



**Notice Inviting Expression of Interest (Eoi)**  
**Empanelment of Individual Consultant**  
**For**  
**Various Activities in Power Sector**

---

**No. RECPDCL/DGM/Tech (Vol-I)/6/EOI/94**

**By**



**REC Power Distribution Company Limited**

(A wholly owned subsidiary of REC, a 'Navratna CPSE'  
under the Ministry of Power, Govt of India)

**Corporate office**

1016-1023, Devika Tower, Nehru Place,  
New Delhi-110019

Telefax : 011-44128768

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

[This document is meant for the exclusive purpose of consultant against this Eoi and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]



## INDEX

SL. NO.		Particulars	Page no.
1	SECTION-I	EOI INFORMATION	3
2	SECTION-II	PREFACE	4
3	SECTION-III	SCOPE OF WORK	6
4	SECTION-IV	INSTRUCTIONS TO CONSULTANT	9
5	SECTION-V	ELIGIBILITY CRITERIA	13
6	SECTION-VI	EOI EVALUATION METHODOLOGY	15
7	SECTION-VII	GENERAL CONDITIONS OF EOI	17
8	SECTION- VIII	EOI FORMATS	20



## SECTION-I EOI INFORMATION

Name of the assignment: **Empanelment of professionally qualified highly experienced individual Consultant for various activities in Power Sector.**

Sl. No.	Event	Information to the consultant
1	Date of Release of EOI	22 April, 2012
2	Last Date for Submission of EOI response	: 21 days from Date of release of Eoi (Time : Up to 15:00 hours)
3	Last date for queries / seeking clarification	14 May 2012
4	Date of Opening of EOI response	same day at 15:30 hours
5	Sale of RFP	The details can be downloaded from the website <a href="http://www.recindia.nic.in">www.recindia.nic.in</a> or <a href="http://www.recpdcl.in">www.recpdcl.in</a> . free of cost.
6	Place to submit Eoi	REC Power Distribution Company Limited., 1016-1023, Devika Tower, Nehru Place, New Delhi-110019
7	Place of opening of Eols	REC Power Distribution Company Limited.,1016-1023, 10th floor, Devika Tower, Nehru Place, New Delhi-110019
8	Processing fee (to be submitted along with proposal)	The EOI shall be accompanied with <b>non-refundable</b> processing fees of Rs. 5,000/- in the form of demand draft / pay order issued in favour of " <b>REC Power Distribution Company Ltd</b> " and payable at New Delhi
9	Date & time of presentation	Will be intimated latter
10	Date & time of opening of financial Eols	Will be intimated after Evaluation of Technical Eoi
11	Address for communication	REC Power Distribution Company Limited., 1016-1023, 10 <sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi-110019, India. Telefax : +91-11-44128768, Phone : +91-11-44128752
12	Period of Empanelment	Empanelment shall be initially for a period of Two years, which may be renewed for further period(s) at the sole discretion of RECPDCL
13	Checklist for for submission of Eoi	<b>Under Envelop-I</b> Processing Fee of Rs 5000/- Form-I ----- letter of submission <b>Under Envelop-II</b> Eligibility Criterion Documents Form II -----CV of the Consultant Form-III -----Professional Experiences Form-IV----- Assignments completed/ case study <b>Under Envelop-III</b> Form-V-----Financial Proposal



## SECTION-II PREFACE

REC Power Distribution Company Limited, hereinafter referred as “**REC PDCL**” or “**REC Power Distribution Company Limited**” is a wholly owned subsidiary of Rural Electrification Corporation Limited (A ‘Navratana’ Company and Government of India Enterprise) has been in operation for the last four years and carrying out third party inspection of works executed under RGGVY 10th Plan & 11th Plan Projects and also carrying out an independent quality and quantity inspection of distribution net work executed under various Power utilities.

At present RECPDCL is working in 26 projects spread in 11 states of the country. These include - Rajasthan, Maharashtra, Gujarat, Manipur, Meghalaya, Karnataka, Uttarakhand, Haryana, Himachal Pradesh, West Bengal, and Andhra Pradesh. The entire work is being executed for 19 Power Distribution Companies/ Discoms in various projects namely AVVNL, JdVVNL, JVVNL, MPPKVVCL, MSEDCL, WBSEDCL, BESCO, HPSEB, MeSEB, UHBVNL, DHBVNL, UGVCL, PGVCL, DGVCL, RESCO (4Nos.), UPCL (Uttarakhand).

REC Power Distribution Company provides consultancy for DPR Preparation, Documentation, Tender Preparation and evaluation of bids etc for power distribution projects.

RECPDCL have prepared the DPRs for various towns covered under Re-Structured Accelerated Power Development and Reform Program (R-APDRP) launched by Ministry of Power (MOP) Govt. of India to reform the existing Transmission and Distribution Network of the system under XIth Plan for improvement and strengthening of the “Power Distribution System” to curb down the Aggregate Technical & Commercial (AT&C) losses to 15% in respect of various towns covering consultancy on High Voltage Distribution System, Low Voltage Distribution System, Street, Road and highway lighting, bill of quantities and cost estimation, Energy audit and energy management.

REC PDCL has played a major role in the Energy and Power distribution sector in terms of third party inspection and consultancy. It also conducts safety audit and energy audit to strengthen the state-level utilities for better distribution and management of the energy and power resources.

The company has also taken new initiatives for taking project in IT in Power distribution implementation & consultancy.

With sustained expertise, strengths and patronage of REC, it has got many contracts from various DISCOMS and State Governments in the following areas:

1. Third Party Quality and Quantitative Inspection of works executed under Feeder Renovation Program and High Voltage Distribution System.
2. Third Party Quality and Quantitative Inspection of works executed under Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) – Xth & XIth Plans;
3. Inspection of workmanship/erection methods of turnkey works ;
4. Inspection of material procured by Material Management Cell;
5. Preparation of Detailed Project Reports for R-APDRP – Part B;
6. Evaluation/Impact Study of HVDS Scheme;
7. Verification of DPR/ Cost estimates
8. System Study of HT & LT networks;
9. Energy Meter Data Analysis;



- 10. Energy Audit of Buildings.
- 11. Works as Lenders' Engineer

In view of further building the strength and widening its scope of operations **REC Power Distribution Company Limited now intends to empanel technically and professionally qualified highly experienced individual Consultant for various activities in Power Sector.** The document of EoI comprises the following:

- (i) Section I- EOI Information
- (ii) Section II- Preface
- (iii) Section III- Scope of Work
- (ii) Section IV- Instruction to the Consultant
- (iv) Section V- Eligibility/Qualifying Criteria
- (iv) Section VI -EoI Evaluation Methodology
  
- (v) Section – VII General Condition of the Contract
- (vii) Section – VIII EOI Forms

Consultant are requested to note that no deviation, whatsoever, are permitted by REC PDCL to any of the provisions of the EoI Documents and that the Consultant shall comply with all the requirements of the EoI Documents.

Consultant are further requested to submit their offers as per requisite formats provided in the EoI Documents and along with processing fee.

Any offer/proposal received by REC PDCL after the scheduled date for submission of EoI prescribed in the EoI Document and/ or not accompanied by EoI Processing Fee will be summarily rejected.

REC PDCL shall not be responsible for any delay or non-receipt of offer sent by post or through courier etc. and reserves the right to reject any or all offers without assigning any reasons thereof.



## SECTION-III SCOPE OF WORK

### 3.1 Scope of Work

Brief outline of works for which RECPDCL is looking for empanelment of individual Consultant are given below.

Consultant has to choose their core competency areas. These areas should be chosen after much thought in which consultant can provide the consultancy by adopting the approach of “consultancy from concept to commissioning”. However, consultant may also opt to indicate their preferential area/(s) in which he/she feels to provide his/her expert consultancy services, effectively. Such preferential areas should be indicated in separate column/place provided in the format.

Consultant has to prove their competency by submitting either through case studies or write ups to carry out the each core competency activity and same shall be discussed/ presented before the evaluation committee. Preferential areas indicated shall also be discussed by the evaluation committee and a decision shall be taken by the committee to consider the consultant for core competency areas & preferential areas as well.

The consultant may be engaged for conducting, super wising and to complete the entire assignment in a time bound manner as per the requirement of REC PDCL. Consultant shall assist REC-PDCL for all the activities wherever REC-PDCL requires for it.

**Broad areas of Power Sector where REC PDCL intends to empanel the individual Consultant are indicated below. Consultant would have choice to choose any one cluster out of 3(three) clusters mentioned below. He/ she will have to choose his/her core and preferential areas both from the same cluster.**

#### A) Cluster : Distribution

Area Code	Name of activities
A1	Survey, Cost Data studies, standardization, Modernization, system improvement & DPR preparation
A2	Prepaid Metering project formulation & implementation
A3	Evaluation & Impact studies
A4	Energy Audit/ efficiency & conservation studies
A5	Safety audit of Distribution network
A6	Capex study & Tariff determination /Audits,
A7	AT&C Losses and measures for reduction
A8	Demand Side Management



- A9 Bid Process Management & Agreement formulation
- A10 Electricity Regulations /Policies Advisory
- A11 ARR assessment & filing,
- A12 Revenue collection models/ Franchisee
- A13 Grounding System Design & development
- A14 Transient Network Analysis (TNA) study
- A15 Up gradation, Modernization & Augmentation of Power System
- A16 Issuing Licences for transmission, distribution and trading of electricity
- A17 Project Planning / engineering / development/ Management
- A18 Preparation of perspective plan for the expansion to meet demand projected for the area/utility, study of existing electrical network
- A19 Protection and Control System Design, Optimization and validation studies
- A20 Designing, Installation, Implementation & Testing of Underground Cable Systems.
- A21 Any other area related to distribution network

**B) Cluster : Transmission /Generation / Miscellaneous**

**Area Code Name of activities**

- B1 DPR preparation for Small Generation Projects
- B2 Lender's Engineer Work
- B3 Project formulation for Cogeneration and Generation of electricity from renewable sources
- B4 Solar Power Generation -Project formulation to commissioning
- B5 Wind Power Generation -Project formulation to commissioning
- B6 Small / mini Hydel Project -Project formulation to commissioning
- B7 Unscheduled Interchanges, ABT regulations - Trends & Impact
- B8 Certification Audits (e.g. RE Certificates)
- B9 Enterprise resource planning & Asset Management
- B10 Power exchange and dynamic pricing



**C) Cluster - “IT in Power Distribution” (including Smart grid)**

<b>Area Code</b>	<b>Name of activities</b>
C1	Prefeasibility study of Micro/ Smart Grid Projects and post evaluation studies
C2	Intelligent metering & Data Communication
C3	Communication media technologies, Architecture & Design
C4	System Interoperability
C5	Standards, Protocols and specifications
C6	Electricity Policy and Regulations for smart grid
C7	Grid Control & Management/ Operational Activities of Smart Grid (i.e. Load Control, Energy Management, indexing, tariff planning, Billing Efficiency & Controls etc.)
C8	SCADA & DMS project formulation
C9	Self healing networks and analysis
C10	IT based Energy Accounting and auditing
C11	Cyber security & Privacy in Advance Distribution systems
C12	GIS based Consumer Indexing and Asset mapping
C13	GIS based integrated network analysis
C14	Centralized customer care services / web self services
C15	Any other area related to Smart Grid activity



## SECTION-IV INSTRUCTIONS TO CONSULTANT

### 4.1 Submission of Eols

1. The Consultant qualifying the eligibility criteria should submit their response in a sealed cover containing documents in support of the eligibility criteria as mentioned in section -V along with the following documents:

#### Under Envelop-I

- i. Processing Fee of Rs 5000/-
- ii. Form-I ----- letter of submission of EOI

#### Under Envelop-II

- i. Eligibility Criterion Documents
- ii. Form-II -----CV of the Consultant
- iii. Form-III-----Professional Experience of the Consultant
- iv. Form – IV----- Details of Assignments / Case Studies

#### Under Envelop-III

- i. Form-V-----Financial Proposal
2. EOI shall be submitted in a separate sealed cover super scribing “EOI for Empanelment of Individual Consultant” and shall contain all three envelop mentioned above sealed envelopes super scribed as Envelope-I, Envelope-II and Envelop -III (with details) and also clearly mention the applicant's name and address.
  3. **Envelope-1** shall contain the Bank DD/Banker's cheque against the Processing Fee for an amount of Rs. 5000/- (Rupees Five Thousand Only) and shall also contain the prescribed submission letter (Form – I) duly signed by the applicant consultant willing to empanel.
  4. **Envelop -2** shall contain Eligibility Criterion Documents (Qualification, past employment details etc) The envelop should also contain the Form -II to Form-IV along with respective documents duly signed by the applicant consultant willing to empanel.
  5. **Envelope-3** shall contain Financial bid (Form IV)
  6. The Envelope-1 of the response shall be opened first & Envelop -2 shall be opened only for those consultants where response in Envelop-1 found satisfactory in presence of the responders or their representatives who choose to remain present. The responses without processing fee of requisite amount or improper mode or any mistake in the instrument or any deviation in the prescribed submission letter shall be summarily rejected without any further consideration.
  7. Financial bid in Envelop-3 shall be opened only after the technical evaluation and short listing of the Consultants by an Evaluation committee as per the methodology laid under Section VI. The date of opening of financial bid shall be intimated to the applicants along with the names



of shortlisted consultants. The financial bid of unsuccessful consultant shall be returned unopened. The financial bids of shortlisted consultants shall only be opened on scheduled date & time in presence of the successful consultants or their authorized representatives who willing to remain present.

## 4.2 Delivery of Eols

- i. The Eol should be submitted upto the date, time and address specified in Section - IV.
- ii. Eols received through FAX or e-mail will not be accepted for consideration.

## 4.3 Signature of Eols

(a) The Eol must contain the name and place of business of the person making the Eol and must be signed by the Individual Consultant and rubber stamped of the Consultant with his signature.

## 4.4 Last date for Submission of Eols

(a) Eols will be received by the REC PDCL at the address, not later than the time & date mentioned in the Section-IV.

(b) The REC PDCL may, at its discretion, extend the last date for the submission of Eol.

## 4.5 Late receipt of Eols

Any Eol received by the REC PDCL after the date fixed or extended for submission of Eols prescribed by the REC PDCL, will be summarily rejected without assigning any reason thereof.

## 4.6 Modification and Withdrawal of response of Eols

(a) No modification in the response submitted by the Consultant shall be permitted after submission of Eol.

(b) No response of Eol shall be allowed to be withdrawn within the interval of evaluation. Withdrawal / modification of Eol (submitted earlier) prior to the last date of submission may be considered on written request by the respective responder at the sole discretion of the REC PDCL.

## 4.7 Processing Fee :

The EOI shall be accompanied with **non-refundable** processing fee of Rs. 5,000/- (Rupees Five thousand only) in the form of demand draft / pay order issued in favour of “**REC Power Distribution Company Ltd**” and payable at New Delhi. If the response is not accompanied with the prescribed processing fee or if the processing fee attached with the response is not in order, then that EOI response shall be liable to be summarily rejected.



## 4.8 Period of validity of Empanelment

Empanelment shall be initially for a period of Two years, which may be renewed for further period(s) at the sole discretion of RECPDCL.

## 4.9 Understanding of Eol

A prospective consultant is expected to examine all instructions, forms, terms, specifications and requirements in the Eol and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Eol will be at the Consultant risk and may result in the rejection of its Eol.

## 4.10 No Deviations

(a) Eols containing any deviations from provisions in the invitation of Eol will be considered as non-responsive and such Eols shall not be considered for evaluation.

(b) Consultant should submit a certificate as per the Performa given under FORM-I (Letter of submission) at the **time of submission of Eols confirming that the stipulation of all the clauses of Eol are acceptable to them and they have not taken any deviation. In the absence of such certificate, the Eol is liable to be rejected and shall be returned unopened.**

(c) Completeness of Eol is key to the evaluation and selection, the Consultant have to ensure that the expressed Eol is prepared in line with invitation of Eol including instructions to Consultant. The Eol quality will be a reflection of the Consultant' capabilities and interest in the assignment. Presentation of individual Consultant would be the another important way for presenting the capability and experience of individual and hence should be supported with proper relevant case studies and

## 4.11 Price Basis

The price offer for the Assignment should be quoted on per day basis considering 8(eight) working hrs in a day. All the taxes and duties etc. as admissible shall be payable separately. No escalation for any reason whatsoever shall be allowed over and above the Eol price. Income tax at source will be deducted by REC PDCL as per the applicable law and regulation and TDS certificate shall be issued to the selected consultant by REC PDCL.

The engagement of consultant shall be mainly on per day basis as per actual requirement. The minimum unit of engagement shall be half a day. The consultant shall carry his work with his presence at the RECPDCL office or at the place as required by REC PDCL.

## 4.12 Corrigendum

At any time before the last date of submission of Eols, the REC PDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Consultant, modify the Eol document. The amendment will be posted on the website and will be binding on the Consultant and



the Consultant will give due consideration to the same, while they submit their Eols, and would invariably enclose documents/ information, as required, on account of the amendment, as a part of the Eol. REC PDCL may, at its discretion, extend the deadline for the submission of Eols.

#### **4.13 Cost and expenses for expression of Eol**

The consultant shall bear all costs and expenses of any nature associated with the preparation and submission of its Eol including post Eol discussions, presentations, etc, and the REC PDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Eol evaluating process.

#### **4.14 Settlement of Disputes:**

- i. The Courts/Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising in relation to the Eol.
- ii. This Eol and all matter connected with this Eol, shall be governed by the Laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts/Tribunals at Delhi.

#### **4.15 Disclaimer**

(a) "This Expression of Interest (Eol) has been prepared by the REC POWER DISTRIBUTION COMPANY LIMITED (REC PDCL) to empanel technically and professionally qualified highly experienced individual Consultant for various activities in Power Sector.

(b) All information submitted in response to the Eol become the property of REC PDCL and REC PDCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

(c) In submitting an Expressed Eol in response to the Eol, the consultant certify that he understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the Eol nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding any of the disclaimers set forth herewith."



## SECTION-V Eligibility/ Qualification Criteria

The Consultant intending to be empanelled for areas specified in Section-III should fulfill the following **eligibility criteria** and shall provide documentary evidence towards the following:-

- A. The Consultant must be an Indian citizen holding valid PAN Card and valid residential proof.
- B. The consultant should have all the required degree certificates and qualification proof in the respective areas wherein he/she are intended to apply / associate.

Minimum essential qualifications for the above requirement for various clusters are as below:

Name of the cluster	Min. Essential qualification	Desirable
Distribution	Bachelor degree in Engineering	MBA, CA, Master degree in Engineering
Transmission / Generation / Miscellaneous		PhD, Specialization in related area/subject, Proficiency in IT and Computer Science
“IT in Power Distribution” (including Smart grid)		

- C. The consultant must have acquainted knowledge of Regulatory environment in the power sector, and functioning of Utility /Central or State Electricity companies, Central/Public Sector Units/ Central or state electricity regulatory commissions and possess experience in dealing with such similar matters on wide range.

For the purpose of eligibility criterion the same can be demonstrated either by submitting any related document of successful work completion in power sector as a part of its response or by submission of the documents related to working in aforesaid utilities/organization/sector.

- D. The consultant must have a professional and having service record of minimum 12 years in a large, growth oriented, organized & professional organization of repute with good contribution record in the same.

For the purpose above criterion related document in respect of each employment / certificate to be submitted as a part of its response. The responsibility of proving the requisite period of experience lies with the individual consultant through valid evidences and submitted accordingly.

- E. Specific technical proposal for the each area of core competency for which Consultant wants to empanel shall be submitted along with the offer as a case study. The technical proposal should contain description of approach, methodology, experience and detailed write up about how the activities are done or can be done along with the case/approach studies.



**Note:**

1. Responses of responder(s) not fulfilling the eligibility criteria/ pre-qualification conditions given above shall be summarily rejected.
2. No Consortium or Joint venture of Consultants are allowed, in any case.
3. RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by responder(s) in support of above mentioned clauses of eligibility criteria. The consultant has to submit relevant documents to support the credentials, experience etc. Each page of the document should be signed by the consultant.
4. Empanelment shall be initially for a period of Two years, which may be renewed for further period(s) at the sole discretion of RECPDCL.
5. Empanelment with RECPDCL does not confer any right to a consultant 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/(s) in any area as may be deemed fit by RECPDCL depending upon the profile provided by the consultant and requirement of assignment.
6. REC PDCL reserves the right to accept or reject any or all requests/proposals for empanelment without assigning any reason thereof.
7. The RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this EoI.
8. RECPDCL reserves the right to cancel or annul the Expression of Interest (EoI) at any stage and call for fresh EoI and/or tender for any and /or all of the tasks
9. RECPDCL reserves the right to call for fresh tenders at any stage even if the EOI is in evaluation stage or the responders have been empanelled.
10. RECPDCL reserves the right to procure /to avail services of any items in any task from sources/ Consultant other than those empanelled with RECPDCL during the period of empanelment.
11. The RECPDCL at its discretion may use the complete proposed solution and/ or a part of, technical specifications or any other material of the proposal 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 on the responder(s) for this EoI and/or tender irrespective of the outcome of this EoI.
12. 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.
13. The consultant shall also have to submit their acceptance on the terms and conditions of RECPDCL in the form of an agreement.



## SECTION-VI EOI EVALUATION METHODOLOGY

### 6.1 Evaluation of Eols

#### **Step 1**

RECPDCL will identify the eligible consultant based on their qualification, experience and their area of activity in which the individual consultant has expertise. Consultants will be shortlisted for step 2 below based on the qualifying / eligibility criteria.

#### **Step 2**

Such shortlisted consultants under step 1 will be required to make a detailed presentation of their strength/ weaknesses, experience, understanding of the work for which they have expressed their interest to provide the consultancy to REC PDCL, before the evaluation committee. The date, venue and time allocated for presentation shall be informed to each of the shortlisted consultants through mails / phone. The evaluation committee shall evaluate each shortlisted consultant under step 1 for their area of expertise as assessed through their experience, background, Case studies/ reports/ write ups, presentation and discussions with the individual consultant. Their preferential areas, if mentioned in the EOI shall also be discussed by the evaluation committee in the same meeting. The evaluation committee will recommend the core & preferential areas for the respective consultant.

Further the evaluation Committee will also segregate the total nos. of consultants applied in a cluster **in two categories namely Advisor and Sr. Consultant** based on their experience & background. The financial bid of the two categories mentioned above would be evaluated separately. The consultants not found suitable before the evaluation committee would not be considered for step 3 below and their financial bid will be returned unopened.

The evaluation committee may either reject any core competency area, expressed by a consultant or may change it into a preferential area on its own discretion. The final decision taken by REC PDCL would be intimated to each shortlisted consultant through letter/mail/phone wherein the date of opening of financial bid would be intimated.

#### **Step 3**

Cluster wise financial bid of short listed consultants of step 2 above would be divided into two categories as mentioned above i.e. 1) Financial bids of Advisors & 2) Financial bids of Sr. Consultants. The L-1 i.e. lowest rate would be decided for each category i.e. Advisor and Sr. Consultants separately in a cluster and all other shortlisted consultants of that particular category shall be asked to match with the lowest (L1) rate within a pre-specified period. The Consultants under the category of a cluster agreeing to work on L-1 rate shall be empanelled for the activities as approved by REC PDCL. The Consultants not agreeing to the L-1 rate within the specified period shall not be empanelled and no further correspondence shall be entertained on this behalf.



The list of consultants (Advisor & Sr. Consultant separately) for each cluster specifying area of their core competency shall be prepared. The nos. of consultant for each area of activity shall be normally two or three, however RECPDCL reserves the right to increase or decrease the number of Consultants to be empanelled depending upon the response or otherwise.

**Mechanism for Engagement of Consultant:**

Whenever, RECPDCL feels that the services of empanelled consultant/s is/are required, the work requirement along with other technical details if available would be intimated to the respective empanelled Consultants for particular area over mail/ phone. Based on the discussion the engagement of consultant would be done on sole discretion of RECPDCL as per the suitability and particular requirement.

The Consultant shall make available the services as may be required for successful execution of the assignment and or as may be required by REC PDCL on specified dates, venues and time in order to meet the requirements of REC PDCL.

The Consultant shall be paid on per day basis depending upon the rates agreed by the Corporation; however, minimum payment hour would be half day. Consultant would also be entitled for outstation TA/ DA in case of any approved visit to the site location equivalent to E3 and E4 level of REC for Sr. Consultant and Advisor respectively. A laptop along with an internet data card is to be arranged by the consultant at their own cost.

**Terms of Payment**

The Consultancy Fee to the consultant shall be paid on monthly on the basis of actual days of their working against satisfactory certification by concerned division.

Pre-receipted invoice on monthly basis along with daily work sheet should be submitted in favour of REC PDCL in duplicate. Payment shall be made within 7-10 days from the date of receipt of invoice to the consultant.

**Liquidated Damages for Delay in Completion:**

1. If the Consultant fails to deliver deliverables within the time fixed under the Contract, the Consultant shall pay to the REC PDCL as liquidated damages, a sum of 25% percent of the per day fee shall be deducted from the fee payable for delayed period. However, in case of mutual agreement regarding extension or incase of increase in assignment or the reasons not attributable to the consultant i.e. in case of recommendation of extension by RECPDCL and its approval by the Competent Authority, there will be no LD charges.



2. The liquidated damages amount if any shall be deducted from the payments under the Contract.
3. The REC PDCL shall have the right to exercise the Right to Set Off against any amount due and payable to the Consultant in any other assignment

## SECTION-VII GENERAL CONDITIONS OF CONTRACT

- I. All claims shall be raised by the Consultant as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the RECPDCL.
- II. In case the performance of the Consultant is not satisfactory, the Consultant will be asked to improve upon only once. In case the performance is not found upto mark, the Consultant shall not be engaged for further assignment. Even the existing assignment may also be carried out by engaging another consultant or by any other means at the sole discretion of REC PDCL and no payment would be made in such case.
- III. REC PDCL on its sole discretion can cancel the contract at any stage of the work, in case it is found that the knowledge of Consultant and or his/her performance is not satisfactory, any information given at the time of submission of the EoI is found to be incorrect.
- IV. Given the nature of the work being entrusted, the consultant would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the approval of REC PDCL, failing which the engagement of the consultant would be terminated and/or action under prevailing rules/laws may be taken.
- V. If due to any reason or decision of the Govt/ Client., the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the actual days of working by the consultant.
- VI. **Conflict of Interest:** Such consultant would not be engaged for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by REC PDCL or above all enable them to pose a threat to REC PDCL's consulting business in future.
- VII. The Consultant shall keep REC PDCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by REC PDCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Consultant, or the Consultant's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.



### **Signing of Contract**

1. In the event of 1st engagement, the selected Consultant will be required to enter in to a Contract Agreement with the REC PDCL within 10 (ten) working days from the date of the Letter of empanelment or within such extended time, as may be granted by the REC PDCL.
2. Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by REC PDCL. Non-Judicial Stamp papers of Rs.100/- and water mark papers to be purchased by the Consultant from Delhi State.
3. The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
4. Till the time a 'Contract Agreement' is prepared and executed, the Letter of empanelment and Letter of engagement for particular activity shall be read in conjunction with the EoI Documents and will constitute a binding contract.

### **VIII. Intellectual Property:**

The Consultant shall ensure that while he/she uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant shall be solely liable for any such infringement, claim, demand, loss etc. and shall keep the REC PDCL and its personnel indemnified against all costs, expenses and liabilities.

### **IX. Settlement of Disputes:**

- (l) If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which Parties are unable to settle mutually within a reasonable period, the same may be referred for arbitration:
  - (a) A Party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 30 days notice to the other party
  - (b) The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
  - (c) It is agreed that Chairman, REC PDCL shall nominate a sole arbitrator.
  - (d) It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of REC PDCL or is a retired employee of REC Ltd or RECPDCL.
  - (e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from his proceedings, it shall be lawful for Chairman, REC PDCL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo
  - (f) It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.



- (g) The arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties
  - (h) The parties to the arbitration will bear the fees and expenses equally.
  - (i) The venue of the arbitration will be at New Delhi
  - (j) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.
- (II) The courts / Tribunals at New Delhi alone shall have exclusive jurisdiction on any dispute relating to or arising out of this contract.
- (III) Jurisdiction and applicable law: The agreement including all matter connected with the Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts/Tribunals at Delhi.



## SECTION- VIII EOI FORMS

**Letter for Submission of EOI**

To,  
Chief Executive Officer,  
RECPDCL,  
1016-1023,10th Floor,  
Devika Tower,  
Nehru Place, New Delhi-110019

Sub.: Empanelment of Individual Consultant in Power Systems

Sir,

1. With reference to your Eoi No. ----- dated ----- for **Empanelment of Individual Consultant for various activities in Power Sector**, I wish to apply for empanelment with RECPDCL as "Individual Consultant" for Cluster \_\_\_\_\_ for following core competency areas:

2.

Sl. No.	Area Code	Core Competency Area
1		
2		
Sl. No.	Area Code	Preferential Competency Area

Further, I hereby certify that

**I have read the provisions of the all clauses and confirm** that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Eoi are acceptable to me and I have not taken any deviation to any clause.

3. I further confirm that any deviation to any clause of Eoi found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.

Date:  
Place:

Signature.....  
Full Name.....  
Designation.....  
Address.....

**Note: In absence of above declaration/certification, the EOI response is liable to be rejected and shall not be taken into account for evaluation.**

**CV OF THE CONSULTANT**

Sl. No.	Particulars	Details to be provided by the consultant	
1	Name		
2	Place of location		
3	Date of Birth		
4	Address		
5	Contact No.	Mobile No.	Land Line No. with STD Code
6	Email address		

Continued on next page..

**REC Power Distribution Company Limited**

7	Educational Qualification			
8	Total experience (in No. of years)			
	Service Tax Registration No. ( Pl. enclose photocopy)			
	PAN NO. ( Pl. enclose photocopy)			
9	Experience			
	Positions held	duration		name of organization
		From	To	
	Whether certified Energy Auditor (Yes/ No)			
	Area of Consultancy Services Offered (Maximum two area of from the “same cluster” should be chosen).			
	Name of the cluster chosen <b>(Only one cluster to be chosen)</b>			
	<b>Pl. chose two areas of utmost core competency from the above chosen cluster</b>			
	No. of choice	Area of Core Competency		Area Code
	Ist			
	IIInd			

(Signature of the Consultant)

**PROFESSIONAL EXPERIENCE OF THE CONSULTANT**

In years :

Collaborations/JVs (If any) :

Areas of Professional experience :

**Experience in India:**

No of Assignments undertaken in Power Sector:

List of assignments with clients' name:

**Experience in Abroad:**

No of Assignments undertaken in Power Sector:

List of assignments with clients name & location against each assignment, duration in Months.:

(Signature of the Consultant)

*(Additional sheet may be attached if required supported with relevant document proof)*

**FORM-IV**

**CASE STUDY (Separate sheet for Each Assignment)**

**Undertaken** for electric power Generation/ distribution & transmission companies/ utilities/Central Public Sector Utilities (copy of the Letter of award, experience certificate etc. to be enclosed)

Name of assignment :

Name of Client :

Location of Assignment :

Originally agreed time to complete the : Assignment in months

Actual time taken to complete the : Assignment in Months

Scope of work of assignment in detail : (may attach sheets)

Deliverables of the assignment :

*(Details of case study should be attached).....*

(Signature of the Consultant)



# Financial Proposal

To,  
Chief Executive Officer,  
RECPDCL,  
1016-1023,10th Floor,  
Devika Tower,  
Nehru Place, New Delhi-110019

Sub.: Financial Proposal for empanelment of Individual Consultant in Power Systems

Sir,

1. With reference to your EoI No. -----dated ----- for **Empanelment of Individual Consultant for various activities in Power Sector**, I have expressed my interest to empanel with RECPDCL as "Individual Consultant".

My financial quote for the chosen cluster is as follows:

Name of Cluster	per day rate*	
	Rupees in figure	Rupees in words

\*Rates should be exclusive of all the taxes and duties applicable.

Date:

Signature.....

Place:

Full Name.....

Address.....

.....

.....

Stamp.....