REQUEST FOR PROPOSAL (RfP)

for

Selection of Consultancy Firm for Providing Specialists for Project Implementation Support Consultant (PISC) Assignment for Maharashtra Power Distribution Enhancement Program under MSKVY 2.0 Scheme financed by Asian Development Bank (ADB)

(Single Stage Two-Envelope Bidding Process with e-Procurement)

Date of Release of Tender	As per GeM / e-procurement bid documents
Date of Pre-Bid Meeting	As per GeM / e-procurement bid documents
Last Date for Submission of Bid	As per GeM / e-procurement bid documents
Date of Opening of Bid	As per GeM / e-procurement bid documents
Tender Fee	NIL / As per tender portal

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

TENDER INFORMATION

Particular	Details
Work Item Title / Description	Selection of Agency for Providing Specialists for Project Implementation Support Consultant (PISC) Assignment for Maharashtra Power Distribution Enhancement Program under MSKVY 2.0 Scheme financed by Asian Development Bank (ADB)
Client / Beneficiary Utility	Maharashtra State Electricity Dist. Co. Limited (MSEDCL)
Mode of Tendering	Open e-Tendering / GeM / applicable e-procurement portal
Tender Category	Services
Service Category	Consultancy Services / Project Implementation Support
Type of Contract	Service Contract
Contract Period	Thirty (30) months from the date of execution of the Contract Agreement. Extension, if any, shall be governed by the tender provisions and subject to approval of MSEDCL.
Project Location	MSEDCL offices, project locations and field sites in Maharashtra, and such other locations as may be advised by MSEDCL / RECPDCL.
Bid Validity	180 days from the last date of bid submission, unless otherwise specified in the e-procurement bid documents.
Earnest Money Deposit (EMD)#	₹ 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)
EMD Exemption Allowed	• Micro and Small Enterprises (MSEs) • National Small Industries Corporation Limited (NSIC) • Start-Ups etc. As applicable as per prevailing Government of India norms andguidelines.
Address for Correspondence	REC Power Development and Consultancy Limited, D-Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana - 122001.
Contact Person	Anil Kumar Perala, DGM (Engg) Mob. No. 7389907977

The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders in the form of demand draft/Bank Guarantee of an amount of ₹2,50,000/- (Rupees Two Lakh Fifty Thousand Only) from any Indian scheduled commercial bank in favor of REC Power Development and Consultancy Ltd., Payable at Gurugram.

The EMD of unsuccessful Bidder shall be returned at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract.

EMD of successful Bidder will also be returned after successful bidder submit the performance guarantee.

CONTENTS

SECTION-I	:	Details of RFP & Scope of Work/Services
SECTION-II	:	Qualification, Experience & Responsibilities
SECTION-III	:	Qualifying Criteria
SECTION-IV	:	Bidding Process
SECTION-V	:	Terms and Conditions
Annexure-I	:	Bidder Profile Form
Annexure-II	:	Undertaking
Annexure-III	:	Undertaking towards Not Being Blacklisted
Annexure-IV	:	Bid Bank Guarantee (EMD) Format
Annexure-V	:	Proforma for Performance Bank Guarantee
Annexure-VI	:	Pre-Contract Integrity Pact

SECTION-I: DETAILS OF RFP & SCOPE OF WORK/SERVICES

RECPDCL has been awarded the assignment of Project Implementation Support Consultant (PISC) by MSEDCL for the Maharashtra Power Distribution Enhancement Program under MSKVY 2.0 Scheme financed by ADB. For implementation of the assignment, RECPDCL intends to appoint an agency for providing specialists / support professionals and related consultancy services in accordance with the scope, deliverables and conditions indicated in this RfP.

The selected agency shall support RECPDCL in executing the PISC assignment, including project planning, monitoring, supervision, program management, safeguards compliance, capacity building, reporting, documentation, certifications and project completion activities.

1. Broad Scope of Consultancy Services

- Project Planning, Monitoring and Supervision: preparation of project implementation plan, monitoring of physical and financial progress, monthly/quarterly/milestone reporting, identification and mitigation of implementation bottlenecks, and assistance in project closure.
- Program Management Support: coordination with MSEDCL, ADB and concerned stakeholders for implementation of the Maharashtra Power Distribution Enhancement Program.
- Environmental, Social and Health & Safety Safeguard Compliance: environmental management, social safeguards, health and safety, stakeholder consultation, grievance redress mechanism, compliance with ADB Safeguard Policy Statement and preparation of safeguard monitoring reports.
- Capacity Building and Training: training of MSEDCL officers, development of training modules, on-the-job support and knowledge transfer.
- Monitoring of Program Performance Indicators and assistance in preparation of reports, documentation, certifications and project completion activities.
- Field supervision and safeguard monitoring throughout the contract period, including any other activity specified in the Terms of Reference, tender documents or instructions of MSEDCL during execution of contract.

2. Details of Specialists to be deployed by the selected agency

S. No.	Particulars	No. of Professionals	Man-days per Person
1	Senior Environment Specialist	1	264
2	Senior Social Safeguard Specialist	1	264
3	Health & Safety Expert	1	264
4	Environment Safeguard Specialist	1	396
5	Health & Safety Safeguard Specialist	1	396
6	Social Development and Safeguard Specialist	1	396
7	Ecologist	1	396
	Total	**7**	

The above specialist will be deployed as and when required by RECPDCL/ MSEDCL over the contract period of 30 months.

SECTION-II: QUALIFICATION, EXPERIENCE & RESPONSIBILITIES

Selected bidder shall be responsible for successful completion of the assigned work. The bidder shall deploy only those key professionals whose Curriculum Vitae / profiles are accepted by RECPDCL / MSEDCL. Replacement of key personnel shall not be permitted without prior written approval and shall be governed by tender conditions.

Role	Time Input	Qualifications
Senior Environment Specialist	264 Man-days over the period of 30 months over three years.	• Masters in environmental sciences or engineering or related field. • At least fifteen (15) years of relevant experience. • Experience in environment training and capacity development. • Experience of environment supervision on MDB funded projects in a range of countries in South Asia, and ideally India. Preferably familiar with the RBL modality of ADB lending. • Experience in environmental management, planning and implementation conducting environmental assessments and monitoring construction impacts; report preparation and working on infrastructure projects, particularly power projects. • Fluency in English is required.
Senior Social Safeguard Specialist	264 Man-days over the period of 30 months of inputs over three years	• Bachelors and masters in social sciences or related field • At least fifteen (15) years of relevant experience • Experience in the areas of involuntary resettlement and indigenous people safeguards with ADB SPS or policies of IFIs Experience of implementing and managing a grievance redress mechanism, community consultations, IR and IP impacts screenings and assessments, safeguards monitoring and other social safeguards related tasks as required for program compliance with ADB SPS • Fluency in English is required.
Health & Safety S Expert)	264 Man-days over the period of 30 months over 3 years program implementation	• Bachelors and masters in engineering or related field with ISOH, NEBOSH or equivalent health and safety certification • At least fifteen (15) years of relevant experience in HSMS establishment. • Experience in environment training and capacity development. • Experience of developing ESMS to ISO certification standard for Indian industry or energy sector organizations. • Experience of good international industry practice for health and safety • Fluency in English is required.

Safeguard Supervision and Monitoring for works at field level:

Role	Supervision and Monitoring Time Input	Tasks (not an exclusive list)	Qualifications
Environment expert / safeguard CSC team	396 Man-days over the period of 30 months implementation period	In coordination with Senior Environmental Specialist, execute the following tasks • Support MSEDCL in implementation of on-site training and orientation of Contractors and MSEDCL field staff on safeguards as per the program safeguard system, ESMF / EMP requirements including operationalization of the grievance redress mechanism (GRM), meaningful consultation, information disclosure, etc. • Ensure EMP requirements are reflected in contract documents through contract variation, detailed designs prior to approval etc. • Review and approve S-EMP for the construction works. • Develop the systems for site inspections and weekly checks, record keeping and monthly reporting to the PMU / PIUs • Undertake routine site inspections, weekly checks and identify time bound corrective actions where required Ensure contractor obtains and maintains records of all necessary environmental permits, licenses etc. • Oversee contractor in undertaking any quantitative monitoring requirements e.g., air, noise, water quality levels and maintains records. • Based on site visits to each Contractor, prepare the environment inputs to the environment monitoring reports for submission to PISC	• Bachelors and masters in environmental management or related field. • At least 05 years of relevant experience. • Experience in environment training and capacity development. • Experience of environment supervision on MDB funded projects in a range of countries including those with mature environmental assessment and management enforcement practices and South Asia, ideally India, and in Maharashtra. • Fluency in English is required.

		appointed environmental specialist, which will further be submitted to MSEDCL • Support resolution of environment related grievances • Participate in monthly meetings with PIUs and Contractors to discuss EMP implementation progress and any issues related to safeguards, GRM, etc.	
Health & Safety Specialist / safeguard CSC team	396 Man-days over the period of 30 months implementation period	• Support MSEDCL in implementation of on-site training and orientation of Contractors and MSEDCL field staff on health & safety (including OHS and CHS) as per the program safeguard system, ESMF / EMP requirements • Ensure Contractors are capacitated to undertake OHS and CHS supervision and monitoring on a day-to-day basis • Ensure health & safety aspects as per SPAP, ESMF, EMP requirements are reflected in contract documents through contract variation, detailed designs prior to approval etc. • Participate in H&S risk assessment workshops for detailed design and for specific construction work activities, • Oversee implementation of H&S plans for the construction works • Develop the systems for site inspections and weekly checks, record keeping and monthly reporting to the PMU / PIUs • Participate in monthly meetings with PIUs and Contractors to discuss EMP implementation progress and any issues, specifically related to health & safety • Undertake routine site inspections, weekly H&S checks, issue internal stop notices for unsafe practices (as deemed necessary) and identify	• Bachelors and masters in engineering or related field with ISOH, NEBOSH or equivalent health and safety certification. • At least 05 (years of relevant experience including international experience. • Experience in health and safety training and capacity development. • Experience of health and safety supervision on MDB funded projects in a range of countries including those with mature health and safety management practices and South Asia, ideally India and in Maharashtra. • Fluency in English is required.

		time bound corrective actions where required • Based on site visits to each Contractor, prepare the environment inputs to the environment monitoring reports for submission to PISC appointed environmental specialist, which will further be submitted to MSEDCL • Ensure Contractors maintains H&S statistics records for near misses, as well as incidents, report them accordingly to PMU / PIUs with lessons learned to avoid future repeats. • Support resolution health & safety related grievances • Support PIUs and Contractors to undertake awareness raising activities for the workers and to the community to make them aware of the H&S risks posed by the program.	
Social Development and Safeguard Specialist	396 Man-days over the period of 30 months implementation period	In coordination with MSEDCL staff and Senior Social Specialist, execute the following tasks • Participate in monthly meetings to discuss planning the safeguard tasks, site screenings and documents for the RBL activities, their implementation and monitoring, progress and any issues • Support MSEDCL and contractors in screening all sites for IR and IP impact and risks, avoidance and mitigation measures, consultation, including implementing communication and stakeholder engagement plan and ensuring active engagement of stakeholders Support MSEDCL in planning, documenting, monitoring and reporting on social safeguards, including on land acquisition provisions, including all acquisition and lease agreements,	• Bachelors and masters in social sciences or related field • At least 5 years of relevant experience • Experience of implementing resettlement, community engagement and gender action plans • Experience of managing a GRM • Fluency in English is required.

		and ensure maintenance of transparency, fair negotiation with engagement of third-party monitoring, documentation and process meeting ADB SPS provision on negotiated settlement. • Support MSEDCL in monitoring livelihood impacts and/or loss of other non-land assets and income, due to land acquisition or restriction of access to land and resources, and ensure compensation, monitoring and reporting. • • Support MSEDCL and contractors in implementing the program actions Support MSEDCL and contractors in implementing the GRM, consultation with communities • Provide monthly reports to MSEDCL and social/community engagement input to environment and social monitoring reports • Ensure grievance records are being maintained. • Support resolution of social related grievances • Other social safeguards related tasks as required by MSDELC and ADB for project compliance with ADB SPS. • Undertake awareness raising activities for workers	
Ecologist	396 Man-days over the period of 30 months implementation period	• In accordance with the ESMF / EMP requirements conduct ecology related field surveys/monitoring studies on behalf of MSEDCL. • Provide ecological support in ensuring adherence to biodiversity provisions in the EMP e.g., full-time supervision of contactor's vegetation clearance. • Ecological screening and assessment and ensuring	• Masters in ecology / ornithology or related field • At least 5 years of relevant experience in conducting ecological (avifaunal species, habitats, faunal species) survey and assessment in power sector projects including solar power plants, power lines etc. Experience of undertaking ecological survey work.

		eligibility of Program activities as per the eligibility criteria to be agreed both during processing and implementation, if any added during implementation. Undertake and document consultations with government officials including but not limited to forest department, local community, and expert institutions in relation to important wildlife habitats and species which may get affected due to the project activities. • Develop/ update mitigation measures/ management plan as required for ecology and ensure proper implementation; assist in preparation of carcass management plan in consultation with the local communities	• Experience with GIS and spatial analysis with demonstrated experience of using GIS software (eg. ArcGIS Pro or QGIS) for spatial data analysis (spatial intersections, buffer analysis, overlay analysis, and other geoprocessing tasks), mapping, visualization and geoprocessing tasks. Preferably Having hardware with 16 GB RAM to process the ecology data in GIS format. • Database management: skills in managing spatial databases, including data entry, updating, and querying. • Experience of ecological site supervision • Fluency in English is required. Preferably reading and writing of Marathi language

SECTION-III: Qualifying Criteria

The following are the Qualification/ Eligibility criteria. Any Bid not fulfilling any of the pre-qualifications/eligibility criteria shall be summarily rejected. The said criteria as detailed along with documents that need to be submitted in proof of compliance to each of the criterion, is detailed below:

S. No	Particulars	Document(s) to be submitted
1.1	**General**: Following minimum credentials shall be desirable for acceptance of bid	
a)	The bidder should be a registered entity i.e whether Company (registered under Company Act 2013), Limited Liability Partnership or proprietorship.	Certificate of Incorporation and PAN card of Company.
b)	The bidders should have full time company- roll professional strength of at least 20 professionals in power sector consultancy segment in India.	Self- certified undertaking from authorized signatory (certified by company secretary or by Board resolution) to be submitted on company letter head along with profiles of all professional duly indicating the experience.
c)	Bidder should not have been blacklisted by any Government Department/ Regulatory body/ CPSU/ PSU Banks/ Autonomous Bodies/ Statutory Bodies/ REC/ RECPDCL/ Ministry of Power (GOI) PSU or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions in India at the time of submission of bid.	Self-declaration by authorized signatory for no blacklisting on appropriate non-judicial stamp paper duly notarized.
d)	Undertaking on Compliance of RfP Terms and Conditions. This will be accompanied by duly signed and stamped original tender document deemed to be acceptance of Tender Specifications & Terms and Conditions.	Attach valid Documentary Evidence including affidavit on Rs 100/- stamp paper issued in Delhi-NCR.
e)	To confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006.	If yes, a copy of the Registration Certificate must be provided to RECPDCL. Further, keep informed to RECPDCL whether there is any change of the status of the company.
f)	Specialists with requisite qualification & experience	List of specialists along with the qualification and experience to be submitted.

S. No	Particulars	Document(s) to be submitted
g)	The bidder should be in the business of providing the consultancy services since last 5 years before the bid deadline in power distribution sector	Enclose self-attested copy of documentary evidence such as copy of Letter of Award, completion certificate etc. in support of this requirement.
h)	The minimum average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least **Rs. 1.37 Cr**.	Copy of audited statement of account (PL account & balance Sheet) duly certified by CA along with certificate stating the turnover and net worth shall be submitted as proof.
i)	Net Worth for the last three financial years namely, FY 2025-26, 2024-25, and 2023-24 should be Positive. Net worth means 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.	
j)	Minimum Experience in providing consultancy services successfully during the last three years ending **30th September' 2026** should be either of the following: i. Single work order with contract value not less than **Rs. 1.56 Crore**. (or) ii. Two work orders with each contract value not less than **Rs. 97.35 lakhs**.	Attach the proof of work order/ contract and completion certificate.

SECTION-IV: BIDDING PROCESS

a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

b) All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of engagement from the date of engagement. No request will be considered for price revision during the contract period. If necessary, RECPDCL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

c) Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

d) Un-signed & un-stamped bid shall not be accepted.

e) All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.

f) Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

g) Ambiguous bids will be out rightly rejected. RECPDCL will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.

h) The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

i) Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.

j) Financial bid may be submitted/uploaded online as per "Financial bid" for the corresponding description.

k) Financial bids will be evaluated on the basis of total price. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.

l) Tender process will be over after the issue of LoA to the selected vendor.

m) Bids not quoted as per the format given by RECPDCL will be rejected straightway.

n) No deviation from the tender specifications & terms and conditions will be accepted.

1. **Pre bid meeting**

- RECPDCL will hold a pre- bid meeting with the prospective bidders at RECPDCL **Corporate Office, Gurugram** (or) through Video conference mode. Queries received, from the bidders, two-days prior to the pre bid meeting will be addressed. The queries can be sent to RECPDCL through email at bd.delhi@recpdcl.in
- RECPDCL is not bound to clarify any query received after the day as described above. RECPDCL will review every query and on due consideration will issue corrigendum (if necessary). However, RECPDCL does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by RECPDCL.
- In case of Pre-bid meeting is being organized through video conference, interested bidders are required to provide following details on email id at "bd.delhi@recpdcl.in" two days before the schedule pre-bid meeting date. The joining link/credentials will be shared over the email provided by the bidder. The prospective bidder may please provide the details: Name of the Firm, Name of the authorized representatives to attend VC, Email Id of the representative, Contact No. of representative.
- It is the responsibility of the prospective bidders to have appropriate environment/connectivity for smooth participation

2. **Earnest Money Deposit (EMD):**

a. EMD exemption allowed to Micro Small and Medium Enterprises (MSMEs), National Small Industries Corporation Limited (NSIC), Start-Ups etc. As applicable as per prevailing Government of India norms and guidelines.

b. In the absence/Non-Submission of **Earnest Money Deposit**, such bid shall be rejected straightway.

c. Bid shall be accompanied by an Earnest Money Deposit of ₹2,50,000/- (Rupees Two Lakhs Fifty Thousand only) in form of Demand Draft drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Development and Consultancy Limited' payable at Gurugram with validity as per BID validity period or Bank Guarantee as per format of Annexure-IV. Cheques, Money Orders or Cash etc. shall not be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD Draft. Any failure to comply with the same shall be at the risk of the bidder.

d. Bank Draft(s) towards EMD in one cover sealed and superscripted "EMD for Selection of Agency for Providing Specialists for Project Implementation Support Consultant (PISC) Assignment for Maharashtra Power Distribution Enhancement Program under MSKVY 2.0 Scheme financed by Asian Development Bank (ADB)". A letter specifying the draft details should be submitted physically at RECPDCL office. General Manager (Distribution), REC Power Development and Consultancy Ltd., D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana) - 122001. However, the scanned copy of Bank drafts must be uploaded (PDF format).

e. Any Bid submitted without a valid EMD shall be summarily rejected.

f. No interest is payable on Earnest Money deposit.

g. The EMD of unsuccessful Bidder shall be returned without interest within 180 days from on completion of tendering process and EMD of successful Bidder shall also be returned without interest after successful bidder submit the Performance Bank Guarantee (BGs).

h. Earnest Money Deposit (EMD) shall be forfeited in case of the following:

- On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- Withdraws its bid during the period of bid validity
- In case of the successful Bidder fails to sign the contract within the stipulated time.

3. Last date for bid submission: -

a) Bids, complete in all respects, must be submitted online through GeM portal by the due date and time.

b) RECPDCL may, at its own discretion, extend the last date for bid submission.

c) Any bid received by RECPDCL after the prescribed deadline for submission of bids will be summarily rejected and returned un-opened to the Bidder. RECPDCL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

d) The bids submitted through telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.

e) At any time prior to the last date for receipt of bids, RECPDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on RECPDCL's website www.recdpcl.in & GeM portal /RECPDCL should be taken into consideration by the prospective bidders while and preparing their bids.

f) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, RECPDCL may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's Security Deposit (BG) or suspension.

g) The bidders will bear all costs associated with the preparation and submission of their bids. RECPDCL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

h) Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

4. Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of engagement from the date of engagement. No request will be considered for price revision during the contract period. If necessary, RECPDCL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids

5. Opening of Technical Bids

The bids will be opened electronically in the presence of bidder's representatives (only one) who choose to attend the Bid opening sessions on **07/11/2026 at 11:00 Hrs.**

6. Opening of Financial Bid [ONLINE MODE ONLY]

Financial bid of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms without any deviations, shall be opened electronically [ONLINE MODE ONLY] on a notified date and time.

7. Evaluation of bids

a) When deemed necessary, RECPDCL may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.This would also not mean that their bid has been accepted.

b) RECPDCL may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

c) Any effort by a bidder to influence RECPDCL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid, and forfeiture of the bidder's EMD and may result in suspension to participate in RECL/RECPDCL tenders.

d) RECPDCL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for RECPDCL's action and without assigning any reasons

e) Financial bid to be submitted online in financial bid, in no case the same shall be submitted offline/ uploaded with technical bid documents. If financial bid is submitted in the technical bid, their bid shall be treated as non-responsive.

Evaluation of Financial Bids: -

a) All the technically qualified bidders will be notified to participate in Financial Bid opening process.

b) The Financial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at discretion of RECPDCL.

c) The bid prices are to be quoted inclusive of all taxes and shall be in Indian Rupees.

d) Any conditional bid would be rejected.

e) The technically qualified bidder quoting the lowest amount cumulatively for all the specialist will be considered for award.

8. Award to Agency

i. On written communication from RECPDCL for having qualified the bidder will sign the contract **within 15 days** of such communication, failing which, the offer will be treated as withdrawn may result in suspension to participate in RECL/RECPDCL tenders and EMD shall be forfeited. RECPDCL reserves the right to extend the offer to the next eligible bidder.

ii. The bidder selected will have to submit Security Deposit as Bank Guarantee (BGs) @ 5% of award value from a scheduled commercial bank for the duration of the contract or extended period plus 6 months claim period, in favor of REC Power Development and Consultancy Ltd, Gurugram, Haryana. Failing in submission of BG as security within 7 days from the date of award, then the agency & bid will be treated as withdrawn, may result in suspension to participate in RECL/RECPDCL tenders and EMD shall be forfeited. On receipt of BG, EMD will be refunded without any interest.

iii. No dispute can be raised by any bidder whose bid has been rejected and no claims will be entertained or paid by RECPDCL.

iv. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.

v. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RECPDCL. In addition, RECPDCL will be free to forfeit of EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

9. Disqualification

i. RECPDCL shall not consider any application that is found to be incomplete in content and /or attachments and/ or authentication etc.

ii. Without prejudice to any other rights & remedies available to RECPDCL, any applicant may be disqualified and their application dropped from consideration for any of the reasons including but not limited to those listed below:

a) If a misrepresentation/false statement is made by the applicant, at any stage, whether it is technical, Financial, document or otherwise.

b) If it is discovered at any time that the applicant is subject matter of winding up/ insolvency or other proceeding of a similar nature.

c) If information becomes known which would have entitled RECPDCL to reject or disqualify the relevant applicant, even after the interested firm / applicant has been qualified, RECPDCL reserves the right to reject the application of said party/applicant at that time or at any time after such information becomes known to RECPDCL.

10. **Deviation Statement:** Bidders may note that RECPDCL will not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the EOI document with all its contents.

11. The Bidder should submit a Power of Attorney authorizing the signatory of the Application to commit the Bidder.

SECTION-V: TERMS AND CONDITIONS

1. Execution of Contract

i. RECPDCL, after the issue of the Letter of Award to the agency, will send one copy of the final agreement to the agency in line with terms & conditions of the tender documents.

ii. The Agreement, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of award, at the office of RECPDCL on a date and time to be mutually agreed. The agency shall provide for signing of the Contract, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

iii. The Agreement will be signed in three originals and the agency shall be provided with one signed original and the rest will be retained by RECPDCL.

2. Contract Period

Thirty (30) months from the date of execution of the Contract Agreement. Extension, if any, shall be governed by the tender provisions and subject to approval of MSEDCL.

3. Project Location

The successful bidder shall provide desired services in MSEDCL, Maharashtra.

4. Variation in Manpower/Contract Price

During the tenure of the contract, RECPDCL reserves the right to vary the contract requirement by up to maximum of 25% of the original contract requirement without any change in unit price of the awarded quantity. The quantity of the manpower can be increased/decreased.

5. Sub-Contracting/ Outsourcing:

The successful bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RECPDCL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

6. Security Deposit/Bank Guarantee (BGs):

a. The successful agency needs to deposit within seven (07) working days from the date of issuance of LoA by RECPDCL, a Security Deposit in the form of Bank Guarantee or Demand Draft (DD), for an amount equivalent to 5 % of the awarded value for the due performance and fulfilment of the contract by firm which is valid for entire contract duration plus 6 months claim period, which shall be extended based on the extended contract period.

b. The Bank Guarantee may be drawn from a scheduled commercial/nationalized bank in form of DD of Bank Guarantee in favor of the "REC Power Development and Consultancy Ltd.", payable at Gurugram.

c. The Bank Guarantee may be discharged and returned by the RECPDCL, contingent upon the completion of the contract and the RECPDCL's satisfaction with firm's performance of its contractual obligations.

d. Failing to comply with the above requirement, within 30 days from the date of LoA or as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the cancellation of the award.

e. In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Guarantee/Security Deposit as BG would be invoked by RECPDCL.

f. No Bank Charges/ interest shall be payable for the Bank Guarantee.

g. The Security Deposit/ BG shall be extended for the entire duration of the project.

7. Payment Terms:

i. The man days rates quoted by the agency is FIRM till the actual closure of the project.

ii. Payment will be made in Indian Rupees only.

iii. The payment by RECPDCL to the awarded agency shall be made as indicated below: -

   a. Agency shall raise quarterly invoice (bill) for works completed during the quarter as per Man-Days utilized of position -wise experts deployed inclusive of Survey & Travel Expenses (Subject to Final capping of total Contract Price).

   b. Quarterly Bill shall be paid based on successful submission of the Screening & semiannual monitoring reports (as case may be) to ADB with retention of 10% of bill.

   c. 10% of the retained bill shall be paid on submission of final report to MSEDCL after compliance of all the observations raised by ADB on above submissions.

iv. Payments will be made to the agency only after receipt of payment by RECPDCL from MSEDCL.

v. Any deductions made by MSEDCL on account of any reason, whatsoever, will be adjusted from the invoices of the agency.

vi. Payments shall be made subject to deductions of any amount for which the agency is liable under the engagement or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.

vii. In case the submission of bills to RECPDCL, along with the necessary documents i.e. BG's etc., is delayed by the vendor beyond 30 days from the date of issue of bill etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective vendors so that RECPDCL is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective vendor.

viii. The consultancy fee quoted by the agency is inclusive of all. No out-of-pocket expenses shall be paid by RECPDCL. All the expenses including Travel, Accommodation etc. are to

be borne by the successful bidder.

ix. Attendance of the consultants deployed be maintained strictly to the satisfaction of the concerned official of MSEDCL and invoice should be submitted along with duly verified the attendance sheet from concerned official of MSEDCL.

8. Penalty/ Liquidated Damages:

i. If it is observed that selected agency has submitted false observation report or ignored any irregularities in the field then 1% of the total quoted financial fees by the agency would be deducted from subsequent quarterly payment subjected to maximum 10% deduction.

ii. In case of delay in providing specialists within the timeline stipulated by TRECPDCL, a Liquidity Damage (LD) equal to 0.5% of the contract value per week or part thereof subject to maximum of 5% of the contract value shall be levied from the bill of the agency. Thereafter, work order will be treated as cancelled. In addition, security deposit/BG will be forfeited. Post that RECPDCL will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.

iii. The agency shall not refuse to accept RECPDCL work order under any pretext. The work order can be collected from RECPDCL office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order.

iv. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, RECPDCL would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from RECPDCL to cure such default.

v. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify RECPDCL in writing of the fact of the delay, its likely duration and its cause(s)

9. Deployment of Manpower/Resources

i) The manpower provided by the agency shall work as per requirement of RECPDCL/MSEDCL work schedule.

ii) Neither the agency nor its personnel /workmen can be treated as employees of RECPDCL for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of RECPDCL. The agency or its workmen shall not at any point of time have any claim whatsoever against RECPDCL. The Agency should submit undertaking received from the respective deployed manpower in RECPDCL or at any deployed organization regarding the same.

iii) Successful bidder should deploy resources with requisite skills and experience required for the job as specified under the Contract. RECPDCL will have the right to task for replacement of any

person/persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of RECPDCL.

iv) If the RECPDCL so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.

v) The 'Man Day Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.

vi) The agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

vii) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the RECPDCL and the said manpower.

viii) In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

ix) The resources should be stationed in DISCOM/Project Location in for the entire project period as per the requirement of the project. The Resource has to strictly follow the working hours, working days and Holidays of RECPDCL CO or at stationed DISCOM/Office.

x) Resource shall get prior approval of RECPDCL before leaving RECPDCL CO/DISCOM/Project Location.

xi) Shortfall/delay in deployment/Absence of consultant, the bidder will attract a penalty.

xii) Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of RECPDCL.

xiii) The consultant resources deployed under this tender should be on pay roll and full-time employee of the successful consulting agency.

xiv) The consultancy service firm has to provide all necessary support & expertise services to deployed resources from back office/Off site during the contract period/till the completion of the assignment successfully as per requirement of RECPDCL at no extra cost. However, in case of any requirement arises, the back-office team/expert shall provide at onsite for successful completion of the task/assignment at no additional cost to RECPDCL.

xv) Before deployment/replacement of resource in the work assignment, RECPDCL shall evaluate the proposed resource profile through personal interaction with the concerned Head of Division (HoD) of RECPDCL after meeting the required minimum educational qualification and work experience.

xvi) RECPDCL has right to assign the work on man-days on pro-rate basis as per requirement of the assignment.

10. Work Assessment

Concerned Division of RECPDCL will Supervise the project progress until its full completion of the project work. Concerned Division of RECPDCL will ensure that the assigned job is completed as per the schedules given in the work order. RECPDCL would advise the agency to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.

***11.* Change of Name of the Firm**

During contract period if the name of agency changes due to acquisition, amalgamation etc., then bidder must inform RECPDCL with all required documents within one month of its name change. RECPDCL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

12. Termination for Convenience

RECPDCL may by written notice sent to the successful bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RECPDCL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RECPDCL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.

13. Termination for Insolvency, Dissolution etc.

RECPDCL may at any time terminate the contract by giving written notice to the Bidder without any compensation if the successful bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to RECDPCL.

14. Termination for Default

i. Default is said to have occurred

ii. If the agency fails to deliver any or all of the services within the time period(s) Specified in the work order or any extension thereof granted by RECPDCL.

iii. If the agency fails to perform any other obligation(s) under the contract /work order.

iv. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RECPDCL (or takes longer period in spite of what RECPDCL may authorize in writing), RECPDCL may terminate the contract / work order in whole or in part. In addition to above, RECPDCL may at its discretion also take the following actions

- RECPDCL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RECPDCL for any extra expenditure involved towards support service to complete the scope of work totally.

15. No Claim Certificate

The successful bidder will not be entitled to make any claim, whatsoever, against RECPDCL under or by virtue of or arising out of this contract nor will RECPDCL entertain or consider any such claim for the jobs accepted post engagement.

16. Suspension

RECDPCL may by a written notice of suspension, suspend all payments to the successful bidder under the contract, if the successful bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

a) will specify the nature of the failure and
b) will request the successful bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

17. Confidentiality

All reports, documents, software, databases, drawing, designs and information generated during execution of the consultancy shall remain the exclusive property of RECPDCL and shall not be disclosed to any third party without prior written approval of RECPDCL.

18. Security

The agency will ensure that no information about the software, hardware, and database the policies of the RECPDCL/client organization is taken out in any form including electronic form or otherwise, from the RECPDCL/client site by the manpower posted by them.

The agency or its deployed personnel, by virtue of working on RECPDCL/Client's projects, can't claim any rights on the work performed them. RECPDCL/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

19. Insurance

All personnel deployed under this consultancy shall be adequately insured by the Consultant at its own cost throughout the contract period.

20. Indemnity

The successful agency will indemnify RECPDCL and its client organizations of all legal obligations of its professionals deployed for RECPDCL projects.

RECPDCL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff

21. The aggregate liability of the successful agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the successful agency hereunder. The successful agency shall only be liable for the

direct damages or loss arising out this agreement or otherwise from its services and not for any indirect or consequential damages. The limitation shall preceding not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder ".

22. Other Terms & Conditions

a. The professionals engaged under this project should make his/her own arrangement if she/he is asked to go on tour for project work from her/his project site.
b. The deployed professionals have to use their own laptops, mobile and other necessary equipment's/instruments etc. for smooth delivery of the project and desired outcomes.
c. RECPDCL reserves the right to disqualify any bids during bid evaluation process at its own discretion.
d. Language of the Bid: The bid must be prepared in English language only. Further, all communication with respect to the bid including any accompanying document, must be in English language only. Clarifications sought on the Tender Document must also be in English. While the Bidders are free to submit their response in color, the text in both the original and the copies of the Bid must be black in color, font of size not less than 11.
e. RECPDCL reserve 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 summarily rejection of the bid.
f. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tender 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 by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
g. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
h. RECPDCL reserve the right to call for fresh tenders at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage.
i. All terms and conditions governing prices and supply given in this tender, as applicable to RECPDCL, will be made equally applicable to RECL.
j. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
k. 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 tender process.
l. Any default or breach in discharging obligations under this tender by the successful vendor while rendering services / supplies to RECPDCL, shall invite all or any actions/sanctions, as the case may be, including execution of EMD, security deposit stipulated in this tender document. The decision of RECPDCL arrived at as above will be final and no representation

of any kind will be entertained on the above. Any attempt by any vendor/successful bidder to bring pressure of any kind, may disqualify the vendor/successful bidder for the present tender and the vendor/successful bidder may also be liable to be debarred from bidding for RECPDCL/REC tenders in future for a period of at least three years.

m. The Consultancy firm shall comply with all the rules and regulations of local authorities during the performance of his field activities.
n. The work award shall be done on sole discretion of RECPDCL.
o. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same, shall be entertained.
p. RECPDCL will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
q. RECPDCL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agencies of the grounds of such actions taken by RECPDCL and without assigning any reasons.
r. RECPDCL reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments.

23. Force Majeure

i. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
ii. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of RECPDCL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
iii. If a Force Majeure situation arises, the successful Bidder will promptly notify RECPDCL in writing of such conditions and the cause thereof. Unless otherwise directed by RECPDCL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. RECPDCL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

24. Conflict of Interest

The agency would not have any representation either in form of a member or consultant under project Monitoring Unit/Project Implementation Unit/ Internal Verification Agency set-up by MSEDCL for monitoring of ADB funded RBL project. The consultant firm wishing to be engaged

for this engagement should not be engaged in any activities related to PISC programme of MSEDCL, Maharashtra to avoid conflict of interest.

25. Arbitration and Jurisdiction

i. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.

ii. In any arbitration proceeding hereunder:

iii. Proceedings shall be held in New Delhi, India which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties.

iv. English language shall be the official language for all purposes; and the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India as per the Applicable Law.

26. Applicable Law: The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Annexure-I: BIDDER PROFILE FORM

BIDDER PROFILE FORM (ONLINE)				
1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	Delhi (NCR) Office Address if any & Contact Details:			
	Names and Designations of the persons authorized for single point interaction with RECPDCL			
	Mobile Numbers of Contact persons:		E-mail of Contact persons:	
	GeM (Government e-Marketplace)Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	Whether SC/ST/OBC Entrepreneur? (Yes, No)	(Yes/No)	(If yes, please provide Supporting Documents)	
	Whether Women Entrepreneur? (Yes/No)	(Yes/No)	(If yes, please provide Supporting Documents)	

Signature of Authorized Signatory of BidderOfficial Address:_____

Telephone No.:

Annexure-II: UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

(To be submitted on Rs.100 Stamp paper issued in Delhi-NCR/States where bidder's office is located duly signed by the authorized signatory duly signed bythe authorized signatory of the bidder)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no._____dated_____and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing RECPDCL requirements at the time of award and/or signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake that I/We understand that the RECPDCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for RECPDCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to RECPDCL. In case of a failure to comply and/or a variation, RECPDCL has sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of One Hundred and Eighty days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of tender specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any.

I/We hereby undertake that I/We shall meet all business requirements of RECPDCL and shall provide the same solution as proposed in the bid document during contract period. In case of a default, RECPDCL can levy liquidated damages on ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been blacklisted, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, RECPDCL has discretion to terminate the contract and get the work done though third party.

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & Meaty Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

I/We hereby undertake that I/ We have no conflict of interest by bidding in this tender with the said assignment in case the same is established, I / We hereby undertake and deemed to be debarred from not only this tender but all other tenders of RECPDCL as decided by RECPDCL at its discretion. Further, without RECPDCL's prior written consent, I/We will not disclose the Contract, or any provision thereof, or any specification, plan, software code,

sample of information furnished by or on behalf of RECPDCL or get access to in connection therewith, to any person other than a person employed by the me/us in/ for the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance only. For any breach I/ We shall be deemed to be solely responsible for the same and unconditionally agree to any liquidated and/or penal provisions levied on me/ us in this regard by RECPDCL without any contest from my/ our side.

Signature of Authorized Signatory

Name of the SignatoryDate

Place

Company NameCompany Seal

Annexure-III: UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

I, ___ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ REC/ RECPDCL/ Ministry of Power (GOI) PSU or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions/ Private Institution in India.

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

(Signature of Authorized Signatory)Name:

Designation:Seal:

Annexure-IV : BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT

This deedof Guarantee made this….day of …… 2022 by …… **(Name of the Bank)** having its branch at ……..……. acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Development and Consultancy Ltd., registered under the Companies Act, 1956, having its office at D-Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited bids vide their Tender Notice No: …… Dated …… to be opened o n … ……. AND W H E R E A S M /s……. (**Name of Tenderer) having** its office at ……..……(hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to do the job of Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains' as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ ……/- (Rupees ..... only) as Earnest Money for participation in the Tender aforesaid.

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

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

We further agree as follows:

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

any indulgence by RECPDCL to the said Tender or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tender (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tender stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

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

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of ₹..... /- (Rupees

..... only) and this Guarantee shall remain in force till

…….. unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to

…….. all rights under Guarantee shall lapse and the Bankbe discharged from all liabilities hereunder.

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

Note: The date shall be thirty (30) days after the last date for which the bid is valid.

Annexure-V: PROFORMA FOR PERFORMANCE BANK GUARANTEE

M/s REC Power Development and Consultancy Ltd.,
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001, (INDIA)

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration o f RECPDCL, 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 entered into an agreement dated _____/issued Purchase Order No.____dated_____with/on M/s_____(hereinafter referred to as "the Contractor" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by_____ Bank, on behalf of the Contractor in favor of RECPDCL is in respect of the Contract/agreement dated _____.

WHEREAS the Contractor having unequivocally accepted as per terms and conditions given in the Agreement dated ____ /Purchase Order No.___ dated_____and RECPDCL having agreed that the Contractor shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 3% (three percent) of the value of the Purchase Order i.e. for Rs._____.

We_____("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.____ _____ in your favour for account of _____ (The Contractor) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding Rs. _____(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 Contractor having failed to perform the Agreement and despite any contestation on the part of above-named Contractor without any demure, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the RECPDCL on the Bank shall be conclusive and binding notwithstanding any difference between the RECPDCL and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the RECPDCL and further agrees that the

guarantee herein contained shall continue to be enforceable till the RECPDCL discharges this guarantee.

The RECPDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Contractor. The RECPDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the RECPDCL and the Contractor or any other course of or remedy or security available to the RECPDCL. The Bank shall not be released of its obligations under these presents by any exercise by the RECPDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the RECPDCL or any other indulgence shown by the RECPDCL or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the RECPDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that RECPDCL may have in relation to the Contractor's liabilities.

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

Notwithstanding anything contained hereinabove:

a) a) Our liability under this Bank Guarantee shall not exceed and is restricted to ₹_____ (Rupees_____only)

b) This Guarantee shall remain in force up to and including_____(including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 90 days all the rights of RECPDCL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

c) BG confirmation can also be sought by sending email to_____(Bank Official email id)

_____

Authorized Signatory
Seal of Bank

Annexure-VI : PRE-CONTRACT INTEGRITY PACT

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on..... day of the month of_____20…, between, on one hand, the REC Power Development and Consultancy Limited (RECPDCL). Acting through Shri……..,
Designation of the officer, (hereinafter called the "RECPDCL", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s _____ represented by Shri _____
(hereinafter called the "BIDDER/SELLER/CONSULTANT", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the RECPDCL propose to procure (Items and Services as per the Scope of Work Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller/ Consultant is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER/ Consultant is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the RECPDCL is a Ministry/ Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the RECPDCL to obtain the desired "Items and Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ CONSULTANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the RECPDCL will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the RECPDCL

1.

1.1. The RECPDCL undertakes that no official of the RECPDCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The RECPDCL will, during the pre-contract stage, treat all BIDDER/CONSULTANT alike, and will provide to all BIDDER/CONSULTANT the same information and will not provide

any such information to any particular BIDDER/CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to the other BIDDER(S)/CONSULTANT(S).

1.3. All the officials of the RECPDCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONSULTANT to the RECPDCL with the full and verifiable facts and the same is prima facie found to be correct by the RECPDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the RECPDCL and such a person shall Be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the RECPDCL, the proceedings under the contract would not be stalled.

Commitments of BIDDERs / CONSULTANTs

3. The BIDDER/CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RECPDCL, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER/CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RECPDCL or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. The BIDDER/CONSULTANT shall disclose the name and address of agents and representatives, and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. The BIDDER/CONSULTANT shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER/CONSULTANT further confirms and declares to the RECPDCL that he BIDDER/CONSULTANT is the original manufacture/Integrator/authorized government sponsored export entity of the defence stores and has not engage any individual or firm or

company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RECPDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/CONSULTANT, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER/CONSULTANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the RECPDCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER/CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER/CONSULTANT shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RECPDCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER/CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER/CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER/ CONSULTANT or any employee of the BIDDER/ CONSULTANT or any person acting on behalf of the BIDDER/ CONSULTANT, either directly or indirectly, is a relative of any of the officers of the RECPDCL, or alternatively, if any relatives of an officer of the RECPDCL had financial interest/stake in the BIDDER's/ CONSULTANT's firm, the same shall be disclosed by the BIDDER/ CONSULTANT at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The BIDDER/CONSULTANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RECPDCL.

4. Previous Transgression

4.1. The BIDDER/CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify B1DDER's/CONSULTANT's exclusion from the tenderprocess.

4.2. The BIDDER/CONSULTANT agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER/CONSULTANT deposit an amount __ (as specified in TENDER) as Earnest Money/Security, Deposit, with the RECPDCL through any of the following instruments:

5.1.1. Bank Draft or a Pay Order in favour of 'REC Power Development and Consultancy Ltd.' payable at New Delhi

5.1.2. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the RECPDCL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the RECPDCL shall be treated as conclusive proofof payment.

5.1.3. Any other mode or through any other instrument (to be specified in the TENDER.

5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

5.3. In the case of successful BIDDER/CONSULTANT, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the RECPDCL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the RECPDCL to the BIDDER/CONSULTANT on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONSULTANT) shall entitle the RECPDCL to take all or any one of the following actions, wherever required:-

6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTANT. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the RECPDCL and the RECPDCL shall not be required to assign any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the RECPDCL, and in case of the Indian BIDDER/CONSULTANT with interest thereon at 2% higher than the prevailing Prime

Lending Rate of State of India, while in case of a BIDDER/CONSULTANT from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the RECPDCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/CONSULTANT, in order to recover the payments, already made by the RECPDCL, along with interest.

6.1.6. To cancel all or any other contracts with the BIDDER/CONSULTANT. The BIDDER shall be liable to pay compensation for any loss or damage to the RECPDCL resulting from such cancellation/rescission and the RECPDCL/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONSULTANT.

6.1.7. To debar the BIDDER/CONSULTANT from participating in future bidding processes of the Government of India RECPDCL/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the RECPDCL.

6.1.8. To recover all sums paid in violation of this Pact by BIDDER/CONSULTANT (s) to any middlemen or agent or broken with a view to securing the contract.

6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the RECPDCL with the BIDDER/CONSULTANT, the same shall not be opened.

6.1.10. Forfeiture of performance Bond in case of a decision by the RECPDCL to forfeit the same without assigning any reason for imposing for sanction forviolation of this pact.

6.2. The RECPDCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the RECPDCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/CONSULTANT shall be final and conclusive on the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1. The RECPDCL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently byRECPDCL).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the RECPDCL.

7.6. The BIDDER/CONSULTANT(s) accepts that the Monitors has the right to access without restriction to all project documentation of the RECPDCL including that provided by the BIDDER/CONSULTANT. The BIDDER/CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/CONSULTANT/Subcontractors(s) with confidentially.

7.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of RECPDCL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the RECPDCL/BIDDER/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the RECPDCL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the RECPDCL.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the RECPDCL and the BIDDER/SELLER/CONSULTANT, including warranty period, whichever is later. In case BIDDER/SELLER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of thecontract.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at on____

RECPDCL:	**BIDDER/ CONSULTANT:**
Name of the Officer _____	_____
Designation _____	_____
Witness:	Witness:
1._____	1._____
2._____	2._____