

**REC Transmission Project Company Limited**  
**(A wholly owned subsidiary of Rural Electrification Corporation Ltd.**  
**A Government of India Undertaking)**

**(Single Stage Two envelop Procedure)**

**Bid Document**

**For**

**Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW (850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).**

**By**

REC Transmission Projects Company Ltd.  
(A wholly owned subsidiary of Rural Electrification Corporation Limited)  
ECE House, 3<sup>rd</sup> Floor,  
Annexe-II, 28A, K G Marg,  
New Delhi - 110 001

**NIT No. RECTPCL/RRVUNL/2018-19**

Last date for submission of Technical and Financial Bids is  
**15.10.2018 at 15:00 Hrs. (IST)**

Date for opening of Technical Bid is

**15.10.2018 at 16:00 Hrs. (IST)**

(This document is meant for the exclusive purpose of inviting bids and shall not be transferred reproduced or otherwise used for purposes other than that for which it is specifically issued)

**Date of issue of tender: 27.09.2018**

**Note:-**

1. Technical Bid is required to be submitted on e-bidding portal as well as in Hard Copy
2. **Price/Financial Bid is required to be submitted online only. It is not required to be submitted in Hard Copy.**

## NOTIFICATION OF INVITATION OF BIDS

**Competitive Bidding for Selection of Agency for Preparing Detailed Project Report (DPR) for Fixed / Floating Type Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).**

**(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)**

**Date of issuance of invitation:**

**REC Transmission Projects Company Limited (RECTPCL)** invites online bids (Single Stage Two envelop System) from eligible bidders for Preparation of Detailed Project Reports (DPR) for Fixed and Floating Type Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).

The detailed Bidding Document along with contact details can be viewed and downloaded from our website [www.recindia.nic.in](http://www.recindia.nic.in) and [www.rectpcl.in](http://www.rectpcl.in) and bidding process shall be carried out on e-bidding portal of MSTC i.e. <http://www.mstcecommerce.com/eprochome/rectpcl>

<b>Important Dates</b>	
Date of Release of Bid Document	<b>27.09.2018 at 10:00 HRS(IST)</b>
Last date of queries/ seeking Clarification	<b>01.10.2018 , up to 17:00 HRS (IST)</b>
Pre bid Meeting: <b>Venue:</b> <b>REC Transmission Projects Company Limited, ECE House, 3rd Floor, Annexe - II, 28 A, K G MARG, NEW DELHI - 110 001</b>	<b>04.10.2018 at 15:00 HRS ( IST)</b>
Start of Tender and Registration on MSTC portal	<b>27.09.2018 at 10:00 HRS Onwards</b>
Close of Registration on MSTC portal	<b>14.10.2018 till 15:00 HRS ( IST)</b>
Last date of submission of Bid	<b>15.10.2018 till 15:00 HRS ( IST)</b>
Date of opening of Technical bid	<b>15.10.2018 till 16:00 HRS ( IST)</b>
Start of e-Reverse Auction	<b>To be informed later</b>

**(Note:** All Amendments/Addendums/Corrigendum, time extension, clarifications, etc. shall be uploaded in the above-mentioned websites only and shall not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated and submit their Bids based on the latest information/instructions hosted in website(s).

The Bidder is advised to study the Bid Document carefully, Submission of Bid shall be deemed to have done after careful study and examination of the bid document with full understanding of its implications.

**It is to be noted that, registration of Bidder on MSTC portal is mandatory for participation towards this tender.**

**RECTPCL reserves the rights to annul, postpone, withdraw the Bidding Process at any time prior to award of contract including rejection of any or all bids after the same have been received without assigning any reason and without thereby incurring any liability to the affected bidder or Bidders or any obligation to inform the affected bidder or Bidders on the ground of RECTPCL's action.**

**NOTE:**

- This is an e-tender. Offers shall be submitted and processed in electronic mode only.
- Financial Bid/Price Bid to be submitted on e-bidding portal only. Hard Copies of the same are not be submitted and bids shall be liable for rejection if Hard Copies of Financial Bid are submitted by the Bidder.
- Only technical Bid to be submitted in Hard Copy. (As detailed in this Bidding Document).
- The instructions to bidder/terms and conditions appearing in this specification only shall be applicable.

## SECTION – I: INSTRUCTIONS TO BIDDERS

### 1. INVITATION TO BID

**REC Transmission Projects Company Limited (RECTPCL)** invites online Bids (Single Stage Two envelop System) from eligible bidders for Preparation of Detailed Project Reports (DPR) for Fixed and Floating Type Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).

#### 1.1. BACKGROUND

The Ministry of New & Renewable Energy (MNRE), Govt. Of India have set the target of cumulative achievement of 1,75,000 MW to be achieved by the year 2022, out of which the target of 5762 MW of Solar Power and 8600 MW of Wind Power (Total of 14362 MW) have been given to Govt. of Rajasthan. Presently, total Solar Power installed capacity in Rajasthan State is about 2000 MW.

#### 1.2 OBJECTIVES

In order to achieve the targets set by MNRE, GoI for Rajasthan, of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL) can contribute a key role by setting up 975 MW Solar Power Plant Projects on the available spare land and by utilizing available space of existing reservoir at various power stations within a very minimum time period and on a minimum installation cost.

### 2. SCOPE OF WORK

The DPR is to be prepared for scope of work mentioned below for the sites as detailed under Sr. No 3 below or at sites in any states of India with similar scope;

- (i) Justifying the need for installing the Solar power plant.
- (ii) Study the suitability of the site identified by RRVUNL for the installation of the proposed Solar power plant based on the following considerations:-
  - a) Availability of adequate space for locating the Solar power plant.
  - b) Accessibility to site
  - c) Availability of water
  - d) Environmental aspects
  - e) Convenience of power evacuation
- (iii) Brief description of major plant features including facilities for interconnection with the existing state grid and salient technical parameters of the following equipment and systems: -
  - a) Main power generating equipment and auxiliaries.
  - b) Control and instrumentation system
  - c) Power evacuation system
- (iv) Environmental Aspects:

The report will cover data to be included in the standard format given by central pollution control authorities.

- (v) Preparation of preliminary plant layout, heat and mass balance diagrams, electrical one-line diagram.
- (vi) Preparation of project implementation schedule in the form of a bar chart.
- (vii) Preparation of cost estimates with break-ups under major heads and phased expenditure over the time span of the project execution.
- (viii) Computation of cost of generation.
- (ix) Topographic Mapping and Geophysical Analysis
- (x) Infrastructures and accesses
- (xi) Technical and Financial analysis of different models of execution such as BOOM, BOOT, BOO, Turnkey Project basis and others.

### 3. List of Sites

**The Details of Available Land and Space in Raw Water Reservoir at different Locations of RRVUNL Power Plants and Estimated Solar Capacity of Ground Mounted and Floating Panel Structure are mentioned below:**

**Table-1**

SR. No.	Site Name	Area Available for Installing Fixed Type Solar Panels (In Hectares)	Area Available for Installing Floating Solar Panels (In Hectares)
1.	Ramagarh Thermal Power Plant,Ramagarh	72	22.77
2.	Kalisindh Thermal Power Plant,Jhalawar	299	29.94
3.	Suratgarh Supercritical Thermal Power Station, Suratgarh	266	52.84
4.	Suratgarh Supercritical Thermal Power Station, Suratgarh	-	72.84
5.	Giral Lignite Power Lignite, Giral	9	8.92
6.	Kota Thermal power Station,Kota	158	-
7.	Dholpur Combined Cycle Power Plant,Dholpur	71	2.80
8.	Chhabra Super Critical Thermal Power Project,Chhabra.	304	29.06
9.	Chhabra Thermal Power Project, Chhabra	-	33.01
10.	Mahi Hydel Power Station,Banswara	28	-
11.	Mukutmunipur*(West Bengal)	-	-

**In addition to Sites at Rajasthan as mentioned from Sr. No 1 to 10, DPR for one site in West Bengal is also required to be prepared and the rate for the same shall be in accordance to the Quoted rates in Price Bid for Similar type of DPR.**

#### **4. Preparation of DPR**

Consultant will have to prepare Detailed Project Report for PV Solar Projects for scope of work as detailed at Clause 2 and for the sites detailed at Table-1 of Clause 3 above.

The following template should be used for developing/strengthen the DPR:

- Executive summary
- Background introduction
  - ✓ Current Energy scenario in Rajasthan
  - ✓ Renewable Energies
  - ✓ Solar Energy Potential in Rajasthan
  - ✓ Renewable Purchase Obligation mechanism - Rajasthan
- Solar Technologies Overview (Comparison & Selection of Components for Solar PV Technologies)
- PV project
  - ✓ General Introduction
- Site Location
  - ✓ Environmental data (temperature, wind speed, wind direction, rainfall, humidity, dust analysis, corrosion analysis and as per standard format given by Central pollution Control Authorities)
  - ✓ Maximum rain flood information.
  - ✓ Maximum storm gust information
  - ✓ Assessment of solar resources available (several databases), GHI: NREL, Meteonorm, 3Tier,
  - ✓ The distance to substation and allocation of the sub-station (required upgrades)
  - ✓ Access upgrades required (roads and bridges)
  - ✓ Assess water requirements, availability from ground water sources, or other surface water sources
- Topographic Mapping and Geophysical Analysis
  - ✓ Standard Penetration Test
  - ✓ Laboratory Testing
  - ✓ Local Geologic Settings
  - ✓ Groundwater
  - ✓ Geologic Hazards
    - Landslides
    - Flooding and Erosion
    - Subsidence
    - Poor Soil Conditions
    - Primary Ground Rupture
    - Strong Ground Motion
    - Liquefaction

- ✓ Foundations
- ✓ Earthwork
- ✓ Soil resistivity analysis
- Solar resource Available (several databases)
- Infrastructures and accesses
  - ✓ Existing Infrastructures
  - ✓ Requires infrastructures
    - Water
    - Roads
    - Power Evacuation System
- Overview of Proposed PV project
  - ✓ Recommendation of maximum capacity to be installed at a particular site.
  - ✓ To estimate electricity generation from the solar PV power plant based on the solar radiation pattern of the site and different PV technologies with and without tracking system.
  - ✓ Shadow analysis and planning of land development work.
  - ✓ Possible site & plant layout design & drawings.
  - ✓ Material required and quantity of material along with technical specification of equipments & erection work cost.
  - ✓ Detailed Costing of the project on the basis of market current rates.
  - ✓ Shortest possible path for erection of transmission line from solar plant to substation.
  - ✓ Detailed technical specifications & costing of supply & erection of transmission line from solar plant to substation.
- Environmental analysis
  - ✓ Environment Clearance
  - ✓ Flora and Fauna
  - ✓ Environment Management Plan (EMP)
    - Environmental impact assessment & survey.
- Social Environmental analysis
  - ✓ Affected people
  - ✓ Tribal lands
  - ✓ Encroachment
  - ✓ Compensations for livelihood affected people.
    - Assess the likely impacts of the sub-project, in terms of land acquisition/ transfer (loss of lands, houses, livelihood, etc.), and resultant involuntary resettlement extent and undertake the census of potential project affected people;
    - Identify likely loss of community assets including the religious structures and common property resources (e.g. forest, grazing land, drinking water source, etc.) within project site; the impacts of their loss on the local population, and prepare mitigation plans.
    - Social impact assessment
    - Ecology or biodiversity

- Physical or cultural heritage (if any)
- Flooding and seismic risk
- Hazardous and domestic waste management, etc.
- Review of the land take/lease process to assess any legacy or current/existing issues (like informal settlers, livelihood dependence, other usage etc.) on the allotted land. It will also look at current and proposed development activities within the project's area of influence, including those not directly connected to the project.
- The Urban Zoning information (agricultural, industrial, urban) with any urban restrictions that may be known.
- Estimated costs
  - ✓ PV power plant
    - Material required and quantity of material along with technical specification of equipments & erection work cost.
    - Detailed Costing of the project on the basis of market current rates.
  - ✓ Power Evacuation System
    - Shortest possible path for erection of transmission line from solar plant to substation.
    - Detailed technical specifications & costing of supply & erection of transmission line from the solar plant to substation
  - ✓ Internal & external roads and Accesses
  - ✓ Water
  - ✓ Computation of cost of generation
- Financial analysis on different financial models for the project and implementation methodology
  - ✓ Cash-flow detailed analysis
  - ✓ Risk analysis
  - ✓ IRR and ROE
- Corporate Social responsibility
  - ✓ General
  - ✓ Air, Noise, Water and Soil Monitoring
- Energy generation assessment & energy yield calculation.
- Technical evaluation of designs for floating structures.
- Designing of plan in the proposed location of dam or reservoir with estimated electricity generation from innovative Solar PV project.
- Analysis of Permits & Clearances.
- Annexes.
  - ✓ Google earth based image of the land
  - ✓ Environmental clearance for Solar Photovoltaic (PV) Power Project

- ✓ Other environment Clearances.
- ✓ Detailed activities for Roads
- ✓ Ambient Air Quality Monitoring Report at Rajasthan Solar Park
- ✓ Ambient Noise Monitored Report
- ✓ Analysis Report of Soil
- ✓ Analysis of Ground Water

**5. Time Schedule:- 60 Days (Details of Milestone to be carried out is mentioned below):-**

S. No.	Milestone	Timeline
1.	Mobilization of team for Site Survey	Within 10 days from date of Letter of Award/Intent.
2.	Completion of survey of all sites	Within 30 days from date of Letter of Award/Intent.
3.	Submission of Draft DPR (Comprising all sites)-26 Copies	Within 45 days from date of Letter of Award/Intent.
4.	Submission of Final DPR (Comprising all sites)-26 Copies	Within 60 days from date of Letter of Award/Intent.

**6. Eligibility Criteria**

6.1 The Bidder must have experience in handling similar assignments as main contractor during last four financial years in India should be either of the following:

One (1) Similar Assignment of minimum value of **Rs.40, 00,000/-** .

**OR**

Two (2) Similar Assignments each of minimum value of **Rs.25, 00,000/-**

As a proof of satisfactory completion of these consultancy works, The Bidder must submit Copy of Work Orders/Letter of Award or Intent from the Client, Self-Attested copy of satisfactory completion certificates from the Client for the said Consultancy Work(s).

**Note:** - Similar Assignment for this consultancy work means preparation of Detailed Project Report for Ground mounted and Floating Solar Panels.

6.2 The Bidder must have below mentioned resources in terms of infrastructure and manpower to perform the assignment on their pay roll:

SR. No	Details of Personal	Minimum Experience (Years)	Experience Description
1.	Minimum two nos. of <b>Engineering Graduate</b> solar PV expert(s).	10 Years or More	All of them must have experience of providing consultancy/Advisory services for at least 5 grid connected Solar PV Plant of MW Size >= 10 MW. Bidder shall submit resume of manpower as documentary evidence
2.	Minimum two nos. of <b>Engineering Graduate</b> solar PV expert(s).	5 Years or More	All of them must have experience in conducting site survey, collection of data

			based on details mentioned in scope of work for preparation of detailed project reports. Bidder shall submit resume of manpower as documentary evidence
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6.3 Average Financial Turnover of the Bidder during last four Financial Years ending 31<sup>st</sup> March of the previous Financial year should not be less than **Rs. 35,00,000/-**. In this case the Bidder shall submit audited balance sheet/Financial Reports for the Last four Financial years (***FY 2017-18,2016-17,2015-16 and 2014-15***),

6.4 The bidder shall not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under the contract.

6.5 The bidder should not be blacklisted by Central or any State Government or any Public sector undertaking in India.

6.6 Bidder should have registered office in India.

## 7. **Other Specific Conditions**

7.1. The Bidding Organization shall be evaluated solely on its own credentials for meeting the eligibility/ qualifying criteria and not on the credentials of any other organization.

7.2. In case bidder is parent company, experience of subsidiary shall not be considered and if bidder is subsidiary company, experience of Parent shall not be considered.

7.3. Notwithstanding anything stated above, the RECTPCL reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of RECTPCL cannot be questioned.

7.4. The Bidder does not anticipate change in ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined).

7.5. The Bidder must be equipped with latest means of communication and IT Savvy. They should be aware of latest means and ways by which site survey, collection and analysis of Solar radiation data & other related activities are to be carried out. No equipment/software for rendering the consultancy services shall be provided by RECTPCL. The Bidder should have various civil/mechanical/electronic/Photovoltaic testing & measuring equipments.

7.6. Bidder not fulfilling above requirement are advised not to submit their offer against this bid specification. The offer of the bidder not fulfilling above qualifying criteria shall not be considered for further evaluation and will be rejected.

7.7. Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.

7.8. The scope of the work of the Bidder shall be on the basis of single point responsibility. The Contract will be entered into only with the successful bidder. Thus the bidder shall be solely responsible and liable to complete the entire scope of work detailed in Clause No.2, Section -I of this tender.

7.9. The RECTPCL may amend the bid documents at any time by issue of any amendment.

7.10. RECTPCL does not bind itself to accept the lowest or any of the bids.

## 8. PERIOD OF ENGAGEMENT

However, the active period of engagement would be till the completion of all the activities as per the scope of work but successful bidder shall be required to extend their support during execution of project in case it is required to do so and the same shall be decided by RECTPCL. Further, the time period may be extended based on mutual discussion keeping in view the constraints being faced during execution of the assignment, if required.

## 9. DELIVERABLES

- The Bidder shall submit progress report for all the works/ studies/ survey/ supervision every week as per the format mutually agreed upon.
- Draft Detailed Project Report (DPR) covering all templates described in Clause No. 4 of Section-I **(26 Hard copies + Editable Soft copy)**.
- Submission of Final DPR covering all templates described in Clause No. 4 of Section-I incorporating the changes suggested by the RECTPCL/ RRVUNL **(26 Hard copies + Editable Soft copy)**.
- All raw data for all the studies/ reports/ surveys shall also be submitted.
- All reports shall be submitted in A4 size sheets and all drawings and Single Line Diagrams (SLDs) on sheets such that it is legible. All drawings and SLDs shall be properly bound and printed on good quality paper.

## 10. BASIS OF OFFER

10.1. The Price shall be quoted taking into consideration the complete Scope of Works mentioned under Clause No.2 of Section I and Details about Preparation of DPR mentioned under Clause No. 4 of Section I, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to RECTPCL.

10.2. Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than GST for Services as may be applicable for complete scope of works as indicated in Annexure-13.GST shall be payable at actuals at time of payment to the consultant by RECTPCL on submission of documentary evidence.

10.3. The price quoted by the bidders shall be FIRM throughout the period of contract including any extension thereof.

10.4. All expenses including all travel, boarding & lodging expenses, etc. incurred by the bidder for carrying out all the activities as per scope work will be borne by themselves and RECTPCL will not

take any responsibility whatsoever on this account. Office accommodation, transport and daily movement of the consultant, telephone, computer and other facilities shall be arranged by the consultant at his/her own cost.

## **11. BID ISSUE AND RECEIPT BY RECTPCL**

- 11.1 Bid documents and other details may be downloaded from the website <http://www.mstcecommerce.com/eprochome/rectpcl>, [www.rectpcl.in](http://www.rectpcl.in) and [www.recindia.nic.in](http://www.recindia.nic.in)
- 11.2 No extension of Bid due date shall be considered on account of delay in receipt of Bid documents online. The bidder is advised to submit the bids well before the stipulated time and date to avoid any kind of network issues, traffic congestion etc. In this regard the BPC shall not be responsible for any kind of such issues.
- 11.3 RECTPCL reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of RECTPCL consequently.
- 11.4 All correspondence with regard to the above shall be to the following address.

### **Additional Chief Executive Officer,**

REC Transmission Projects Company Limited  
ECE House, 3rd Floor, Annexe – II,  
28 A, K G MARG, NEW DELHI – 110 001  
Tel: 011 – 47964705, Fax : 011-47964704  
Email- [rectpcl.rrvunl@gmail.com](mailto:rectpcl.rrvunl@gmail.com)

For more information on RECTPCL, visit our site at: <http://www.rectpcl.in>

For more information on the portal, visit on site of M/s MSTC Limited, New Delhi at:  
<http://www.mstcecommerce.com/eprochome/rectpcl>

- 11.5 Detail of Contact Person:

**Shri. Arun Kumar Chaturvedi  
Chief Manager (Technical).**

REC Transmission Projects Company Limited,  
ECE House, 3rd Floor, Annexe – II, 28 A, K G MARG,  
NEW DELHI – 110 001  
Tel: 09650130505  
Email- [rectpcl.rrvunl@gmail.com](mailto:rectpcl.rrvunl@gmail.com) , [arun.k.chaturvedi78@gmail.com](mailto:arun.k.chaturvedi78@gmail.com)

12. Interested bidders have to necessarily register themselves on the e-bidding portal of MSTC and are strongly recommended to go through the e-Bidding Methodology & Registration process on e-bidding portal provided in the **Annexure-14 of Section-II** of the Bidding Document.

In case of any query regarding e-bidding portal bidders may also contact

S.no	Name	Email	Contact number
1.	Shishupal Yadav	syadav@mstcindia.co.in	8826562675
2.	S D Sharma	sdsharma@mstcindia.co.in	7878055855
3.	Chirag Sindhu	chiragsindhu@mstcindia.co.in	9830336290

***The bidders are requested to refer Annexure-14 of Section-II Annexures for MSTC Registration for details.***

Bidders are advised to deposit the transaction fee for participation towards the bidding process on e-bidding portal at least two days before the last date of submission and to submit their bids least one day before the last day of submission to avoid any complications at last moment.

For proper uploading of the bids on the portal namely <http://www.mstcecommerce.com/eprohome/rectpcl> (hereinafter referred to as the 'e-bidding portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from M/s MSTC Limited, New Delhi directly, as and when required, for which contact details are mentioned above. RECTPCL in no case shall be responsible for any issues related to improper uploading/non-submission/postal delays of the bid

### **13. Submission of Bid and Date of Opening**

13.1 The Bid Proposal complete in all respect as mentioned in Bidding Documents shall be submitted till 15:00 Hrs ( IST) On 15.10.2018 At the following Address:

**Sh. Bhupender Gupta (Addl. CEO)/ Arun Kumar Chaturvedi (Chief Manager- Tech.)**

REC Transmission Projects Company Limited  
ECE House, 3<sup>rd</sup> Floor,  
Annexe-II, 28A, KG Marg,  
New Delhi - 110001  
Tel: 011-47964796

13.2 Technical Bids shall be opened on the same day i.e. 15.10.2018 at 16:00 Hrs (IST) Financial bid of only "Technically qualified bidders" shall be opened on a date intimated later to the technically qualified bidder.

### **14. Validity of Bid**

The bidder shall keep their bids /proposals valid up to 90 (Ninety) days from the originally scheduled Bid submission date. The bidder may be required to further extend the validity of Bid as per the requirement of RECTPCL.

## **15. Earnest Money Deposit (EMD)**

**15.1. The EMD (Earnest Money Deposit)** is to be submitted by all the participating bidders of an amount of **Rs. 1, 00,000/- (Rupees One Lac only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-9 of Section-II Annexures**" or Bank Demand Draft drawn in favor of **REC Transmission Projects Company Limited** payable at New Delhi. EMD shall be valid for period of 30 days beyond the original bid validity period and beyond any extension subsequently requested under Clause No. 14.

**15.2.** No interest will be paid on Earnest Money Deposit irrespective of mode of submission.

**15.3. Any Bid not accompanied by Earnest Money Deposit (EMD) or having submitted shorter amount than Rs.1, 00,000/- (Rupees One Lacs) shall be rejected out rightly.**

**15.4.** The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

**15.5.** The Bid submitted by a bidder shall be treated invalid and the Bid security shall be forfeited:

i. If the bidder withdraws/ modify his bid within the bid validity specified in the Bid Specification.

**OR**

ii. The successful bidder fails to submit performance guarantee and/ or to execute contract agreement within the prescribed period in accordance with the instructions to the bidder.

**OR**

iii. If the Bidder does not accept the arithmetical calculation of the Price for evaluation of the bid.

**OR**

iv. If the bidder being the successful bidder fails to furnish the acceptance of Letter of Award, within the specified time limit.

**OR**

v. If the bidder gives any wrong / false information /documents in the bid for making the bid qualified (eligible).

## **16. Documents Comprising the Bid**

### **16.1. HARD COPY PART of BID SUBMISSION**

Hard copy part of the bid shall comprise the two sealed envelop, namely Envelop 1 and Envelop 2, each such envelop shall comprise the documents as detailed below;

#### **(a) Envelop 1**

**(i)** Earnest Money Deposit (in Original), in separate envelop in accordance with clause 12 of Section-1 and as per Annexure-9 of **Section II Annexures**.

#### **(b) Envelop 2**

- (i) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter/Bid Proposal Annexure-1 of **Section-II Annexures**). No proposal for deviation/part scope of work will be considered.
- (ii) Duly Filled Signed and Stamped Annexures in Section-II.
- (iii) Duly signed and stamped scanned copy of document in support of the Bidder's Qualification and mentioned anywhere in the Bid Document. ***(As a proof of satisfactory completion of these consultancy works, The Bidder must submit Copy of Work Orders/Letter of Award or Intent from the Client, Self-Attested copy of satisfactory completion certificates from the Client for the said Consultancy Work(s))***
- (iv) Documentary evidence in respect of Key Personnel as detailed under Clause no. 6.2 Section-I.
- (v) Bidder shall submit signed and stamped copy of complete bid documents along with all clarifications/ amendments/ addendums thereof issued till date of Final Bid Submission including extension, if any.
- (vi) Un priced Price Schedule.

**Bidders are requested to note necessarily that Price Bid is not to be submitted in Hard Copy. In case of submission of Price Bid as Hard Copy by any bidder, the Bid of such bidder shall be rejected out rightly.**

## **16.2. SOFT COPY PART OF BID SUBMISSION**

Soft copy part of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

### **(a) Envelop 1 of the e- Bidding Portal**

- (i) Scanned Copy of EMD.

### **(b) Envelop 2 of the e- Bidding Portal**

- (i) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter/Bid Proposal Annexure-1 of **Section-II Annexures** ). No proposal for deviation/part scope of work will be considered.
- (ii) Duly Filled Signed and Stamped Annexures in Section-II. (To be uploaded as PDF Document)
- (iii) Duly signed and stamped scanned copy of document in support of the Bidder's Qualification and mentioned anywhere in the Bid Document. ***(As a proof of satisfactory completion of these consultancy works, The Bidder must submit Copy of Work Orders/Letter of Award or Intent from the Client, Self-Attested copy of satisfactory completion certificates from the Client for the said Consultancy Work(s))***
- (iv) Documentary evidence in respect of Key Personnel as detailed under Clause no. 6.2 Section-I.

- (v) Scanned Copy of signed and stamped copy of bid document along with all clarifications/ amendments/ addendums thereof issued till date of Final Bid Submission including extension, if any.
- (vi) Un priced Price Schedule.

### **(c) Cover 3 of the e-Bidding Portal**

#### **Price Bid/Financial Bid**

- (i) The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the e-bidding portal.
- (ii) Price Bid shall be accepted only through online mode in the website and no manual submission shall be entertained.
- (iii) **If the Bidder has wrongly submit the bid within due date and time, the Bidder can Delete the bid by clicking on delete button in the e-bidding portal and then resubmit the fresh bid again at <http://www.mstcecommerce.com/eprchome/rectpcl> within due date and time.**

RECTPCL may call for any clarifications/ information if required.

*Note: All Documents shall be signed by authorized signatory*

## **17. BID OPEINING AND EVALUATION**

### **17.1 OPENING OF BIDS**

**A. Envelop 1:- EMD (As mentioned in 16.2 of Section-I):-**RECTPCL in presence of bidder's designated representatives who chose to attend at the time and date and location specified will open the Envelop 1. In case of non-submission of Bid Security in Envelop 1 bid submitted shall be rejected.

**B. Envelop 2:-** Bid enclosed in Envelop 2 will be opened only for those who have satisfied the conditions in clause 17.1.A above. The documents will be examined for the compliance to Technical requirements of the Projects.

**C. Cover 3:-** The date of opening of Cover 3 shall be intimated later to the technically qualified bidders.

### **17.2 PRELIMINARY EXAMINATION OF FIRST ENVELOP**

**Examination will be carried out with respect to the following:**

- RECTPCL will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents.
- If a bid is not substantially responsive, it will be rejected by the RECTPCL/RRVUNL, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The RECTPCL/RRVUNL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

### **17.3 Qualification**

#### **Examination will be carried out with respect to the following:**

- The RECTPCL will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Eligibility Criteria specified in Clause No. 6 Section-I to satisfactorily perform the contract. The RECTPCL/RRVUNL shall be the sole judge in this regard and the RECTPCL/RRVUNL shall interpretation of the Qualification Requirement shall be final and binding. Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents.
- The RECTPCL in accordance with the RRVUNL may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

### **17.4 Evaluation of Techno-Commercial Part (Envelop 1 and Envelop 2)**

- The RECTPCL will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the RECTPCL will examine the information supplied by the bidders, pursuant to Clause No. 16 of Section-I, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the terms and conditions of the Bidding Documents . The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

### **17.5 Opening of Cover-3 of the e-bidding Portal**

The Cover 3 i.e., Price Part of only technically qualified bidder shall be opened.

The Price Bids shall be opened in the presence of Bid Opening Committee and bidders shall not be permitted to witness the same as in order to carry out reverse auction, it is necessary that bidders should not know the price of other bidders.

### 17.6 Evaluation of Cover 3 on e-bidding portal

Cover 3 of e-bidding Portal containing the schedule of prices offered by the qualified bidders will be opened.. For selecting the best bid, the prime criterion is the lowest offer. The Bid price arrived based on the Price Quoted under Price Schedule which is reflecting against Total Evaluated Price will be compared for finding out the L-1 bidder among the technically qualified bidders. Thus arrived L-1 price shall be considered as ceiling price to start Reverse Auction. After completion of online Reverse Auction, L-1 Bidder shall be considered as successful bidder.

Illustration of Price Bid Evaluation to fix the Ceiling Price for Reverse Auction:

S.No.	Description of Line Item	Value Quoted by Bidder (INR)			
		Bidder-1	Bidder-2	Bidder-3	Bidder-4
A	Preparation & submission of DPR as per the Scope mentioned in the Bid Documents (For Fixed Type Solar Panel)	100	120	110	90
B	Preparation & submission of DPR as per the Scope mentioned in the Bid Documents (For Floating Type Solar Panel)	70	110	100	110
C=A+B	Total Evaluated Price	170	230	210	200
Ranking of Bidder		L-1 (Lowest)	L-4 (Highest)	L-3	L-2

### 18. E-Reverse Auction

**RECTPCL reserves the right to conduct e-Reverse Auction (e-RA)**

In case of Reverse Auction, Internet Based Reverse Auctioning through e-bidding portal shall be adopted; in that case bidders shall be intimated accordingly. The % reduction of evaluated price in the Reverse Auction w.r.t. the evaluated price based on price quoted by the bidder in e-bid shall be considered as a uniform discount applicable on all the items of SOR.

In case of reverse auction, at the first round, the total Initial Price Offer (Submitted online along with the Techno Commercial) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than 0.5% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of 0.5% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount \_\_\_\_\_ received in the system is the lowest amount in the system. They will be required to give a breakup of the bid quoted by them. The break up should be pro rata reduced (without disturbing amount of taxes) from their initial price offer at Tender stage.

**Note: In case number of qualified bidders are more than 3 (Three), then only 3 bidders ranked as L1, L2 & L3 shall be permitted to participate in e Reverse Auction.**

Illustration of Discount Offered by L-1 Bidder ( After Reverse Auction) and its applicability.

S.No.	Description of Line Item	Value Quoted by Bidder (INR)			
		Bidder-1	Bidder-2	Bidder-3	Bidder-4
A	Preparation & submission of DPR as per the Scope mentioned in the Bid Documents (For Fixed Type Solar Panel)	100	120	110	90
B	Preparation & submission of DPR as per the Scope	70	110	100	110

	mentioned in the Bid Documents (For Floating Type Solar Panel)				
C=A+B	Total Evaluated Price)	170	230	210	200
Ranking of Bidder		L-1 (Lowest)	L-4 (Highest)	L-3	L-2
Ceiling Price for Reverse Auction:		170 i.e. L-1 Price			
Qualified Bidders to Participate in reverse Auction: Bidder-1, Bidder-4 and Bidder 3.					
D =Final Price Offered after reverse auction		150		135*	155
Final Ranking of Bidder after reverse auction.		L-2		L-1	L-3
<b>% discount uniformly applied to all Line items covered under Price Schedule by L-1 Bidder.</b>				= $(D-C)/D$	

\* Contract Price After completion of online Reverse Auction, the Bidder with lowest Total Evaluated Price shall be considered as successful bidder,

## 19. Contract Performance Guarantee (CPG)

In the event of an award, the selected bidder, within Ten (10) days of issue of Letter of Intent from RECTPCL, will be required to arrange submission of CPG in the form of Demand Draft or Bank Guarantee (BG), as per RECTPCL's proforma, equivalent to 10% (Ten Percent) of the total Contract Price .The CPG should be kept valid up to 2 (two) months from the Letter of Award which may be extended further if demanded by RECTPCL.

## 20. Contract Agreement

- 20.1.** In the event of award, the selected bidder will be required to enter in to a Contract Agreement with the RECTPCL within 15 (fifteen) working days from the date of the Letter of Intent (LOI) or within such extended time, as may be granted by the RECTPCL.
- 20.2.** Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by RECTPCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the selected bidder from Delhi State.
- 20.3.** The Agreement will be signed in two originals and the selected bidder shall be provided with one signed original Agreement.

**20.4.** The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

**20.5.** Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

**21. Team Composition and Team Members**

The team composition and team members to be deployed for the assignment shall be provided as per format provided at Annexure-3. The team leader should have at least experience of 10 years in the relevant area mentioned in the scope of works. The senior level member should have at least experience of 10 years in preparation of DPR for ground mounted and floating solar projects and middle level team members shall have at least 5 years of experience in preparation of DPR for ground mounted and floating solar projects.

**22. TERMS OF PAYMENT**

The Contract Price shall be paid in the manner specified below:

SR.No.	Description of Milestone	Payments as % of Lump Sum Price
i)	To be paid after completion of Scope of work and submission of draft DPR	40% of Contract Value
ii)	To be paid after submission of final DPR incorporating comments of RECTPCL/RRVUNL.	40% of Contract Value
iii)	To be paid after acceptance of final report by RECTPCL/RRVUNL.	20% of Contract Value

**Note – In case DPR is to be prepared for any other state/ utility, payment against Milestone Sr. No (ii) and (iii) shall be released upon incorporation of comments in the Draft DPR and acceptance of the DPR by the utility/ State.**

**22.1.** The selected Bidder shall submit the bills in duplicate to RECTPCL addressed to ACEO, RECTPCL, indicating the Milestone achieved, out of the ones indicated above.

**22.2.** All expenses including travel expenses incurred by the Selected Bidder for carrying out all the activities as per scope of work will be borne by themselves and RECTPCL will not take any responsibility whatsoever on this account.

Payments shall be made promptly by RECTPCL, no later than thirty (30) days after submission of an invoice .

**22.3.** If any excess payment has been made by the RECTPCL due to difference in quoted price in proposal and Consultant's/Agency invoice, RECTPCL may without prejudice to its rights recover such amounts by other means after notifying the Consultant's/Agency or deduct such excess payment from any payment subsequently falling due to the Supplier.

22.4. The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).

### 23. Other Terms & Conditions

- i) The financial proposal by the bidder shall be in Indian Rupees as per format enclosed (Annexure-13 of **Section II Annexures**) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The selected bidder shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by RECTPCL on specified dates, venues and time in order to meet the obligations of RECTPCL which also include visit outside of Delhi and anywhere in the state of Maharashtra.
- iii) All claims shall be raised by the selected bidder as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the selected bidder in accomplishing the work as per scope of work which in the opinion of RECTPCL is attributable to the selected bidder, RECTPCL reserves the right to get such specific work(s) done through any other Agency at the risk and cost of the selected Agency for completion of the work.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Agency will be asked to change/replace the team member(s) within three days of receipt of such request from RECTPCL with a member acceptable to RECTPCL.
- vi) RECTPCL with the approval of CEO can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- vii) Given the nature of the work being entrusted, the Selected Bidder would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the bidder could be terminated.
- viii) If due to any reason or decision of the Govt./RECTPCL, the Assignment is dropped and the selected Bidder is directed to discontinue work, the "Drop Dead Fee" shall be decided by mutual discussion, decision of CEO-RECTPCL in this regard shall be binding.
- ix) **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by RECTPCL or above all enable them to pose a threat to RECTPCL's consulting business in future. Without limitation on the generality of the foregoing, organizations would not be hired, under the circumstances set forth below:

- x) The selected Bidder shall keep RECTPCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by RECTPCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected agency, or its personnel.
- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xiii) RECTPCL reserve the right to accept or reject any or all Proposals/Offeres or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xiv) RECTPCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- xv) **Quantity Variation:** total no. of sites mentioned in bid document are tentative which may increase or decrease by 25% during execution, however the payment shall be made as per the actual work carried out by the bidder.

## SECTION-II - ANNEXURES

### 1.0 CHECK LIST

We confirm that we have gone through the bid document and as instructed therein we hereby submit the following documents to form the bid.

S. No.	Name of the document	Annexures	Nature of document	Whether Submitted Yes/No
1.	Covering Letter/Bid Proposal	1	Mandatory	
2.	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 2)	2	Mandatory	
3.	Qualification Data for Consultancy Services offered by the Bidder (Annexure 3)	3	Mandatory	
4.	Particulars of Key Personnel (Annexure 4)	4	Mandatory	
5.	Curriculum Vitae (CV) of Professional Personnel (Annexure 5)	5	Mandatory	
6.	Proposed work plan and methodology ( Annexure 6)	6	Mandatory	
7.	Declaration Sheet (Annexure 7)	7	Mandatory	
8.	Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of Authorized Signatory's authority along with Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s) (Annexure 8)	8	Mandatory	
9.	Proforma for Earnest Money Deposit (Annexure 9)	9	Mandatory	
10.	Proforma for contract	10	Post bidding	

S. No.	Name of the document	Annexures	Nature of document	Whether Submitted Yes/No
	performance security (Annexure 10)			
11.	Authorization Letter (Annexure-11)	11	Mandatory	
12.	Contract Agreement (Annexure-12)	12	Post bidding	
<b>Pertaining to Commercial Part (Price Bid/Financial Proposal)</b>				
1.	Price Schedule (ANNEXURE 13)	13	Online Only	

Hard copies of the documents should be submitted to RECTPCL as per Clause No.16, Section-I

**ANNEXURE 1: BID PROPOSAL**

**(To be submitted on Letter Head of the Bidder)**

Bidder's Name:

Full Address:

Telephone No.:

Fax No.:

E Mail

Ref No.

To

**Additional Chief Executive Officer,**

REC Transmission Projects Company Limited

ECE House, 3rd Floor, Annexe - II,

28 A, K G MARG, NEW DELHI - 110 001

Tel: 011 - 47964705, Fax : 011-47964704

**Sub: Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW (850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).**

Ref:.....

Dear Sir,

We, the undersigned bidder, having read and examined in detail the specification and documents pertaining to the works as stated above for Preparation of Detailed Project Reports (DPR) for Solar PV Power Projects in Rajasthan at various locations.

We hereby propose to perform the works as a fully coordinated package as set forth in your Tender Documents.

1.0 BID VALIDITY:

We confirm that all the terms, conditions and price of this proposal are valid for acceptance for a period of 90 days from Originally Scheduled Bid Submission Date i.e. ....

2.0 We are a -----(Name of bidder's country)----- firm and do hereby confirm that –

- 1) The above prices will be firm in all respects throughout the period of this assignment.
- 2) The above quoted lump sum fee includes all Taxes , Duties & Levies etc. payable by us under this assignment.
- 3) We hereby confirm that if any Income Tax, Surcharge or any other Corporate tax is attracted under the law we agree to pay the same to the concerned authorities.
- 4) We confirm that the Prices and other terms and conditions of this proposal are valid for a period of (90) ninety days from Originally Scheduled Bid Submission Date .
- 5) We also confirm that the Quoted Price shall also be valid for preparation of DPR of Similar Project anywhere in India within a period of One year.

### 3.0 BID SECURITY:

**Bidder shall be required to submit EMD of Rs. 1,00,000/- (Rupees One lakhs) for “Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW ( 850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL)”.**

### 4.0 DEVIATIONS:

We hereby confirm that we agree to and seek no deviations from the scope of work, time schedule, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `Terms of payment` clauses as stipulated in the bid documents.

### 5.0 FAMILIARITY WITH RELEVANT INDIAN LAWS & REGULATIONS:

We confirm that we have studied the provisions of relevant Indian laws & regulations as required enabling us to quote for this bid & as required to execute the works in the event this contract is awarded to us.

### 6.0 PERFORMANCE GUARANTEES FOR THE PERFORMANCE OF THE CONTRACT:

We confirm that Contract Performance Guarantee for ten (10) % of the total contract price in the form of bank guarantee or Demand Draft shall be provided by us as per the prescribed format in case of placement of award.

### 7.0 QUALIFICATIONS:

We confirm that we are qualified consultants who regularly rendered the services of the type and qualities specified and have adequate technical knowledge and practical experience. We also confirm that we do not anticipate change in the ownership of our company/firm during the proposed period of work and we have adequate financial stability and status to meet the functional obligations pursuant to the scope of work. The full details regarding qualifications etc. are enclosed as specified by you.

8.0 We hereby specifically confirm that we agree to the provisions of the clauses like –

- i) Adhere strictly to the Work Completion Period.
- ii) Confirm to all the specified Commercial Terms & Conditions such as -
  - a) Bid Security
  - b) Contract Performance Security

c) Terms of Payment

We also confirm that we are not taking any deviations on above commercial terms & conditions and hence the same is acceptable to us.

12.0 We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firm other than herein mentioned have any interest in this proposal or in the contract to be entered into if we are awarded the contract. We also confirm that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is in all respect fair and in good faith without collusion or fraud.

9.0 We confirm and certify that all the information / details provided in our bid are true and correct.

10.0 We give our unconditional acceptance to the Bid Documents issued by RECTPCL and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.

11.0 We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

12.0 We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

13.0 We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with member(s) of RECTPCL's employees or persons positioned in or on the Board of these two organization by whatever process and if found incorrect, we may be debarred from any further engagements by RECTPCL forever.

14.0 We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with RECTPCL for a period of maximum three years from the date of such disqualification.

15.0 Further, we undertake that in the event of our appointment, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the organization would be terminated.

Thanking you,

Dated the .... day of ..... of -----

Yours faithfully,

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)  
Name .....

(Official Address)

Designation .....

Seal of Company.....

**ANNEXURE 2: GENERAL FINANCIAL & COMMERCIAL PARTICULARS**

**(To be submitted by Bidder on their Letter Head)**

<b>SR. No.</b>	<b>Details Required</b>	<b>Details to be filled by the Bidder</b>
1.	Name & communication details	:
2.	Full legal name of candidate firm	:
3.	Registered office address	:
4.	Telephone	:
5.	Telegram	:
6.	Telex & Telefax	:
7.	Nature of business & working experience in years in the same business	:
8.	Person to be contacted	:
9.	Do you anticipate any change in the: a. Ownership during proposed period of b. Work c. If yes, define scope and effect thereof :	:
10.	Financial details	:
	<b><i>Enclosed 1 copy each of</i></b>	
	A. Balance sheets and profit & loss Account for the past 4 years (FY 2017-18,2016-17,2015-16 & 2014-15)	:
	B.Income tax clearance certificate (Duly attested by a Gazetted Officer Of the Govt. for past three years.)	:
	C.Turnover certificate for year 2017-18, 2016-17, 2015-2016 & 2014-15 from C.A	:
	D. Company Registration Certificate :	:
11.	Share capital at the time of formation	:
I	Authorized	:
ii	Paid-up	:

SR. No.	Details Required		Details to be filled by the Bidder
12.	Share capital at present	:	
a)	Authorized	:	
b)	Paid-up	:	
13.	Indicate turnover for the past preceding: Three years	:	
14.	Indicate projected turnover for the : Current year & next 3 years	:	
15.	Name & address of bankers	:	

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

(Official Address)

Designation .....

Seal of Company.....

**ANNEXURE 3: QUALIFICATION DATA OF SERVICES OFFERED BY THE BIDDER**

**(To be submitted by Bidder on their Letter Head)**

- 1. Brief Description of the Bidder:
- 2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Date of Completion	Value of Detailed Project Report (INR Crore)
1	2	3	4	5	6	7

Certified that the above information is true and factual.

1. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

(Official Address)

Designation .....

Seal of Company.....

Note:

- 1. The Bidders experience as per similar works defined from FY 2014-15 onwards till date of issue of Tender shall be considered.
- 2. As a proof of satisfactory completion of these consultancy works, The Bidder must submit Copy of Work Orders/Letter of Award or Intent from the Client, Self-Attested copy of satisfactory completion certificates from the Client for the said Consultancy Work(s).

**ANNEXURE 4: PARTICULARS OF KEY PERSONNEL**

**(To be submitted by Bidder on their Letter Head)**

Name of the Project: **Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW (850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).**

SR. No.	Position	Name	Educational Qualification	Length of Professional Experience	Present Employment		Details of Eligible Assignments
					Name of firm	Employed since	
1.	Engineering Graduate -1 (having 10 years or more experience).						
2.	Engineering Graduate -2 (having 10 years or more experience).						
3.	Engineering Graduate -1 (having 5 years or more experience).						
4.	Engineering Graduate -2 (having 5 years or more experience).						

SR. No.	Position	Name	Educational Qualification	Length of Professional Experience	Present Employment		Details of Assignments
					Name of firm	Employed since	
1.	Engineering Graduate -1 (having 10 years or more						

	experience).						
2.	Engineering Graduate -2 (having 10 years or more experience).						
3.	Engineering Graduate -1 (having 5 years or more experience).						
4.	Engineering Graduate -2 (having 5 years or more experience).						

Certified that the above information is true and factual.

1. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

(Official Address)

Designation .....

Seal of Company.....

**ANNEXURE 5: FORMAT OF CURRICULUM VITAE (CV) OF PROFESSIONAL PERSONNEL  
(Use Separate formagt for each Engineer – as per requirement of Qualification)**

SR. No.	Details Required		Details to be Filled by the Bidder
1.	Name of Person	:	
2.	Proposed position for this project	:	
3.	Date of Birth	:	
4.	Nationality	:	
5.	Educational Qualifications	:	
6.	Total years of Experience	:	
7.	Employment Record  (Starting with present position, list in reverse chronological order for every employment held)	:	
8.	Relevant Experience (Please provide details of relevant assignments, with respect to task assigned for the proposed work (as mentioned in 2. above). Kindly provide following information for each assignment:	:	

Sl. No.	Name of Assignment	Client	Time period	Description about assignment	Your Role in the assignment	Time Spent (Man month)

Certification:

I, the undersigned, certify that to the best of my knowledge and behalf, this CV correctly describes myself, my qualifications and my experience.

Date:

Place:

(Name and Signature of Professional)

(Signature and name of the Authorised Signatory of the Applicant)

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder along with the seal of the company. Photocopies will not be considered for evaluation

**ANNEXURE 6: PROPOSED WORK PLAN AND METHODOLOGY**

**BIDDERS TO SUBMIT DETAILED ACTION PLAN WITH WORK FLOW CHART AND RESOURCE  
ALONG WITH TIME LINE.**

**ANNEXURE 7: DECLARATION SHEET**

**(To be submitted on Letter Head of the Bidder)**

I \_\_\_\_\_ certify that all the data furnished in preceding schedules and information pertaining to this RFP the specification are correct and representation of the offer covered by our Proposal No. \_\_\_\_\_ & Date \_\_\_\_\_.

I hereby certify that I am duly authorized representative of the bidder whose name appears above my signature.

Bidder's Name \_\_\_\_\_ :

Authorised representative's Signature: Authorised Representative's Name \_\_\_\_\_ :

Bidder's Intent \_\_\_\_\_ : The Bidder hereby agrees to comply with the requirements and intent of this specification for the price indicated.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

.....

(Official Address)

Name .....

Designation ..... Seal of

Company.....

**ANNEXURE 8: POWER OF ATTORNEY (to be provided by the bidding company in favor of its representative as evidence of authorized signatory's authority.)**

**(To be on non-judicial stamp paper of Rs. 100.)**

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [ ] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize ----- (Name and residential address) who is presently employed with us and holding the position of -----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the Rajasthan Rajya Vidyut Utpadan Nigam vide Bid Specification No -----for Selection of Consultant for "***Preparing Detailed Project Report (DPR) for Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW ( 850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL)***".

.AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**Signed by the within named**

\_\_\_\_\_ [Insert the name of the  
executant company] through the hand of

Mr. ....

**duly authorized by the Board to issue such Power of  
Attorney Dated this ..... day of .....**

**Accepted**

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

(Signature of the Executant)

(Name, designation and Address of the Executant)

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

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

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature .....

Name .....

Designation .....

**Note:**

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

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

**ANNEXURE 9: Proforma for Earnest Money Deposit**  
**(To be stamped in accordance with Stamp act)**

This deed of Guarantee made this \_\_\_\_ day of \_\_\_\_\_ 2015 by

**(Name of the Bank)**

having one its branch at \_\_\_\_\_ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Transmission Projects Company Ltd., registered under the Companies Act, 1956, having its office at \_\_\_\_\_ (hereinafter called "RECTPCL") which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender 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 supply/ do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECTPCL a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we \_\_\_\_\_

**(Name of Bank)**

have at the request of the tenderer agree to give RECTPCL 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 RECTPCL during the period of validity as mentioned in the Tender or any extension thereof as RECTPCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECTPCL, New Delhi on demand without demur to the extent of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only).

We further agree as follows:-

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

forbearance, act or omission on the part of the RECTPCL or any indulgence by RECTPCL to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECTPCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECTPCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. \_\_\_\_\_ (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 10: PROFORMA FOR CONTRACT PERFORMANCE SECURITY**

**(On Non-Judicial Stamp Paper of Rs. 100/- from Nationalized bank along with confirmation letter from the bank)**

Bank Guarantee No..... & date .....

Issue date: (For Rs .....)

Expiry date:

Claim period:

Name & Address of the Bank.

To,

**REC Transmission Projects Company Limited**

ECE House, 3rd Floor, Annexe – II,  
28 A, K G MARG, NEW DELHI – 110 001

Whereas M/s. .... (herein after called the Contractors) have entered into a contract with the Rajasthan Rajya Vidyut Utpadan Nigam (hereinafter called the RRVUNL), vide Letter of Award No. .... dated..... of the RRVUNL, Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW ( 850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL). **for the order value of Rs. .... or equivalent foreign currency.**

And whereas under the terms of the said Letter of Award, the Contractor is to furnish RRVUNL with a Bank Guarantee for an amount of 10% (ten percent) of the contract price for the due performance of the contract and fulfillment of the terms thereof, we..... (Name of the Bank) ..... (hereinafter referred to as the Bank) do hereby undertake to pay to the RRVUNL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the RRVUNL by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said contract.

We..... (Name of the Bank)..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the RRVUNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RRVUNL by reason of any breach by the same Contractor(s) of any of the terms or conditions contained in the said contract or by reason of the Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... only.

We..... (Name of the Bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the RRVUNL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till .....the RRVUNL certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor (s) and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before expiry of the period of two months from the time up to which the guarantee continues to be enforceable, we shall be discharged from all liability under this guarantee thereafter.

We..... (Name of the Bank)..... further agree with the RRVUNL that the RRVUNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RRVUNL against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the RRVUNL or any indulgence by the RRVUNL to the said contractor (s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Notwithstanding any thing contained above -

- i) Our liabilities under this guarantee shall not exceed Rs. ----- .
- ii) This Bank Guarantee valid up to ----- .
- i) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you (RRVUNL) serve upon us a written claim or demand on or before --  
----- .

In witness whereof We \_\_\_\_\_ Bank Limited have executed this on this the \_\_\_\_\_ day of .....

Signature: ..... For  
.....

Witness: \_\_\_\_\_

**ANNEXURE-11: AUTHORISATION LETTER**

**(ON THE LETTER HEAD OF THE BIDDER)**

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Bidder, organized under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above Proposal is authorized to bind the agency by authority of its governing body.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

(Official Address)

Designation .....

Seal of Company.....

**ANNEXURE-12:**

**CONTRACT AGREEMENT**

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of \_\_\_\_\_, 2016, between:

REC Transmission Projects Company Limited [a wholly owned subsidiary of Rural Electrification Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at Core-4, Scope Complex, Lodi Road, New Delhi - 110006 hereinafter referred to as "Owner"(which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

\_\_\_\_\_ having its office at \_\_\_\_\_ her  
einafter called the "Agency" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of selection of Agency for the works of **"Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW ( 850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL)"**.

AND WHEREAS the Owner is intending to hire an experienced and qualified Agency who has undertaken similar projects and is capable of providing "Services".

AND WHEREAS the Agency, have represented to the Owner that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Agency, the Owner has agreed to appoint the Agency to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1.0 GENERAL PROVISIONS**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Agency.
- (c) "Agency" means \_\_\_\_\_.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
  - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
  - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.
- (k) "Services" means the works to be provided/performed by the Agency for completion of various tasks as described in Letter of Intent (LoI) hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Third Party" means any person or entity other than the Owner and the Agency.

## **2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:**

The Agency shall render/perform services at RECTPCL office in Delhi/ Kanpur and Kanpur or as mentioned in Bid document/necessary to discharge the scope of work or any other place as intimated by RECTPCL.

### **3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT**

#### **3.1 Commencement of Contract**

This contract shall come into force from the date ("effective date") on which the Owner and the Agency have signed the present contract.

#### **3.2 Termination of Contract for Failure to Become Effective**

- a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Agency shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the Agency, the Agency shall be liable to pay damages to the Owner.

#### **3.3 Commencement of Services**

The Agency shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

#### **3.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Agency.

The Owner shall issue the "No claim certificate" after being satisfied that the Agency has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

### **4.0 Contract Performance Guarantee**

**4.1** The Agency within 7 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Demand Draft or Bank Guarantee as per Performa attached in bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid till two (2) months from the completion of Assignment.

**4.2** The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.

**4.3** The Performance Guarantee will be returned to the Agency without any interest at the end of the Guarantee Period.

## **5.0 OBLIGATIONS OF THE AGENCY**

### **5.1 Standard of performance**

The Agency shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in award of project. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third Parties.

### **5.2 COMPLIANCE WITH RULES AND REGULATIONS**

The Agency agrees that it shall be responsible and liable to comply with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

### **5.3 CONFLICT OF INTEREST**

The Agency shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

### **5.4 Benefit from Commissions, Discounts etc.**

Payment to the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

### **5.5 Agency and Affiliates not to be otherwise interested in Project**

The Agency agrees that, during the term of this Contract, the Agency, Personnel and/or any entity affiliated with the Agency shall not provide services resulting from or directly related to the Agency's Services to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Agency or any of their Personnel from providing services to the Owner and further claim damages for breach.

## **5.6 Prohibition of Conflicting Activities**

The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

## **5.7 Insurance to be taken out by the Agency**

The Agency shall take out and maintain, at its own cost, insurance against risks etc.

## **5.8 Liability of the Agency**

The Agency and each of his Members (Agency personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Agency or his members in such performance, subject to the following limitations:

- (a) The Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Agency or its Personnel; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

## **5.9 Documents Prepared by the Agency to be the Property of the Owner**

All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Owner, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

## **6.0 AGENCY'S PERSONNEL**

### **6.1 Agreed Personnel**

The Agency hereby agrees to engage the personnel in order to fulfill his contractual obligations under this contract.

### **6.2 General**

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **6.3 Removals and/or Replacement of Personnel**

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary

to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (b) If the Owner:
- (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Agency shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

## **7.0 OBLIGATIONS OF THE OWNER**

### **Payment**

In consideration of the Services performed by the Agency under this Contract, the Owner shall make to the Agency such payments and in such manner as is provided by **Clause 8** of this Contract.

## **8.0 PAYMENTS TO THE AGENCY**

**8.1** The cost of services payable in Indian Rupees is set forth in **LoI**.

### **8.2 Mode of Payment**

Payments will be made by the Owner to the Agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

**8.3** The Agency shall submit the bills in duplicate to RECTPCL addressed to Addl. CEO, RECTPCL.

**8.4** The Owner shall cause the payment of the Agency as per the above given schedule of payment within 30 days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Agency is not satisfactory and not in accordance with the scope of work.

**8.5** The final payment under this Clause shall be made only after satisfactory completion of all the activities as per scope of work in LoI and after the issuance of No Claim Certificate.

**8.6** All payments under this Contract shall be made to the account of the Agency with:  
Account No \_\_\_\_\_ Bank,

**8.7 Liquidated damages (LD) for delay in completion of work**

The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

In case of continued non-satisfactory performance, RECTPCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECTPCL. Also, RECTPCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

**9.0 Suspension**

The Owner may, by written notice of suspension to the Agency, suspend all payments to the Agency and invoke Performance Bank Guarantee hereunder:

(j) if the Agency fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension

**or**

(ii) if at any stage it is found that the Agency has provided any wrong information/ false information/ mis-represented the fact.

**10.0 Termination**

**10.1 By the Owner**

The Owner may terminate this contract, by issuing a written notice not less than fifteen (15) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than Thirty (30) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

(a) if the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;

- (b) if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Agency submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Agency knows to be false;
- (d) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (e) if Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## **10.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 16 hereof,
- (c) any right which a Party may have under the Applicable Law.

## **10.3 Cessation of Services**

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

## **10.4 Payment upon Termination**

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner shall make the following payments to the Agency:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination; and

## **11.0 Force Majeure**

### **11.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in

part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) It is however agreed that 'Force Majeure' shall not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or employees, nor
- (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Agency shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

#### **11.2 No Breach of Contract**

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

#### **11.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **11.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **11.5 Consultation**

Not later than fifteen (15) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **12.0 Amendment/Modification**

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

### **13.0 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act, 1996 as amended from time to time.

### **14.0 FAIRNESS AND GOOD FAITH**

#### **14.1 Good Faith**

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

#### **14.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 17 hereof.

### **15.0 TAXES AND DUTIES/CHANGE IN LAW.**

It is hereby agreed between the parties that the Agency and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

## **16.0 Law Governing Contract**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of Delhi in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

## **17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.**

**17.1** The parties shall endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

**17.2** In the event, the parties are unable to resolve such dispute/difference amicably within **sixty (60)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

## **18.0 GENERAL PROVISIONS**

### **18.1 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **18.2 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **18.3 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

For the Owner: REC Transmission Projects Company Limited  
ECE House, 3<sup>rd</sup> Floor,  
Annexe-II, 28A, KG Marg,  
New Delhi - 110001  
Tel: 011-47964747

1. For Agency:

Attention:

Facsimile: \_\_\_\_\_

**18.4** Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmation of the transmission.

**18.5** A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

## **18.6 Authority of Agency in Charge**

The Agency hereby authorize: Mr./Ms. \_\_\_\_\_ to act on their behalf in exercising all the Agency's rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

## **18.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by \_\_\_\_\_ or his designated representative;
- (b) on behalf of the Agency \_\_\_\_\_ or his designated representative.

**18.8 WAIVER OF RIGHT**

The failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

**18.9 SEVEREABILITY CLAUSE**

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

**18.10** This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day.....Month.....and year..... first above written.

FOR AND ON BEHALF OF

[OWNER]

By :

Authorized Representative

**FOR AND ON BEHALF OF**

[AGENCY]

By :

Representative

Authorized

***LIST OF APPENDIX***

Letter of Award

**ANNEXURE-13:**  
**PRICE SCHEDULE (To be submitted online Only)**

(To be submitted as Financial Proposal in Second Envelop)

**Sub: Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW (850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL).**

I \_\_\_\_\_ (Name) on behalf of \_\_\_\_\_ (Name of the agency) herewith submit the Financial Proposal for "Selection of Agency for Preparing Detailed Project Report (DPR) for 975 MW ( 850 MW for Fixed Installation and 125 MW for Floating Installation) Solar Power Plant at Various Power Plant Sites of Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL):.

SR. No.	Description of Work	Plant Type	No of Sites	Unit Rate Per Site (In Rs.)	GST IN %	Unit Rate (In Rs.) including GST	Total Amount for all sites (In Rs.)
			A	B	C	$D = B + B \times (C/100)$	$E = D \times A$
1	Preparation & submission of DPR as per the Scope mentioned in the Bid Documents	For Fixed Type Solar Panel	10			0	0
2		For Floating Type Solar Panel	10			0	0
<b>Total Evaluated Price</b>							0

**Note:**

- The price offer for the Assignment should be quoted on lump sum basis including, all taxes and duties applicable at the time of bid submission excluding GST. GST is required to be quoted separately. Payment of GST shall be made at actuals at the time of payments to the agency by RECTPCL. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
- The agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for

completion of the work shall be carried out by the bidder without any additional cost to RECTPCL.

3. Income tax at source will be deducted by RECTPCL as per the applicable law and regulation and TDS certificate shall be issued to the Agency by RECTPCL
4. All expenses including travel expenses, boarding & lodging expenses, etc. incurred by the selected agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected agency and RECTPCL will not take any responsibility whatsoever on this account.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.
6. It is also to be noted that the Quoted Price shall also be valid for preparation of DPR of Similar Project anywhere in India within a period of One year.

Date:.....

Place:.....

of Bidder)

(Official Address)

(Signature of the Authorized Representative

Name .....

Designation .....

Seal of Company.....

## Annexure-14 of Section-II Annexures

Bidder's guide for Bidding through excel based uploading in RECTPCL portal:

1. Use Internet Explorer to go to [https://www.mstcecommerce.com/eprochome/rectpcl/buyer\\_login.jsp](https://www.mstcecommerce.com/eprochome/rectpcl/buyer_login.jsp)

Home | About Us | Terms of Use | Notices | Privacy Policy | Corporate site | Contact Us |

**RECTPCL Login**

Username

Password

Login Reset

Reset Password?

Reset Password without

**Bulletin Board**

**Live Tenders**  
1. Tender No. RECTPCL/17-18/ET/3 for RECTPCL TEST 3

**Forthcoming Tenders**

**Welcome to REC Transmission Projects Company Ltd. e-Procurement...**

**Vendor Login**

Username

Password

Login Reset

Reset Password?

Register as Vendor

**MSTC SUPPORT**

- 30 MBPS LEASE LINE
- High End IBM P-Series Server
- Skilled Support Team
- 24x7 Hrs. Support
- Disaster Recovery Site
- Best Viewed in IE 7 & Above

Vendor Guide  
Java Download  
FAQ  
Download NIT/Corr.

copyright@MSTC Limited 2014

2. On the right side of the page click on Register as a Vendor:



The image shows a 'Vendor Login' form with a teal background and a blue header. The header contains the text 'Vendor Login' in a yellow rounded rectangle. Below the header, there are two white input fields: one for 'Username' and one for 'Password'. Under the 'Password' field, there are two dark blue buttons: 'Login' and 'Reset'. At the bottom of the form, there are two links: 'Reset Password?' and 'Register as Vendor'.

3. Fill the form that appears to create username and password.

e-Procurement &gt; Vendor &gt; New Registration

Personal Information		*** mandatory fields
Company Name* :	<input type="text"/>	
Contact Person* :	<input type="text"/>	
Company Type* :	<input type="text" value="----Select Company type----"/>	
User Preferences		
Choose a Username* :	<input type="text"/>	<a href="#">Click here to check availability of your User Id</a>
Choose a Password* :	<input type="text"/>	(Your Password is Case Sensitive.)
Retype Password* :	<input type="text"/>	
Your Contact Details		
Email Id* :	<input type="text"/>	
Mobile Phone No. :	<input type="text"/>	(Please provide mobile no. to serve you better)
Day Phone* :	<input type="text"/>	
Fax No. :	<input type="text"/>	
Your Contact Address		
Street* :	<input type="text"/>	
City* :	<input type="text"/>	
Pin* :	<input type="text"/>	
District* :	<input type="text"/>	
Country* :	<input type="text" value="India"/>	<input type="checkbox"/> Other <input type="text" value="Field Disabled"/>
State* :	<input type="text"/>	<input type="text" value="Select State"/>

4. Once the registration is done, login with your user name and password:

### Vendor Login

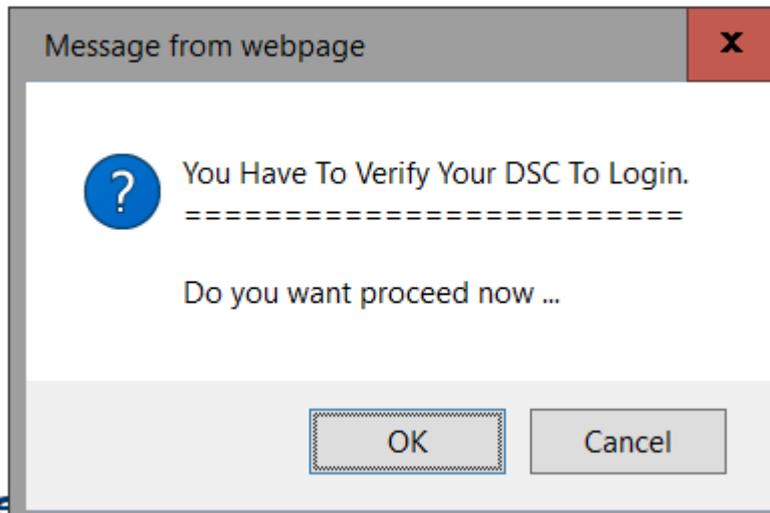
Username

Password

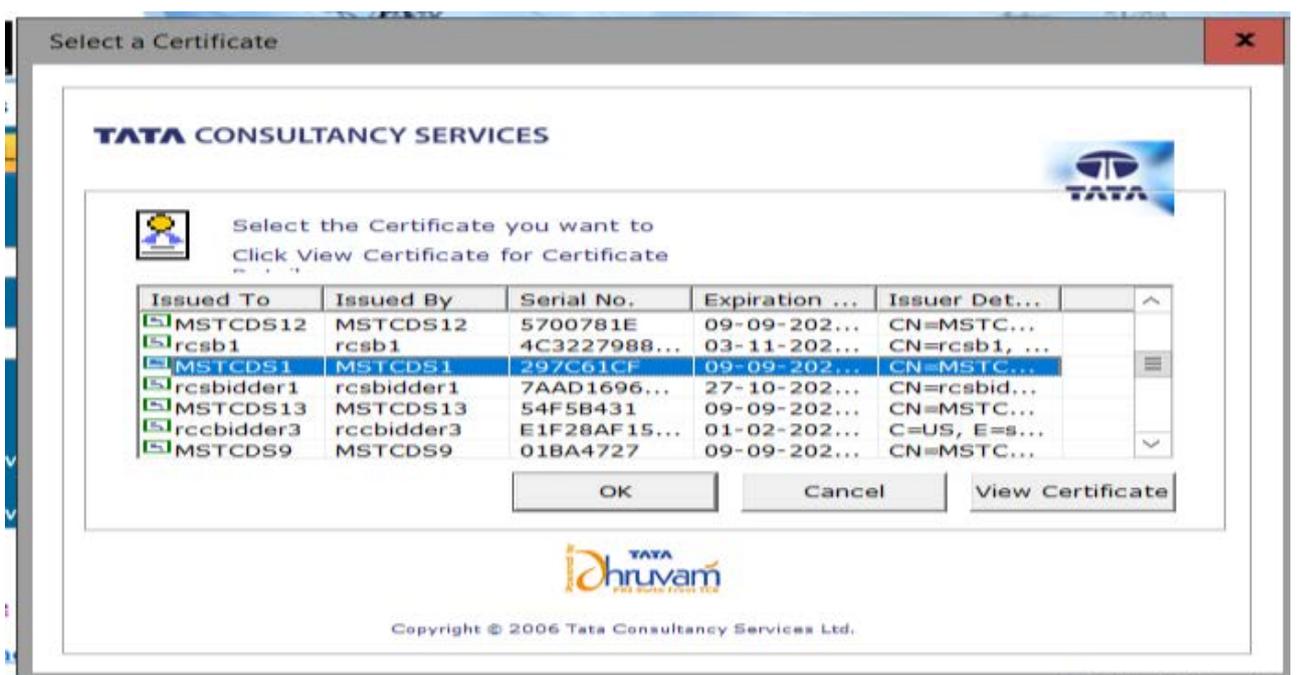
[Reset Password?](#)

[Register as Vendor](#)

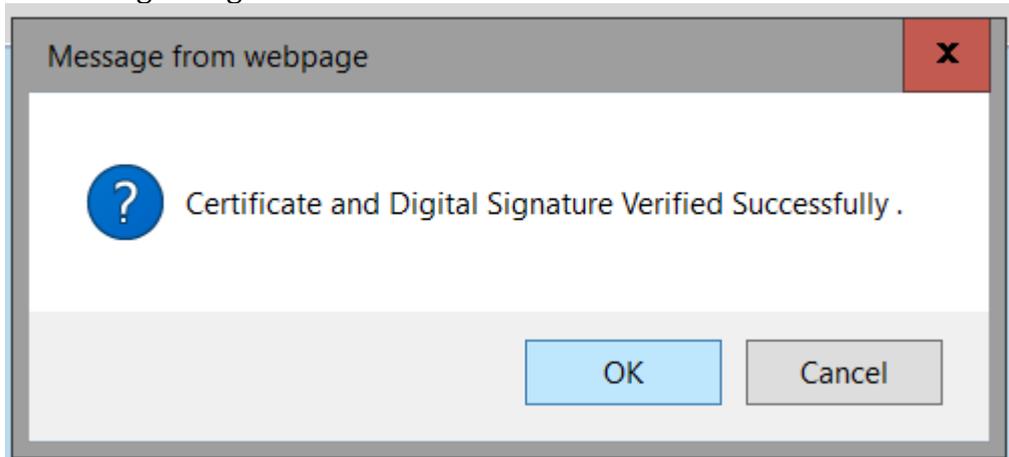
5. System will ask you to verify your digital signature



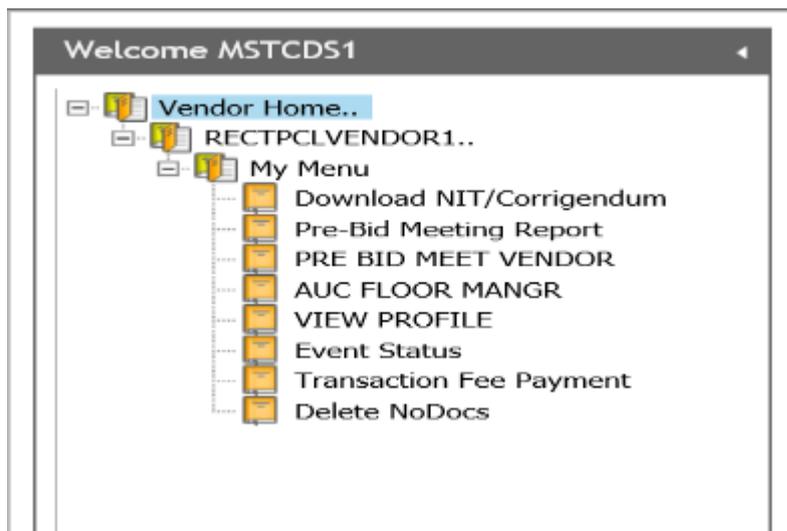
- Press Ok and select your digital signature from the List. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



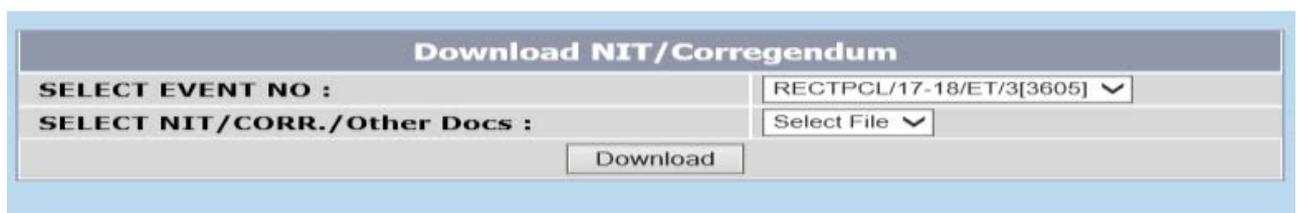
7. Your digital signature will be verified



8. Once login is complete, a bidder can access My Menu through the left side of the page:



9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:



- After going through NIT, a bidder will be required to submit the transaction fee before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEft/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).

- After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid. (tenders have the the denotation ET while e-Reverse Auctions have denotation RA).

e-Procurement Event No.	e-Procurement Event Start Date	e-Procurement Event Close Date
MSTC/17-18/RA/1	2017-05-16 10:12	2017-05-19 14:30
RECTPCL/17-18/ET/3	2017-05-16 10:05	2017-05-19 13:00

- On clicking the tender number following screen will appear:

Hi MSTCDS1 **EVENT INFO**

Events Details Current Server Time: 7.11.2017 12:11:23 IST

Event No	Event Type	Event Start Time	Event Close Time
RECTPCL/17-18/ET/19	3Cover_Price_Bid_Upload_in_Excel	30.10.2017 16:30:00	10.11.2017 17:00:00

Part-I Cover Part-II Cover Upload Docs

ITEM NO	ITEM Name	Cover 3	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	1	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	Qualification part Bid Saved
2	2	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	Technical Saved

13. The first step towards submitting the bid is Cover 1 on the left side. Click on Cover 1 and fill the form given therein. Conditions with agree have to be necessarily agreed, while in the conditions with empty remarks field bidder can give their comments.

(PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR OPINIONS)

Purchaser's Specification		Agree
<input checked="" type="checkbox"/> 1 Technical Terms		
1.1	a	Agree <input type="text" value="Agree with remarks"/>
1.2	a	Remarks <input type="text"/>
1.3	a	AGREE
1.4	a	Agree <input type="text" value="Agree"/>
1.5	a	AGREE

14. After the common terms are saved, a bidder can proceed to saving the Cover 2. To fill Cover 2 form click on cover 2 and fill the form therein.

**(PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR QUOTE)**

**ITEM INFO :** Dismantling of both end terminations of existing oil filled cables as per scope of work mentioned in Technical Specification

Purchaser's Specification		Agree
<input checked="" type="checkbox"/> <b>1 Commercial Terms</b>		
1.1	a	AGREE
1.2	a	AGREE
1.3	a	AGREE
1.4	a	AGREE
1.5	a	AGREE

 Save

15. Once Cover 2 are saved, proceed with submitting the price bid. Click on Download button to download the Excel sheet for Price Bid.

Do you want to open or save 17-18-ET-19-5312-38840-Book2.xls (19.0 KB) from mstcauction.com?

16. Fill up the excel sheet as per the details given therein and tender document.

17. To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

**Upload Price Bid File :17-18-ET-19-5312-38840-Book2.xls**

• Browse File :

Uploaded File Details

• File Name :  File Size[bytes] :  Encrypted File Size[bytes] :

• File Size % Increase After Encryption :

• Uploaded And Encrypted Bid File:

18. Once all the covers are saved, click on upload documents on the top to upload documents for the said tender. Select the cover for which document are being uploaded. A list of previously uploaded files will be visible at the bottom of the screen:

19. After the documents have been uploaded, click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno- commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

#### **E-Reverse Auction:**

20. The Financial Bid will comprise of two rounds. In the first round, the total Initial Price Offer (submitted online along with the Cover 1 and 2) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than 0.01% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the integral multiples of 0.01% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.
21. At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount \_\_\_\_\_ received in the system is the lowest amount in the system. They will be required to give a breakup of the bid quoted by them. The break up should be pro rata reduced (without disturbing rate of taxes) from their initial price offer at Tender stage as per the Illustration provided in the bid document i.e. for all items mentioned in Price Schedule 1, 2&3.

***Note: In case number of qualified bidders are more than 3 (Three), then only 3 bidders ranked as L1, L2 & L3 shall be permitted to participate in e -Reverse Auction***