

Buyer Specific Additional Terms and conditions

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REC POWER DEVELOPMENT AND CONSULTANCY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry of Power, Govt. of India)

SECTION-I: INVITATION FOR BIDS (IFB)

FOR

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

(GeM Bid No.:

(This document is meant for exclusive purpose of bidding against this specification only and shall not be transferred, reproduced or otherwise used for purpose other than that for which it is specifically issued)

SECTION-I: INVITATION FOR BIDS (IFB)

FOR

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No.:

(Two Stage/ Two Envelope/Two Packet Bidding)

- 1.0 REC Power Development and Consultancy Limited, RECPDCL (Formerly Known as REC Power Distribution Company Limited, A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE' under Ministry of Power, Govt. of India) , having its Office at REC Power Development and Consultancy Limited, D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001, India Website: www.recpdcl.in (hereinafter referred to as 'RECPDCL'/'Owner'/'Purchaser') has decided to avail the services of a consultant for Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.
- 2.0 The procurement activities in respect of the aforesaid project shall be carried out by Owner himself and it intends to use domestic funding for eligible payments under the contract for the package as mentioned above.
- 3.0 RECPDCL, therefore, invites sealed proposals for "Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region." on Open Enquiry basis on Domestic Competitive Bidding basis under secured e-procurement procedure.
- 3.1 This Invitation for Bids extended through media, website or written communication or by any other means, shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended is deemed to be an eligible bidder. The eligibility of the Bidders shall be determined as per the provisions of IFB Documents read in conjunction with GTC available on GeM portal.
- 3.2 The detailed scope of work is given in the Section-II: Scope of Works of this IFB document.

The following documents constitute the IFB documents to enable Bidders to submit their Proposals:

- a) Section – I : Information for Bidders.
- b) Section – II : Scope of Works
- c) Section – III : Qualifying Requirements
- d) Section – IV : Conditions of Contracts.
- e) Section – V : Proposal Forms & Attachments.

4.0 The Work schedule for the subject package shall be in line with Clause 15.0.0 of Section-IV, Conditions of Contract of this IFB documents.

5.0 Two Stage/Two Envelope/Two Packet Bidding Procedure will be adopted and will proceed as detailed in the IFB Documents.

6.0 Important Instruction for participation in subject e-Tendering:

a) Bidders are requested to read the Guidelines Available on GeM web link <https://gem.gov.in> before proceeding for submission of proposals. It is important to note that bidders can submit their bids online only through <https://gem.gov.in>.

b) The complete IFB Documents including Scope of Works on portal <https://gem.gov.in>.

c) Bidders shall ensure that their proposals, complete in all respects, are submitted online through GeM portal only. **No DEVIATION in this regard is acceptable.**

d) The IFB documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.

6.1 For proper uploading of the proposals on the portal namely <https://gem.gov.in> (*hereinafter referred to as the '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 RECPDCL, for which contact details are mentioned below. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the proposal.

6.2 A pre-bid meeting will be held through Video Conferencing (VC) on 15.12.2025 at 11:00 (HRS) to clarify the bidders' various issues raised in accordance with ITB.

7.0 Soft Copy Part of the proposals must be uploaded under Two Stage/Two Envelope/Two Packet Bidding Procedure on the GeM portal at or before deadline for

bid submission given on GeM Portal. The GeM portal would not allow any late submission of bids through the portal after due date & time as specified.

Soft Copy of all requisite documents including proposal forms and attachments are required to be uploaded on GeM Portal. (No hard copy is required to be submitted in the office of tender inviting authority's office.)

All proposals must be accompanied by a proposal security/EMD of **INR 25000/-**

Proposal security must be submitted either in physical form or paid online (for details refer clause 6.1.2 of Section-IV: Conditions of Contract). The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to RECPDCL, should be submitted at the address given at para 11.0 on or before the bid end date & time.

8.0 RECPDCL reserves the right to annul the bidding process at any time prior to award of contract, including rejection of any or all bids after the same has 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 RECPDCL's action.

9.0 Below mentioned officers shall be the Independent External Monitor, correspondence (if any), to the IEM be addressed to the following:

1.Smt.Sobhana Kamala Sudarsana Rao IFS (Retd)

Procurement and Contract Management (PCM) Division,
REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA
mail: sobhanarao@yahoo.co.in

2. Shri. Hareshwar Sharma IRS (Retd)

Procurement and Contract Management (PCM) Division,
REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA
mail: hareshwarsharma62@gmail.com

3. Shri. Sanjay Chander IPS (Retd)

Procurement and Contract Management (PCM) Division,
REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA
mail: dgrp1963@gmail.com

10.0 Consultant for the subject package will be selected under Price Based System-Least Cost Selection (LCS) procedure for finalization of contract. Detailed method and

procedures are described in 'Section-IV: Conditions of Contracts 'of the IFB documents.

11.0 All correspondence with regard to the above shall be to the following address.

(By Post/In Person)

Kind Attn.:

Sr.GM & HoD (Transmission)

REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,

Landmark: Near IFFCO Chowk Metro Station

Fax Nos.:- 0124-2571 831

Mobile No. :- 0124-4441300

Email IDs: vijay.kulkarni@recpdcl.in
ladakh.transmission@recpdcl.in



REC POWER DEVELOPMENT CONSULTANCY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry of Power, Govt. of India)

SECTION-II: SCOPE OF WORKS

FOR

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

(GeM Bid No.:)

<< is attached under Scope Of work of GeM bid >>

----- End of -----



REC POWER DEVELOPMENT CONSULTANCY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry of Power, Govt. of India)

SECTION-III: QUALIFYING REQUIREMENTS (QR)

FOR

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region

(GeM Bid No.:)

<< QR is attached under Qualifying Requirements of GeM bid >>

----- End of QR -----



REC POWER DEVELOPMENT AND CONSULTANCY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry
of Power, Govt. of India)

SECTION-IV: CONDITIONS OF CONTRACTS

FOR

Preparation of comprehensive mitigation plan to minimize the impact on
wetlands w.r.t. transmission projects being implemented by RECPDCL in
Ladakh Region.

(GeM Bid No.:)

SECTION – IV: CONDITIONS OF CONTRACTS

- A. Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region, shall be done as per scope of work in Scope of Works provided in 'Section-II' of this IFB documents.
- B. Bidders are requested to follow GeM terms and conditions (GTC) and it will govern the bidding conditions. However, if there is a conflict between the provisions of GeM GTC & this ATC document, the provisions of ATC shall prevail.
- C. Consignee mentioned in proposal is indicative only. Actual Consignee details shall be shared with successful bidder(s) during project execution.
- D. Bidders are requested to quote the price on GeM portal only. The prices quoted by the bidder should include taxes and duties. Bidders shall be required to submit details of break-up of individual BoQ prices along with SAC code and rate of GST in the 'Financial document indicating price break-up' as per the provision available on the GeM portal.
- E. **Bidders shall not upload the BOQ with price details in technical part. The bids accompanied with price details in Technical part shall be rejected.**

1.0.0 Definitions of Terms

Unless defined otherwise, the following terms wherever used in this document shall have the following meanings:

- 1.1.1 Owner' or 'Employer' or 'Company' or 'RECPDCL' or 'Client' or 'Purchaser' shall mean the REC Power Development Consultancy Limited, Gurgaon, Haryana India (A Government of India Enterprise) and shall include their legal representatives, successors and permitted assigns.
- 1.1.2 'Officer' or 'Officer-in-Charge' or 'E.I.C.' shall mean the officer appointed in writing by the Employer, to act as 'Co-Ordinator' from time to time on behalf of the Owner. 'Officer-in-Charge' shall mean the officer authorized by the Client for inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.
- 1.1.3 'IFB Documents' shall mean the Invitation for Bids, Scope of Works for consultants, the Conditions of Contract and Proposal Form, Attachments & Schedules, which subsequently forms a part of the contract along with such other documents as may be mutually agreed upon.

- 1.1.4 'Notification of Award' means the official notice issued by the Purchaser through GeM Portal notifying the consultant that his proposal has been accepted.
- 1.1.5 "Contract Documents" means the documents listed in the Contract/purchase order created / issued on GeM including the additional terms & conditions therein.
- 1.1.6 "Effective Date" means the date of Notification of Award from which the time for completion shall be determined.
- 1.1.7 A 'Week' shall mean a continuous period of seven (07) days.
- 1.1.8 'Indian Rupees' or the sign 'Rs.', INR shall mean the currency of the Government of India.
- 1.1.9 The 'Government' shall mean the 'Government of India' or an authorized representative/agency/department of the 'Government of India'.
- 1.1.10 The word imparting singular shall also include the plural and vice-versa where the context so requires.
- 1.1.11 'Final Report'/Final Document' or 'Report' will mean with final report or 'document' prepared by the Consultant as per IFB documents/ Contract.
- 1.1.12 'Month' shall mean calendar month, 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each.
- 1.1.13 The title or heading shall not alter or affect the intent of scope of the clauses or articles of the documents.
- 1.1.14 'Person' shall include firms, companies, corporation and association or bodies of individuals, whether incorporated or not.
- 1.1.15 'Consultant' or 'Contractor' or 'Technical Specialist' or 'Bidder' or 'Selected Agency' shall mean the Firm/Agency/Bidder whose proposal has been accepted by the Employer for Award of the work and shall include his legal representatives, successors and permitted assignee.
- 1.1.16 'Consultancy Assignment' or 'Work' or 'Study' or 'Assessment' or 'Services' shall mean the complete study/work as specified in the IFB Documents.
- 1.1.17 **THE DATE OF COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause of the document, contract shall be deemed to have been completed after issuance of the certification from Officer in Charge, that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.

1.1.18 “Contract Price” means the sum specified in the Contract/purchase order created / issued on GeM, subject to such additions or deductions therefrom, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the “Contract Price” means the sum specified in the Contract/purchase order created / issued on GeM.

2.0.0 SELECTION OF CONSULTANT

2.1.0 REC Power Development and Consultancy Limited (RECPDCL) will select Consultancy firm/organization, called the ‘Consultant’ from amongst the eligible consultants/ bidders who have submitted their proposals in response to Invitation for Bids (IFB), which is placed in Section - I, in accordance with the method of selection specified in these Conditions of Contract.

2.1.1 Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of proposals as per Clause 6.2.0 and at the time of Notification of Award as per Clause 11.0.0.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

- (i) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

- (ii) "Bidder from a country which shares a land border with India" for this purpose means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iii) The beneficial owner for the purpose of (ii) (d) above will be under:

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

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

2.1.2 Consultants/Bidders, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Purchaser of such event as below:

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1.	Termination [#] of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	Till the firm comes out of Resolution process

Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination

For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

**For the purpose of working out 50% of the Contract, following shall be taken into account:*

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

The Employer shall be the sole judge in this regard and the Purchaser's interpretation on the aforesaid event(s) shall be final and binding.

Notwithstanding the above, in case any of the event(s) as per Clause 2.1.2 above is encountered afresh even prior to opening of Financial Proposal /Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

2.2.0 The Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. A Consultant may be

considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Proposal; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Consultant, or influence the decisions of the Employer regarding this bidding process.

2.3.0 Period of Validity of Proposal

2.3.1 Proposals shall remain valid for the period of **180 days** after the date of opening of Techno-commercial Proposal, prescribed by the Employer, pursuant to Sub-Clause 6.2.5 given below. A Proposal valid for a shorter period shall be rejected by the Employer as being non-responsive.

2.3.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the validity of proposal security shall also be suitably extended. A Bidder may refuse the request without forfeiting its proposal security. A Bidder granting the request will not be required or permitted to modify its bid.

3.0.0 CURRENCY OF PROPOSAL

All prices quoted in the Proposal Schedule on GeM portal, should be in Indian Rupees only and all payments shall be made in the currency of Proposal.

4.0.0 THE IFB DOCUMENTS

4.1.0 The following documents constitute the IFB documents:

- a) Section – I : Invitation for Bids;
- b) Section – II : Scope of Works ;
- c) Section – III :Qualifying Criteria
- d) Section – IV : Conditions of Contracts;
- e) Section – V : Forms and Attachments

4.2.0 This document is meant for exclusive purpose of submitting the offer by the Consultant against the IFB Documents and shall not be transferred,

reproduced or otherwise used for the purposes other than for which it is specifically issued.

5.0.0 VOID

6.0.0 Documents Comprising the Proposal

Techno-commercial proposal (First Packet/First Envelope) :- All requisite & relevant documents including proposal forms and attachments, duly seal & signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm, are required to be uploaded on GeM Portal.

Bidder may note that non-submission of Bid Security shall lead to outright rejection of their Bid.

Soft copy part of the proposal shall comprise of following documents to be uploaded on the portal as per the provisions below:

As part of Techno-commercial proposal /First Envelope: Letter of First Envelope Proposal (*Refer Form No.1*), duly completed and signed by the Consultant, together with the following attachments as given in IFB documents:

- a) **Attachment-1:** Proposal security/EMD (*as per the format provided in IFB Documents-Refer Form No.2*) or Online Payment acknowledgment towards Proposal Security.
- b) **Attachment-2:** Power of Attorney

A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and thus that the Proposal is binding upon the Bidder during full period of its validity, in accordance with Clause 2.3.0 above.

Further, bidder shall furnish copy of partnership deed, in case of partnership firm, Memorandum and Articles of Association, in case of limited company, ownership certificate in case of sole or proprietorship firm.

- c) **Attachment-3:** Undertaking regarding unconditional acceptance of Provisions of IFB documents (*Refer Form No.3*)

- d) **Attachment-4:** Information for ex-employees of Purchaser in Bidder's firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises (*uploading of Scanned Copy*) (**Refer Form No.4**)
- e) **Attachment-5:** Declaration regarding Financial Proposals (*uploading of Scanned Copy*) (**Refer Form No.5**)
- f) **Attachment-6:** Confidentiality Undertaking (*uploading of Scanned Copy*) (**Refer Form No.6**)
- g) **Attachment-7:** Certification by the Bidder as per DoE Order (*uploading of Scanned Copy*) (**Refer Form No.7**)
- h) **Attachment-8:** Declaration by the bidder regarding events encountered as mentioned at point no 7.4 above (*uploading of Scanned Copy*) (**Refer Form No.9**)
- i) **Attachment-9: Relevant documents and Annexures in line with the Section-III of Qualifying Requirements (QR).**

As part of Financial Proposal/Second Envelope:

Bidder has to quote the total price including Taxes & Duties on GeM portal only. Bidders shall be required to submit details of break-up of individual BoQ prices along with SAC code and rate of GST in the '**Financial document indicating price break-up**' as per the provision available on the GeM portal.

Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

6.0.1 The prices (including taxes and duties) Quoted by Bidders on GeM portal shall be final and shall be considered for evaluation and award purposes.

6.1.0 Proposal Security

6.1.1 The Bidder shall furnish, except as exempted herein below, as part of its proposal, a proposal security in the amount INR 25000/- shall be submitted to the Employer as per the terms and conditions of IFB Documents. The proposal security must be submitted in the form provided in the IFB Documents.

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of proposal Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

MSE Bidder is not L1

In case an MSE Bidder (based on the documents submitted in the Bid) is not a L1 Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers them as Non MSE Bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE Bidders as per the GeM procedures/policies.

MSE Bidder is L1

In case an MSE Bidder (based on the documents submitted in the Bid) is L1 Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers the Bidder as Non MSE Bidder and mandatorily gives option to send price match request to other eligible MSE bidders (falling within %15 of L-1 bidder). Based on the outcome of the price matching, L1 Bidder is displayed in the Portal for RECPDCL to take a decision on whom to award the package. In such a case, the Bidder shall be treated as Non-MSE bidder as per the GeM procedures/policies.

Those MSE Bidders (based on the documents submitted in the Bid) who have not claimed "EMD exemption" in GeM for the subject package, EMD exemption benefits shall not be extended as per the GeM procedures/policies.

- 6.1.2 The proposal security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer i.e. 'REC Power Development and Consultancy Limited' payable at Delhi/Gurgaon or a bank guarantee from a reputed bank selected by the bidder. The format of bank guarantee shall be in accordance with the form of proposal Security

included in the IFB documents, Proposal Security shall be valid up to or any other date as subsequently requested under clause 2.3.2 above.

6.1.3 Any proposal not accompanied by an acceptable proposal security or Online Payment Acknowledgement towards proposal security (along with the bid or subsequently pursuant to clause 6.2.5.1 below, except as exempted at 6.1.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to clause 8.4.0 below.

6.1.4 The proposal securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the proposal validity period.

6.1.5 The successful Bidder shall be required to keep its proposal security valid for a sufficient period till the performance security(ies) pursuant to clause 12.0.0 are furnished to the satisfaction of the Purchaser. The proposal security of the successful Bidder will be returned when the Bidder has furnished the required performance security as per IFB documents.

6.1.6 The proposal security may be forfeited

a) if the Bidder withdraws its bid during the period of proposal validity; or

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to accept the Award, in accordance with bidding documents, or

(ii) to furnish the required performance security(ies), in accordance with clause 12.0.0 of Section-IV Conditions of Contract and/or to keep the proposal security valid as per the requirement of clause 6.1.5 of Section-IV Conditions of Contract.

6.1.7 No interest shall be payable by the Purchaser on the above proposal Security.

6.2.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

6.2.1 VOID

6.2.2 Submission of Documents/Proposals

The documents shall

(a) be addressed to the Employer at the address given below; and

(b) bear the package name/title and number indicated in the 'Invitation for Bids'.

Address for submission of Hard copy of Documents (if any);

Address in Person or by Post:

Kind Attn.:

Sr. General Manager & HoD (Transmission),
REC Power Development and Consultancy Limited
'D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001.

Deadline for submission of Soft copy part of Proposal is:

Proposal submission timelines will be defined as per the GeM/e-Procurement server clock only.

6.2.2.1 VOID

6.2.2.2 In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the Techno-commercial Proposal. The Account details of RECPDCL for the purpose of Bank Guarantee (towards Proposal security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.
HDFC Bank Limited G-4, Ground floor Surya Kiran building 19, Kasturba Gandhi Marg New Delhi 110001	HDFC0000003	00030350008262

In addition to the above, the Bank Guarantee (towards Proposal security) should be submitted in the Physical form as specified in Clause 6.1.0 above.

6.2.2.3 SIGNATURE OF PROPOSALS

6.2.2.3.1 The offer must contain the name, designation, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the Consultant with his usual signature.

6.2.2.3.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

6.2.2.3.3 Offers by corporation/company must be signed with the legal name of the corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such corporation/company in the matter.

6.2.2.3.4 The power of attorney in the name of the person signing on behalf of the Consultant shall be furnished along with the offer.

6.2.2.3.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

6.2.2.3.6 Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the Proposal.

6.2.3 Deadline for submission of Proposals:

6.2.3.1 Soft copy of the proposal shall be uploaded through the GeM Portal at or before the submission time and date as stipulated in the IFB document.

6.2.3.2 The Employer may, at its discretion, extend this deadline for submission of proposals by amending the IFB Documents at any time prior to opening of proposals by the Employer, in which case all rights and obligations of Employer and consultants will thereafter be subject to the deadline as extended.

Further the Employer also reserves the right to extend Proposal submission timeline or recall the tender if Portal's server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the Proposal submission due date.

6.2.4 Modification and Withdrawal of Proposals

6.2.4.1 Bidder may modify its Proposals through the relevant provisions on the Portal. The Bidder may modify or withdraw its Proposal after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for Proposal submission.

6.2.4.2 The Bidder's modifications shall be done as per the relevant provision of portal therein.

6.2.4.3 Bidder may withdraw its Proposal through the relevant provisions of portal only.

6.2.4.4 No Proposal may be withdrawn in the interval between the Proposal submission deadline and the expiration of the Proposal validity period. Withdrawal of a Proposal during this interval may result in the forfeiture of Bidder's proposal security, pursuant to Clause 6.1.6 above.

6.2.5 Opening of Proposals:

Opening of proposals shall be done in line with the provisions of GeM.

6.2.5.1 Clarification of Proposals

During proposal evaluation, the Employer may, at its discretion, ask the Consultant for a clarification of its proposal. In case of erroneous/non submission of documents related to/identified in Sub-Clause 6.0.0(II) (b), (f), (g), (h) & (i), Online Payment acknowledgment towards Proposal Security (in cases where online payment has been made prior to the deadline for submission of Proposal) and documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant Clause 6.1.2 above, required to be submitted by the Consultants as per the provisions of the IFB Documents, the Employer may give the Consultant not more than 02 working days' notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

7.0.0 PRICE BASIS AND BASIS OF EVALUATION

7.1.0 PRICE BASIS

7.1.1 **The Bidder shall quote their Proposal Price in Indian Rupees for the scope of work** as specified in the Section-II: Scope of work of IFB Documents, on GeM portal. Further, such Proposal Price of the Consultant covers all the Consultants' obligations mentioned in or to be reasonably inferred from the IFB Documents to successfully execute the intended services, on a "single responsibility" basis.

7.1.2 The Proposal Prices quoted by the Bidder shall be **fixed** during the performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as nonresponsive and rejected.

- 7.1.3 The consultant shall identify sites for field visits, if needed, and plan to the agreed stations in consultation with RECPDCL as specified in Section-II: Scope of works of IFB Documents. Bidder shall quote their Proposal Price including all incidental cost towards field visits such as to and fro Journey fare, local conveyance and accommodation.
- 7.1.4 The Proposal Prices quoted by the Bidder shall be inclusive of applicable GST. Owner shall, however, be making deductions, at source as per relevant Laws/ other applicable laws in India, if any.
- 7.1.5 The quoted prices shall be deemed to cover for the full scope as aforesaid, including overhead and profits. The Proposal price shall include all man-day charges including deputation, equipment charges and any other incidental charges (directly or indirectly), for successful completion of the work.
- 7.1.6 The Bidder has to submit the proposal strictly in accordance with the IFB Documents and the Letter of Proposal(s) along with all its attachments and schedules have to be filled in clearly and exhaustively, failing which the proposals are liable to be rejected without any reference to the Bidder.
- 7.1.7 RECPDCL do not bind themselves to accept the lowest of any offer or to give any reasons for their decision.

7.2.0 BASIS OF EVALUATION

Price Based System-Least Cost Selection (LCS) procedure shall be used to evaluate the Consultancy proposals. The bids, of those Bidders who are not eligible in line with clause 2.0.0 above, shall be rejected during evaluation. The eligible Bidders who submit substantially responsive proposals conforming to the IFB shall be taken up for further evaluation as per clauses herein below.

7.2.1 EVALUATION CRITERIA:

A. PHASE 1: PRELIMINARY EXAMINATION:

The following requirements shall strictly be complied by the Bidders.

1. The Employer will examine the Proposals to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
2. Proposals of only those Bidders, who quote for the complete scope of work as described in the IFB Documents, shall be considered.

3. Proposals taking any exception to scope of work and any conditions specified in the IFB documents shall be liable for rejection.
4. Proposal should be submitted strictly as per the prescribed format. Proposals not in the prescribed format are liable for rejection.
5. Any Proposal not accompanied by a Proposal security or an acceptable Proposal security shall be rejected by the Employer as being non-responsive.
6. Any Proposal not accompanied with 'Undertaking regarding Unconditional acceptance of the provisions of IFB documents' (**Attachment-3**) or furnished subsequently pursuant to Clause 6.2.5.1 above shall be rejected by the Employer as non-responsive.

If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

B. EVALUATION OF FINANCIAL PROPOSAL (PRICE PART):

1. Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to qualification and techno commercial evaluation.

The comparison shall include the applicable taxes, duties and other levies.

7.2.2 e-Reverse Auction (e-RA)

The electronic Reverse Auction (e-RA) is not applicable for this package.

8.0.0 VOID

9.1.0 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Bidders who submitted Proposals or to other persons not officially concerned with the bidding process until the winning firm has been notified and contract awarded.

9.2.0 Owner's Right to Accept any Proposal and to Reject any or all Proposals

The Owner reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidders.

10.0.0 Award Criteria

10.1.0 Subject to Clause 9.2.0 above, OWNER will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose Proposal has been determined to be substantially responsive and to be the lowest evaluated Proposal.

10.2.0 The mode of contracting with the successful bidder will be as per below:

The successful Bidder, determined as per Sub-Clause 10.1.0 above, shall be awarded a single contract for the entire scope of works for providing all services as specified in the Contract Documents.

11.0.0 Notification of Award

GeM generated Contract which shall also be referred as 'Notification of Award (NOA)'/ 'Letter of Award (LoA)'.

12.0.0 CONTRACT PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY

12.1.0 The successful Bidder to whom the work is awarded shall be required to furnish a Contract Performance security in favour of the Owner. The performance security shall, at the Consultant's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Owner or in the Form of unconditional Bank Guarantee in proforma enclosed as **Annexure-B**, to this Conditions of Contract, from a bank acceptable to the owner, within ten (10) days after the date of Notification of Award of the contract.

12.1.2 No interest shall be payable by the Owner on the performance Security.

12.1.3 During execution of contract the Consultant, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through RECPDCL ONLINE PAYMENT, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Owner of Performance

Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.

12.1.4 The Bank Guarantee for Performance Security are to be provided by the Consultant, which should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or
- (c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Owner, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating Consultant. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India.

The guarantee amount shall be equal to Five percent (5%) of the total Contract Price in accordance with the terms and conditions specified in the contract and in the IFB documents. The Contract performance Guarantee shall be valid till the expiry of Ninety (90) days beyond scheduled date of final acceptance of work (i.e. till date of expiry of validity of Contract). However, if the contract period is extended then the validity of the Contract Performance Guarantee is to be correspondingly extended by the Consultant.

The contractor has the option to submit BG (towards Performance Security) using SFMS Platform.

The Account details of RECPDCL for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.
HDFC Bank Limited G-4, Ground floor Surya Kiran building 19, Kasturba Gandhi Marg New Delhi 110001	HDFC0000003	00030350008262

Additional Performance Security(ies): Not Applicable.

In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified in Clause 12.1.0. above

12.2.0 The Contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the IFB documents.

12.3.0 The Contract Performance Guarantee will be returned to the Consultant, without any interest, at the end of validity period as mentioned at 12.1.0 above and on successful completion of scope of the work, whichever is later.

13.0.0 TERMS OF PAYMENTS

13.1.0 In accordance with the provisions of IFB documents, the Employer shall pay the Consultant in the following manner and at the following times after submission of Performance Security as per para 12.0.0 above. The Proposal Prices quoted by the Bidder shall be inclusive of applicable GST. Owner shall, however, be making deductions, at source as per relevant Laws/ other applicable laws in India, if any.

13.2.0 All payments under the Contract for the services rendered shall be released, on stage-wise completion of the services as per Scope of work and on the certification of Engineer-in-charge.

The payment to the consultant shall be regulated as below: -

- a) Completion of Inception report, Baseline survey with maps and GIS Data: **20%** of total quoted price shall be released after submission & acceptance of inception report with methodology and timeline adopted, site surveys (if required), correspondences/documents of stakeholders' consultations along with copy of the original tax invoice.
- b) Submission of Draft Mitigation plan: **40%** of the quoted price shall be released on submission and acceptance of draft mitigation report with detailed site-specific measures along with presentation to stakeholders (submission of the original tax invoice).
- c) Submission of Final Report & Wildlife Approval: **40%** of total quoted price shall be released upon acceptance and approval of final mitigation plan from RECPDCL and other stakeholders (LPDD/Forest Deptt./MoEF&CC etc.) including completion of all activities as per scope of work (submission of the original tax invoice).

- 13.3.0 The above payments shall be made after deducting there from such other amounts as may be deductible or recoverable under the Contract.
- 13.4.0 No interest is admissible on amounts payable by the Owner.
- 13.5.0 Further, the consultant shall identify sites for field visits, if needed, and plan to the agreed stations in consultation with RECPDCL as specified in Section-II: Scope of Work of IFB Documents. Bidder shall quote their Proposal Price including all incidental cost towards field visits such as to and fro Journey fare, local conveyance and accommodation.

14.0.0 PROCEDURE OF PAYMENT

- 14.1.0 All payments shall be made against GST invoices to be raised by the Consultant(s) as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Consultant fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Officer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted. The Employer shall pay to the consultant all the payments and other costs within fifteen (15) days of certification of the Officer-in-Charge of the amount payable for the services. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account furnished by consultant along with their Proposal. In the event, there is any query in respect of any item of such invoice requiring clarification, the Officer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Employer that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of 30 days thereafter. If no mutual agreement can be reached within a period of forty-five (45) days after receipt of the invoices by the Officer-in-Charge, the Employer shall make payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e., within seventy-five (75) days from the date of receipt of invoice by the Officer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Employer.

15.0.0 WORK SCHEDULE

Time is the essence of the contract and to achieve the deliverables, time lines as specified in the Section - II: Scope of Work shall be strictly adhered to.

16.0.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

16.1.0 As per Gem GTC

16.3.0 No bonus will be given for earlier Completion of the entire scope of work or part thereof.

17.0.0 LIABILITY OF THE CONSULTANT

17.1.0 Any mistake or inadequacy appear in the documents submitted by the consultant, the consultant shall perform at its own initiative and no extra cost to RECPDCL, all such services as shall be necessary to remedy the said mistake or inadequacy.

17.2.0 The Consultant shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually received by the Consultant.

17.3.0 Consultant shall indemnify and hold harmless RECPDCL against any and all claims, demands, and/or judgements of any nature brought against RECPDCL arising out of the services by Consultant and it's staff under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

18.0.0 TAXES, DUTIES AND INSURANCE

18.1.0 All the Bidders are requested to familiarize themselves with the Laws, Rules and Regulation prevailing in India and consider the same while developing and submitting their Proposals. Further, all charges such as but not limited to insurance charges, license fees, etc. as applicable to the subject contract shall be included in the quoted price. RECPDCL shall not bear any expenditure, whatsoever on this account. The liability of OWNER shall only be limited to payment of applicable GST.

However, if there is difference in SAC classification and corresponding rate of GST of an item as quoted by the bidder in its proposal and SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Consultant shall be lower of the GST applicable at the rate as quoted in the proposal or actual GST paid/payable by the bidder for that item.

Further, if, after the date three (03) days prior to the date of proposal Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Consultant, the Contract Price shall be correspondingly increased or decreased to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Owner and the Consultant for supply services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Consultant for which the Owner shall be the sole judge.

- 18.2.0 Tax liability, if any, on deputation of any of the consultant's Personnel or associates or experts to India or abroad shall also be borne by the consultant and shall be the responsibility of the Consultant as per Tax Laws of India.
- 18.3.0 The Consultant shall be liable to take /maintain all necessary insurances at its own cost.
- 18.4.0 Income Tax, Surcharge on income tax and other corporate taxes, including cess wherever applicable, the Consultant shall be responsible for such payments to the concerned authorities. The Owner is entitled to deduct TDS as per the Government Policies/tax rules and regulations.

19.0.0 Use of Contract Document and Other Information

- 19.1.0 Consultant shall keep all the knowledge and information (which is not within the public domain), which may be acquired during the carrying out of this assignment, strictly confidential for all times and for all purposes. All final reports and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of RECPDCL.
- 19.2.0 The Bidder /Consultant shall not without RECPDCL's prior written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RECPDCL in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 19.3.0 The Bidder/Consultant shall not, without RECPDCL's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

19.4.0 The Bidder/Consultant shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the RECPDCL.

19.5.0 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of RECPDCL and shall be returned (in all copies) to RECPDCL on completion of the agency's performance under the Contract if so, required by RECPDCL.

19.6.0 Bidder/Consultant shall keep confidential, and shall not, without the consent of RECPDCL, which shall not be unreasonably withheld, divulge or part off to any third party any documents, data or other information in connection with this assignment except where such information is of the public domain or required under the statute or Law.

20.0.0 SETTLEMENT OF DISPUTE

20.1.0 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the Officer-in-charge subject to a written appeal by the consultant to the Officer-in-charge whose decision shall be final to the parties hereto.

20.2.0 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

20.3.0 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause No. 21.0.0 herein below.

21.0.0 ARBITRATION

21.1.0 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration.

The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three-member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

Sole Arbitration

The sole Arbitrator shall be chosen from a panel of empaneled Arbitrators maintained by RECPDCL. The same shall comprise of retired Judges and retired Senior executives of PSUs other than RECPDCL. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

Sl no	Claim amount	Work Experience/Qualifications
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than RECPDCL/Retired Distt Judges/ High Court Judges.
2	Rs.10 Crore- Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges

- (a) In case of invocation of arbitration by RECPDCL, RECPDCL shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by RECPDCL and matter will be referred to such appointed Arbitrator for further arbitration proceedings.
- (b) In case of invocation of arbitration by the Contractor, the Contractor shall request RECPDCL for its database of Arbitrators/ chose from the list of Arbitrators available on RECPDCL's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by RECPDCL within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a **notice** from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole

arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in RECPDCL whereas in case of the three-member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

21.2.0 Notwithstanding the existence of any dispute or difference and/or reference for arbitration, the Bidder shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Bidders shall not be withheld by the owner on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

21.3.0 The Arbitrators may from time to time with consent of the parties enlarge the time for making and publishing the award.

21.4.0 The **venue** of arbitration shall be Head Quarters of RECPDCL at Gurgaon.

22.0.0 TERMINATION

22.1.0 TERMINATION FOR DEFAULTS:

22.1.1 The Employer may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or in part:

- a) if the consultant fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the Employer in writing.

- b) if the consultant fails to perform any other obligation(s) under the contract; or
- c) if the consultant in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from the Employer.

22.1.2 In the event of Employer terminating the contract in whole or in part, pursuant to clause 22.1.1. the Employer may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the consultant shall be liable to the Employer for any excess costs for such similar services subject to 'limitation of liability' applicable under Clause 17.0.0 above. However, the consultant shall continue performance of the contract to the extent not terminated.

22.2.0 TERMINATION FOR CONVENIENCE

22.2.1 The Employer may be giving written notice to the consultant, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for Employer's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

22.2.2 The services that are completed and ready for final submission within thirty days after the consultant's receipt of notice of termination shall be accepted by the Employer at the contract terms and prices. For the remaining services, the Employer may elect:

- a) to have any portion completed and delivered at the contract terms and provisions and /or
- b) to cancel the remainder and pay to the consultant an agreed amount for partially completed services.

22.3.0 TERMINATION FOR INSOLVENCY

22.3.1 The Employer may at any time terminate the contract by giving written notice to the consultant, without compensation to the consultant, if the consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

23.0.0 GOVERNING LAWS

This consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts shall have the exclusive jurisdiction.

24.0.0 SUSPENSION OF THE OBLIGATION

24.1.0 The obligations stipulated in this IFB documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in clause No. 25.0.0 herein below or as a result of an agreement between the parties.

24.2.0 In the event of Force Majeure, neither of the Parties may be considered in default of its obligations under the terms of the IFB documents.

25.0.0 FORCE MAJEURE

25.1.0 Force Majeure is hereby defined as any cause which is beyond the control of the consultant or the **Employer** as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes

provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

25.2.0 The consultant or the **Employer** shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after consultants' performance of his obligations has been delayed for other causes.

26.0.0 HANDLING OF DOCUMENTS

26.1.0 All documents prepared by the consultant in connection with the services to be provided by the consultant shall be the property of the **owner i.e. RECPDCL**. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the **owner** before final acceptance or thereafter. The consultant can retain one copy of the documentation (including working papers) relating to advice or report it may provide as a part of this assignment subject to confidentiality obligation specified in clause

26.2.0. Further, the documents to be handed over the owner would not include the internal checklist and discussion/review notes prepared.

26.2.0 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by him from RECPDCL under terms of the contract or in performance thereof.

26.3.0 The consultant shall not prepare articles or photographs for publication or speeches about the work and/or plant, contracts and installation in which RECPDCL has an interest without prior written consent of RECPDCL

26.4.0 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

27.0.0 ABANDONMENT OF WORK

If any work included in the scope of IFB documents to be done by the consultant is abandoned or suspended for any cause or reasons which cannot be attributed to the consultant, payment shall be made on a pro-rate basis for the work actually done and reported by him.

28.0.0 SUB-CONTRACT

The consultant shall not assign or sub-contract any portion of this work without the prior written consent of RECPDCL.

29.0.0 BANKRUPTCY

29.1.0 If the consultant has become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purposes only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, RECPDCL shall be at liberty.

a) to terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the consultant may become vested.

b) to give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment upto an amount to be determined by RECPDCL.

30.0.0 PROGRESS REPORT

30.1.0 The consultant shall prepare and submit to the Officer-in-Charge progress report fortnightly, showing the progress and status of the 'Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Officer-in-Charge. Draft formats of progress reports shall be finalized in consultation with the Officer-in-Charge.

30.2.0 It is understood that submission of such reports and reviews thereof by RECPDCL shall not absolve the consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

30.3.0 Review meetings will be held as and when required either in RECPDCL office or Consultant's office and progress of work will be reviewed.

31.0.0 OWNER'S RIGHT

Owner reserves the right for the following: -

31.1.0 Rejection of any or all offers without assigning any reason whatsoever.

31.2.0 Rejection of any offer with incomplete scope of works or which is an incomplete offer in the opinion of the Employer.

31.3.0 Review of the work performed by the consultant either by Employer or through another consultant separately appointed by Owner and ask for any clarification and changes/modifications to the work performed by the consultant. Such changes shall be mutually discussed and agreed between the Owner and the consultant and the same shall be incorporated by the consultant in his work without any cost to the Employer and without any dilution of the responsibility of the consultant.

31.4.0 Seek changes in the consultant's personnel deployed for the assignment on grounds of quality of work, timely completion or other reasons. Such changes shall be mutually discussed and agreed between the Owner and the consultant without any cost to the Owner and without any dilution of the responsibility of the consultant. Further, the replaced personnel shall have similar or higher competency level and designation.

32.0.0 CORRESPONDENCE AND CONTRACT CO-ORDINATION PROCEDURE

All correspondence during execution of the contract shall be made as per following procedure:

- 32.1.0 On all matters pertaining to execution of the contract, the consultant shall directly interact with the Officer-in-Charge.
- 32.2.0 All correspondence from the Employer to the consultant shall be made with the full-time coordinator to be identified by the consultant and agreed by owner.

33.0.0 LANGUAGE

The offer must be submitted in English language. All documents, specifications, schedules, notices correspondences or any other written material in connection with this work shall be in English language.



REC POWER DEVELOPMENT AND CONSULTING LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry of Power, Govt. of India)

SECTION-V: FORMS & ATTACHMENTS

FOR

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

(GeM Bid No.:)

Bidding Forms/Attachments to SECTION-V

1. Letter of Techno-commercial Proposal

Proposal Ref. No.:

Date:

To:

Transmission Division
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

Name of Package: Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No:

Dear Ladies and/or Gentlemen,

1.0 Having examined the IFB Documents, including Amendment/Addenda the receipt of which is hereby acknowledged, we the undersigned, offer to deliver services as per provisions of Scope of Works under the above-named package in full conformity with the said IFB Documents. In accordance with provisions of the IFB Documents, we hereby submit our Proposal, in two envelopes i.e. Techno-commercial Proposal & Financial Proposal (to be opened subsequently).

1.1 We meet eligibility requirements and have no conflict of interest in accordance with Clause 2.2.0 Section-IV (Instruction to Bidders).

1.2 We shall render all the services under the subject assignment from within India only. However, if any of the service required from abroad, have been included in our prices.

2.0 Attachments to the Letter of Techno-commercial Proposal :

1.3 In line with the requirement of the IFB Documents, we enclose herewith the following Attachments to this Letter of Proposal:

Sr No	Attachment	Attachment Description	Submitted along with bid (Yes/No)
(a)	Attachment 1:	Proposal Security	

(b)	Attachment 2:	A written confirmation/Power of Attorney duly authorized by a Notary Public indicating that the person(s) signing the Proposal have the authority to sign the Proposal and thus that the Proposal is binding upon us during the full period of its validity in accordance with the Clause 2.3.0 of Section-IV of IFB documents.	
(c)	Attachment 3:	Undertaking regarding unconditional acceptance of Provisions of IFB documents	
(d)	Attachment 4:	Information for ex-employees of Purchaser in Bidder's firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises.	
(e)	Attachment 5:	Declaration regarding Financial Proposals	
(f)	Attachment 6:	Confidentiality Undertaking	
(g)	Attachment 7:	Certification by the Bidder as per DoE Order in line with Clause 2.1.1	
(h)	Attachment 8:	Declaration by the Bidder regarding events encountered pursuant to Clause 2.1.2	
(i)	Attachment 9:	Relevant documents and Annexures in line with the Section-III of Qualifying Requirements (QR).	

3.0 We are a Micro and Small Enterprise (MSE) **registered with**, a designated Authority of GoI under the Public Procurement Policy for MSEs Order, 2012, Notification dated 01/06/2020 and 26/06/2020 including subsequent amendments, read in conjunction with related notifications issued from time to time for such enterprises. **(To be filled by MSE Company only) (Strike-off this para if NOT APPLICABLE)**

4.0 We have understood the instructions and the terms and conditions mentioned in the enquiry furnished by you and have thoroughly examined the terms and conditions laid down by you in the IFB documents for Engagement of consultant and are fully aware of the nature of consultancy services required.

- 4.1 We have understood the instructions and the terms and conditions mentioned in the enquiry furnished by you and have thoroughly examined the terms and conditions laid down by you in the IFB documents for Engagement of Consultant and are fully aware of the nature of services required.
- 4.2 We declare that as specified in Clause 7.1.0 of Section-IV: Conditions of Contracts of IFB Documents, prices quoted by us on GeM portal shall be Firm & Fixed and shall not be subject to any adjustment during currency of the Contract.
- 5.0 We declare that our quoted price includes all charges including GST. We further agree that the entered prices shall be deemed to cover for the full scope as aforesaid, including overheads and profits. We also declare that the above quoted lumpsum fee includes all man-day charges, equipment charges and any other incidental charges (directly or indirectly), for successful completion of the work as per the IFB document.
- 6.0 We confirm that we shall get registered with the concerned Tax Authorities, as applicable.
- 7.0 We declare that we are making the offer on a single source responsibility basis.
- 8.0 Our Proposal shall remain valid for acceptance for a period of 06 (Six) months after the date of opening of the Techno-commercial Proposal.
- 9.0 Until a formal Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 10.0 We have not made any deviations from the requirement of the IFB document and we have also not made any tampering or changes in the IFB documents on which the Proposal is being submitted and if any tampering or changes are detected at any stage, we understand the Proposal will invite summary rejection /the contract will be liable to be terminated, even if Award has been issued.
- 11.0 We understand that you are not bound to accept the lowest or any Proposal you may receive.
- 12.0 We hereby declare that only the company, persons of firms interested in this proposal as principal or principals are named herein and that no other company person or firm other than the one mentioned herein have any interest in this proposal or in the contract to be entered into, if are awarded this contract, and that this proposal is made without any connection with any

other persons, firm or party, likewise submitting a proposal and that this proposal in all respect for and in good faith without collusion or fraud.

Thanking you, we remain,

Yours faithfully,

Date:

Printed Name:

Place:

Designation:

Common Seal:

2. PROPOSAL SECURITY FORM

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.:

Date:

To: *(insert Name and Address of Employer)*

WHEREAS M/s. *(Insert name of Bidder)*..... having its Registered/Head Office at *(Insert address of the Bidder)* (Hereinafter called "the Bidder" **which expression shall include its successors, administras, execus and assigns**) has submitted its Proposal for the performance of the Contract for '**Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region**', under **GeM Bid No:** (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/Head Office at*(insert address of registered office of the bank)*..... (hereinafter called "the Bank" **which expression shall include its successors, administras, execus and assigns**), are bound unto Power Grid Corporation of India Limited (hereinafter called "the Employer") in the sum of*(insert amount of Bid Security in figures & words)*.....
..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws its bid during the period of proposal validity; or
- (2) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to accept the Award, in accordance with IFB documents, or
 - (ii) to furnish the required performance security(ies), in accordance with clause 12.0.0 of Section-IV Conditions of Contract and/or to keep the proposal

security valid as per the requirement of clause 6.1.5 of Section-IV Conditions of Contract.

or

(3) In any other case specifically provided for in IFB documents.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ***(insert date in line with clause 6.1.2 of Section-IV, Conditions of Contract)***....., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email_____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

3. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 6.2.2.2 in IFB documents in their Trade Finance Portal.**

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

3. Undertaking regarding acceptance of Provisions of IFB documents

Bidder's Name and Address (The Consultant)

Name:

Address:

.....

.....

To:

Transmission Division

REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

Name of Package: **Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region;**

GeM Bid No:

Dear Sir,

1.0 With reference to our Proposal Ref. No : dated for **Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region"; GeM Bid No;** we hereby confirm that the provisions of IFB Documents, read in conjunction with Amendment(s)/Clarification(s) (if any) issued by RECPDCL are acceptable to us and we have not taken any deviation in this regard.

2.0 We confirm that any deviation to IFB Documents and its subsequent Amendment(s)/ Clarification as mentioned at 1.0 above, found anywhere in our Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to RECPDCL.

3.0 Further, we hereby confirm that :

- (i) there are no discrepancies/inconsistencies and deviations/ omissions/ reservations to the IFB Documents, in the Financial Proposals;
- (ii) the description of items and the unit thereof in the price schedule in the Financial Proposals are in conformity with those indicated in the price schedule of the IFB Documents without any deviation to the specified scope of work.

4.0 We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Financial Proposals, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to RECPDCL.

5.0 We hereby agree to enter into a Confidentiality Undertaking (as per the format enclosed at Annexure-A to Section-IV: Conditions of Contract of the IFB documents) at the time of receiving data/ information/ document from RECPDCL in case of award to us.

Date:

Printed Name:

Place:

Designation:

Common Seal:

4. Information for ex-employees of Purchaser in Bidder's firm, E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No:

Bidder's Name and Address (the Bidder):

Name :

Address:

.....

.....

To:

Transmission Division

REC Power Development and
Consultancy Limited

D- Block, REC Corporate

Headquarter, Plot No. I-4, Sector-
29, Gurugram (Haryana)-122001

Dear Sir,

I. Information regarding Ex-employees of RECPDCL in our Organization:

We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel"¹ and "Code of Business Conduct and Ethics for Board Members"¹ of RECPDCL (hereinafter referred to as the "Code of Conduct"). We further understand that as per the "Code of Conduct", Senior Management Personnel including Board Members, who have retired/resigned from RECPDCL, shall not accept any appointment or post, as detailed in the referred "Code of Conduct", within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority.

Accordingly, we hereby furnish the details of ex-employees of RECPDCL who had retired/ resigned at the level of General Manager and above from RECPDCL and subsequently have been employed by us:

Sl. No.	Name of the person with designation in RECPDCL	Date of Retirement/ resignation from RECPDCL	Date of joining and designation in our organisation
1			
2			
3			

**In case the date of joining in the bidder's organization of such ex-employee is within 1 year from the date of retirement/resignation from RECPDCL, No Objection Certificate/ approval from the Competent Authority must be furnished along with the bid or subsequent through clarification pursuant to Clause 6ifsc.2.5.2 of IFB documents.*

In case of non-submission of No Objection Certificate/approval of the Competent Authority, as required, We understand that RECPDCL shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that RECPDCL shall be the sole judge in this regard. We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Bidding Documents and/or RECPDCL's policy and procedures.

II Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

We hereby authorize the Purchaser to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:-

1	Address with PIN Code and State	
	Registered Office:	
	Branch Office:	
	Correspondence Address:	
2(a)	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
2(b)	Are you a MSE owned by SC/ST* entrepreneurs in line with Public Procurement policy for Micro and Small Enterprises (MSEs) order 2012 including subsequent amendment/notification/order (Indicate Yes/No)	

	Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment.	
2(c)	If 2.(b) is 'Yes' please mention whether you are (Proprietary MSE/Partnership MSE/Private Limited Company) owned by SC/ST entrepreneurs.	
2(d)	Are you a MSE owned by women in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 including subsequent amendment/notification/order (Indicate Yes/No) Note: Documentary evidence is to be attached.	
3	Permanent Account (PAN) No.	
4	GST Nos. (STATE WISE)	
5	PF Registration No. of the Company	
6	PF Regional Office covered (with Address)	
7	Name of Contact Person	
	Designation	
8	Contact Details	
	Landline(s):	
	Mobile(s):	
	Email ID :	
9	Bank Details for Electronic Payment	
	Name of the Bank:	
	Address of Branch:	
	Account No.:	
	Type of Account: (Saving Account/Current Account)	

10	9 digit MICR code printed at bottom in middle, next to cheque no.	
11	IFSC (for RTGS)/NEFT Code (<i>to be obtained from the Bank</i>) Sample Cancelled Cheque to be enclosed	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Purchaser responsible.

Date:

Printed Name:

Place:

Designation:
Common Seal:

Remarks:

- * The definition of MSEs owned by SC/ST is as given under:
 - (a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - (b) In case of partnership MSE, then SC/ST partners shall be holding at least 51% shares in the unit.
 - (c) In case of Private Limited companies, at least 51% shares shall be held by SC/ST promoters.

Documentary evidence: Please provide scanned copy(ies) of the SC/ST certificate(s) issued by District Authority as applicable for SC/ST MSE category as per (a), (b) or (c) above.

5. (Declaration regarding Financial Proposals)

Bidder's Name and Address (The Consultant)

Name:

Address:

.....

.....

To:

Transmission Division

REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

Name of Package: Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No:

Dear Sir,

1.0 We confirm that Letter of Financial Proposals and Schedules in the Financial Proposal have been filled up by us as per the provisions of the IFB documents. Further, we have noted that the same shall be evaluated as per the provisions of the IFB documents.

2.0 Further, we hereby confirm that:

- (i) there are no discrepancies/inconsistencies and deviations/omissions/reservations to the IFB Documents, in the Financial Proposals;
- (ii) the description of items and the unit thereof in the price schedule in the Financial Proposals are in conformity with those indicated in the price schedule of the IFB Documents without any deviation to the specified scope of work.

3.0 We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Financial Proposal, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to RECPDCL.

Date:

Printed Name:

Place:

Designation:

Common Seal:

6. (Confidentiality Undertaking)

Bidder's Name and Address (The Consultant)

Name:

Address:

.....

.....

To:

Transmission Division

REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

Name of Package: Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No:

Dear Sir,

We hereby agree to enter into a Confidentiality Undertaking (as per the format enclosed at Annexure-A to Section-IV: Conditions of Contract of the IFB documents) at the time of receiving data/ information/ document from RECPDCL in case of award to us.

Date:

Printed Name:

Place:

Designation:

Common Seal:

7. Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.

GeM Bid No:

Bidder's Name and Address :	To:
Name:	Transmission Division
	REC Power Development and
Address:	Consultancy Limited
	D- Block, REC Corporate Headquarter,
	Plot No. I-4, Sector-29, Gurugram
	(Haryana)-122001

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "**DoE Order**"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidder is/are not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Bidding Documents and/or RECPDCL's policy and procedures.

Date:

Printed Name:

Place:

Designation:

8. Declaration regarding events encountered

Whether the process under IBC has been concluded Yes
(If yes, supporting documents be submitted) No

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Purchaser tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Purchaser's policy.

Date :

Place

:

Printed Name :

Designation :

Annexure-A to Section-IV

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

Date.....

M/s. REC Power Development & Consultancy Limited (RECPDCL/ Employer) (A Government of India Enterprise) with its office at D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001 (the company), is willing to make available certain non-public information to M/s.with its office at (the 'Consultant') subject to the terms of this confidentiality undertaking (the undertaking) for providing consultancy services for **Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region.**

Any such information received and acknowledged by M/s..... in this manner is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the **company** in writing, M/s.....will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s.will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing **consultancy for "Preparation of comprehensive mitigation plan to minimize the impact on wetlands w.r.t. transmission projects being implemented by RECPDCL in Ladakh Region "**.

This undertaking will not apply to any information or material:

- a) which is in the public domain without any breach of this undertaking;
- b) which is already in M/s.possession as at the date of this undertaking

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of
M/s.....

Authorised Signatory

Annexure-B to Section-IV

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s
(Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)....
by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor)
..... and Registered Office at(Registered address of Contractor)
..... ("the Contractor") concerning
..... (Indicate brief scope of work) for the complete
execution of the (insert name of Package alongwith name of the Project).....
[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts
awarded to them]

By this letter we, the undersigned, (insert name & address of the issuing bank)
....., a Bank (which expression shall include its successors, administrators,
executors and assigns) organized under the laws of and having
its Registered/Head Office at(insert address of registered office of the
bank)..... do hereby irrevocably guarantee payment to you up to
..... i.e., **five percent (5%)** of the Contract Price until ninety (90)
days beyond scheduled date of final acceptance of work i.e., upto and inclusive of
..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond scheduled date of final acceptance of work i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [*value in words*]_____].**
- 2. This Bank Guarantee shall be valid upto _____ (*validity date*)_____.**
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."**

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. **The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:**
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."
4. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.**
Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:
"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."