



**TENDER NO: RECPDCL/TECH/2020-21/1678 DATED: 12.10.2020
(ONLY THROUGH ONLINE E-TENDERING MODE)**

Notice Inviting Expression of interest (EOI)

(Invited through e-Tendering mode only)

For Empanelment of Owner's Engineer for Solar PV Plants (Ground Mounted, Rooftop, Hybrid, Storage, Floating) for 2 years across PAN India.

Date of Release of Tender	12.10.2020
Date of Pre-Bid Meeting	20.10.2020 at 1100 Hours (IST)
Last Date for Submission of Bid	27.10.2020, Up to 1500 Hours (IST)
Date of Opening of Bid	27.10.2020, at 1600 Hours (IST)
Earnest Money Deposit (EMD)	Not Applicable
Cost of Bid Document	Nil

Corporate Office: 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida-201301 (U.P.)

Tele. 0120-4383783, Fax. 0120-4383768

Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi- 110003

Tele. 011-43091500, Fax. 011-24360644

Website: www.recpdcl.in

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

**-Sd-
(Valli Natarajan)
Addl. Chief Executive Officer**

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

Signature & Seal of Bidder and/or their Authorised Representative

IMPORTANT NOTICE

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit the same along with the tender response.
3. **The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in RECPDCL Website, viz. www.recpdcl.in or from Govt. e-procurement portal (CPP) viz. www.eprocure.gov.in**

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password. For this purpose, the bidder has to register itself with RECPDCL through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender Wizard. The steps to be followed for the registration process are given below:
 - 1) Go to website <http://www.tenderwizard.com/REC>
 - 2) Click the link 'Register Me'
 - 3) Enter the detail about the bidder as per format.
 - 4) Click 'Create Profile'
 - 5) Bidder will get confirmation with Login-id and Password
- b) **Steps for application for Digital Signature from Tender Wizard are given below:**
 - 1) Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 - 2) In case of assistance please contact the person under contact us
- a) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC well in advance. Please note that RECPDCL does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.

Tender Information

Tender Reference No.	RECPDCL/TECH/2020-21/1678 DATED: 12.10.2020	
Work Item Title/ Description	For Empanelment of Owner's Engineer for Solar PV Plants(Ground Mounted, Rooftop, Floating On Grid/Off Grid) for 2 years across PAN India	
Mode of Tendering	Open (e-Tendering)	
Tender Release Date	12.10.2020	
Date of Pre-Bid Meeting	20.10.2020 at 1100 Hours (IST)	
Last Bid Submission date	27.10.2020, Up to 1500 Hours (IST)	
Date of Opening of Bid	27.10.2020, at 1600 Hours (IST)	
Location of Bid submission/ Opening	RECPDCL, 4 th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (U.P.)-201301	
Tender Category	Services	
EMD Fee	No EMD applicable.	
Bid Validity days	180 days from last Date of Bid submission	
Duration of Assignment	Empanelment shall be valid for a term of 2 years from the date of Empanelment Notification.	
Address of Correspondence/ for Bid Submission	Ms Valli Natarajan, Additional CEO, REC Power Distribution Company Limited 4 th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (U.P.) – 201301 e-mail: co.delhi@recpdcl.in	
Contact Person	Shri Alok Singh General Manager (Tech.) Ph: 0120-4383758 Email: aloksingh@recpdcl.in	Shri Swapn Piyooosh Dy. Manager (Tech.) Ph: 0120-4383763/ +91 8527730111 Email: swapn.piyooosh@recpdcl.in
Support Team Contact Details	E – Tender wizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Amrish -8799753401, twhelpdesk934@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com	

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CHAPTER – I INTRODUCTION

1.1. ABOUT RECPDCL: REC Power Distribution Company Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, was incorporated on 12thJuly, 2007. It received certificate of commencement of business on 31stJuly, 2007. The company focus is on facilitating the power utilities in the areas of their operation specifically related to the Power Distribution sector, by providing expertise to capitalize on the emerging needs and demands of Power Sector.

1.2. VISION AND MISSION

- To facilitate availability of electricity for accelerated growth and for enrichment of quality of life of rural and semi-urban population.
- To act as a competitive, client-friendly, development-oriented organization and promoting projects covering power generation, power conservation, power transmission and power distribution network in the country.

1.3. OBJECTIVES

- To Promote, develop, construct, own, operate, distribute and maintain 66 kV and below voltage class electrification/distribution electric supply lines/Distribution System.
- To Promote, Develop, Construct, Own and Manage Decentralized Distributed Generation (DDG) and Associated Distribution System.
- Consultancy/Execution of works in the above areas for other agencies/government bodies in India and abroad.
- To enter into joint venture partnership in distribution/Decentralized Distributed Generation (DDG) sector or merge any company or any of the companies/subsidiaries formed by the company in pursuance of its objects as aforesaid.

1.4. KEY ACTIVITIES:

RECPDCL is providing Consultancy and Fee based services to the Power Utilities in the areas of rural & urban electrification under the following heads:

- AT & C Loss reduction.
- Smart Grid Projects implementation covering Smart Metering & SCADA.
- Real Time Data Acquisition System (RT-DAS) for feeders.
- Electrical Vehicle (EV) Charging
- GIS Implementation
- IT implementation under IPDS including setting up of Data Centre, Customer Care Centre, etc.
- Solar PV Plants
- DPR preparation & Project Management Consultancy for Power Distribution projects
- Power Distribution Strengthening works
- Energy Efficiency projects and Quality & Quantitative Surveillance/ Inspections of the works executed.

- 1.5. RECPDCL is exploring several opportunities for development of Renewable Energy Projects, Distribution Licensee, Distribution Franchisee, Smart Metering and footprints outside India in the Distribution space. in order to expand its business portfolio as well as to achieve the larger vision of delivering reliable and quality power supply in the country. Accordingly, in order to streamline its efforts for identifying potential opportunities as well as drawing support throughout the opportunity lifecycle, RECPDCL wishes to engage the services of Design, Engineering and Project Management Consultants and a professional consulting organizations to provide support on portfolio and program management.

CHAPTER – II

INTENT & OBJECTIVES

RECPDCL is inviting Expression of Interest (EOI) along with the information as required for the detailed evaluation from the prospective agencies who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this notice EOI for Owner's Engineer for Solar PV Plants (Ground Mounted, Rooftop On Grid/Off Grid, Floating, Hybrid and Battery Energy Storage System(BESS)) for 2 years across pan India.

- 2.1. RECPDCL encourage participation of the agencies, which are Technically/ Professionally qualified with experienced personnel with professional skills and resources to provide the services required by RECPDCL in timely and efficient manner.
- 2.2. The objectives of services to ensure that the project is implemented with a high standard of quality, on schedule, and within the budget, in accordance of the specifications and drawings of the EPC/ Installation & Commissioning contract and within the requirements of grid operators to which the PV systems will be connected.
- 2.3. **General Scope of Work for Owner's Engineer:**
 - 2.3.1. Preparation of project cost estimates (Based on estimated BOQ, Operation & maintenance costs, Taxes, duties and levies applied to equipment for solar power projects.)
 - 2.3.2. Financial analysis and economic analysis of the project.
 - 2.3.3. Preparation of Layout of the solar plant including all civil, structural, electrical & all related works.
 - 2.3.4. Carry out complete Design and Engineering, Preparation of technical specifications of all components of solar PV plant e.g PV modules, inverters, transformers, cables, switchyard etc.
 - 2.3.5. Preparation of the complete Bid Documents including tendering, evaluation and draft agreements for EPC/ Installation & Commissioning contractor, O&M Contractor, Procurement of Solar Modules/Inverters, vendor/subcontractors election, performance assessment protocol, compliances of various rules and regulations etc. based on best industry practices, latest technical developments, prevailing market situation and, their experience with other projects.
 - 2.3.6. Provide assistance in finalization and award of contract.
 - 2.3.7. Provide Procurement Assistance
 - 2.3.8. Provide Supervision during execution
 - 2.3.9. Provide for Quality assurance and Performance acceptance tests

2.4 Detailed Scope of Work:

The detailed scope of work in accordance with the solar plant requirement is elaborated below. Any items of works though not specifically mentioned in this specification but needed to complete the equipment & systems to meet the requirement of the plant shall also be furnished.

2.4.1 Basic Engineering:

Basic engineering to be carried out based on the selected plant components. The key electrical systems shall be designed. This will include equipment required for protection, earthing and interconnection to the grid. The following designs and specifications will be prepared:

- Site selection
- Technology options
- Detailed Project Report/ Information Memorandum
- Project cost estimation
- Plant layouts (A.C., D.C., Earthing etc.)
- PVSYST simulation including Annual/ Monthly Yield Generation report.
- Surrounding obstacles to assess shading impact.
- Control room planning and monitoring systems.
- Transmission line route survey
- Evacuation for Interconnection Facilities.

2.4.2 Infrastructure Planning

Entire infrastructure for the Solar PV plant to be designed for completeness in accordance to the best engineering codes and standard engineering (IS&IEC codes) practices for utility scale Solar PV plant. Areas covered under this scope are:

- General Arrangement Layout
- AC & DC Layout
- DC Grouping
- String Layout
- Earthing Schematic layout
- SCB locations and cabling layouts
- Main Control Room/ Control Room layouts
- Foundation details for transformer, VCB etc.
- Power evacuation routes and SS location
- Internal Lighting arrangement
- Earthing and Lightning Protection
- Basic System Architecture for SCADA System
- Site Security

2.4.3 Structural and Civil Engineering

The Civil engineering systems to be designed for detailed design basis, detailed designs, engineering and drawings.

The civil engineering items will include Main Control Room (MCR) and various foundation drawings for transformers, VCBs etc. required for implementation and operation. The design criteria and wind loadings will be reviewed.

Typical scope of works:

- Topographical Survey & Geotechnical Investigations (Soil test reports, ER tests reports). Test shall be performed by Owner/Owners representative, however testing procedures to be submitted.

- Inverter Stations including Inverter Shelters and its foundation
- Main Control Room/ Control Room (RCC/Pre Cast)
- Road Layout within the Plant
- Inverter duty Transformer Foundation(s)
- Auxiliary Transformer Foundation
- Miscellaneous foundation(s)
- Area Grading & Land Development Plan
- Module Mounting Structure Foundation
- Plinth Protection and Drain Plan
- Cable trench layout
- Boundary wall/ Channel fencing plan

Construction Drawings

Based on the detailed engineering, selected equipment and drawings received from various vendors shall be compiled and coordinated/ incorporated in the construction drawings for site execution.

2.4.4 Electrical Engineering

The electrical systems to be designed for detailed design, engineering and drawings. This will include equipment required for protection, earthing and interconnection to the grid.

DC side Electrical system design right from the PV module to the inverter inputs. This will essentially include connectors, connection boxes, string combiner boxes, DC Distribution boards, DC cable run lengths and sizes.

AC side Electrical system designs right from the inverter output to SS grid interconnection and metering point. This will essentially include the LMV/HV transformer, grid connection schematics and metering.

- Overall single line diagrams.
- DC and AC detailed schematics.
- Earthing Schematic & Layout
- Plant layout with equipment's detailed.
- Plant system and equipment(s) configuration
- Plant lightning protection and earthing systems
- Auxiliary power requirements
- AC and DC Cabling schedules
- Short circuit calculations and Equipment sizing
- Preparation and Review of selected Component data sheets.
- Remote monitoring system(SCADA) integration.

2.4.5 Review Engineering

Owners Engineer shall review and approve drawings / documents from different Vendors for various Solar Plant equipments. This shall include the following:

- Review of equipment sizing calculations
- Review of schematics of all Equipments/ system.
- Review of equipment layout and GA drawings
- Review of interface parameters

- Review of load data for equipment foundation
- Review of Electrical load list from various packages, consolidation of same duly incorporating service factors, efficiency, type of feeder requirement, type of control, etc.
- Review Engineering for the portion for which detail engineering by others.
- Review and approval of Vendor drawings and other documents like data sheets, Type Test report, Manuals etc.
- Review of QAP as per latest standards and procedures. QAP shall be in line with the Developers requirements.

2.4.6 Miscellaneous documentation works

- Preparation of detailed work procedures for the execution of the project.
- Re-checking and re-verification of plant and equipment and materials details of sub-vendors.

2.4.7 Scope of work will cover the following High level BOM:

- Solar Module
- Mechanical Module Mounting Structures
- DC Cables
- MC4 connectors (Straight, Y-type)
- String Combiner Box / String Monitoring Box
- Power conditioning unit/ Solar Inverter
- Inverter Transformers & Auxiliary Transformers
- HT switchgear
- HT Cables
- LT Cables
- SCADA
- Earthing System
- Lightning Protection System
- Illumination system at Inverter Room area, Main control Room and Step-up Transformer area
- Auxiliary Power Supply System
- Inverter duty & auxiliary Transformer
- HT line evacuation to nearby Substation
- Metering System (As per DISCOM requirement)
- Weather Monitoring station
- Fire Alarm System, Nitrogen Suppression system for Transformer and Portable Fire Extinguishing system
- Main Control Room (MCR)
- Inverter Rooms (IVR)
- Technical documentation support for Electricity Department approval
- Technical documentation support for ROW for power evacuation system
- Any other related services though not specifically mentioned herein before but necessary for proper completion of the work, as stipulated.

2.4.8 Indian Standards/ Equivalent International Standards for Design Engineering of Equipments.

All components of the Solar PV Plant shall be in accordance with but not limited to technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/IEC/ BIS standards.

- IEC 60287 (all parts); Electric cables – Calculation of the current rating/cable sizing
- IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2) General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
- IEC 60529; Junction boxes and solar panel terminal boxes shall be of the thermo plastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
- EN 50521 Connectors for photovoltaic systems – Safety requirements and tests
- IEC 62561 Series (Part 1,2 &&) (Chemical earthing)
 - IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components
 - IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes
 - IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds.

2.4.9 Preparation of Contract Documents:

Define exhaustive Scope of work of EPC/ Installation & Commissioning, Supply or any other Contract as per project requirement which include following but not limited to

- Define detailed technical specifications
- Define Owner's Responsibilities
- Define Contractor's Responsibilities
- Define comprehensive quality standards
- Define Project schedule
- Define Payment terms and event of default for the parties.

2.4.10 Procurement Assistance:

- Prepare module/inverter technical specifications /data sheet.
- Compliance Standards.
- Standard test and acceptance criteria.
- Quality check and inspection at supplier's premises/Inspection process to be prepared (Details of high quality BoM, Factory Tests, Sampling Plan)
- Pre-qualification of supplier identification and track record

2.4.11 Supervision during execution

- Prepare formats for quality checks of various activities (Civil, Electrical etc.)
- Format for performance testing, acceptance test
- Prepare checklist for quality workmanship.
- Verifying completion of job, assisting in performance acceptance tests.

2.5 Methodology to be adopted with empanelled agencies for Owner's Engineer:

For a specific project, depending on capacity and features of the project, RECPDCL may select agency for a particular project among all empanelled agencies based on their financial bid subject to fulfillment of project criteria as listed below. The detailed scope of work would be intimated to the empanelled agencies at the time of invitation of their financial bid. The empanelled agency would also submit their acceptance of the proposal along with terms and conditions at the time of submission of financial bid to RECPDCL.

Project specific minimum technical eligibility criteria shall be ensured among empanelled agencies as follows:

1. Average financial turnover of the bidder during the last four years should not be less than 70% of the estimated cost of tender.
2. Desired experience in handling similar contracts as main contractor during the last four financial years of either 80% value of services in single work order or two work orders each of 50% value of services. The contractor must submit the successful completion certificate while claiming the experience.

It is also relevant to mention that decision of RECPDCL in regard of the above cases will be final and binding to the agency & RECPDCL at its sole discretion reserves the right to add/delete items in scope/ nature of work. Further RECPDCL reserve the right to conduct e-RA.

CHAPTER-III

INSTRUCTIONS TO AGENCIES

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

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

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

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

Steps for Registration

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

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

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

Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided therein. For any kind of support related to e-submission of bids at tender wizard portal you may contact at their helpdesk numbers (Shri Sandeep Gautam - 08800496478; Shri Harsh Jain - 09999297644; Shri Sameer Jha - 09650793709) and for tender related queries you may contact RECPDCL officials whose address is given in this tender document.

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

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

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

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

General Manager(Tech.),
REC Power Distribution Company Ltd.
4th Floor, Kribhco Bhawan, A-10, Sector-1,
Noida (UP)-201301
Telephone: (0120) 4383783
Telefax: 0120-4383768

Chapter-IV Eligibility Criteria

Eligibility Criteria:

Sl. No.	Minimum Eligibility Criteria	Document Required
1.	The firm should be registered and incorporated in India as per Companies act, 1956/ 2013 or as per Indian Partnership Act 1932	Company Registration Certificate from competent Govt. Authority.
2.	Bidder must have average annual turnover of Rs. 5 Cr. in the past 4 (Four) financial years in respect of Solar PV Project.	Copy of the audited Balance Sheet and P&L account of Last 4 years.
3.	Bidder should have empanelment with any of the Govt. Organization/PSU/Listed Company for Renewable Energy Assignments.	Copy of Empanelment letter.
4.	The organization/ Individual should have a qualified team of professionals having Bachelor's Degree in Engineering from a recognized University and M.Tech/MBA/PhD.	CV of the 1 Team Leader and 2 Key Members.
5.	The bidder should have experience in design, engineering and consultancy or Installation & Commissioning of Solar Plants of minimum capacity of a single plant of 10 MW in the last three years preceding the bid deadline.	Copies of PO/ Completion Certificate.
6.	The bidder should have experience in design, engineering and consultancy or Installation & Commissioning of Solar Plant of total capacity of 100 MW in the last three years preceding the bid deadline.	Copies of PO/ Completion Certificate.

Chapter-V
Empanelment Criteria

Bidders who achieve minimum 70 marks based on below Technical Evaluation shall be eligible for empanelment.

Sl. No.	Particular	Marking Criteria	Maximum Marks	Supporting Documents
1	Nos. of Years in Operation	Nos. of years	Marks	Incorporation Certificate for commencement of Business
		Upto 5 Years	15	
		Greater than 5 Years	20	
2	Aggregate installation of On grid Solar PV Plants installed in last 5 years	Aggregate Capacity:	Marks	Purchase order in support of aggregate capacity along with Certificate for successful completion
		100 MW	20	
		100– 300 MW	25	
		Greater than 300 MW	30	
3	Experience of design, engineering and consultancy or Installation & Commissioning of One Solar Plant at Single Location.	Single Plant Capacity	Marks	Purchase order in support of capacity along with Certificate for successful completion
		10 MW	10	
		10– 20 MW	15	
		Greater than 20 MW	20	
4	Experience of design, engineering and consultancy or Installation & Commissioning of 66 kV and above transmission line/GSS		5	Purchase order in support of aggregate capacity along with Certificate for successful completion
5	Experience of Floating solar plants/ Battery Energy Storage System (BESS) Plant		5	Purchase order in support of aggregate capacity along with Certificate for successful completion
6	Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria. This should be delivered by key team Leader, including the Key members.			
6.1	Detailed understanding of the context, Knowledge of market scenario, and requirements for scope of work to be carried out		8	PPT/Interaction
6.2	Detailed approach and methodology to be adopted for high quality Design and Engineering for delivering the scope		4	

6.3	Detailed approach and methodology to be adopted for high level of Bill Of Materials (BOM), Procurement Assistance and Quality Assurance for delivering the scope.	4	
6.4	Detailed understanding of the Contracting and Project Management	4	
	Total	100	

Chapter-VI

General Terms & Conditions

1. The bidder must fulfill above eligibility criteria/pre-qualification conditions for evaluation of their bids. Evaluation committee will evaluate bids which are strictly as per the above mentioned eligibility criteria and those may be summarily rejected. Undertaking for subsequent submission of any of the above documents after due date will not be entertained under any circumstances.
2. Applicant's meeting Eligibility Criteria shall be further required to deliver a detailed presentation regarding their suitability and capability to associate with RECPDCL to meet the objective of this EOI.
3. Experience of Parent or Affiliate Company/Companies shall not be considered for meeting the Eligibility Criteria.
4. Based on the Management discretion, RECPDCL reserves the right to Empanel none/any number of Agencies without assigning any reason to the Applicant for the same.
5. The Applicant should be a legal entity.
6. Company/Firm need to submit Power of attorney as per format Annexure-D, duly notarized, indicating that the person signing the bid has/ have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of engagement with RECPDCL including any extension thereafter.
7. Bidder should submit valid documentary proof of details of Goods & Services Tax – GST (Copy of GSTIN Certificate).
8. Bidder should submit valid documentary proof of Income Tax Registration number (copy of PAN card).
9. RECPDCL reserves the right to verify/ confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in rejection of the bid.
10. The bidder shall ensure that deployed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and good manner within timelines.
11. Empanelment shall be initially for a period of two (2) years which may be renewed further for a period of one year or as per the sole discretion of RECPDCL.
12. Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/ assign work/ associate the agency/ agencies in any area as may be deemed fit depending upon the profile provided by the agencies and requirement of assignment.
13. RECPDCL may consider making either one or separate panel of agencies covering above said work/ project.
14. RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.
15. RECPDCL reserves the right to waive off any shortfalls, accept the whole, accept part of or reject any or all responses to this EOI.
16. RECPDCL reserves the right to modify, expand, restrict, scrap, cancel the Expression of Interest (EOI) at any stage and call for fresh EOI and/ or tender for any and/ or all of the Categories as per the present and/ or envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empaneled.

17. RECPDCL at its discretion may use the complete proposed solution and/ or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage does not confer any right and/ or claim of any sort and/ or manner from the responder(s) side for this EOI and/or tender irrespective of the outcome of this EOI.
18. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the EOI process.
19. RECPDCL reserves the right to delist the Empaneled agencies, who does not participate in the financial bid though invited after empanelment for respective Categories for two times.
20. Earnest Money Deposit (EMD): At present no EMD is to be submitted. However, EMD will be payable to RECPDCL at the time of inviting financial bids from Empaneled agencies (EMD being refundable) issued in favour of “REC Power Distribution Company Ltd” and payable at New Delhi.
21. The Applicant should not be declared ineligible by Asian Development Bank, World Bank and Exim Bank. Also, Applicant should not have excluded by an act of compliance with a UN Security Council resolution. The applicant has to provide an undertaking regarding fulfillment of this requirement.
22. The companies/ firms banned or blacklisted by Govt./ Pvt. Institutions in India and abroad will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted as per Annexure-B.
23. The Applicant shall not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services. The Applicant has to provide undertaking regarding the same.
24. A power of attorney as per Annexure-D, duly notarized, indicating that the person(s) signing the bid has/ have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of empanelment with RECPDCL including any extension thereafter or validity of any work awarded to the said empaneled agency.
25. **Integrity Pact:**
The bidder has to submit integrity pact as per prescribed format Annexure-E on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of “Integrity Pact”. The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the EOI submission.
26. **Clarification on EOI document:**
An Applicant, requiring any clarification on the EOI documents shall notify the RECPDCL in writing or by FAX at the RECPDCL’s given mailing address indicated in this document. RECPDCL shall respond in writing to any request for the clarification of the EOI Documents. Copies of the query (without identifying the source) and clarifications by RECPDCL shall be put on the RECPDCL website and e-bidding portal mentioned in this document. However, RECPDCL reserves the right, in their sole discretion not to answer any question raised or provide clarification sought, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring RECPDCL to respond to any question or to provide information.
27. **DISPUTE:**
Disputes under the agreement shall be settled by mutual discussion.
 - a. However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL.
 - b. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
 - c. The venue of the arbitration shall be New Delhi, India.
 - d. The fee & other charges of Arbitrator shall be shared equally between the parties.

- e. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

28. Submission of EOI Response

1. The bidder should submit following documents as against Eligibility criteria as mentioned above:
 - a) Eligibility Criteria supporting documents as asked in ChapterIV.
 - b) Responder's Particulars (on Letter Head) - Annexure-A.
 - c) Undertaking towards not being black-listed as per Annexure-B.
 - d) Duly notarized Power of Attorney as per Annexure-D (Scanned copy to be uploaded and original to besubmitted before the last date & time of Submission of Tender).
 - e) Integrity Pact as per Annexure-E (Scanned copy to be uploaded and original to be submitted beforethe last date & time of Submission of Tender).
2. Only complete EOI response received on or before due date and time shall be considered. The EOI received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.
3. The responses complete in all respects are required to be submitted latest by on or before 27.10.2020 15:00 hrs& shall be opened on the same date at 16:00 hrs. The agencies or their authorized representative may present at the time of opening of bids if they desire.

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

29. Evaluation of EOI: Based on Marking Criteria as defined in Chapter-V.

30. RECPDCL may, at its discretion, extend the date for the submission of application by suitable Amendment published in the RECPDCL website www.RECPDCL.in, in which case all rights and obligations of RECPDCL and applicants whose applications have already been submitted before the extension of this date shall remain unaltered.
31. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in the specified formats, the party submitting the EoI shall refrain from referring to brochures/ pamphlets.
32. Application submitted by the Applicant shall become the property of RECPDCL and RECPDCL shall have complete right to either accept or reject without mentioning any reasons for its decision.
33. **SEEKING CLARIFICATIONS:**
To assist in the examination, evaluation and comparison of applications, RECPDCL may, at its discretion ask the Applicant(s) for clarification on its application. The request for the clarification and the response shall be in writing.
34. The right to suspend the short-listing process or part of the process, to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by RECPDCL without any obligation or liability whatsoever.
35. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation on any applicant to participate in the proposed Project.
36. There shall be a system of ongoing performance monitoring and evaluation ofthe empaneled consultants.
37. Those consultants who do not regularly participate in the enquiries (2 enquiries continuously) or do not deliver the assigned work on time (Any single work) shall be de-empaneled after giving due notice and opportunity toexplain.

Annexure-A

VENDOR PROFILE FORM (BOTH - ONLINE AND HARDCOPY)				
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 Bidder

OfficialAddress: _____

Telephone No.

Annexure-B

BID FORM
(BOTH - ONLINE and HARDCOPY)

(To be submitted on the firm's letter head and signed by an authorized person - Documentary proof authorizing the person by the bidder to be attached)

To

Ms. Valli Natarajan
Addl. Chief Executive Officer
RECPower Distribution Company Ltd
4th Floor, KRIBHCO Bhawan, A-10, Sector-1,
Noida (U.P.)-201301

Ref: Bid document No.

Dated:

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender documents.

We agree to abide by this bid for a period of One Eighty (180) 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. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified resources.
2. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
3. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to deliver as per these terms and conditions.
4. The bidder is a company and the person signing this document is the authorized signatory.

5. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
6. A Board Resolution / Authorization letter from the Board of Directors or Power of Attorney is attached for authorizing the Bid signing in favor of Bidder representative who would be signing all the pages of the bid.
7. An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.

Dated ___ day of _____ 2020

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

Signature of Authorised Signatory of Bidder
Official

Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

Annexure-C

UNDERTAKING
(BOTH - ONLINE and HARDCOPY)

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

Along with TERMS & CONDITIONS

(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 by the 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 through third party as per the risk purchase clause mentioned in this tender.

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 Signatory

Date

Place

Company Name

Company Seal

Annexure-D

Pre-Qualification Criteria Compliance Form

(BOTH - ONLINE and HARDCOPY)

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

Annexure-E

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 Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ 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-F

COMPOSITION OF THE TEAM

Sl. No.	Role	Name	Firm	Qualification	Experience (Years)	Relevant experience areas
1.	Team Leader					
2.	Member Design, Engineering and Consultancy					
3.	Member Contracting/Project Management					

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

Annexure-G

CVs OF ALL PROPOSED TEAM MEMBERS

The CVs of the proposed team members should be as per the following format.

Name of Staff:

Nationality:

Date of Birth:

Name of the Firm:

Position in the Firm:

Jobs Handled:

Years of Service with Firm:

Membership in Professional Societies:

Detailed Tasks Assigned

Professional Qualifications:

[Give an outline of staff member's experience relevant to the role]

Education:

[Summarize college/university and other specialized education of staff member]

Employment Record:

[Give types of activities performed and client details]

Languages:

[For each language indicate proficiency, excellent, good, fair, or poor in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data

Correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full Name of staff member :

Full name of authorized representation :

Annexure-H

PRE-CONTRACT INTEGRITY PACT

A. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 2020, between, on one hand, the REC Power Distribution Company Ltd. 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", 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 is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER 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 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, favor or any material or immaterial benefit or any other advantage from the BIDDER, 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 alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
 - 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 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

3. The BIDDER 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, favor, 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 bidding 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 further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3. The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.
 - 3.4. The BIDDER 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 further confirms and declares to the RECPDCL that he BIDDER is the original manufacture/Integrator/authorized government sponsored export entity of the defense 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, 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, 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 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 will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER 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 also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER 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 shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, 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 firm, the same shall be disclosed by the BIDDER 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 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 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 BIDDER's exclusion from the tender process.

- 4.2. The BIDDER 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): While submitting commercial bid, the BIDDER has deposit Earnest Money/Security, Deposit, to RECPDCL as required in terms of tender conditions stated herein.
6. Sanctions for Violations
- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) 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. 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 with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER 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, 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. 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.
- 6.1.7. To debar the BIDDER 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 (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, 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 for violation 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 or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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 shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the RECPDCL, if the contract has already been concluded.

8. Independent Monitors

- 8.1. 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 by RECPDCL).
- 8.2. 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.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. 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.
- 8.6. The BIDDER(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. The BIDDER 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/Subcontractors(s) with confidentially.
- 8.7. 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.
- 8.8. 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 and, should the occasion arise, submit proposals for correcting problematic situations.

9. 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 and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. 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.

12. Validity

12.1. 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, whichever is later. In case BIDDER/SELLER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. 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.

13. The parties hereby sign this Integrity Pact at _____ on _____

RECPDCL

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept/MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provision of these clauses would need to be amended/deleted in line with the policy of the RECPDCL in regard to involvement of Indian agents of foreign supplies.