

The Contractor shall comply with all applicable codes, laws, rules and regulations relating to actual or potential effect of the activities on and at the project contemplated by executing this project on the environment, the disposal of material, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on the project.

3.78 DISPOSAL OF SCRAP

- 3.78.1 The Contractor shall with the agreement of the Employer promptly remove from the site any Scrap' generated during Performance of any activities at site in pursuance of the Contract.
- 3.78.2 The term 'Scrap' shall refer to scrap/waste/remnants arising out of the unpacking of equipment, construction debris, fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.
- 3.78.3 The disposal of such Scrap shall vest with the Contractor for the items supplied by contractor and issued by the Employer under this contract for installation and construction without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.
- 3.78.4 The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by contractor as per Format enclosed as Annexure 6 of Section-V: Bid Response Sheets and Annexures). Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer

The Contractor has to ensure that all Solar PV Modules after their end of useful life (when they become defective/ non-operational /non repairable), are disposed in accordance with "E-Waste (Management and Handling Rules)-2011' notified by the government as revised / amended from time to time

3.79 POWER OF ENTRY

- 3.79.1 In case the Contractor does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge:
- i) Fail to operate & maintain the plant in conformity with contract document or
 - ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
 - iii) Fail to carry on and execute the works to the satisfaction of the engineer in charge, or

iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or

v) If the Contractor abandons the works, or

vi) If the Contractor during the continuance of the contract becomes bankrupt.

3.79.2 In any of such events, RECPDCL shall have the power to revoke the Contract Agreement to operate and maintain the plant. Contractor shall vacate the project premises immediately and shall have no right of entry thereafter. RECPDCL will de-facto control the plant, materials, spares, equipment, tools, stocks etc. and continue to have access to common facilities thereon.

3.80 VACATION OF THE PROJECT PREMISES AFTER EXPIRY OF TERM

After the expiry of the period of contract or extension thereof as the case may be, Contractor shall ensure that the plant is in operationally fit and running condition. The Contractor shall demonstrate Performance Guarantee test of the whole plant. While vacating the project premises, Contractor shall hand over all technical documents, literature, and instruction manuals, lists of spare parts, tools & tackles etc. Contractor shall also hand over all the relevant record/documents.

3.81 SCHEDULING AND FORECASTING

The contractor shall be responsible for scheduling & forecasting for the Solar power project on behalf of the Employer as specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders etc as per applicable Regulations, guidelines, Orders etc issued by CERC/SERC/STU/CTU/SLDC /designated agencies. Contractor shall provide Communication Connectivity of pooling station to STU/CTU Grid for the purpose of scheduling & forecasting.

3.82 DEFECTS/ NON ACHIEVEMENT OF PLANT DEPENDABLE CAPACITY AT THE TIME OF VACATING PROJECT PREMISES

In order that the Contractor could obtain a Vacation Certificate, he shall rectify any defect / non-achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the project premises has been vacated, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time, RECPDCL may proceed to do the work at Contractors risk and cost and recover such amount, as may be decided by RECPDCL from any amount due. Non-realization of such amount shall not debar RECPDCL to recover the amount through Court of Law.

All the aforesaid safeguards /rights provided for RECPDCL shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

3.83 GRAFTS AND COMMISSIONS ETC

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with

the Employer, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer shall thus be entitled to deduct the amounts so payable from any monies otherwise due to Contractor under the contract.

3.84 CORRUPT AND FRAUDULENT PRACTICE

- 3.84.1 **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 3.84.2 **"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 3.84.3 **"Collusive practice"** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels.
- 3.84.4 **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or thereto influence their participation in the procurement process or affect the executive of a contract.

3.85 LIMITATION OF LIABILITY :

- 3.85.1 Except in cases of criminal negligence or willful misconduct,
- a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidity damages to the employer and
 - b) The aggregate liability of the Contractor to the employer, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to patent infringement.

*****END OF SECTION*****

SECTION V

BID RESPONSE SHEETS (BRS)

AND

ANNEXURES

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BID FORM

To

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

Subject: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND O&M FOR THREE YEARS OF 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) OF SOLAR POWER PROJECT AT KANPUR DEHAT & JALAUN DISTRICT IN UTTAR PRADESH

Dear Sir,

1. After examining / reviewing the Bid Document for “NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.”
2. vide Bid Document No - RECPDCL/CHQ/ECD/SPP-UPNEDA/2021 comprising “Notice Inviting Tender”, “Instructions to Bidders”, “Technical Specification”, "Conditions of Contract", "Bid Response Sheets [BRS], Attachments & Annexures” etc.; including amendments/ addendums/ corrigendum / clarifications to the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned Bidder, express to execute the whole part of the work in conformity with the said Bid Document.
3. We hereby confirm that this Bid is valid for a period of 180 Days "from the last date of bid closing as per NIT or any extension thereof", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.
4. Until a final Agreement is prepared and executed, the Bid together with your written acceptance thereof in your Letter of Award shall constitute a binding Agreement between us.
5. We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Document but may be inferred to be included to meet the intent of the Bid Document shall be deemed to be mentioned in Bid Document unless otherwise specifically excluded and we confirm to perform for fulfilment of "Agreement" and completeness of the Work in all respects within the time frame and agreed price.
6. **Attachments to the Bid Form**
In line with the requirement of the Bid Document, we enclose herewith the following Attachments to the Bid Form:
 - (i) **Attachment-1: Power of Attorney**
A power of attorney, as per Clause No 2.12.3, indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder

during the full period of its validity in accordance with Clause No 2.11.

(ii) **Attachment-2: Submission of GST Details**

Bidders have to submit the GST details of their company at Attachment- 2 of Section-V :BRS & Annexures of this Bid Document.

(iii) **Attachment-3: Declaration regarding Bid Security/Earnest Money Deposit requirement**

Bidder shall submit the declaration regarding Bid security/EMD requirement as per format specified at Attachment-3 of Section-V :BRS & Annexures of this Bid Document.

(iv) **Attachment-4:Pre- Contract Integrity Pact**

Integrity Pact duly signed between Employer and the Bidder in accordance with Clause No 2.30.

(v) **Attachment-5: Declaration regarding Blacklisting**

(vi) **Attachment-6 :No Deviation Certificate**

The Bidders shall submit a “No Deviation Certificate” to the updated bidding document in accordance with Clause No 2.13 of this Bid Document.

(vii) **Attachment-7: Electronic Fund Transfer (EFT) details of the Bidder**

(viii) **Attachment-8: Financial data of the Bidder**

Bidder shall submit the financial data as Attachment-8 of this Bid Document along with scanned copy of all the supporting documents (Annual reports, Annual Financial statements, Net worth certificate etc.) to demonstrate fulfilment of the financial criteria as per Clause No. 1.4.3 of this Bid Document.

(ix) **Attachment-9: Estimated Bill of Quantities**

(x) **Attachment-10: Net Annual Guaranteed Generation for the proposed Solar PV Power Plant**

Bidder shall quote the Net Annual Guaranteed Generation for three years to be determined as per Appendix-A to Attachment-10 along with the documentary proof for arriving at the Declared Net Annual Guaranteed Generation (NAGG) such as Energy Estimation Report using the latest software such as PV Syst, Meteonorm.

(xi) **Attachment -11: Time Schedule**

Bidder shall submit the detailed activity wise Time schedule (L1 Schedule) in the form of PERT Chart covering all aspects like ordering, site preparation, Supply, erection, installation, testing & commissioning, etc. along with the bid.

- (xii) **Attachment-12: List of Vendors/sub-contractors proposed to be engaged.**
- (xiii) **Attachmnt-13: Mandatory Information to be submitted by the Bidder.**
- (xiv) **Attachment-14 : Undertaking regarding offline submission.**
- (xv) **Attachment 15: Format for Month Wise Target Generation for the proposed Solar PV Power Plant**
- (xvi) **Attachment -16 : Undertaking regarding restrictions imposed by the Government of India.**
- (xvii) **Deleted**
- (xviii) **Attachment -18 : Declaration by Holding Company pursuant to clause 1.4.2 (i)**
- (xix) **Attachment-19: Schedule of Tools & Tackles for Erection, Testing, Commissioning and O&M.**

PRICE SCHEDULES

In line with the requirements of the Bid Document, we confirm that we have uploaded & submitted the following Price Schedules on the portal www.RECPDCL.abcprocure.com, duly filled-in as per your Performa

- a) **PBRS No-I:** Summary of Prices
- b) **PBRS No II:** Schedule of Price for Supply of Plant and Equipment at site complete in all respect.
- c) **PBRS No III:** Schedule of Price for Erection, Testing, Commissioning of Plant & Equipment, Performance Demonstration and Operational Acceptance including, Unloading, Handling at Site, Insurance Covers, Storage of the Plant & Equipment supplied under First Contract and all Civil, Architectural & Structural Works complete in all respect.
- d) **PBRS No IV:** Schedule of Price for Operation & Maintenance of the Solar PV Power Project for 3 years from the date of Operational Acceptance including O&M spares and consumables.
- e) **PBRS No V:** Schedule of applicable existing GST Rate on the equipment supplied under the First Contract, Second and third contract (as on the date seven (7) days prior to deadline for date of submission of Bids).

Place:

Date:

Name:

Designation:

Name of company

Duly authorized to sign Bid for and on behalf of _____
(name of firm/company)

Business Address for communication:

Telephone No :

Fax No :

E-mail address :

Legal status : Company/Firm:

Place of incorporation :

ATTACHMENT-1

POWER OF ATTORNEY

Bidder to furnish Power of Attorney in accordance with ITB Clause No 2.12.3 of this Bid Document.

ATTACHMENT-2

GST DETAILS

Bidders have to submit the GST details of their company.

ATTACHMENT-3

FORMAT FOR DECLARATION OF BID SECURITY/EARNEST MONEY DEPOSIT

No.

Date

Subject: Declaration of bid security/EMD Requirement.

We _____ (insert name of the Bidder) hereby provide this undertaking to RECPDCL, in respect to our response to NIT vide no RECPDCL/CHQ/ECD/SPP-UPNEDA/2021. We undertake that we will abide by the provisions of the NIT including bid document, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the NIT including bid document. In case we withdraw or modify our response to the NIT including bid document during the bid validity period, or violate other provisions of the NIT including bid document which make the bid non-responsive under Clause 2.32.1 of ITB part of bid document. We, _____ (insert name of the Bidder) shall be treated as ineligible from participating in any of the upcoming tenders issued by RECPDCL for a period of 01 year from the date of default as notified by RECPDCL.

Further, We _____ (insert name of the Bidder) shall be ineligible from participation in re-tendering of this particular tender.

(Name and Signature of the Authorized Signatory)

FORMAT FOR PRE-CONTRACT INTEGRITY PACT

Between

_____, a company incorporated under the relevant law in the matter and having its registered office at _____, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.

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 Employer to obtain the desired said (work/ goods/ 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 the Bidder(s)/Contractor(s) 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 corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

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

- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) 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 :-

- 2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, 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.
- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer 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 Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer 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.

- 2.6 The Bidder/Contractor 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.
- 2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 2.12 The Bidder(s)/Contractor(s) 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 Employer.
- 2.13. The Bidder/supplier shall follow all rules and regulations of India including statutory requirements like minimum wages, ESIC and EPF.

3.0 Previous Transgression

- 3.1 The Bidder(s)/Contractor(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in _____ (*Employer's country*).

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

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate 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/Contractor. However, the proceedings with the other Bidder(s)/Contractor(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 Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the

Bidder/Contractor), 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 in Employer's country.

- 5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder / Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

- 6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor 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 Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor 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 as and when required.
- 6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'Monitor' would include both singular and plural.

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

This Pact is subject to _____ (Employer's Country) Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

9.1 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 extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

9.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

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

11.0 The Parties hereby sign this Integrity Pact at _____ on _____.

Employer

Bidder

Name of the Officer

(Authorised Person)

Designation

(Name of the Person)

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

Place-----

Date-----

Witness1. _____

(Name and address)

2. _____

(Name and address)

Guidelines on banning of business dealings**Contents**

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Guidelines on Banning of Business Dealings

1.0 Introduction

- 1.1 Employer deals with Agencies viz. parties/ contractors/ suppliers/ Bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of RECPDCL including its subsidiaries and JVs.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Party / Contractor / Supplier / Bidders”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder” in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:
The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines.
CMD shall be the ‘Appellate Authority’ in respect of such cases.
- iv) **“Investigating Committee”** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **“List of approved Agencies viz Parties / Contractors / Suppliers/Bidders”** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part

of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of RECPDCL (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6.0 Ground on which Banning of Business Dealings can be initiated:

- 6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.
- 6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of Employer's Country.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall apply throughout RECPDCL including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of RECPDCL's Corporate Office for displaying the same on RECPDCL website.

- ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.
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FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing, ITB Clause.....of Tender Document.

(Seal & signature of the Bidder)

PROFORMA FOR BLACK LISTING

UNDERTAKING

Sub: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4
Sector-29, Gurugram 122001, Haryana

Dear Sir,

I / We, M/ s..... (Name of Bidder) hereby certify that I / we have not been banned / de-listed / black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years. I/We will immediately inform to Client (RECPDCL) in case of any change in the situation any time hereinafter.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of the Bidder:

Address:

Seal of the Bidder:_____

NO DEVIATION CERTIFICATE

To
Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4Sector-29, Gurugram 122001, Haryana

Dear Sir,

SUB: NO DEVIATION CERTIFICATE REGARDING NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

Dear Sir,

We, [Bidder's name], confirm our acceptance to all terms and conditions mentioned in the Bid Document Ref No RECPDCL/CHQ/ECD/SPP-UPNEDA/2021 dated including all subsequent clarifications/ amendment/addendum/corrigendum(s), in totality and withdraw all deviations raised by us, if any.

.....
(Seal & Signature of the Bidder)

Place:

Date:

ATTACHMENT-7

PROFORMA FOR ELECTRONIC FUND TRANSFER (EFT)

To
Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4Sector-29, Gurugram 122001, Haryana

Dear Sir,

Ref: Authorization for payments through Electronic Fund Transfer System.

Dear Sir,

We, hereby authorize RECPDCL Ltd. (Complete address of the Unit with Postal Code) to make all payments due to us through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTER)

1. NAME OF THE BENEFICIARY

[illegible]

- ## 2. ADDRESS

[illegible]

3. TELEPHONE NO (WITH STD CODE)

[illegible]

4. FAX NO. (WITH STD CODE)

[illegible]

- ## 5. BANK PARTICULARS:

A) BANK NAME

[illegible]

B) BANK TELEPHONE NO. (WITH STD CODE):

[illegible]

C) BRANCH ADDRESS (WITH BRANCH CODE)

[illegible]

[illegible][illegible][illegible][illegible]

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
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[illegible][illegible]

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