

**Request for Proposal (RfP)**  
**(Invited through e-Tendering mode only through GeM)**

For

**ENGAGEMENT OF CONSULTANT AS TRANSACTION ADVISOR FOR  
APPRAISAL AND DUE-DILIGENCE OF RE PROJECT ACQUISITION BY  
RECPDCL**

**RfP No. RECPDCL/Renewable/e-Tender/TA/2024-25/01 Dated: 20.05.2024**

**REC Power Development & Consultancy Limited (RECPDCL)**

(A wholly owned subsidiary of REC Ltd., a 'Maharatna CPSE' Under Ministry of Power,  
Govt. of India) CIN No. of RECPDCL: U40101DL2007GOI165779

**Corporate office**

REC Power Development & Consultancy Limited,  
Plot Number 1-4, REC World Headquarters, D-Block Sector-29, Gurugram – 122001,  
Haryana

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

**-Sd**  
**(Mukul Agarwal)**  
**GM (RE)**  
**RECPDCL**

[This document is meant for the purpose of engaging agencies against this tender and should not be transferred, reproduced or otherwise used for purposes other than specified/issued]

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## 1. 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 GeM Portal only.

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at GeM Portal 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.

## 2. Tender Information

<b>Tender Reference No.</b>	RFP No. RECPDCL/Renewable/e-Tender/TA/2024-25/01 Dated: 20.05.2024
<b>Work Item Title/Description</b>	ENGAGEMENT OF CONSULTANT AS TRANSACTION ADVISOR FOR APPRAISAL AND DUE-DILIGENCE OF RE PROJECT ACQUISITION BY RECPDCL
<b>Mode of Tendering</b>	Open (e-Tendering)
<b>Tender Release Date</b>	20.05.2024
<b>Details of Pre-Bid Meeting</b>	28.05.2024 at 11:00 Hours (IST) To join the video meeting, click this link: <a href="https://meet.google.com/sar-fems-nvc">https://meet.google.com/sar-fems-nvc</a>
<b>Last Bid Submission date</b>	07.06.2024, at 11:00 Hours (IST)
<b>Date of Opening of Bid</b>	07.06.2024, at 11:30 Hours (IST)
<b>Location of Bid submission/Opening</b>	Plot Number I-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana
<b>Tender Category</b>	Services
<b>EMD Fee</b>	INR 5,00,000
<b>Duration of Assignment</b>	Engagement shall be valid till the completion of acquisition activity from the date of Engagement Notification.
<b>Address of Correspondence for Bid Submission</b>	Shri Mukul Agarwal GM – RE Division, REC Power Development and Consultancy Limited, Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana e-mail: <a href="mailto:rediv@recpdcl.in">rediv@recpdcl.in</a>
<b>Contact Person</b>	Shri Krishna Chaitanya, Manager (Tech.) Email: <a href="mailto:rediv@recpdcl.in">rediv@recpdcl.in</a> <a href="tel:9940461546">Mobile: 9940461546</a>

### 3. Introduction

REC Power Development and Consultancy Limited (RECPDCL) is a wholly-owned subsidiary of REC Limited, a "Maharatna" Enterprise under the Ministry of Power, Government of India. The existing key services offered by RECPDCL include coordination of bid processes for Inter-State and Intra-State transmission projects, coordination of bid processes for flexibility in generation schemes, engagement as a Project Implementation Agency (PIA) for Smart Metering projects, PIA services for Distribution Infrastructure projects, and Project Management Consultancy (PMC) for various Government of India Schemes such as RDSS, DDUGJY, IPDS, and Saubhagya.

Beyond the core services, RECPDCL is gearing up to venture into the Renewable Energy sector through diverse business models and is actively considering investment in developing renewable energy projects. RECPDCL intends to engage the services of a Transaction Advisor to evaluate proposals for the purchase of assets and conclude transactions during the 24-month contract period on a per-project basis.

REC Power Development and Consultancy Limited ("RECPDCL" or the "Company") is planning for the acquisition of RE projects/entities (Solar/Wind/Solar-Wind Hybrid without Storage power projects or entities) in India, commissioned and under operation ("Transaction"). RECPDCL intends to appoint a Transaction Advisor as a buy-side Transaction Advisor to provide consultancy services in the acquisition/stake purchase of operational RE assets.

#### Brief about RfP

This Engagement is for appraisal and due-diligence as per scope of work for acquisition of Renewable Energy (RE) project(s) across India through equity investment by RECPDCL. The Plants/projects/SPVs to be vetted shall be approximately 200 MW Solar Power Plant each or similar size of wind/solar-wind hybrid in terms of energy generation.

The duration of selection of a Transaction Advisor shall be valid till acquisition of the above asset(s) is completed. The LoI shall be issued to the L1 bidder selected through GeM via price bid and/or reverse auction.

No definite volume of work to be performed during the currency of the contract can be guaranteed by RECPDCL.

## 4. Instruction to Bidders

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

Agencies can download RFP document from the RECPDCL website i.e., <http://www.recpdcl.in> (or) [portal.recpdcl.in](http://portal.recpdcl.in) (or) [www.recindia.nic.in](http://www.recindia.nic.in) (or) [www.eprocure.gov.in](http://www.eprocure.gov.in) and GeM portal i.e. <https://gem.gov.in>

**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 GeM. Please note that the agencies have to obtain Class 3 digital signature token with signing & encryption certificate, for applying the Bid.

### 2. The Agencies qualifying the Eligibility/ Qualifying criteria mentioned in Chapter-5 should upload Bid document with duly signed scanned soft copy of the documents given below:

- Eligibility Criteria supporting Documents as asked in Chapter-5.
- Responder's particulars (on Letter Head) as per Annexure-A
- General Information of Applicant as per Annexure-B
- Format for Undertaking as per Annexure- C
- Undertaking towards not being black-listed as per Annexure-D.
- Duly notarized Power of Attorney as per Annexure-E (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender).
- Financial information of applicant as Annexure-F
- Integrity Pact as per Annexure-G (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender)
- Format of Price Bid as Annexure-H
- Undertaking with respect to Compliance of Restriction with Countries (Annexure- I)
- Declaration of Holiday (Annexure J)
- Declaration of Liquidation (Annexure K)
- Eligibility of Public Procurement Policy (Annexure L)
- Technical Capacity of Bidder (Annexure M)
- Team Composition (Annexure P)
- Resume Format (Annexure Q)
- CIN, MoA and AoA
- GST Registration Certificate
- PAN

**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.

Shri Mukul Agarwal

General Manager – Renewable Energy Division  
REC Power Development and Consultancy Limited  
Plot Number 1-4, REC World Headquarters  
D-Block, Sector-29, Gurugram – 122001, Haryana

## 5. Qualifying Requirement

### Qualifying Criteria

On the scheduled date and time of tender opening, Tender Opening Committee will open online bids (Part-I)- Technical Bid containing qualifying requirements of tender. The qualifying criteria for Part – I shall be evaluated based on Transaction Advisor’s experience, and financial capability as per the laid down criteria. Only those Transaction Advisor who will satisfy the qualifying criteria will qualify for further consideration.

Sl.	Qualifying Criteria Evaluation	Supporting Document
1	A minimum of 3 projects in Advisory/ consultancy assignments in respect of investment due-diligence and/or business valuation and/or deal structuring and/or M&A transaction and other similar assignments in relation to transactions involving Power and Infrastructure assets, as the case may be where the transaction involves cumulative consideration of at least INR 500 crore in past 5 years for clients including Central/State Government Departments/PSUs	Work Order and Completion Certificate/Client Citation should clearly define the capacity of the project undertaken along with details of the client, in order to ascertain the project details if necessary.
2	A minimum of 1 project in Advisory/ consultancy assignments in respect of investment due-diligence and/or business valuation and/or deal structuring and/or M&A transaction and other similar assignments in relation to transactions involving Renewable Energy assets (covering solar/ wind/ hybrid assets), as the case may be where the transaction involves consideration of at least INR 200 crore and minimum asset capacity of 50 MW in past 5 years for clients including Central/State Government Departments/PSUs	Work Order and Completion Certificate/Client Citation should clearly define the capacity of the project undertaken along with details of the client, in order to ascertain the project details if necessary.
3	The Bidder shall have, a minimum turnover of INR 250 crore (Rupees two hundred and fifty crore) per annum as professional fees during each of the 3 (three) financial years preceding the bid due date. For the avoidance of doubt, professional fees hereunder refer to the fees received by the Bidder for providing advisory or consultancy services to its clients	Certificate from practicing CA with valid UDIN clearly citing the average turnover from the last three financial years from consultancy and advisory services from Indian Operations.  In case, Accounts for the immediately preceding financial year i.e. 2023-24 have not been

Sl.	Qualifying Criteria Evaluation	Supporting Document
		prepared /audited, the Turnover for the Financial year previous to the preceding three financial years can be included in CA Certificate
4	Income from fees towards M&A activity/consultancy services for acquisition of assets should be atleast INR 2 crores for a single transaction or INR 1 crore each for two transactions	Work Order/ Proof of payment/ CA Certificate for payment receipt for such assignment

In addition to the above, the bidder should submit its proposed team for the assignment. The bidder should ensure deployment of enough specialized and experienced manpower throughout the project to complete the successful implementation & stabilization of the project. The bidder must propose a team consisting of experienced and skilled professionals with relevant experience in the proposed areas as per Annexure -P along with their resumes as per Annexure-Q.

### Evaluation Criteria: Financial Bid Evaluation

The Part -II (Financial Bid) will be evaluated for the bidders who are found eligible in Part – I (Technical Bid).

Please note that bidders are required to provide separate quotes for Phase I (Appraisal and Due Diligence, Valuation and Transaction Support) and Phase II (post-transaction integration support). Maximum three assets may be shortlisted for appraisal and due diligence and hence bidder is to quote the fee on per project basis.

The bidder with the lowest quote (L1) will be selected for the particular transaction advisory assignment. The L1 selection will be based on the financial quotes submitted for both Phase I and Phase II. RECPDCL reserves the right to exercise the reverse auction process and rules/methodology of the same will be intimated at that time only.



## 6. 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 else those may be summarily rejected. Undertaking for subsequent submission of any of the above documents after due date will not be entertained under any circumstances.
2. Experience of Parent or Affiliate Company/Companies shall not be considered for meeting the Eligibility Criteria.
3. The Applicant should be a legal entity.
4. Company/Firm need to submit Power of attorney as per format Annexure-E, duly notarized, indicating that the person signing the bid has/ have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of engagement with RECPDCL including any extension thereafter.
5. Bidder should submit valid documentary proof of details of Goods & Services Tax – GST (Copy of GSTIN Certificate).
6. Bidder should submit valid documentary proof of Income Tax Registration number (copy of PAN card).
7. 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.
8. 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 job so that job is carried out in a highly professional and good manner and within timelines.
9. RECPDCL reserve the right to engage one or more number of agencies.
10. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/ assign work/ associate the agency/ agencies in any area as may be deemed fit depending upon the profile provided by the agencies and requirement of assignment.
11. RECPDCL may consider making either one or separate panel of agencies covering above said work/ project.
12. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason.
13. RECPDCL reserves the right to waive off any shortfalls, accept the whole, accept part of or reject any or all responses to this RfP.
14. RECPDCL reserves the right to modify, expand, restrict, scrap, cancel the RfP at any stage and call for fresh RfP and/ or tender for any and/ or all of the Categories as per the present and/ or envisaged RECPDCL project requirements, even if the RfP is in evaluation stage or the responders have been engaged.

15. RECPDCL at its discretion may use the complete proposed solution and/ or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage does not confer any right and/ or claim of any sort and/ or manner from the responder(s) side for this RfP and/or tender irrespective of the outcome of this RfP.
16. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the RfP process.
17. RECPDCL reserves the right to delist the Engaged agencies, who do not participate in the financial bid invited after engagement.
18. Earnest Money Deposit (EMD): EMD shall be payable to RECPDCL at the time of submission of bids from Engagement agencies (refundable EMD) in the form of Demand Draft issued in favour of “REC Power Development and Consultancy Limited” and payable at New Delhi of rate INR 5,00,000. The scanned copy of EMD shall be uploaded in the online portal and the Original Physical copy shall be submitted at the following address on or before the deadline of Submission of Bid.  
  
Bids to be submitted to the following address:  
Shri Mukul Agarwal  
General Manager – Renewable Energy Division  
REC Power Development and Consultancy Limited  
Plot Number 1-4, REC World Headquarters  
2<sup>nd</sup> Floor, D-Block, Sector-29, Gurugram – 122001, Haryana
19. The companies/ firms banned or blacklisted by Govt./ Pvt. Institutions in India and abroad will not be eligible to participate. An undertaking regarding non-blacklisting signed by authorized signatory has to be submitted as per Annexure-D.
20. The Applicant should not be involved in any major litigation that may have an impact on affecting or compromising the delivery of services. The Applicant has to provide undertaking regarding the same.
21. A power of attorney as per Annexure-E, duly notarized, indicating that the person(s) signing the bid has/ have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of engagement with RECPDCL including any extension thereafter or validity of any work awarded to the said engaged agency.
22. Integrity Pact: The bidder has to submit integrity pact as per prescribed format Annexure-G on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of “Integrity Pact”. The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the RfP submission.
23. Clarification on RfP document: An Applicant, requiring any clarification on the RfP documents shall notify the RECPDCL in writing or by email at the RECPDCL’s given mailing address indicated in this document. RECPDCL shall respond in writing to any request for the clarification of the RfP 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.

24. 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
- c. Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
  - i. The venue of the arbitration shall be New Delhi, India.
  - ii. The fee & other charges of Arbitrator shall be shared equally between the parties.
  - iii. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

25. Submission of Bids

- a. The bidder should submit following documents as against Eligibility criteria as mentioned above:
  - i. Eligibility Criteria supporting documents as mentioned in Chapter 5.
  - ii. General Information of the Applicant- Annexure B
  - iii. Format for Undertaking- Annexure C
  - iv. Responder's Particulars (on Letter Head) - Annexure-A.
  - v. Undertaking towards not being black-listed as per Annexure-D.
  - vi. Duly notarized Power of Attorney as per Annexure-E (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender).
  - vii. Integrity Pact as per Annexure - G (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender).
  - viii. Undertaking with respect to Compliance of Restriction with Countries (Annexure- I)
  - ix. Declaration of Holiday (Annexure J)
  - x. Declaration of Liquidation (Annexure K)
  - xi. Eligibility of Public Procurement Policy (Annexure L)

- xii. Technical Capacity of Bidder (Annexure M)
  - xiii. Team Composition (Annexure P)
  - xiv. Resume Format (Annexure Q)
- b. Only complete Bid received on or before due date and time shall be considered. The Bid(s) received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.
  - c. The responses complete in all respects are required to be submitted latest by 07.06.2024 11:00 hrs & shall be opened on the same date at 11:30 hrs. The agencies or their authorized representative may be present at the time of opening of bids if they desire.
26. Evaluation of Bid: Based on Criteria as defined in Chapter-5.
27. The selected bidder must submit a Non Disclosure Agreement (Annexure- N) as when the “target” is specified by RECPDCL in the assignment.
28. RECPDCL may, at its discretion, extend the date for the submission of application by suitable Amendment published on the RECPDCL website [www.RECPDCL.in](http://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.
29. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in the specified formats, the party submitting the Bid shall refrain from referring to brochures/ pamphlets.
30. 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.
31. 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.
32. 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.
33. 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.
34. There shall be a system of ongoing performance monitoring and evaluation of the engaged Transaction Advisor.
35. INDEPENDENT EXTERNAL MONITORS (IEM)

The IEMs appointed by REC Ltd. can be contacted as follows:

- Shri Sudhir Bhargava, IAS (Retd.)  
Procurement and Contract Management (PCM) Division,  
REC Limited,

I-4, Sector-29, Gurugram, Haryana, INDIA  
Email: officesudhirbhargava[at]gmail[dot]com

- Dr. Varesh Sinha, IAS (Retd.)  
Procurement and Contract Management (PCM) Division,  
REC Limited  
I-4, Sector-29, Gurugram, Haryana, INDIA  
Email: vareshsinha[at]gmail[dot]com

## 7. Scope of Work

The Scope of work and deliverables for the bidder includes, but not limited to, the following:

### Phase I: Appraisal and Due Diligence, Valuation and Transaction Support

#### **Activity -1: Appraisal and Due Diligence: Undertaking detailed Financial, Technical, Legal, IT and Tax Due Diligence**

Based on the 1-3 Potential Project/Company/SPV or “Target” (s) cleared by RECPDCL for further due diligence (Identified Project/Company/SPV or “Targets”), Consultant (Transaction Advisor) will undertake the following activities:

##### **A. Financial Due Diligence**

- a. Hold/ Assist RECPDCL in meetings with the Identified Target[s] for business details including their business model, Corporate Strategy etc.
- b. Analyze and review the historical financial statements and projections for future performance of the Identified Target(s).
- c. Review and analyze historical Capital Expenditure, current Capex plans and future Capex requirement (if any).
- d. Details of technology costs incurred, and amount capitalized till date by the identified project/entity/SPV.
- e. Prepare financial model for the purpose of the transaction incorporating future business projections including profitability, cash flow, balance sheet, debt profile etc., key assumptions and return on investment. Financial model shall have the flexibility to do sensitivity analysis.
- f. Analyze total debt outstanding and review the Borrowing Agreements (loan documents) entered into by Identified Targets.
- g. Review Cash flow statements along with policy on cash flow management and working capital requirements.
- h. Review and analyze off-balance sheet liabilities/obligations, if any, and impact of those on financial profile of Identified Target.

##### **B. Technical Due Diligence**

- a. Review of capacity and performance
- b. Review of existing Technical Agreements and Contracts
- c. Review of Energy Yield Assessment - Estimate the energy yield for each technology option along with justification of associated technical losses and specific address of inter annual variability of solar radiation/wind pattern, inverter clipping, degradation, site specific soiling losses, curtailment issues, plant and grid availability, auxiliary consumption, uncertainty, performance ratio etc.
- d. Prepare probability-based forecasts for the expected power production and saleable energy on an annual basis in kWh.
- e. Understand the regulations surrounding the transmission and distribution of the power generated from the Project to potential purchasers of power, including

evaluating the total transmission and distribution costs incurred for supplying power from the project to each of the potential power purchasers.

- f. The consultant (transaction advisor) would further review and analyze technical and commercial aspects in the regulations, laws related to ARR filings, Grid Code, and Open Access Regulations etc. as may be applicable.
- g. Risk analysis would involve identification of the various risks associated with the Project. The exercise would ascertain if all the risks have been identified and steps have been taken for its allocation and mitigation through various contractual obligations and insurances.

### **C. Operational and Commercial Due Diligence**

- a. Review of commercial agreements entered into by Identified Target like Power Purchase Agreement (PPA), material agreement. O&M agreements, with major vendors etc. to assess key terms and conditions.
- b. Review corporate structure of the Identified Target including reviewing any agreement/partnership/JV entered into by itself impacting its financial/corporate profile.
- c. Review the professional biography of the management, other key managerial personnel of Identified Target.
- d. Review the agreements/contracts entered for material acquisitions, equity/asset divestiture to determine future dilution or other matters that would have a future financial impact on Identified Target.
- e. Hold/ Assist Company in meetings with the Identified Target[s] for business details including their business model, Corporate Strategy etc.
- f. Industry Analysis of the RE segment and Identified Target's positioning within the sector.

### **D. Legal Due Diligence**

- a. Assist The Company in execution of Non-Disclosure Agreement (NDA), Exclusivity Period Agreement (if required), or any other agreement with the Identified Target[s].
- b. Review of shareholder agreements (along with Legal/Tax Advisor), if any, to analyze capital structure along with if any shareholder has special voting or any other preferential rights.
- c. Review all records pertaining to the RE Project including due diligence of possession of proper and full transferable title/ its ownership and chain of title including statutory compliances for the operation of the facility. Also, due diligence of legality of purchase of this said RE project along with land and all associated rights by RECPDCL.
- d. Due diligence and review of all the required documents/records through any leading advocate/law firm who is an expert in the Renewable Energy field
- e. Review of Litigations, Licenses and Permits

**E. IT Due Diligence**

- a. Review of IT softwares, technology deployed along with its robustness and scalability.
- b. Review of technical architecture including servers, storage devices, operating systems, and databases.
- c. Review of cyber risks and security measures/ practices adopted for its solution/ technology.
- d. Review of registered trademarks and patents.
- e. Review of agreements under which the Target is granted the right to use IP owned by a third party.
- f. Review of agreements under which a third party is granted the right to use IP owned.
- g. Summary of any IP that is not solely owned by the Target.

**F. Tax Due Diligence**

- a. Analyze the Indian income tax return filed by the Target for past three financial years.
- b. Analyze the tax implications and obligations associated with the acquisition of the RE power project, including corporate taxes, VAT/GST, customs duties, and withholding taxes or any other tax.
- c. Assess the tax efficiency and optimization opportunities to minimize tax exposure and maximize returns on investment.
- d. Review tax-related documents, filings, and agreements to ensure compliance with applicable tax laws, regulations, and treaties.
- e. Analyze tax audit report for past three financial years.
- f. Review of key indirect tax issues arising out of indirect tax (excise duty, service tax, customs duty, VAT/sales tax/GST, and Foreign Trade Policy).
- g. Analyze the claim of any benefits / deductions / exemptions under the ITA and compliance with conditions prescribed for such eligibility, etc.
- h. Obtaining the status of income tax assessments and assess current tax position, open years and settlement of past liabilities and identification of potential liabilities on account of pending assessments and disputes.

**Activity 2: Valuation Support**

Based on due diligence report, The Company shall review and advise the Transaction Advisor to proceed ahead with the valuation of the Identified Target.

- a. Valuation:
  - i. Carry out valuation of the Identified Target utilizing generally recognized and internationally accepted approaches to valuation (Discounted cash flow/Trading comparable/Transaction comparable, depending on suitability of the method for Transaction).



- ii. Sensitivity and scenario analysis considering suitable factors and determining fair value range for the Target.

### **Activity 3: Transaction Support**

Based on the 1-3 Potential Target[s] cleared by RECPDCL for further due diligence (“Identified Targets”), the transaction advisor will undertake the following activities:

- a. Preparation of term sheet
- b. Preparing transaction structure comprising but not limited to:
  - i. Analyzing Target’s corporate and capital structure and along with other advisors assist in determining suitable Transaction structure.
  - ii. Assist RECPDCL in negotiations with the Identified Target and outlining the terms and conditions of offer.
  - iii. Assist in finalization of various documents e.g., Share Purchase Agreement/ any other documents, as required
  - iv. Firm commitments and responsibility matrix for Target.
  - v. Finalizing equity and ownership structure.
  - vi. Termination structure and exit plan.
  - vii. Assisting RECPDCL in execution of documents e.g., Share Purchase Agreement/ any other documents, as required.
  - viii. Assisting with various regulatory/statutory approvals required for the Transaction closure.
  - ix. Oversee and co-ordinate the Transaction until transfer of share/assets to Client
- c. Any required assistance to enable RECPDCL Board approval.

### **Phase II: Post Transaction Integration Support**

Subsequent to deal closure, the bidder is to provide hand-holding support post transaction and integration

- a. Establish and execute a carefully coordinated operational carve out plan.
- b. Deployment of at-least one resource at RECDPCL/ Target office for hand-hold support.
- c. Provide necessary post-acquisition support in integration of teams, processes, etc.
- d. Monitor the transaction and provide support as may be needed for carrying out any post transaction task including running the governance structure for a period of three months.
- e. Keep control over the timelines and targets at all stages of the project.
- f. Any other assistance identified during above implementation.

*Aforesaid scope does not include any advice/report or activity for seeking internal approvals by RECPDCL. Other advisors (Legal, Technical, Tax/Accounting etc.) can be onboarded by the consulting firm.*

## 8. Timelines

The project timelines for each transaction shall be as follows:

Phase		Deliverables	Expected Timelines
<b>Phase – I</b> <b>Activity 1</b>	1.1	Hold/Assist Client in scheduling meetings for detailed discussions.	~45 days
	1.2	Submission of final due diligence report (covering detailed Financial, Technical, Legal, IT and Tax Due Diligence)	
<b>Phase – I</b> <b>Activity 2</b>	2.1	Assisting Client in determining suitable structure for the transaction.	~15 days
	2.2	Report on Valuation of Identified Target	
	2.3	Transaction structure and draft Agreement (shareholder agreement)	
	2.4	Approval from Board (support in preparation of document/presentation for board approval)	
<b>Phase -I</b> <b>Activity 3</b>	3.1	Signing of agreement & closing of deal	~15 days
	3.2	Filing of legal documents	
	3.3	Oversee and co-ordinate up to transfer of shares/assets to RECPDCL	
<b>Phase – II</b>	4.1	Handholding support post transaction	~90 days (post Phase I)

Note:

1. In case of delay attributable to the transaction advisor, a penalty at the rate of 0.50% per week subject to maximum of 5% of the contract value shall be levied.
2. A PBG in the prescribed format as per Annexure-O equal to 5% of contract value shall be submitted by the transaction advisor within 10 days of the award of work. Delay in submission of PBG may attract penalty.
3. In case Successful Bidder fails to deposit above mentioned PBG within 14 (fourteen) days of issuance of contract, thereafter penalty subject to maximum amount up to the value of Earnest Money Deposit, will be imposed on pro-rata basis for per day of delay of maximum up to 30 days. In case, the Successful Bidder does still not submit Performance Security even after lapse of above mentioned 30 days, then RECPDCL is authorized to terminate the contract on its sole discretion.

## 9. Payment Terms

The Price bid shall be submitted as per the Financial Bid Performa.

The Financial Bid Performa shall include a lumpsum payment of the particular Transaction Advisory Assignment.

The payment milestone for each transaction shall be as follows:

Phase		Deliverables	Payment Milestone
Phase – I Activity 1	1.1	Hold/Assist Client in scheduling meetings for detailed discussions.	20% (of Phase 1)
	1.2	Submission of final due diligence report (covering detailed Financial, Technical, Legal, IT and Tax Due Diligence)	
Phase – I Activity 2	2.1	Assisting Client in determining suitable structure for the transaction.	20% (of Phase 1)
	2.2	Report on Valuation of Identified Target	
	2.3	Transaction structure and draft Agreement (shareholder agreement)	
	2.4	Approval from Board (support in preparation of document/presentation for board approval)	20% (of Phase 1)
Phase -I Activity 3	3.1	Signing of agreement & closing of deal	40% (of Phase 1)
	3.2	Filing of legal documents	
	3.3	Oversee and co-ordinate up to transfer of shares/assets to RECPDCL	
Phase – II	4.1	Handholding support post transaction	Payment on monthly terms

Note: Please note that bidders are required to provide separate quotes for Phase I (Appraisal and Due Diligence, Valuation and Transaction Support) and Phase II (post-transaction integration support)

## Annexure A - Covering Letter

To

GM (Renewable Energy Division)  
REC Power Development and Consultancy Limited Plot Number 1-4,  
REC World Headquarters, D-Block Sector-29, Gurugram – 122001, Haryana

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 2a 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 on Rs.100/- stamp paper regarding compliance with tender specifications/scope of work and terms and conditions is attached.

Dated \_day of \_\_\_\_\_, 2024

Signature of Authorized Signatory of Bidder Official Address:

Telephone No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

## Annexure B - General information of the Applicant

(On Applicant's letterhead)

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:		

**VENDOR PROFILE FORM (BOTH - ONLINE AND HARDCOPY)**

Whether SC/ST/OBC Entrepreneur?	(Yes/No)	(If Yes, Please provide Supporting Documents)
Whether Women Entrepreneur?	(Yes/No)	(If Yes, Please provide Supporting Documents)

Signature of Authorized Signatory of Bidder

Official Address:

Telephone No.:

## Annexure C - Format for Undertaking

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/- DULYNOTARIZED)

I \_\_\_\_\_, the Authorized signatory of \_\_\_\_\_ (mention name of the Applicant Entity and its complete address) do here by solemnly affirm and declare as under:-

1. That our Company i.e. \_\_\_\_\_ (mention name of the Applicant Entity) has submitted bid in response to the RfP.
2. That our Company i.e. \_\_\_\_\_ (mention name of the Applicant Entity) is eligible to submit the aforesaid application as they are not under liquidation, court receivership or similar proceedings.
3. That all the information, documents and declarations submitted in/with our application are correct to the best of our knowledge and understanding.
4. That if any information, document or declaration submitted in/with our application, is found to be incorrect at a later date, we indemnify RECPDCL against any loss due to this and RECPDCL may take any action as deemed fit.

DEPONENT

### VERIFICATION

\*I/we the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 4 are true and correct to the best of \*my/ our knowledge and belief and nothing is concealed there from.

Verified at \_\_\_\_\_ (place) this \_\_\_\_\_ Day of \_\_\_\_\_ 2024 .

(\* Strike off whichever is not applicable) DEPONENT



## **Annexure D - Declaration of Blacklisting/ Banning**

(On Applicant's letterhead)

1) We hereby declare the following:

- a. We have not been Banned/Blacklisted as on date of submission of bid by any of the Central or State Governments in India / Government Department in India / Indian PSU / autonomous organizations in India / multilateral donor institutions.
- b. We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
- c. Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or RECPDCL during the last five (5) years.

2) We further declare as under:

That if any information / data furnished by us is found to be incorrect or false or misleading at any point of time, it would render us liable to be debarred from the Engagement/Empanelment / tendering / taking up of work in RECPDCL, and RECPDCL shall have the full right to take any action as per applicable laws.

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Date:

Place:

## Annexure E - Power of Attorney for authorized signatory

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/-DULY NOTARIZED)

Know all men by these presents, We, [*name of entity and address of the registered office*] do hereby constitute, nominate, appoint and authorize Mr. / Ms.[*name*], son/ daughter/ wife of [*name*], and presently residing at [*address*], who is presently employed with/ retained by us and holding the position of [*designation*] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for Engagement of Consultants as Transaction Advisors for appraisal and due-diligence of RE projects for acquisition by RECPDCL, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [*name of entity*], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS [*date in words*] DAY OF [*month*] [*year in „yyyy” format*].

For

[*name and registered address of entity*]

[*Signature*]

[*Name*]

[*Designation*]

Witnesses:

1. [*Signature, name and address of witness*]
2. [*Signature, name and address of witness*]

Accepted

[*Signature*]

[*Name*]

[*Designation*]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a Resolution / Power Of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. The person allocating the Power of Attorney and other supporting documents should be an authorized signatory. The authorized signatory should be supported by necessary Board Resolutions and Corporate Authorizations. However, in absence of a Board Resolution and Corporate Authorizations, the POA and other supporting documents, can be signed on behalf of the Bidder by any of the following officials: (i) the Chief Executive Officer or the Managing Director; (ii) the Company Secretary; (iii) the Whole-time Director; and (iv) the Chief Financial Officer.

## Annexure F - Financial information of the Applicant

(On Chartered Accountant letterhead)

### Financial information of the Bidder:

<b>Financia lYear</b>	<b>Annual Turnover (INR Crore)</b>	<b>Net Worth (INR Crore)</b>	<b>Whether documentary evidence have beenfurnished in this Application (Yes / No)</b>
2023-24			
2022-23			
2021-22			
2020-21			

Name & Signature of Chartered Accountant Membership Number:

Place:

Date:

## Annexure G - 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 2024, between, on one hand, the REC Power Development and Consultancy 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:

#### **1. Commitments of the RECPDCL:**

- i. 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.

- ii. The RECPDCL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS 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.
- iii. 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 REC – PCM 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.

### **3. Commitments of BIDDERS:**

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:-

- i. 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.
- ii. 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 or 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.
- iii. The BIDDER shall disclose the name and address of agents and representatives and Indian
- iv. BIDDER(s) shall disclose their foreign principals or associates.
- v. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- vi. The BIDDER further confirms and declares to the RECPDCL that he BIDDER is the original manufacturer/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.

- vii. 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.
- viii. 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.
- ix. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- x. 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 bus RECPDCL 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.
- xi. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xii. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xiii. 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.
- xiv. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- xv. 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

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.

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: -

- i. 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.
- ii. 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.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. 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
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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:

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

- i. 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).
- ii. 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.
- iii. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- v. 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.
- vi. 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.
- vii. The BUIYER 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.
- viii. 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 Investigations

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

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.

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.

## Annexure H – Format of Price Bid

The Price bid shall be submitted as per the below format:

Name of the Work: \_\_\_\_\_

RfP No. \_\_\_\_\_

Name of the Bidder:

S. No.	Description of item	Price per (per Project/Company/SPV or “Target”)
1	Phase – I (Appraisal and Due Diligence, Valuation and Transaction Support)	
2	Phase – II (Post Transaction Integration Support)	

We confirm that

1. The above prices will be firm in all respects throughout the period of Transaction Advisory services and the price is inclusive all of taxes.
2. All Indian applicable Taxes & Duties including Income Tax shall be borne by us.
3. The Prices will remain valid for a period of 120 days from the date of opening of the price bid.
4. The offer submitted is irrevocable and unconditional without any deviations.
5. I/We agree to all the Terms and conditions and accept Scope of Work & terms & conditions as mentioned in the Bid Document and undertake to perform the duties to the satisfaction of the RECPDCL.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

..... Name .....

(Official Address) Designation .....

Seal of Company.....

## **Annexure I – Format for Undertaking with respect to Compliance of Restrictions of Countries**

(FORMAT for Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.)

(On Company Letter Head, to be signed by the duly authorized person)

TENDER NO. : .....

TITLE OF TENDER :

.....

To,

REC Power Development and Consultancy Limited,  
Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001,  
Haryana

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

## **Annexure J- FORMAT for Declaration of Holiday**

(FORMAT for FORMAT for Declaration of Holiday Listing orders issued by RECPDCL or MoP debaring us from carrying on business dealings with RECPDCL/ MoP .)

(On Company Letter Head, to be signed by the duly authorized person)

DATE. : .....

TENDER NO. : .....

TITLE OF TENDER :

.....

To,

REC Power Development and Consultancy Limited,  
Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001,  
Haryana

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by RECPDCL or MoP debaring us from carrying on business dealings with RECPDCL/ MoP or convicted of an offence –

(a) Under the prevention of Corruption Act , 1988:or

(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

## **Annexure K- FORMAT for Declaration of Liquidation**

(On Company Letter Head, to be signed by the duly authorized person)

DATE. : .....

TENDER NO. : .....

TITLE OF TENDER :

.....

To,

REC Power Development and Consultancy Limited,  
Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001,  
Haryana

I /We declare and confirm that we are currently not under liquidation, court receivership or similar proceeding.

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

# Annexure L- FORMAT CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

PROFORMA OF CERTIFICATE FROM CHARTERED ACCOUNTANT  
(ON LETTER HEAD OF CHARTERED ACCOUNTANT)

Date \_\_\_\_\_

(On Company Letter Head, to be signed by the duly authorized person)

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC  
PROCUREMENT POLICY:

.....

Ref:

Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

(Membership No. of CA along with certification / stamp)

UDIN:

## Annexure M: Technical Capacity of the Bidder

### DETAILS OF SIMILAR ASSIGNMENTS COMPLETED DURING PAST 5 YEARS

S No.	Name of the Assignment	Description of Services provided to client	Name of the Client	Transaction Consideration/ Capital Cost of Project (INR crore)	Date commencement of services	Date of actual completion	Value of the Contract (INR crore)

**Seal and Signature of Bidder**

**Note**

1. Bidder needs to submit copies of Completion Certificate/ Letter of Award as documentary evidence for each project showcased which fulfills the eligibility criteria.
2. In the event that the Bidder does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than 'X' amount for particular project. For example, it may state: "Above INR 10 (ten) lakh" in respect of a particular project.



## Annexure N- NDA FORMAT

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC  
PROCUREMENT POLICY:

.....  
Ref:

Tender No..... for.....

This Confidentiality Agreement ("Agreement") is entered into on \*\*\* day of \*\*\* 2023 by and between

REC Power Development and Consultancy Limited (RECPDCL), a wholly-owned subsidiary of REC Limited, a "Maharatna" Enterprise under the Ministry of Power, Government of India.

(which expression shall unless repugnant to the context thereof mean and include its successors and assigns);

AND

\*\*\*\*\* ("\*\*\*\*\*") a company incorporated under the Companies Act, 1913 and having its Registered office at \*\*\*\*\* (which expression shall unless repugnant to the context thereof mean and include its successors and assigns);

RECPDCL and \*\*\*\*\* collectively referred to as the "Parties" and each individually as a "Party".

RECITALS:

A. RECPDCL wants to acquire Renewable Energy (RE) project(s) across India through equity investment (Transaction(s)) and for that purpose RECPDCL agrees to take services of \*\*\*\*\* (consultant/transaction advisor).

B. RECPDCL will sign Non-Disclosure Agreement in favour of the identified 1-3 Target(s) its Parent Company and Sell Side Transaction Advisor in connection with the Transaction.

C. The Transaction Advisor shall gain access on behalf of RECPDCL to the Confidential Information (as defined hereinafter) and the Virtual Data Room ("VDR") in connection to the Transaction.

D. In the context of the RECPDCL's interest in the Transaction(s), the Disclosing Party (as defined hereinafter) may disclose Confidential Information to the Receiving Party (as defined hereinafter) to enable the RECPDCL to evaluate the Transaction.

In respect of the aforesaid, the Parties agree that the Disclosing Party (“RECPDCL”) shall disclose, and the Receiving Party shall maintain the confidentiality and not disclose the Confidential Information (hereinafter as defined below) to any other person and only use the Confidential Information for the Purpose stated herein subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. The Parties agree to execute this Agreement and be bound by the terms and conditions hereof as a precondition to the proposed collaboration and discussions between the Parties in relation to the Purpose.

**DEFINITIONS**

2. In this Agreement, the following terms shall have the meaning ascribed thereto as given below:

(a) "Confidential Information" shall mean all information, know-how, ideas, designs, documents, concepts, technology, manufacturing processes, industrial, marketing, commercial knowledge, customer data, employee data, client/potential client/vendor list, personally identifiable information and other materials of a confidential nature and includes but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written, and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place including without limitation (related to RECPDCL and related to identified Targets):

i) research, development or technical information, confidential and proprietary information on products, intellectual property rights;

ii) business plans, operations or systems, financial and trading positions;

iii) details of customers, suppliers, debtors or creditors;

iv) information provided in Virtual Data Room for identified Target(s)

v) information relating to the officers, directors or employees including that of Related Corporations;

vi) marketing information, brochures, printed matter, rates and rate tables;

vii) details of the telecommunication network.

viii) formulae, patterns, compilations, programs, devices, methods, techniques, or processes, that derive independent economic value, actual or potential, from not being generally known to the public,

ix) all agreements and contracts

x) all documents relating to litigations and disputes.

(b) "Related Corporation" means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party. The words "holding company" and "subsidiary" shall have the same meanings as given to them in the Companies Act, 2013.

(c) Target means (“\*\*\*\*”) any RE projects/entities (Solar/Wind/Solar-Wind Hybrid without Storage power projects or entities) in India, commissioned and under operation (“Transaction”)\_\_\_\_

(d) Parent company means (“\*\*\*\*”) a company incorporated under the Companies Act, 1956 and having its Registered office at \*\*\*\*\* \_\_\_\_\_

(e) Sell Side Transaction Advisor means (“\*\*\*\*”) a company incorporated under the Companies Act, 1956 and having its Registered office at \*\*\*\*\* \_\_\_\_\_

### **3. SCOPE**

Except as otherwise provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information of the Disclosing Party which:

(a) is disclosed, communicated or delivered to the Receiving Party in furtherance to the Purpose for which the Parties are entering into collaboration /discussions;

(b) comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with collaboration /discussions towards the Purpose. irrespective whether such Confidential Information is received before or after the date of this Agreement.

### **OBLIGATIONS OF PARTIES**

4. Except as otherwise provided in this Agreement, neither Party shall disclose to any other person the status, terms, conditions or other facts concerning the collaboration /discussions as contemplated between the Parties in terms hereof.

5. The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with the Purpose and as both Parties may agree in writing from time to time.

6. In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, including the facilities relating to Target Company , the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit shall be kept strictly confidential and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way, (whether for its benefit or that of any third party) except in connection with the Receiving Party's engagement with the Disclosing Party in terms hereof.

7. Except as otherwise provided in this Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any third party other than:

(a) the Receiving Party's directors, officers, employees, or representatives to whom disclosure is necessary for the purpose of Collaboration /discussions on a need-to-know basis.

(b) the Receiving Party's professional adviser only to the extent necessary for that adviser to advice or protect the rights of the Receiving Party under this Agreement.

(c) the Receiving Party's appointed financial adviser or appointed banker only to extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party (each an "Authorized Person", and collectively, the "Authorized Persons").

8. The Receiving Party hereby agrees to advise the Authorized Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorized Person(s) provided that prior to such disclosure, the Receiving Party shall obtain and provide to the Disclosing Party a written undertaking in favor of the Disclosing Party from the Authorized Person(s) to comply with the terms of this Agreement as if the Authorized Person(s) is a party hereto. In any event, the Receiving Party shall remain liable for any disclosure by the Authorized Person(s) to any other person.

9. A Receiving Party may disclose Confidential Information to a Related Corporation to the extent necessary to adopt and implement the Purpose or any part thereof, subject to the Related Corporation under-taking to comply with obligations equivalent to those of a Receiving Party, as contained in this Agreement.

10. Each Party represents and warrants that it has the right to make disclosures under this Agreement. All information exchanged under this Agreement is provided "as is" basis. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party after relying on the Disclosing Party's Confidential Information however, the Receiving Party shall also not be liable or held responsible for any errors or omissions that may be occurred while relying upon such Confidential Information which the same are not attributable on part of the Receiving Party.

#### **PUBLIC ANNOUNCEMENTS**

11. Save as provided in this Agreement, no news releases, public announcements or any other form of publicity concerning this Agreement, or the terms of this Agreement shall be conducted or released by receiving Party without the prior written consent of the other Party.

#### **EXCLUSION**

12. The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same is:

(a) in or enters the public domain, other than by breach by the Receiving Party or any of its Authorized Person(s) or

(b) known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorized Person(s) without similar restrictions from a source other than the Disclosing Party, as evidenced by written records, or (c) is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

(d) is approved for release in writing by the Disclosing Party.

#### **MODE OF DISCLOSURE**

13. Except as otherwise provided in this Agreement, a Receiving Party may not disclose the Confidential Information of the Disclosing Party except in the following circumstances:

(a) the disclosure is authorized in writing by the Disclosing Party to the extent as so authorized;

(b) the disclosure is made pursuant to a directive or order of a Government entity or statutory authority or any Judicial or governmental agency provided however that the Receiving Party

shall promptly notify the Disclosing Party so as to enable the Disclosing Party to seek a protective order or other appropriate remedy;

(c) the disclosure is made pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.

14. The Receiving Party shall inform in writing, the Disclosing Party, of any disclosures made to third parties under Clause 13 b, prior to any such disclosure.

15. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

16. Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it was disclosed.

17. Each Party as a Receiving Party further agrees and undertakes to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third party or to use such information for any other purposes whatsoever except as relevant for the Purpose of this Agreement. The Receiving Party shall not, nor shall permit any employee or third party to translate, reverse engineer, disassemble, decompile, recompile, update, copy, adapt or modify any software part of Confidential Information without the prior express written consent of the Disclosing Party.

#### **RETURN OF CONFIDENTIAL INFORMATION**

18. Unless agreed to otherwise between the Parties, all written Confidential information or any part thereof or copies thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party within a period of 15 days, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this Agreement expires or is terminated, whichever is earlier provided however, the Receiving Party and/or its Authorized Persons shall retain such portions of Confidential Information as are mandatorily required for the purpose of compliance with applicable laws and regulations, in the event of destruction, the Receiving

Party shall certify in writing to the Disclosing Party within thirty (30) days that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

19. All the document created by Receiving party as part of this contract will be a property of disclosing party.

#### **TERM AND TERMINATION**

20. This Agreement shall be effective and binding for the period of 2 years from the date of execution and will continue until and unless terminated in accordance with clause 21 herein.

21. This Agreement shall terminate upon the termination of Non Disclosure Undertaking signed by RECPDCL in favour of the identified Target, its Parent Company and Sell Side Transaction Advisor.

22. Notwithstanding the termination of this Agreement, the obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for a period of 1 year after the expiry or termination of this Agreement.

### **MISCELLANEOUS**

23. Nothing contained in this Agreement shall be deemed to grant to the Receiving Party either directly or by implication, any right, by license or otherwise, under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information of the Disclosing Party nor shall this Agreement grant either Party any rights whatsoever in or to the other Party's Confidential Information, except the limited right to use and review the Confidential Information as necessary to explore and carry out the proposed Purpose between the Parties.

24. All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as shown below, and delivered in person, by courier, or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Oral communication and e-mails do not constitute notice for purposes of this Agreement. A notice given under any provision of this Agreement shall be deemed delivered only when received by the Party to whom the notice is directed. "Received" for purposes of this article means actual delivery of the notice to the address of the Party shown below:

(i) REC Power Development and Consultancy Limited,

Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana

Attention: Mr. Mukul Agarwal, General Manager (Renewable Energy)

(ii) \*\*\*\*\* Consultant/Transaction Advisor

\*\*\*\*

25. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.

26. This Agreement shall be governed and construed in all respects in accordance with the laws of India.

27. It is irrevocably agreed that the Courts at Mumbai alone shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement shall be brought in such Court and that the Parties hereby submit to the exclusive Jurisdiction of such Court.

28. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and

executed by authorized representatives of the Parties. Each representative of the Parties executing this Agreement represents that he/she has the authority to enter into this Agreement and caused it to be effective as of the date first written above.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first above written.

SIGNED for and on behalf of

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

RECPDCL

Mukul Agarwal

General Manager (RE)

WITNESSES

- 1.
- 2.

WITNESSESS

- 1.
- 2.

## Annexure O – Performance Bank Guarantee

M/s REC Limited.,  
Plot No. I-4, Sector 29,  
Near IFFCO Chowk Metro Station,  
Gurugram, Haryana 122001 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of 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 Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and RECPDCL having agreed that the Supplier shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) or prevailing percentage of performance security notified by Govt. of India /PCM division from time to time shall be applicable) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for \_\_\_\_\_ .

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 Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ plus 60 (Sixty) 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.

Authorized Signature

Chief Manager/ Manager

Seal of Bank



## Annexure P – Team Composition

Name of the Bidder:

S. No.	Designation	Qualification
1	Project Head	CA/ MBA (Finance) with 10+ years of experience
2	Finance Expert (atleast 1)	CA/ MBA (Finance)/CMA with 5+ years of experience
3	Technical Expert (atleast 1)	B.Tech/ B.E. or higher qualification with 5+ years of experience (Electrical/Civil/Mechanical/ Electronics)
4	Tax Expert (atleast 1)	CA with 5+ years of experience
5	Legal Expert (atleast 1)	LLB with 5+ years of experience
6	IT Expert (atleast 1)	Bachelor's degree in IT/ Computer Science/or related field with 5+ years of experience

(Signature of the Authorized Representative of Bidder)

..... Name .....

(Official Address) Designation .....

Seal of Company.....

## Annexure Q- Resume Format for Personnel

<b>Name of Personnel:</b>		
<b>Position [#1]:</b> <i>[title of position]</i>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Details</b>		
	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the Project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

**Declaration**

I, the undersigned *[insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications, and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

sI understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Bidder’s Representative or Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_