आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)
CIN No. RECPDCL-U40101DL2007GOI165779
Corporate Office: 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida, Gautam Budh Nagar-201301 (UP)
Tel.: 0120 - 4383783, Fax: 0120 - 4383768, Website: www.recpdcl.in, E-Mail: co.delhi@recpdcl.in
Regd. Office: Core - 4, SCOPE Complex, 7, Lodhi Road, New Delhi - 110003, Phone: 011 - 43091506, Fax: 011 - 24365815

EOI No: RECPDCL/Tech/EOI/Empanelment/2018-19/1699 **Date: 23.07.2018**

Notice Inviting Expression Of interest (EOI)

(**Invited through e-Tendering mode only**)

for Empanelment of Agencies on turnkey basis to carry out Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states and Union Territories (UT) of India except North-Eastern States.

Corporate office
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301
Telephone: (0120) 4383783
Telefax: 0120-4383768
Website: **www.recpdcl.in**

Description of task, e-tender submission format and procedure is provided in the EOI available on RECPDCL website (**www.recpdcl.in**), REC website (**www.recindia.nic.in**), e-tendering website (**www.tenderwizard.com/REC**), **www.eprocure.gov.in**

Important Dates	
Date of Release of EOI	**23.07.2018**
Last date of submission of EOI	**07.08.2018 at 15:00 Hours**
Date of Opening of EOI	**07.08.2018 at 17:00 Hours**

Note: Online registration has to be done at e-tendering website i.e. **www.tenderwizard.com/REC** in order to submit all requisite documents mentioned in this EOI document. Activation of On-Line registration may take about maximum 24 hours.

All Agencies Empanelled with RECPDCL previously irrespective of the task/ category etc. are required to apply afresh for this EOI.

-Sd-
(Ajay Kumar Gupta)
Chief Technical Officer

[This document is meant for the purpose of Empanelment of Agencies against this EOI and shall not be transferred, reproduced or otherwise used for purposes other than specified/issued]

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Important Information:

Sl. No.	Event	Information to the Agencies	
1	Date of Release of EOI	23.07.2018	
2	Last Date for online Submission	07.08.2018 at 15:00 Hours	
3	Date of Opening of EOI response	07.08.2018 at 17:00 Hours	
4	EOI document	EOI details can be downloaded free of cost from websites: **www.recpdcl.in** (or) **www.recindia.nic.in** (or) **www.eprocure.gov.in** (or) **www.tenderwizard.com/REC**.	
5	Date & Time of presentation	Bidders will be intimated later after evaluation of Eligibility / Qualification criteria as per EOI.	
6	Address for communication	REC Power Distribution Company Limited, 4th Floor, Kribhco Bhawan, A-10 Sector-1, Noida, Uttar Pradesh-201301 Phone : +91-120-4383783; Fax: +91-120-4383768 Email: co.delhi@recpdcl.in	
7	**Contact Person**	**Shri. Ajay Kumar Gupta,** Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone : +91-120-4383783; Fax: +91-120-4383768 Email: co.delhi@recpdcl.in	**Shri. Sunil Bisht,** Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone : +91-120-4383783; Fax: +91-120-4383768 Email: co.delhi@recpdcl.in
8	Period of Empanelment	Initially for a period of three (3) years which may be renewed further as per the sole discretion of RECPDCL.	

SECTION-II

PREFACE

INTRODUCTION:

REC Power Distribution Company Limited (RECPDCL) is a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a *"Navratna CPSE"* under the Ministry of Power, Govt. of India.

RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Renewable Energy Sector and Energy Efficiency programs including Govt. of India's power schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the project works under Rural Electrification, Project Management Consultancy (PMC) works, Detailed Project Report (DPR) preparation for R-APDRP/DDUGJY/RGGVY/NEF and other power project scheme, Third Party Inspection of DDUGJY/ RGGVY/other projects, Feeder Renovation Program, Feeder separation, HVDS program, Lender's Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, System study, MRI based billing and Cost Book Data Preparation.

Section-III
INTENT AND OBJECTIVES

RECPDCL is currently engaged in providing Project Management Consultancy / Project Implementing Agency services to various Discoms across India under different Govt. of India schemes viz., DDUGJY, IPDS, BRGF, Infra projects, R-APDRP, Renewable Energy, Energy Efficiency programs, and other miscellaneous Consultancy assignments.

RECPDCL is inviting Expression of Interest (EOI) along with the information as required for the detailed evaluation from the prospective agencies who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this notice EOI for Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states & Union Territories of India except North-Eastern States.

RECPDCL encourage participation of the agencies which are Technically/Professionally qualified with experienced personnel with professional skills and resources to provide the services required by RECPDCL in timely and efficient manner.

Scope of Work: Execution of Solar power projects – Design, Testing, Supply, Transportation, Storage, Installation, Testing, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Solar Stand alone systems with battery bank at various households in all states & Union Territories of India except North-Eastern States on turnkey basis as per RECPDCL requirement. Solar plants may be with or without Net Metering. Transportation is all by means of chopper / Train / Road / River or lake / Mountains under difficult climatic terrains as per site requirements in all states & Union Territories (UT) of India except North-Eastern States.

Name of states & Union Territories (UT) other than North-Eastern States are Andhra Pradesh, Bihar, Chandigarh, Chhattisgarh, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Karnataka, Kerala, Lakshadweep, Madhya Pradesh, Maharashtra, New Delhi, Odisha, Puducherry, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttar Pradesh, Uttarakhand, West Bengal, Dadra & Nagar Haveli, Daman & Diu and Andaman Nicobar.

Post empanelment, In case RECPDCL gets a bid/project or any ongoing projects where the services of empanelled agencies would be required, the detailed work requirements, Scope of Work etc. would be intimated to the empanelled agencies for getting financial bids for particular part of activity. The empanelled agency would submit their acceptance of the proposal along with terms and conditions at the time of submission of financial bid to RECPDCL.

Decision of RECPDCL in regard of invitation of financial bids will be final and binding to the agencies. RECPDCL reserves the right to add/delete items in scope/nature of work at its own discretion while inviting Financial bids.

SECTION-IV
Instructions to Agencies

Agencies shall submit their responses online through e-tendering website **www.tenderwizard.com/REC**

A. The submission and opening of Bids will be through e-tendering process.

Agencies can download EOI tender document from the RECPDCL web site i.e., **http://www.recpdcl.in** (or) **portal.recpdcl.in** (or) **www.recindia.nic.in** (or) **www.eprocure.gov.in** and e-tendering registered link is given in RECPDCL website i.e. www.tenderwizard.com/REC

Note: In order to participate in e-Bid submission, it is mandatory for agencies to have log-in User ID and Password. For this purpose, the agency has to register with REC PDCL through tender Wizard website given below. Please note that the agencies have to obtain Class 3 digital signature token with signing & encryption certificate, for applying the Bid. Applying agencies may also obtain the same from tender Wizard.

Steps for Registration

(i) Go to website **http://www.tenderwizard.com/REC**
(ii) Click the link 'Register Me'
(iii) Enter the details about the E-tendering as per format
(iv) Click 'Create Profile'
(v) E-tender will get confirmation with Login ID and Password

Note: Online registration has to be done at e-tendering website i.e. **www.tenderwizard.com/REC** in order to submit all requisite documents mentioned in this EOI document. Activation of On-Line registration may take about maximum 24 hours. It is the responsibility of the bidder to register in advance.

B. Steps for application for Digital Signature from EOI Wizard:

Download the Application Form from the website http://www.tenderwizard.com/REC. Follow the instructions as provided therein. For any kind of support related to e-submission of bids at tender wizard portal you may contact at their helpdesk numbers (011-49424365, 8800496478, 8800900127, 9999297644) and for tender related queries you may contact RECPDCL officials whose address is given in this tender document.

Bids should be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

B. The Agencies qualifying the Eligibility / Qualifying criteria mentioned in section V should upload Bid document with duly signed scanned soft copy of the documents given below as a pre-qualification response:

1. Eligibility Criteria & QCBS (Quality & Cost Based Selection) supporting Documents as asked in section V.
2. Responder's particulars (on Letter Head) as per **Annexure-A**
3. Undertaking towards not being black-listed as per **Annexure-C.**
4. Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm as per their own customized format.
5. Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure- D** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
6. Duly notarized Power of Attorney as per **Annexure-E** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**).
7. Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-F**
8. Integrity Pact as per **Annexure-G** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

Note: All the above documents should also be submitted in hard copy arranged in order, duly numbered, legible, signed and stamped by the authorized signatory and addressed

Addl. Chief Executive Officer,
REC Power Distribution Company Ltd.
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301
Telephone: (0120) 4383783
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SECTION-V

Eligibility Criteria & Quality and Cost Based Selection (QCBS)

Eligibility Criteria:

CATEGORY – A:

Sl. No.	Minimum Qualification Criteria	Document Required
1	The bidder should be registered and incorporated in India as per Companies act, 1956 / 2013. For Joint venture or consortium, all consortium parties have to be registered as per Companies act, 1956 / 2013.	Company Registration Certificate from competent Govt. Authority.
2	The applicant should have a minimum average annual turnover of ₹ 60 Crores for last three Financial years 2017-18, 2016-17, 2015-16. For JV or consortium, each of partners or combination of partners shall meet the turnover criteria. **Note:** If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	Audited balance sheet including Profit & Loss Account statement of Last three (3) Financial Years 2017-18, 2016-17, 2015-16.
3	The bidder should have designed, installed & commissioned Solar PV Power projects consisting of Grid connected/Off Grid/Solar stand alone systems of a **minimum total of 3 MWp** in the last three years preceding the bid deadline. For JV or consortium, all partners shall collectively meet this capacity criteria.	Mandatory - Work Order copy. Any two out of the following 4 documents: (i) Project Completion certificate (ii) Payment receipts / Satisfactory completion/performance report (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/ release of final payment against the contract.

CATEGORY – B:

Sl. No.	Minimum Qualification Criteria	Document Required
1	The bidder should be registered and incorporated in India as per Companies act, 1956 / 2013. For	Company Registration Certificate from competent Govt. Authority.

	Joint venture or consortium, all consortium parties have to be registered as per Companies act, 1956 / 2013.	
2	The applicant should have a minimum average annual turnover of ₹ 30 Crores for last three Financial years 2017-18, 2016-17, 2015-16. For JV or consortium, each of partners or combination of partners shall meet the turnover criteria. **Note:** If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	Audited balance sheet including Profit & Loss Account statement of Last three (3) Financial Years 2017-18, 2016-17, 2015-16.
3	The bidder should have designed, installed & commissioned Solar PV Power projects consisting of Grid connected/Off Grid/Solar stand alone systems of a **minimum total of 1.5 MWp** in the last three years preceding the bid deadline. For JV or consortium, all partners shall collectively meet this capacity criteria.	Mandatory - Work Order copy. Any two out of the following 4 documents: (i) Project Completion certificate (ii) Payment receipts/ Satisfactory completion/performance report (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/ release of final payment against the contract.

CATEGORY – C:

Sl. No.	Minimum Qualification Criteria	Document Required
1	The bidder should be registered and incorporated in India as per Companies act, 1956 / 2013. For Joint venture or consortium, all consortium parties have to be registered as per Companies act, 1956 / 2013.	Company Registration Certificate from competent Govt. Authority.
2	The applicant should have a minimum average annual turnover of ₹ 15 Crores for last three Financial years 2017-18, 2016-17, 2015-16. For JV or consortium, each of partners or combination of partners shall meet	Audited balance sheet including Profit & Loss Account statement of Last three (3) Financial Years 2017-18, 2016-17, 2015-16.

	the turnover criteria. **Note:** If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	
3	The bidder should have designed, installed & commissioned Solar PV Power projects consisting of Grid connected/Off Grid/Solar stand alone systems of a **minimum total of 750 kWp** in the last three years preceding the bid deadline. For JV or consortium, all partners shall collectively meet this capacity criteria.	Mandatory - Work Order copy. Any two out of the following 4 documents: (i) Project Completion certificate (ii) Payment receipts/ Satisfactory completion/performance report (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/ release of final payment against the contract.

CATEGORY – D:

Premier Institutes of Govt. of India, namely, Indian Institute of Technology (IITs)/ National Institute of Technology (NITs) interested to work with RECPDCL may submit their request through authorized signatory thru' online (or) hard copy submission within due date as specified in this EOI. Only Independent participation of IITs/NITs is allowed. Joint Venture (JV)/Consortium/ Association / Buy back arrangements etc., with any other company/agency/firm/organization etc is not allowed. Upon receipt of request by RECPDCL, these institutes will be considered as deemed empanelled at the sole discretion of RECPDCL. Security deposit against empanelment period is exempted for IITs and NITs. Online submission of request is not mandatory.

Quality and Cost Based Selection (QCBS)

Bidders who achieve minimum 75 marks based on below Technical Evaluation shall be eligible for empanelment.

Sl. No.	Particular	Marking Criteria			Maximum Marks	Supporting Documents
1	Aggregate installation capacity in KW of Grid connected Roof Top / Off Grid Roof Top with battery bank / Solar Stand Alone System	Category- A	Category- B	Category- C	Marks	Purchase order in support of aggregate capacity along with Certificate for successful completion
		3MWp	1.5MWp	750 kWp	10	
		4MWp	2MWp	1000 kWp	15	
		5MWp	2.5MWP	1250 kWp	20	
		6MWP	3MWp	1500 kWp	25	
2	Solar PV Manufacturing Facility	Solar PV manufacturing facility operating for at least one year			10	Trade License for commencement of business
3	Inverter Manufacturing Facility	Inverter manufacturing facility operating for at least one year			5	Trade License for commencement of business
4	Battery Manufacturing Facility	Battery manufacturing facility operating for at least one year			5	Trade License for commencement of business
5	Minimum average annual turnover of for last three Financial years 2017-18, 2016-17, 2015-16. **Note:** If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	Category- A	Category- B	Category- C	Marks	Audited balance sheet including Profit & Loss Account statement for FY 2017-18, 2016-17, 2015-16.
		≥60 & <64 Cr	≥30Cr & <32 Cr	≥15 Cr & <16 Cr	15	
		≥64 & <68 Cr	≥32 Cr & <34 Cr	≥16 Cr & <17 Cr	16	
		≥68 Cr & <72 Cr	≥34 Cr & <36 Cr	≥17 Cr & <18 Cr	17	
		≥72 Cr & <76 Cr	≥36 Cr & <38 Cr	≥18 Cr & <19 Cr	18	
		≥76 Cr & <80 Cr	≥38 Cr & <40 Cr	≥19 Cr & <20 Cr	19	
		≥80Cr & <84 Cr	≥40 Cr & <42 Cr	≥20 Cr & <21 Cr	20	
		≥84 Cr & <88	≥42Cr & <44	≥21 Cr &	21	

		Cr	Cr	<22 Cr		
		≥88 Cr & <92 Cr	≥44 Cr & <46 Cr	≥22 Cr & <23 Cr	22	
		≥92 Cr & <96 Cr	≥46 Cr & <48 Cr	≥23 Cr & <24 Cr Cr	23	
		≥96 Cr & <100 Cr	≥48 Cr & <50 Cr	≥24 Cr & <25 Cr	24	
		≥100 Cr	≥50 Cr	≥25 Cr	25	
6	Net Worth for each of the last three Financial years 2017-18, 2016-17, 2015-16. **Note:** If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	Should be **positive** Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets			10	Audited balance sheet including Profit & Loss Account statement for FY 2017-18, 2016-17, 2015-16
7	Minimum Employee (Permanent + Temporary) strength as per EPF Challan	Category- A	Category- B	Category- C	Marks	EPF Challan filled by the company for FY2017-18
		10 Marks for Employee Strength ranging from (75~100). For above 100 employees, 1 marks additional for each 25 employees.	10 Marks for Employee Strength ranging from (50~75). For above 75 employees, 1 marks additional for each 15 employees.	10 Marks for Employee Strength ranging from (25~50). For above 50 employees, 1 marks additional for each 10 employees.	15	
8	Certification for Quality Management System	valid ISO 9001 / ISO 14001 / OHSAS 18001 certification			5	Copy of the Certificate

Note: Category -D is exempted from QCBS criteria, may submit their request through authorized signatory thru' online (or) hard copy submission and will be considered as deemed empanelled at the sole discretion of RECPDCL.

Section-VI
General Terms & Conditions

1. The bidder must fulfill above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Evaluation committee will evaluate bids which are strictly as per the above mentioned eligibility criteria and QCBS else those may be summarily rejected. Undertaking for subsequent submission of any of the above documents after due date will not be entertained under any circumstances.

2. Additional Requirements / Conditions for Consortium or Joint Venture (JV) bidders (2.1 to 2.11):

2.1) For JV or consortium, there shall be a lead bidder exclusively specified and has to propose their associate. Associate's role has to be clearly defined.

2.2) A lead bidder shall submit only one bid for the EOI. It or any member of JV shall not be a member either in individual capacity or as a member of another JV / consortium for the same EOI.

2.3) All bid documents have to be signed by consortium parties jointly and shall submit as per eligibility and EOI requirements.

2.4) Number of members in a Joint Venture/ Consortium Firm shall not be more than **TWO**.

2.5) Joint venture agreement - as per format Annexure-D has to be executed between the JV/ Consortium members and shall be submitted by the JV/ Consortium Firm along with the tender.
Memorandum of Understanding (MOU) - The complete details of the members of the JV/ Consortium Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU as per their own customized format.

2.6) Authorized Member of Joint Venture/ Consortium Firm: 'Lead Bidder' shall be authorized on behalf of the Joint Venture/ Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of this tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Bidder' of the Joint Venture/ Consortium Firm.

2.7) A power of attorney (Annexure-E), duly notarized, indicating that the person(s) signing the bid has / have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of empanelment with RECPDCL including any extension thereafter or validity of any work awarded to the said Joint Venture/ Consortium Firm.

2.8) Once the EOI response is submitted, the MOU shall not be modified / altered/ terminated during the period of empanelment with RECPDCL including any extension later by RECPDCL or validity of any work order awarded to the said JV/ Consortium. In case, the tenderer fails to observe/comply with this stipulation, the Security Deposit / Performance Bank Guarantee (PBG) shall be liable to be forfeited.

2.9) Duration of the Joint Venture Agreement shall be valid during the entire Empanelment period/currency of the contract including the period of extension, if any.

2.10) EMD shall be submitted only in the name of 'Lead Bidder' at the time of inviting financial bids from Empanelled agencies. However, a written confirmation shall be furnished by the members of Joint

Venture/ Consortium Firms to the effect that EMD submitted by the 'Lead Bidder' may be deemed as EMD submitted by JV/ Consortium Firm.

2.11) Lead bidder and its associates are both responsible and liable for all acts / deeds etc jointly and severally for execution of the project/ Work/ Assignment etc. The Joint Venture/ Consortium members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of the contract or due to non-execution of the contract or part thereof. Failing in any of the above clauses at any time of empanelment period, or extension if any will result into disqualification of proposals submitted by the bidder.

3. Companies who are single entity (not JV/Consortium) are also need to submit Power of attorney as per format Annexure-E, duly notarized, indicating that the person signing the bid has / have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of engagement with RECPDCL including any extension thereafter.

4. Bidder should submit valid documentary proof of details of Goods & Services Tax - GST (Copy of GSTIN Certificate). For JV or consortium, all parties have to submit their respective GST certificates.

Bidder should submit valid documentary proof of Income tax Registration number (copy of PAN card). For JV or consortium, all parties have to submit their individual PAN card copies.

5. The agencies should not be black listed by Govt. Companies/Govt. organization / Govt. Agencies etc. in India or abroad. Undertaking regarding not having black listed/banned has to be submitted signed by an authorized signatory. For JV or consortium, this clause is applicable to all its parties.

6. RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in rejection of the bid.

7. The bidder shall ensure that deployed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and good manner within timelines.

8. Execution of Solar stand alone systems means including cabling, wiring at beneficiaries' households with necessary accessories.

9. Empanelment shall be initially for a period of three years, which may be renewed for further period at the sole discretion of RECPDCL.

10. Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit depending upon the profile provided by the agencies and requirement of assignment.

11. RECPDCL may consider making either one or separate panel of agencies covering above said work/project.

12. RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.

13. RECPDCL reserves the right to waive off any shortfalls, accept the whole, accept part of or reject any or all responses to this EOI.

14. RECPDCL reserves the right to modify, expand, restrict, scrap, cancel the Expression of Interest (EOI) at any stage and call for fresh EOI and/or tender for any and /or all of the Categories as per the present and/or envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empanelled.

15. RECPDCL at its discretion may use the complete proposed solution and/or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage does not confer any right and/or claim of any sort and/or manner from the responder(s) side for this EOI and/or tender irrespective of the outcome of this EOI.

16. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the EOI process.

17. REC PDCL reserves the right to delist the Empanelled agencies, who does not participate in the financial bid though invited after empanelment for respective Categories for two times.

18. Security Deposit against empanelment period: A Security Deposit of value as given below is to be submitted on acceptance of Empanelment with RECPDCL in the form of Demand Draft / Bank Guarantee as per **Annexure-E** issued in favour of **"REC Power Distribution Company Ltd"** and **payable at New Delhi** valid for empanelment period i.e. 03 years plus 03 months claim period. In case of extension of the empanelment period, the validity of Bank Guarantee shall be extended accordingly as required by RECPDCL. Security deposit will be refunded after completion of empanelment period.

Category of Empanelment	Amount of Security Deposit against Empanelment Period
Category-A	₹ 3,00,000 (Rupees Three Lakhs Only)
Category-B	₹ 2,00,000 (Rupees Two Lakhs Only)
Category-C	₹ 1,00,000 (Rupees One Lakh Only)
Category-D	Exempted from Security deposit

19. Earnest Money Deposit (EMD): At present no EMD is to be submitted. However, EMD will be payable to RECPDCL at the time of inviting financial bids from Empanelled agencies (EMD being refundable) issued in favour of "REC Power Distribution Company Ltd" and payable at New Delhi.

20. Performance Bank Guarantee (PBG): Later, in case of award of any contract, agency shall

furnish Performance Bank Guarantee of 10% value of the contract price in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the said contract. In case of Consortium/Joint Venture Firm, full Performance Bank Guarantee i.e. 10% of the value of awarded contract shall be furnished by either by the 'Lead Member' or the 'Consortium/Joint Venture Firm'.

21. The companies/firms banned or blacklisted by Govt. / Pvt. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted as per **Annexure-C.**

22. A power of attorney as per **Annexure-E**, duly notarized, indicating that the person(s) signing the bid has /have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of empanelment with RECPDCL including any extension thereafter or validity of any work awarded to the said empanelled agency.

23. At later stage, during invitation of financial bids etc. from successful agencies, RECPDCL reserves the right to conduct reverse auction. An undertaking as per **Annexure-F** is to be submitted along with EOI response.

24. **Integrity Pact**: The bidder has to submit integrity pact as per prescribed format **Annexure-G** on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact". The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the EOI submission.

25. Transportation costs for material shipment till beneficiaries' end in case of Jammu & Kashmir / Hill areas / forest areas will be given special reimbursement that will be disclosed when limited tender is invited after empanelment.

26. DISPUTE:

Disputes under the agreement shall be settled by mutual discussion.

- **a.** However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL.
- **b.** The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- **c.** The venue of the arbitration shall be New Delhi, India.
- **d.** The fee & other charges of Arbitrator shall be shared equally between the parties.
- **e.** The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

Submission of EOI Response

1. The bidder should submit following documents as against Eligibility criteria and QCBS as mentioned above:

a) Eligibility Criteria and QCBS supporting documents as asked in section V.

b) Responder's Particulars (on Letter Head) - **Annexure-A**

c) Undertaking towards not being black-listed as per **Annexure-C**

d) Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm as per their own customized format.

e) Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure- D** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

f) Duly notarized Power of Attorney as per **Annexure-E** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

g) Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-F**

h) Integrity Pact as per **Annexure-G** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

2. Only complete EOI response received on or before due date and time shall be considered. The EOI received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.
3. The responses complete in all respects are required to be submitted latest by on or before 07.08.2018 15:00 hrs & shall be opened on the same date at 17:00 hrs. The agencies or their authorized representative may present at the time of opening of bids if they desire.

Note: All the above documents should also be submitted in hard copy arranged in order, duly numbered, legible, signed and stamped by the authorized signatory as mentioned in **Section-IV**.

Evaluation of EOI: Based on QCBS defined in section V.

Annexure-A

Responder's Particulars

(to be submitted on Company's Letter Head duly signed)

To
Addl. Chief Executive Officer,
REC Power Distribution Company Ltd (RECPDCL),
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301

Sir,

We wish to apply for empanelment with RECPDCL to **Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states & Union Territories of India except North-Eastern States and applying for**

☐ **CATEGORY – A**
☐ **CATEGORY– B**
☐ **CATEGORY – C**
☐ **CATEGORY – D**

(Pl. tick one correct option) as per the requirement of RECPDCL against EOI No: **RECPDCL/Tech/EOI/Empanelment/2018-19/……..** as per details enclosed.

1. Name of Organization: …….
2. Name, Address, Phone/Fax No., Email of Contact Person with designation: ……..
   …….
3. Year of Establishment: ……
4. Range of Services Offered (To be enclosed separately in not more than two pages):
5. Total Number of Personnel: …….. (Professionals only)
6. Annual Turnover (of Last three financial years): Enclose audited balance sheets of the Company:

₹ In Crores			
FY (2017-18)	**FY(2016-17)**	**FY(2015-16)**	**Average Annual Turnover during last three financial years**

7. G S T Registration Copy: To be enclosed

8. PAN Number: To be enclosed

9. An undertaking signed by authorized signatory has to be submitted that the Company/ Organization is not banned or blacklisted by any Govt. / Pvt. Institutions in India or abroad:

10. Name of the Authorized Signatory, who will act as Company's Authorized Representative/Signatory to respond to this EOI and also will be in part of Contract upon shortlisting of bid: Power of attorney to be submitted

11. Additional information if any:

(Authorized Signatory on behalf of
the Company/ Organization)

Note: Agency has to tick relevant CATEGORY for which they are applying in this letter as mentioned above.

Annexure-B

SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE

(Against Empanelment Period)

Note: The date shall be 90 days after completion of empanelment period i.e. 3 years plus 3 months

M/s REC Power Distribution Company Ltd.,
Core-4, Scope Complex, Lodhi Road,
New Delhi — 110003 (INDIA)
(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Power Distribution Company Ltd., having its office at _____ _____ (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having issued list of successful agencies dated_____ against EOI No._____dated _____which includes M/s _____ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the BID/EOI No _____ _____dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Bank Guarantee as a Security Deposit for the faithful performance of the entire period of empanelment, of the value of ₹_____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favor for account of _____ _____ (The Agency) in cover of bank guarantee as a Security Deposit in accordance with the terms and conditions of EOI.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Agency having failed to perform the services as per the terms & conditions given in the BID/EOI and despite any contestation on the part of above named-agency.

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

_____
Authorized signature
Chief Manager/ Manager
Seal of Bank

Annexure-C

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Individual Company)

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

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

(Signature of Authorized Signatory)

Name*:

Designation*:

Seal:

* Please provide the name and designation of each signatory.

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Consortium/Joint Venture Firm)

We, a Consortium/ Joint Venture Firm of M/s _____ and M/s _____ hereby give undertaking that neither this Consortium/ Joint Venture Firm nor each of the member companies of this Consortium/ Joint Venture Firm are black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

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

(Authorized Signatory of Lead Member)	(Authorized Signatory of Consortium/JV Partner)
Name*:	Name*:
Designation*:	Designation*:
Seal & Sign:	Seal & Sign:

* Please provide the name and designation of each signatory.

Annexure-D

AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM

(for Consortium/Joint Venture firm)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This consortium/Joint Venture agreement entered into this _____day of _____

2016__ at _____

Between _____ (hereinafter referred as "_____") and having office at_____, India Party of the First Part

And _____ (hereinafter referred as"_____") and having office at

_____, India Party of the Second Part

Whereas RECPDCL has invited Expression of Interest (EOI) for empanelment of Agencies to **Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states & Union Territories of India except North-Eastern States.**

And whereas a combination of entities who, have executed a binding agreement in the prescribed format, to enter into a Consortium/Joint Venture, and meeting the requirements stipulated in the EOI document may submit a EOI signed by the Lead Member, which shall legally bind all the Members of the Consortium/Joint Venture who will be jointly and severally liable for the performance and all obligations there under to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

And whereas the Parties have had discussions for formation of a Consortium/Joint Venture for empanelment and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

It is hereby as mutual understanding of the parties agreed and declared as follows:

1. M/s. ..... shall act as Lead Member for and on behalf of Consortium/Joint Venture Members. The said Consortium/Joint Venture Members further declare and confirm that we shall jointly and severally be liable and shall be fully responsible to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

2. The Lead Member is hereby authorized to:

(i) Sign and submit the EOI on behalf of Consortium/Joint Venture members pursuant to the EOI initiated

(ii) In the event, the Consortium/Joint Venture Firm being empanelled with RECPDCL, to enter into any awarded Contract with RECPDCL, including negotiation of the terms thereof.

(iii) To receive all payments on behalf of the Consortium/Joint Venture Firm from RECPDCL.

3. In case of any breach of the stipulations of the EOI Document by the Lead Member, Consortium/Joint Venture Partner along with the Lead Member do hereby agree to be fully liable and responsible to carry out all the obligations and responsibilities under the EOI and any awarded Contract later on.

4. It is further agreed by the Members that the sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to RECPDCL.

5. It is clearly understood that the lead member shall ensure performance under the agreements and if Consortium/Joint Venture Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium/ Joint Venture Members.

6. This Consortium/Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts in Delhi shall have the exclusive jurisdiction in all matters arising there under.

In witness whereof, the Members to the Consortium/Joint Venture agreement have through their authorized representatives executed these presents and affixed seal of their companies, on the day, month and year first mentioned above.

(Party of the first part)	(Party of the second part)
Name*:	Name*:
Designation*:	Designation*:
Seal & Sign:	Seal & Sign:

Witness:

1.

2.

* Please provide the name and designation of each signatory.

Annexure-E

POWER OF ATTORNEY

(Letter of Authorization)

(Single entity & JV/Consortium bidders have to submit duly notorized. In case of Consortium/Joint Venture Firm, to be submitted by the 'Lead Member')

Know all men by these presents, we M/s _____ (Lead Member) with Head Office at _____, do hereby constitute, appoint and authorize **(Name) son/daughter/wife of (Name),** resident of _____ presently employed with us and holding the position of _____as our attorney, to do in our name and on behalf, all such acts, deeds and things necessary in connection with or incidental to REC Power Distribution Company Limited's (RECPDCL) EOI No. RECPDCL/Tech/EOI/Empanelment/2018-19/…….. dated: 23.07.2018 for carrying out **Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states & Union Territories of India except North-Eastern States.** , including signing and submission of all documents and providing information/ responses to RECPDCL, New Delhi representing us in all matters before, and generally dealing with RECPDCL in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall an shall always be deemed to have been done by us.

(Authorized Signatory of participating agency/Lead Member)

Name:

Designation:

Seal & Sign:

I Accept

(Signature of Attorney)

Name:

Designation:

Seal & Sign:

Annexure-F

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be submitted on Company's letter head)

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable bidders up to the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder
(Authorized Signatory)

Annexure-G

INTEGRITY PACT

(To be submitted 2 copies on Rs.100/- non judicial stamp papers)

INTEGRITY PACT

Between

REC Power Distribution Company Limited
having its Registered Office at Core-4 Scope complex

herein after referred to as

"RECPDCL",

and

_____

[Insert the name of the Bidder)

having its Registered Office at _____

(Insert full Address)

_____

Hereinafter referred to as

"The Bidder"

Preamble

RECPDCL intends to empanel, under laid-down organizational procedures, agencies for carrying out **Design, Testing, Supply, Transportation, Storage, Installation, Commissioning & Maintenance for 5 years of Grid Connected Roof Top Solar PV Plant / Off Grid Rooftop Solar PV Plant with Battery bank / Household level Solar Stand alone systems with battery bank under 4 (Four) categories in all states & Union Territories of India except North-Eastern States.**

(Signature) _____ (Signature) _____
(For & On behalf of RECPDCL) (For & On behalf of Bidder)

relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

In order to achieve these goals, RECPDCL and the above named Bidder enter into this agreement called '**Integrity Pact'** which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of RECPDCL

(1) RECPDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of RECPDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) RECPDCL will, during the tender process treat all Bidder(s) with equity and fairness. RECPDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) RECPDCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Chairman RECPDCL obtains information on the conduct of any Employee of RECPDCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder

(1) The Bidder commits himself to take all measures necessary to prevent corruption. He Commits himself to observe the following principles

(Signature) _____ (Signature) _____

(For & On behalf of RECPDCL) (For & On behalf of Bidder)

during his participation in the tender process and during the contract execution:

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to RECPDCL, or to any of RECPDCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

b) The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) _____ (Signature) _____

(For & On behalf of RECPDCL) (For & On behalf of Bidder)

Section III- Disqualification from tender process and exclusion from future Contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, RECPDCL may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

(1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.

(2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(Signature) _____ (Signature) _____
(For & On behalf of RECPDCL) (For & On behalf of Bidder)

(3) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

(1) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.

(2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If RECPDCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if RECPDCL has substantive suspicion in this regard, RECPDCL will inform the Chief Vigilance Officer (CVO)/Competent authority.

Section VIII - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section IX - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

(Signature) _____ (Signature) _____
(For & On behalf of RECPDCL) (For & On behalf of Bidder)

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____ (Signature) _____

(**For & On behalf of RECPDCL**) (**For & On behalf of Bidder)**

(Office Seal) (Office Seal)

Name:_____ Name:_____

Designation:_____ Designation:_____

Witness 1 :_____ Witness 1 :_____

(Name & Address) _____ (Name & Address) _____

_____ _____

_____ _____

Witness 2 :_____ Witness 2 :_____

(Name & Address) _____ (Name & Address) _____

_____ _____