

CORRIGENDUM

Section -III, Clause 34: CANCELLATION OF EMPANELMENT AGREEMENT

Following clause has been added

34.7 If any Empanelled agency fails to submit price bid during limited tender stage, it shall be counted as 1 instance of non-compliance. Agencies shall be liable to be de-empanelled for 3 cases of such non-compliance.

34.8 No de-empanelment under Clause 34.7 shall be affected without issuance of a Show Cause Notice and providing the Agency an opportunity to submit its explanation. RECPDCL shall, after considering such explanation, take a reasoned decision, which shall be final and binding

Section -III, Clause 24: EARNEST MONEY DEPOSIT (EMD) AND CONTRACT PERFORMANCE SECURITY (PBG)

24.1 Earnest Money Deposit (EMD)

(Note-Due to relaxation of the QRs through corrigendum to broaden competition, RECPDCL introduced EMD as a bid security measure to ensure serious participation & discourage non-committed bidders. The imposition of EMD is therefore indirectly allied to the relaxation of QRs and the resulting expansion of the eligible bidder pool.)

- a) Every bidder participating in the Stage-I Request for Empanelment (RfE) process shall furnish an Earnest Money Deposit (EMD) of INR 1,00,000/- (Rupees One Lakh only) along with the bid submission.
- b) The EMD shall be submitted in any one of the following forms:
 - i) Demand Draft drawn in favour of "RECPDCL", payable at Gurugram; or
 - ii) Bank Guarantee (Bid Security) issued by a Scheduled Commercial Bank as per format referred in **Annexure-Z**.
- c) Bidders registered as Micro and Small Enterprises (MSEs/MSMEs) shall be exempted from submission of EMD, subject to submission of a valid and applicable MSME registration certificate covering the services relevant to the scope of this empanelment. RECPDCL reserves the right to verify the authenticity and eligibility of such certificates.
- d) Any bid submitted without the requisite EMD, or without valid documentary proof of exemption, shall be liable to rejection as non-responsive.
- e) The EMD of bidders who are not empanelled shall be refunded/returned without interest after completion of the Stage-I RfE evaluation and empanelment process.
- f) The EMD furnished by successful bidders who are empanelled shall be retained by RECPDCL throughout the validity period of empanelment and shall not carry any interest. The EMD retained during the empanelment period shall serve as a continuing bid participation security for Stage-II tendering processes and shall be independent of the Performance Security requirement for individual work

order.

- g) Upon expiry or successful completion of the empanelment period, and subject to settlement of all obligations, claims, recoveries, damages, penalties or liabilities, the EMD shall be refunded/returned to the empanelled agency without interest.
- h) RECPDCL shall have the right to forfeit, either wholly or partly, the EMD of an empanelled agency in the event of debarment, de-empanelment, withdrawal from empanelment obligations, submission of false information, breach of the terms and conditions of empanelment, or any other event resulting in termination/de-empanelment attributable to the agency.
- i) EMD shall also be liable for forfeiture where an empanelled Agency, after being declared successful in any Stage-II bidding process, refuses to accept the Letter of Award, fails to execute the Contract, fails to furnish prescribed Performance Security, or otherwise withdraws from the award process
- j) The decision of RECPDCL regarding forfeiture of EMD shall be final and binding on the bidder/empanelled agency.

24.2 Contract Performance Security / Performance Bank Guarantee (PBG)

- a) For every work order/contract issued to an empanelled agency, the agency shall furnish a Performance Bank Guarantee (PBG) in favour of RECPDCL within the period stipulated in the Letter of Award (LoA)/Work Order.
- b) The value of the Performance Bank Guarantee shall be:
 - i. 3% (Three Percent) of the Contract Value where the contract value is less than INR 10,00,000/-; and
 - ii. 5% (Five Percent) of the Contract Value where the contract value is INR 10,00,000/- or above.
- c) The Performance Bank Guarantee shall be issued by a Scheduled Commercial Bank in the format prescribed by RECPDCL and shall remain valid for the period specified in the concerned work order/contract, including any defect liability or warranty period, if applicable.
- d) EMD shall not be adjusted against the PBG in case of award to a successful bidder under Stage-II during the empanelment period. The EMD shall remain valid and retained by the Employer throughout the empanelment period and shall be released/refunded only upon expiry of the empanelment period. Accordingly, the EMD shall not be appropriated or adjusted against the PBG for any Stage-II award, so as to ensure its continued availability for participation in subsequent bidding processes during the empanelment period.
- e) Failure to furnish the required Performance Bank Guarantee within the prescribed time shall constitute a material breach of the contract and may result in cancellation of the award, forfeiture of EMD, suspension of further work allocation, de-empanelment, and/or any other action deemed appropriate by RECPDCL.
- f) RECPDCL shall have the right to invoke and encash the Performance Bank Guarantee, wholly or partly, for recovery of losses, damages, penalties,

liquidated damages, dues, recoveries, or any other contractual liabilities arising due to non-performance, breach of contract, abandonment of work, delay attributable to the agency, or failure to comply with contractual obligations.

- g) Release of the Performance Bank Guarantee shall be subject to successful completion of the assigned work, fulfilment of all contractual obligations, and issuance of the completion/closure certificate by RECPDCL.
- h) Empanelment under Stage-I shall not create any vested right, legitimate expectation, no right to award work or guaranteed minimum business, exclusive arrangement or entitlement to award of any Work Order. Award of work under Stage-II shall be entirely at the discretion of RECPDCL in accordance with the applicable RfS and evaluation criteria

CONSORTIUM / JOINT VENTURE ELIGIBILITY REQUIREMENTS

1. Eligibility of Consortium / Joint Venture

1.1. Consortium Participation

A Bid may be submitted either by a Single Bidder or by a Consortium / Joint Venture consisting of not more than three (3) legal entities. All Consortium Members shall be eligible entities under this RfE and shall individually satisfy the applicable eligibility requirements specified herein.

1.2. Consortium Agreement

- a) identify the Lead Consortium Member;
- b) identify all Consortium Members;
- c) clearly define the scope of work, responsibilities and obligations assigned to each Consortium Member;
- d) specify the participation percentage of each Consortium Member;
- e) specify the resource and technical commitments of each Consortium Member;
- f) contain an express Joint and Several Liability undertaking in favour of RECPDCL;
- g) confirm that the Consortium Agreement shall remain valid and enforceable throughout the Bid Validity Period, Empanelment Period, Stage-II bidding processes, execution of Work Orders and settlement of all contractual obligations.

1.3. Change in Consortium Composition

The Consortium composition, Lead Consortium Member, participation percentages, resource commitments and role allocations declared at the time of

Bid submission shall not be changed, assigned, novated, transferred or otherwise modified without the prior written approval of RECPDCL.

Any change made without such approval may render the Bid, Empanelment or Work Order liable for rejection, cancellation or termination, as the case may be.

- 1.4.** Any Consortium Member whose technical credentials, experience, equipment, manpower, specialist capability, turnover or financial strength has been relied upon for meeting Qualification Requirements shall continue to remain a member of the Consortium during the Empanelment Period and execution of all Work Orders awarded pursuant thereto unless otherwise approved in writing by RECPDCL

2. Lead Consortium Member

2.1. Appointment of Lead Member

The Consortium shall designate one Consortium Member as the Lead Consortium Member.

2.2. Minimum Requirements of Lead Member

The Lead Consortium Member shall:

- a) Any direct or indirect change in Control of the Lead Consortium Member during the Empanelment Period or execution of Work Orders shall be promptly disclosed to RECPDCL and shall require prior written approval of RECPDCL
- b) hold not less than fifty-one percent (51%) participation in the Consortium;
- c) independently satisfy not less than fifty percent (50%) of the prescribed Technical Qualification Requirements;
- d) independently satisfy not less than fifty percent (50%) of the prescribed Financial Qualification Requirements;
- e) remain the Lead Consortium Member throughout the Empanelment Period and any subsequent Work Orders issued pursuant thereto.

2.3. Authority and Responsibilities

The Lead Consortium Member shall act as the sole authorized representative of the Consortium and shall be responsible for:

- a) submission of the Bid;
- b) receiving all notices, communications and instructions from RECPDCL;
- c) submission of clarifications and supporting documents;
- d) execution of the Empanelment Agreement;
- e) acceptance and execution of Work Orders;
- f) furnishing Bid Security, Performance Security and any other security requirements;
- g) invoice submission and payment coordination;

- h) overall management and coordination of performance under the Empanelment and Work Orders.

Any notice or communication issued by RECPDCL to the Lead Consortium Member shall be deemed to have been issued to all Consortium Members.

3. Qualification Assessment

3.1. Technical Qualification

Technical capability, experience, project credentials, resource strength, equipment ownership, specialist capabilities and other technical requirements may be aggregated amongst Consortium Members for the purpose of meeting the prescribed Technical Qualification Requirements.

However:

- a. the Lead Consortium Member shall independently satisfy at least fifty percent (50%) of the prescribed Technical Qualification Requirements;
- b. the Consortium collectively shall satisfy one hundred percent (100%) of the prescribed Technical Qualification Requirements.

3.2. Financial Qualification

Average Annual Turnover and other prescribed financial qualification criteria may be considered on an aggregated basis amongst the Consortium Members.

However:

- a. the Lead Consortium Member shall possess an Average Annual Turnover of not less than fifty percent (50%) of the prescribed requirement;
- b. the Consortium collectively shall satisfy one hundred percent (100%) of the prescribed financial qualification requirements.

3.3. Net Worth

The Lead Consortium Member shall have positive Net Worth.

Each Consortium Member shall also have positive Net Worth as on the relevant date specified in the RfE.

- 3.4.** No Consortium Member shall withdraw, transfer, lease, discontinue or otherwise make unavailable any resource, equipment, software, key manpower, technical capability or financial resource that has been relied upon for qualification under the RfE without prior written approval of RECPDCL

4. Joint and Several Liability

All Consortium Members shall be jointly and severally liable to RECPDCL for the due performance of all obligations arising under:

- a. the RfE;
- b. the Empanelment Agreement;
- c. any Work Order issued pursuant to the Empanelment.

Such liability shall include, but not be limited to performance obligations; contractual obligations; damages; liquidated damages; indemnity obligations; statutory liabilities; tax liabilities; recoveries & losses suffered by RECPDCL.

RECPDCL shall have the unrestricted right to proceed against any one or more Consortium Members separately or collectively for recovery of any amount due under the Contract.

The internal allocation of responsibilities among Consortium Members shall not limit, dilute or affect their collective liability towards RECPDCL. RECPDCL shall be entitled to recover any amount due under the Contract from any one or more Consortium Members, including through adjustment from bills, securities, EMD, Performance Bank Guarantees or any monies payable by RECPDCL under any contract

5. Restriction on Multiple Participation

No Consortium Member shall:

- a. submit a separate Bid in its individual capacity; or
- b. participate as a member of another Consortium under this RfE. Violation of this provision shall result in rejection of all concerned Bids.

6. Responsibility Allocation

The Consortium may allocate specialised responsibilities amongst its members for activities including but not limited to Topographic Survey; DGPS Survey; LiDAR/UAV Survey; Hydrographic Survey; Geotechnical Investigation; GIS Processing; CAD Mapping; Data Analysis & DPR Inputs and Engineering Support.

Such allocation shall be clearly disclosed in the Consortium Agreement. However, such allocation shall not dilute the obligations, liabilities or responsibilities of any Consortium Member towards RECPDCL.

7. Restriction on Subcontracting

The Consortium Members shall themselves perform the critical technical activities and key services for which qualification, experience or credentials have been claimed.

Any technical experience, capability or specialist qualification relied upon for satisfaction of Qualification Requirements shall not be subcontracted to any third party.

No part of the assignment may be subcontracted without prior written approval of RECPDCL.

Grant of such approval shall not relieve the Consortium or any Consortium Member from its obligations and liabilities under the Contract.

CONSORTIUM AGREEMENT

*(To be executed on Non-Judicial Stamp Paper of appropriate value and duly notarized.
The Agreement shall be signed by all Consortium Members.)*

This Consortium Agreement ("Agreement") is executed on this ____ day of _____, 20XX.

BY AND BETWEEN

M/s. _____, a Company/ LLP incorporated under the laws of ____ and having its registered office at _ (hereinafter referred to as the "Lead Consortium Member", which expression shall include its successors and permitted assigns);

AND

M/s. _____, a Company/ LLP incorporated under the laws of ____ and having its registered office at _ (hereinafter referred to as "Consortium Member-1");

AND

M/s. _____, a Company/ LLP incorporated under the laws of ____ and having its registered office at _ (hereinafter referred to as "Consortium Member-2").
The above parties are hereinafter collectively referred to as the "Consortium" and individually as a "Member".

WHEREAS

- A. REC Power Development & Consultancy Limited (RECPDCL) has invited Bids under Request for Empanelment (RfE) No. _____ for Empanelment of Agencies for Performing Site Studies and Preparation of DPR for Solar Power Projects.
- B. The Members possess complementary technical expertise, resources and experience and have agreed to jointly participate in the aforesaid RfE.
- C. The Members desire to form a Consortium for submitting a Bid, securing empanelment and performing obligations under the Empanelment Agreement and subsequent Work Orders.

NOW THEREFORE the Parties agree as follows:

1. PURPOSE

The Consortium is formed exclusively for the purpose of participating in the aforesaid RfE, securing empanelment, participating in Stage-II bidding processes and executing Work Orders awarded by RECPDCL pursuant thereto.

2. APPOINTMENT OF LEAD CONSORTIUM MEMBER

The Members hereby nominate M/s. _____ as the Lead Consortium Member.

The Lead Consortium Member shall act as the sole authorized representative of the Consortium and shall have full authority to submit the Bid, seek clarifications, receive communications, execute the Empanelment Agreement, accept and execute Work Orders, submit invoices, receive payments and represent the Consortium before RECPDCL in all matters arising out of the RfE and subsequent contracts.

All actions undertaken by the Lead Consortium Member shall be deemed to have been undertaken on behalf of and shall be binding upon all Consortium Members.

3. CONSORTIUM PARTICIPATION

The participation of Consortium Members shall be as follows:

Consortium Member	Participation (%)
Lead Consortium Member	_____ %
Consortium Member–1	_____ %
Consortium Member–2	_____ %

The Lead Consortium Member shall maintain not less than fifty-one percent (51%) participation in the Consortium throughout the Bid Validity Period, Empanelment Period and execution of all Work Orders.

4. ROLES AND RESPONSIBILITIES

The Members shall perform the activities after due approval of RECPDCL.

Notwithstanding such allocation, each Member acknowledges that internal distribution of responsibilities is solely for administrative convenience and shall not limit the rights of RECPDCL against any Consortium Member.

5. QUALIFICATION COMMITMENTS

The Members undertake that all experience, equipment, manpower, specialist capabilities, financial resources and other credentials relied upon for qualification under the RfE shall remain available to the Consortium during the Bid Validity Period, Empanelment Period and execution of all Work Orders.

No Member shall withdraw or make unavailable any qualification- supporting resource without prior written approval of RECPDCL.

6. JOINT AND SEVERAL LIABILITY

The Members irrevocably and unconditionally agree that they shall be jointly and severally liable to RECPDCL for performance of all obligations arising out of the

Bid, Empanelment Agreement and Work Orders.

Such liability shall include all contractual obligations, performance obligations, statutory obligations, liquidated damages, penalties, indemnities, recoveries, losses and damages.

RECPDCL shall be entitled to proceed against any one or more Consortium Members individually or collectively for enforcement and recovery.

7. PERFORMANCE OBLIGATIONS

The Consortium shall collectively ensure compliance with all requirements relating to quality, timelines, survey accuracy, technical specifications, statutory permissions, safety requirements and contractual obligations.

Failure of any Member to perform its assigned responsibilities shall constitute default by the Consortium.

8. RESTRICTION ON MULTIPLE PARTICIPATION

Each Member confirms that it has neither submitted an independent Bid nor participated as a member of any other Consortium against this RfE.

Any violation shall render the Bid liable for rejection.

9. CHANGE IN CONSORTIUM

9.1 No Member shall withdraw from the Consortium, transfer its participation, assign its rights or obligations, or modify its role without prior written approval of RECPDCL.

9.2 In the event any Consortium Member becomes insolvent, undergoes liquidation, is blacklisted, suspended, debarred or otherwise rendered incapable of performing its obligations, RECPDCL shall have the right, at its sole discretion, to terminate the Empanelment, terminate the Work Order, require replacement of such member or impose such conditions as may be necessary to protect the interests of RECPDCL

Any unauthorized change shall constitute material breach of the RfE.

10. SUBCONTRACTING

No Consortium Member shall subcontract any qualification-supporting or critical technical activity without prior written approval of RECPDCL.

Approval of subcontracting shall not relieve the Consortium or any Member from any obligation or liability under the Contract.

11. VALIDITY OF AGREEMENT

This Agreement shall remain valid and binding throughout:

Bid Validity Period;
Empanelment Period; Execution

of all Work Orders;

Settlement of all claims and liabilities arising therefrom. Each Consortium Member shall immediately notify RECPDCL of any blacklisting, suspension, banning, debarment, insolvency proceedings, winding up proceedings or regulatory restrictions imposed after submission of the Bid. Failure to disclose shall constitute material breach

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India.

Subject to applicable dispute resolution provisions, Courts at New Delhi shall have exclusive jurisdiction.

13. DISPUTE RESOLUTION

Any dispute among Consortium Members arising under this Agreement shall first be resolved amicably.

Failing amicable settlement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi and the language shall be English.

Nothing contained herein shall affect the obligations of the Consortium towards RECPDCL.

14. IRREVOCABILITY

This Consortium Agreement shall be irrevocable and shall remain in force until fulfilment of all obligations under the RfE, Empanelment Agreement and execution of Work Orders.

IN WITNESS WHEREOF

The Parties have executed this Consortium Agreement on the date first mentioned above.

For Lead Consortium Member

Signature:

Name:

Designation:

Company Seal

For Consortium Member-1

Signature:

Name:

Designation:

Company Seal

For Consortium Member-2

Signature: Name:

Designation:

Company Seal

Witness-1

Signature: Name:

Witness-2

Signature: Name:

**FORMAT OF POWER OF ATTORNEY BY CONSORTIUM MEMBER IN FAVOUR OF
LEAD CONSORTIUM MEMBER**

(To be executed by each Consortium Member, other than the Lead Consortium Member, on Non-Judicial Stamp Paper of appropriate value and duly notarized.)

POWER OF ATTORNEY

WHEREAS, REC Power Development & Consultancy Limited (RECPDCL) has invited Bids under RfE No. _____ dated _____ for Empanelment of Agencies for Performing Site Studies and Preparation of DPR for Solar Power Projects under Category A, Category B and/or Category C; and

WHEREAS, M/s. _____, M/s. _____ and M/s. _____ have agreed to participate in the aforesaid bidding process as a Consortium and have executed a Consortium Agreement dated _____; and

WHEREAS, the Consortium has nominated M/s. _____ as the Lead Consortium Member for the purposes of the Bid, empanelment process and execution of subsequent Work Orders;

NOW KNOW ALL PERSONS BY THESE PRESENTS THAT, we, M/s. _____, a Company/LLP incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter referred to as the "Executant Consortium Member"), do hereby irrevocably nominate, constitute, appoint and authorize M/s. _____, the Lead Consortium Member, having its Registered Office at _____, to act as our true and lawful attorney and authorized representative in relation to the aforesaid RfE, the Bid submitted thereunder, the Empanelment Agreement and all Work Orders that may subsequently be issued by RECPDCL.

Without prejudice to the generality of the foregoing, the Lead Consortium Member shall have full authority on our behalf to prepare, sign, submit, modify and clarify the Bid and all documents forming part thereof; furnish undertakings, declarations, certificates, qualifications, credentials and supporting information; receive and respond to communications, notices, clarifications, corrigenda and directions issued by RECPDCL; attend pre-bid meetings, presentations, discussions and negotiations; represent the Consortium before RECPDCL in all matters relating to the bidding process; accept the Notification of Empanelment; execute the Empanelment Agreement; participate in Stage-II bidding processes; accept and execute Work Orders; submit reports, deliverables, invoices, bills and contractual correspondence; receive payments on behalf of the Consortium; and undertake all acts, deeds and matters necessary or incidental for due performance of the obligations of the Consortium.

We hereby expressly and unconditionally acknowledge and agree that all acts, decisions, communications, representations, undertakings, declarations, commitments

and submissions made by the Lead Consortium Member pursuant to this Power of Attorney shall be deemed to have been made on our behalf and shall be fully binding upon us to the same extent and effect as if such action has been undertaken directly by us.

We further agree that this Power of Attorney shall not in any manner limit or dilute our obligations, liabilities and responsibilities under the Consortium Agreement, the Empanelment Agreement or any subsequent Work Order. We shall continue to remain jointly and severally liable with all other Consortium Members for performance of all obligations and for any damages, penalties, liquidated damages, indemnities, recoveries or statutory liabilities arising thereunder.

This Power of Attorney shall remain valid, binding and irrevocable throughout the Bid Validity Period, the Empanelment Period, the execution period of all Work Orders issued pursuant thereto and until settlement of all claims, obligations and liabilities arising out of the RfE, the Empanelment Agreement and such Work Orders, unless otherwise approved in writing by RECPDCL.

IN WITNESS WHEREOF

The Executant Consortium Member has caused this Power of Attorney to be executed on this _____ day of _____, 20XX.
For and on behalf of

M/s. _____
(Executant Consortium Member)
Authorized Signatory
Signature: _____
Name: _____
Designation: _____
Company Seal

WITNESS – 1

Signature: _____
Name: _____
Address: _____

WITNESS – 2

Signature: _____
Name: _____
Address: _____

ATTESTATION

Attested before me on this _____ day of _____, 20____.
Signature of Notary Public
Seal & Registration Number

BOARD RESOLUTION CERTIFICATE

Certified that the foregoing Power of Attorney has been issued pursuant to the Board Resolution / Partner Resolution dated _____ and that the

undersigned is duly authorized to execute the same on behalf of the Executant Consortium Member.

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Company Seal

**FORMAT OF LETTER OF CONSENT AND CONFIRMATION BY
CONSORTIUM MEMBER**

(To be submitted on the Letterhead of each Consortium Member, including the Lead Consortium Member)

RfE No.: _____

Date: _____

To,

REC Power Development & Consultancy Limited (RECPDCL)

[Address]

Subject: Letter of Consent and Confirmation by Consortium Member Dear

Sir/Madam,

We, M/s. _____, a member of the Consortium led by M/s. _____ ("Lead Consortium Member"), hereby submit this Letter of Consent in connection with our participation in the Consortium for the above-mentioned Request for Empanelment (RfE).

We hereby irrevocably confirm that we have independently examined and reviewed the complete RfE document, all amendments and corrigenda issued thereto, the Consortium Agreement, the Bid submitted by the Lead Consortium Member, all qualification documents, declarations, undertakings, commitments and supporting information forming part of the Bid.

We unequivocally agree with and consent to the contents of the Bid submitted by the Lead Consortium Member on behalf of the Consortium and confirm that all representations, statements, commitments, undertakings and declarations made by the Lead Consortium Member shall be deemed to have been made on our behalf and shall be fully binding upon us.

We further acknowledge and accept the roles, responsibilities and obligations assigned to us under the Consortium Agreement and undertake to perform the same diligently and in accordance with the provisions of the RfE, the Empanelment Agreement and any subsequent Work Orders issued by RECPDCL.

We expressly agree that this Letter of Consent, the Consortium Agreement, the Empanelment Agreement, all Work Orders issued thereunder and all contractual obligations arising therefrom shall be legally binding upon us throughout the bid validity period, empanelment period and execution of all assigned works.

We further acknowledge and accept that all Consortium Members shall be jointly and severally liable to RECPDCL for the due performance of all obligations arising under the Bid, Empanelment Agreement and subsequent Work Orders, including any liabilities arising from delays, deficiencies, damages, penalties, indemnities, recoveries and statutory obligations. The liability of Consortium Members shall survive expiry,

termination, cancellation, de-empanelment, completion of work order and dissolution of the Consortium until all claims, liabilities, recoveries and obligations of RECPDCL are fully discharged.

We undertake that we shall not withdraw from the Consortium, transfer our obligations, reduce our committed participation, or otherwise alter the Consortium structure without the prior written approval of RECPDCL.

We also certify that all information, documents and credentials submitted by us as part of the Consortium Bid are true, complete, correct and authentic and that nothing material has been concealed therefrom.

We understand and agree that this Letter of Consent shall form an integral part of the Consortium Bid submitted to RECPDCL.

Thanking you.

Yours faithfully,

For and on behalf of

M/s. _____

(Consortium Member) Authorized

Signatory

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

Place: _____

Date: _____

FORMAT OF COVERING LETTER BY LEAD CONSORTIUM MEMBER

(To be submitted on the Letterhead of the Lead Consortium Member)

RfE No.: _____

Date: _____

To,

REC Power Development & Consultancy Limited (RECPDCL)

[Address]

Subject: Bid Submission under Consortium Arrangement

Dear Sir/Madam,

We, M/s. _____, acting in our capacity as the duly authorised Lead Consortium Member of the Consortium comprising M/s. _____, M/s. _____ and M/s. _____, hereby submit our Bid against the above-mentioned Request for Empanelment (RfE) for empanelment of agencies for performing site studies and preparation of DPR for solar power projects.

We certify that the Consortium has been validly constituted through a legally enforceable Consortium Agreement executed by all Consortium Members, and that all Consortium Members have expressly authorised the Lead Consortium Member to represent the Consortium in all matters connected with this Bid, the empanelment process and any subsequent Work Orders issued by RECPDCL.

We further confirm that we have carefully examined and fully understood the provisions of the RfE, including all amendments, corrigenda, clarifications and associated documents, and hereby unconditionally accept and agree to abide by all such provisions without reservation or qualification. The Bid submitted by us has been prepared strictly in accordance with the requirements of the RfE.

We irrevocably confirm that all Consortium Members shall remain jointly and severally liable to RECPDCL for performance of all obligations arising out of the Bid, Notification of Empanelment, Empanelment Agreement and any subsequent Work Orders issued thereunder. We acknowledge that any communication issued by RECPDCL to the Lead Consortium Member shall be deemed to have been issued to the entire Consortium and shall be binding on all Consortium Members.

We further declare that neither the Lead Consortium Member nor any Consortium Member is, as on the Bid Submission Deadline, under suspension, debarment, banning, blacklisting or any similar restrictive order issued by the Government of India, any State Government, Ministry of Power, Ministry of New and Renewable Energy, RECPDCL, any Central Public Sector Enterprise, Government Department, Government Agency or any public authority. We also confirm that no Consortium

Member is presently undergoing liquidation, insolvency, court receivership or analogous proceedings.

We certify that all information, declarations, undertakings, qualification documents, technical credentials, financial information and supporting records submitted as part of the Bid are true, complete, correct and authentic to the best of our knowledge and belief. We understand that any misrepresentation, concealment, false declaration or submission of incorrect information may result in rejection of the Bid, cancellation of empanelment and any other action permissible under the RfE and applicable law. The Lead Consortium Member shall remain primarily responsible to RECPDCL for coordination, performance, compliance, and fulfilment of all obligations under the RfE, Empanelment Agreement and Work Orders, without prejudice to the joint and several liability of all Consortium Members.

We further confirm that no Consortium Member has submitted any separate Bid, either individually or as part of another Consortium, in response to this RfE. We also confirm that neither the Consortium nor any Consortium Member suffers from any conflict of interest that could adversely affect fair competition or execution of obligations under the RfE.

The details of the authorised contact person for all communications relating to this Bid are as follows:

Name:

Designation:

Organization:

Address:

Mobile:

Telephone:

Email:

We respectfully request that our Bid be considered for evaluation in accordance with the provisions of the RfE.

Thanking you.

Yours faithfully,

For and on behalf of

M/s. _____

(Lead Consortium Member)

Authorized Signatory Signature:

Name:

Designation:

Company Seal: _____

Place:

Date:

**FORMAT OF POWER OF ATTORNEY BY LEAD CONSORTIUM MEMBER
AUTHORIZING DESIGNATED REPRESENTATIVE**

(To be executed on Non-Judicial Stamp Paper of appropriate value and duly notarized. The Power of Attorney shall be executed by the Lead Consortium Member in favour of an individual authorized representative.)

POWER OF ATTORNEY

Know all persons by these presents that we, M/s. _____, a Company/ LLP duly incorporated under the applicable laws of India and having its Registered Office at _____ (hereinafter referred to as the "Lead Consortium Member"), being the duly authorized Lead Consortium Member of the Consortium constituted for participation in the Request for Empanelment (RfE) issued by REC Power Development & Consultancy Limited (RECPDCL) for empanelment of agencies for performing site studies and preparation of DPR for Solar Power Projects, do hereby constitute, appoint and authorize Mr./Ms. _____, son/daughter of _____, residing at _____ and presently holding the position of _____ in our organization (hereinafter referred to as the "Authorized Representative"), to act for and on behalf of the Lead Consortium Member and the Consortium in all matters relating to the aforesaid RfE.

The Authorized Representative shall be empowered and authorized to represent the Consortium before RECPDCL and shall have full authority to undertake all acts, deeds and things necessary, incidental or ancillary in connection with the bidding process, empanelment process and subsequent work order administration in accordance with the provisions of the RfE.

Without prejudice to the generality of the foregoing, the Authorized Representative shall be entitled to:

- a. prepare, sign, submit, modify, clarify and withdraw the Bid, where permitted under the provisions of the RfE;
- b. seek clarifications from RECPDCL and provide responses, explanations, undertakings and additional information on behalf of the Consortium;
- c. attend pre-bid meetings, pre-submission meetings, negotiations, presentations, discussions and all interactions with RECPDCL;
- d. receive notices, correspondence, communications, instructions, emails, clarifications, corrigenda and representations issued by RECPDCL;
- e. represent the Consortium throughout the empanelment process and coordinate execution of all empanelment related formalities;
- f. receive Notifications of Empanelment and acknowledge the same on behalf of the

Consortium;

- g. coordinate execution of the Empanelment Agreement and all related documentation;
- h. receive Work Orders issued under the empanelment framework and coordinate their execution;
- i. submit reports, correspondence, technical deliverables, survey outputs, clarifications and compliance documents in relation to any Work Order;
- j. undertake routine project administration and communication with RECPDCL during the period of empanelment and execution of assigned works.
- k. The Authorized Representative shall also be competent to acknowledge notices of default, extension requests, contractual liabilities, recoveries, claims, acceptance of work orders and performance obligations, and the same shall be binding upon the Consortium.

The Lead Consortium Member hereby undertakes to ratify and confirm all lawful acts, deeds, matters and things that may be done by the Authorized Representative pursuant to this Power of Attorney and agrees that all such acts shall be binding on the Consortium as if undertaken directly by the Lead Consortium Member itself.

It is expressly clarified that this Power of Attorney is limited to representation, coordination and administration functions and shall not relieve any Consortium Member of its obligations, liabilities or responsibilities under the Consortium Agreement, Empanelment Agreement or any Work Order issued by RECPDCL. All Consortium Members shall continue to remain jointly and severally liable towards RECPDCL in accordance with the provisions of the RfE and Consortium Agreement.

This Power of Attorney shall remain valid and effective throughout: the Bid

Validity Period;

the Empanelment Period;

the execution period of all Work Orders issued pursuant to such empanelment; and

the settlement of all obligations arising therefrom,

unless revoked with the prior written approval of RECPDCL.

IN WITNESS WHEREOF

The Lead Consortium Member has caused this Power of Attorney to be executed on this _____ day of _____, 20XX.

For and on behalf of

M/s _____

(Lead Consortium Member)

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Company Seal

WITNESS – 1

Signature: _____

Name: _____

Address: _____

WITNESS – 2

Signature: _____

Name: _____

Address: _____

NOTARIZATION

Attested before me on this _____ day of _____, 20.

Signature of Notary Public

Seal & Registration Number

BOARD RESOLUTION CERTIFICATE

Certified that the above Power of Attorney has been issued pursuant to the Board Resolution dated _____ and that the undersigned is duly authorized to execute this Power of Attorney for and on behalf of the Lead Consortium Member and bind the Consortium Member in all aspects.

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Company Seal.

TECHNICAL AND FINANCIAL CAPABILITY AGGREGATION STATEMENT

(To be certified by Chartered Accountant and submitted by Lead Consortium Member)

PART-A**Technical Capability Aggregation**

Member Name	Category Applied (A/B/C)	Experience Claimed	Similar Projects Executed	Project Value (₹)
Lead Member				
Member-1				
Member-2				

Technical Qualification Summary

Qualification Requirement	Lead Member Contribution	Other Members Contribution	Consortium Total
Similar Experience			
Survey Capability			
UAV/LiDAR Capability			
Hydrographic Capability			
Geotechnical Capability			

PART-B**Financial Capability Aggregation**

Member Name	FY 2023-24 Turnover (₹)	FY 2024-25 Turnover (₹)	FY 2025-26 Turnover (₹)	MAAT (₹)	Net Worth (₹)
Lead Member					
Member-1					
Member-2					

Consortium Financial Summary

Particulars	Amount (₹)
Combined FY 2023-24 Turnover	
Combined FY 2024-25 Turnover	
Combined FY 2025-26 Turnover	
Consortium MAAT	
Lead Member MAAT	
Lead Member Net Worth	
Consortium Aggregate Net Worth	

CHARTERED ACCOUNTANT CERTIFICATE

We have examined the records of the Consortium Members and certify that: The information furnished above is true and correct.

Turnover figures are derived from audited financial statements. Net Worth figures are as per Companies Act, 2013.

Aggregation calculations have been verified by us.

The Consortium satisfies the prescribed financial requirements of the RfE.

For _____
(Chartered Accountant)
Membership No.: _____
UDIN: _____
Signature: _____
Date: _____
Seal

Format for Submission of Equipment, Instruments, Software and Technical Resources

Category Applied For: A / B / C (Strike out whichever is not applicable) Name of

Bidder: _____

Sl. No.	Equipment / Instrument / Software	Make & Model	Quantity Available	Ownership Status (Owned/ Leased/ Hired/ Tie-up)	Year of Manufacture/ Procurement	Calibration Valid up to (if applicable)	Proposed Category (A/B/C)
1							
2							
3							
4							
5							
6							
7							

Supporting Documents to be Submitted

- a) Ownership documents / invoices / asset register entries, wherever applicable.
- b) Lease agreements / MoUs / tie-up agreements, wherever applicable.
- c) Valid calibration certificates for survey instruments.
- d) Software licenses/subscription details, wherever applicable.
- e) Any other supporting document demonstrating availability of the equipment/resources.

Declaration

We hereby certify that the above-mentioned equipment, instruments, software and technical resources are available with us and shall be deployed for execution of the assignments under the respective category, as and when awarded by RECPDCL.

Authorized Signatory Name:

Designation: _____

Date:

Format for Submission of Similar Work / Project Experience

Name of Bidder: _____

Category A / Category B / Category C

Sl. No.	Name of Client	Name of Project	Brief Scope of Work	Survey Type (DGPS/ Total Station/ UAV/ LiDAR/ Hydrographic etc.)	Project Location	Contract Value (₹)	Surveyed Area / Length / Water Body Area	Completion Date	Client Certificate Available (Yes/No)
1									
2									
3									

Details of Key Deliverables Executed

Sl. No.	Deliverable	Executed (Yes/No)
1	Feasibility Study	
2	Final Location Survey	
3	DPR Preparation	
4	Boundary Demarcation	
5	Geo-Technical Investigation	
6	High Resolution Imagery / LiDAR Mapping	
7	Hydrographic/Bathymetric Survey	

Supporting Documents

- The bidder shall submit:
- Work Order / Letter of Award.
- Completion Certificate / Client Certificate.
- Documentary evidence indicating scope and value of work.
- Any other supporting document relevant to the experience claimed.

Declaration

We certify that the information furnished above is true and correct. RECPDCL may verify the details from the respective clients/agencies, and any misrepresentation may lead to rejection of empanelment.

Authorized Signatory Name: _____

Designation: _____

Date: _____

Bank Guarantee (Earnest Money)

This deed of Guarantee made this day of 20XX by.....(Name of the Bank) having one of its branch at acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favor of REC Power Development & Consultancy Limited (here in after called “RECPDCL”) which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their RfE Notice No. Dated to be opened on.....AND WHEREAS M/s.....(Name of Tenderer)

having its office at (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job as contained in the RfE.

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

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

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

We further agree as follows: -

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

The Bank hereby waives all rights and defenses available under law to the extent inconsistent with the obligations assumed under this Guarantee

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

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

This Guarantee constitutes an independent and autonomous obligation of the Bank and shall not be affected by the validity, enforceability, amendment, variation or termination of the RfE, Bid or any related arrangement

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs.

..... (Rupees Only)
and this Guarantee shall remain in force till unless a claim under this guarantee is filed with the bank within 60(Sixty) days from this date or the extended date, as the case may be i.e. up to all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

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

Authorized Signature

Seal of Bank

End of Document
