

Expression of Interest (EoI)**(Invited through e-Tendering mode only)**

For

**EMPANELMENT OF EPC-CUM-O&M CONTRACTORS FOR DEVELOPMENT AND O&M OF SOLAR PV
POWER PROJECTS UNDER FIVE (5) CATEGORIES**

Sl.No.	CATEGORY	SUB-CATEGORY	DETAILS OF CATEGORY
1	CATEGORY-A	Rooftop Solar	Solar PV Projects up to 500 kW.
2	CATEGORY-B		Solar PV Projects size above 500 kW.
3	CATEGORY-C	Ground Mounted Solar	Solar PV Project up to 5 MW.
4	CATEGORY-D		Solar PV Project size above 5 MW.
5	CATEGORY-E	Solar Street Light	Supply, Installation of Solar Street Light.

No. RECPDCL/Solar/e-Tender/ 2021-22/1710 Dated: 29.10.2021**REC Power Development & Consultancy Limited (RECPDCL)**

(A wholly owned subsidiary of REC Ltd., a 'Navratna 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

Description of task, e-tender submission format and procedure is provided in the NIT document available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.nic.in), e-tendering website (www.tenderwizard.com/REC), Central Public Procurement Portal www.eprocure.gov.in

Important Dates	
Date of Release of NIT / Tender	29.10.2021
Last date for queries/ seeking clarification	07.11.2021 at 17:00 Hours
Pre Bid Meeting	08.11.2021 at 11:00 Hours
Last date of submission of Bid	15.11.2021 at 11:00 Hours
Date of Opening of Bids	15.11.2021 at 12:00 Hours

Note: Online registration has to be done at e-tendering website i.e. www.tenderwizard.com/REC in general; activation of registration may take about maximum 24 hours subject to the submission of all requisite documents required in the process.

**-Sd-
(S.C.Garg)
Addl. C.E.O.**

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

IMPORTANT NOTICE

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

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password. For this purpose, the bidder has to register itself with RECPDCL through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender Wizard. The steps to be followed for the registration process are given below:

- Go to website <http://www.tenderwizard.com/REC>
- Click the link ' Register Me'
- Enter the detail about the bidder as per format.
- Click 'Create Profile'
- Bidder will get confirmation with Login-id and Password

- b) **Steps for application for Digital Signature from Tender Wizard are given below:**

- Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
- In case of assistance please contact the person under contact us

- c) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**

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

Tender Information

Tender Reference No.	RECPDCL/TECH/2021-22/1710 DATED: 29.10.2021
Work Item Title/ Description	EMPANELMENT OF EPC-CUM-O&M CONTRACTORS FOR DEVELOPMENT AND O&M OF SOLAR PV POWER PROJECTS UNDER FIVE (5) CATEGORIES.
Mode of Tendering	Open (e-Tendering)
Tender Release Date	29.11.2021
Date of Pre-Bid Meeting	08.11.2021 at 11:00 Hours (IST) To join the video meeting, click this link: meet.google.com/cts-yvyg-jyk To join by phone instead, dial (US) +1 318-595-1373 and enter this PIN: 448 597 035# More phone numbers: https://tel.meet/cts-yvyg-jyk?pin=1889064243432
Last Bid Submission date	15.11.2021, up to 11:00 Hours (IST)
Date of Opening of Bid	15.11.2021, at 12:00 Hours (IST)
Location of Bid submission/ Opening	Plot Number I-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana
Tender Category	Services
EMD Fee	No EMD applicable.
Duration of Assignment	Empanelment shall be valid for a term of 2 years from the date of Empanelment Notification.
Address of Correspondence/ for Bid Submission	Mr. S.C.Garg Additional CEO, REC Power Development and Consultancy Limited Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana e-mail: co.delhi@recpdcl.in
Contact Person	Shri Alok Singh General Manager (Tech.) Email: aloksingh@recpdcl.in
	Shri Swapn Piyoosh Dy. Manager (Tech.) Email: swapn.piyoosh@recpdcl.in Contact No: +91 8527730111
Support Team Contact Details	E – Tender wizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Amrish -8799753401, twhelpdesk934@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

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CHAPTER – 1

INTRODUCTION

1. INTRODUCTION

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

2. VISION AND MISSION

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

3. OBJECTIVES

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

RECPDCL is exploring several opportunities for development of Renewable Energy Projects. In order to expand its business portfolio as well as to achieve the larger vision of delivering reliable and quality power supply in the country. RECPDCL plans to empanel EPC-cum-O&M Contractors meeting the specified eligibility criteria and willing to be associated with RECPDCL for development and O&M of its upcoming solar PV projects. The EPC-cum-O&M Contractors will be empanelled under five different categories based on the capacity of the Solar PV plants as per the following:

Sl.No.	CATEGORY	SUB-CATEGORY	DETAILS OF CATEGORY
1	CATEGORY-A	Rooftop Solar	Solar PV Projects up to 500 kW.
2	CATEGORY-B		Solar PV Projects size above 500 kW.
3	CATEGORY-C	Ground Mounted Solar	Solar PV Project up to 5 MW.
4	CATEGORY-D		Solar PV Project size above 5 MW.
5	CATEGORY-E	Solar Street Light	Supply, Installation of Solar Street Light.

4. The Applicant can either apply for all categories or any number of categories, and may be empanelled by RECPDCL subject to fulfillment of the eligibility criteria.
5. After completion of two (2) year of the empanelment term as specified in this EOI document, RECPDCL possesses the right to empanel any new EPC-cum-O&M Contractor, if the said EPC-cum-O&M Contractor meets the eligibility criteria as stipulated in this Application document.
6. Subsequent to the empanelment of EPC-cum-O&M Contractors, as opportunities for development of solar PV projects will come, RECPDCL will conduct project-wise bidding amongst the empanelled Contractors only, for selection of EPC-cum-O&M Contractor for each of those projects. Details of the concerned project and requirements for minimum technical standards will be specified by RECPDCL during the project-specific bidding. Selection of EPC-cum-O&M Contractor will be done for the concerned solar PV project based on techno-commercial and financial evaluation specific to the concerned project. The selected Contractor will be expected to provide best-in-class technologies. RECPDCL will have the discretion to follow different bidding approaches for different types of projects based on the project-specific requirements as may deemed fit by RECPDCL.

CHAPTER – 2

INSTRUCTIONS TO AGENCIES

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

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

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

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

Steps for Registration

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

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

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

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

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

3. The Agencies qualifying the Eligibility/ Qualifying criteria mentioned in **Chapter-3 should upload Bid document with duly signed scanned soft copy of the documents given below as a pre-qualification response:**

- Eligibility Criteria supporting Documents as asked in **Chapter-3**.
- Responder's particulars (on Letter Head) as per **Annexure-A**
- 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).
- Integrity Pact as per **Annexure-L** (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender)
- CIN, MoA and AoA

- GST Registration Certificate
- PAN
- Security Deposit in Bank Guarantee form

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

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

CHAPTER – 3 QUALIFYING CRITERIA

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

3.1 For Category A,B,C & D

SLN o.	Particular	Marking Criteria					Supporting Documents
		Rooftop Solar		Ground Mounted Solar		Maximum Marks	
		Category-A (Rooftop Solar up to 500 kWp)	Category-B (Rooftop Solar above 500 kWp)	Category-C (Ground mounted solar up to 5 MW)	Category-D (Ground mounted solar above 5 MW)		
Quantitative Parameters:							
1	Number of years of operations.	Upto 5 Years				10	Incorporation Certificate for commencement of Business.
		For more than 5 Years (One additional mark for each year, Maximum 5 marks)				5	
2	Minimum on roll employee.	5-10	10-15	15-20	20-30	10	ESI/ PF Challan filled by the company for FY 2019-20 or FY 2020-21 or any other valid documentary proof.
		For above 10 employee 1 mark additional for each 5 employees (Maximum 5 marks)	For above 15 employee, 1 mark additional for each 5 employees (Maximum 5 marks)	For above 20 employee, 1 mark additional for each 5 employees (Maximum 5 marks)	For above 30 employee, 1 mark additional for each 5 employees (Maximum 5 marks)	5	
3	Technical Criteria: Single work order of similar work (Defined hereunder Sl. No. C in Note) installed in last 5 years.	≥ 400 kW & < 600kW	≥ 1.6 MW & < 2.5 MW	≥ 4 MW & < 6 MW	≥ 12 MW & < 18 MW	12.5	Purchase Order/Work Order for Design, Supply, Erection, Testing & Commissioning in support of solar capacity along with Certificate of successful Completion from Project owner/ CEI Report.
		Greater than 600 kW	Greater than 2.5 MW	Greater than 6 MW	Greater than 18 MW	5	
4	Financial Criteria: Minimum average annual turn- over of last three Financial years 2018-19, 2019-20, 2020-21.	≥ 2 Cr & < 3 Cr	≥ 6.3 Cr & < 9.5 Cr	≥ 14 Cr & < 21 Cr	≥ 42 Cr & < 50 Cr	12.5	Audited annual account including Profit & Loss Account statement, Balance sheet for FY 2018-19, 2019 - 20, 2020-21 and CA Certificate as per Annexure-K.
		Above 3 Cr	Above 9.5 Cr	Above 21 Cr	Above 50 Cr	5	

5	In-house SPV module manufacturing/ Grid Connected Inverter manufacturing.	5	CA certificate certifying relationship between bidder and module manufacturer / Inverter manufacturer.
Total (Quantitative Parameters)		70	
Qualitative Parameters:			
6	Shortlisted/Qualified bidders whose score is greater than 45 in Quantitative Parameters shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.		
6.1	Detailed understanding of the context, Knowledge of market scenario, and requirements for scope of work to be carried out.	10	Evaluation through a PPT
6.2	Detailed approach and methodology to be adopted for high quality Design and Engineering for delivering the scope.	10	
6.3	Detailed approach and methodology to be adopted for high level of Bill Of Materials (BOM), Procurement Assistance and Quality Assurance for delivering the scope.	5	
6.4	Detailed understanding of the Project Management.	5	
Total (Qualitative Parameters)		30	
Grand Total (Quantitative Parameters + Qualitative Parameters)		100	

Note:

- a) Bidder scores minimum 70 marks based on evaluation (Quantitative + Qualitative) shall be eligible for empanelment.
- b) Bidder scores 45 marks in Quantitative Parameters will only be qualified for Qualitative assessment.
- c) **Similar Work for Category A,B,C & D:**
 - I. Design/Engineering, Procurement/Supply, Construction and Commissioning of Grid Connected Solar Power Plant.
 - OR
 - II. Engineering, Construction, Procurement, Commissioning (EPC/ EPCC) of Grid Connected Solar Power Plant.
 - OR
 - III. Trunk EPC Contractor/ Developer of Grid Connected Solar Power Plant.

3.2 For Category E:

SLN o.	Particular	Marking Criteria		Supporting Documents
		Solar Street Light	Maximum Marks	
		Category-E		
Quantitative Parameters:				
1	Number of years of operations.	Upto 5 Years	10	Incorporation Certificate for commencement of Business.
		For more than 5 Years (One additional mark for each year, Maximum 5 marks)	5	
2	Minimum on roll employee.	5-10	10	ESI/ PF Challan filled by the company for FY 2019-20 or FY 2020-21 or any other valid documentary proof.
		For above 10 employee 1 mark additional for each 5 employees (Maximum 5 marks)	5	

3	Technical Criteria: Single Similar work order installed in last 5 years.	≥ 80 Nos & < 150 Nos	12.5	Purchase Order/Work Order along with Certificate of successful Completion from Project owner.
		Greater than 150 Nos	5	
4	Financial Criteria: Minimum average annual turn- over of last three Financial years 2018-19, 2019-20, 2020-21.	≥ 1 Cr & < 2 Cr	12.5	Audited annual account including Profit & Loss Account statement, Balance sheet for FY 2018- 19, 2019 -20, 2020-21 and CA Certificate as per Annexure-K.
		Above 2 Cr	5	
5	In-house SPV module manufacturing/ Battery manufacturing.		5	CA certificate certifying relationship between bidder and module manufacturer / Battery manufacturer.
	Total (Quantitative Parameters)		70	
Qualitative Parameters:				
6	Shortlisted/Qualified bidders whose score is greater than 45 in Quantitative Parameters shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.			
6.1	Detailed understanding of the context, Knowledge of market scenario, and requirements for scope of work to be carried out.		10	Evaluation through a PPT
6.2	Detailed approach and methodology to be adopted for high quality Design and Engineering for delivering the scope.		10	
6.3	Detailed approach and methodology to be adopted for high level of Bill Of Materials (BOM), Procurement Assistance and Quality Assurance for delivering the scope.		5	
6.4	Detailed understanding of the Project Management.		5	
Total (Qualitative Parameters)			30	
Grand Total (Quantitative Parameters + Qualitative Parameters)			100	

Note:

- a) Bidder scores minimum 70 marks based on evaluation (Quantitative + Qualitative) shall be eligible for empanelment.
- b) Bidder scores 45 marks in Quantitative Parameters will only be qualified for Qualitative assessment.
- c) **Similar Work for Category E:**
 - I. Design/Engineering, Procurement/Supply, Construction and Commissioning of Solar StreetLight.
 - OR
 - II. Supply, Installation of Solar Street Lights/ Standalone Solar Street Lights.

CHAPTER – 4

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. Applicant's meeting Eligibility Criteria shall be further required to deliver a detailed presentation regarding their suitability and capability to associate with RECPDCL to meet the objective of this EOI.
3. Experience of Parent or Affiliate Company/Companies shall not be considered for meeting the Eligibility Criteria.
4. The Applicant should be a legal entity.
5. 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.
6. Bidder should submit valid documentary proof of details of Goods & Services Tax – GST (Copy of GSTIN Certificate).
7. Bidder should submit valid documentary proof of Income Tax Registration number (copy of PAN card).
8. 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.
9. The bidder shall ensure that deployed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and good manner within timelines.
10. RECPDCL reserve the right to empanel one or more number of agencies.
11. Empanelment shall be initially for a period of two (2) years which may be renewed further for a period of one year or as per the sole discretion of RECPDCL.
12. Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/ assign work/ associate the agency/ agencies in any area as may be deemed fit depending upon the profile provided by the agencies and requirement of assignment.
13. RECPDCL may consider making either one or separate panel of agencies covering above said work/ project.
14. RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.
15. RECPDCL reserves the right to waive off any shortfalls, accept the whole, accept part of or reject any or all responses to this EOI.
16. RECPDCL reserves the right to modify, expand, restrict, scrap, cancel the Expression of Interest (EOI) at any stage and call for fresh EOI and/ or tender for any and/ or all of the Categories as per the present and/ or

envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empanelled.

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

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

28. Submission of EOI Response

- The bidder should submit following documents as against Eligibility criteria as mentioned above:
 - a. Eligibility Criteria supporting documents as asked in **Chapter 3**.
 - b. Responder's Particulars (on Letter Head) - **Annexure-A**.
 - c. Undertaking towards not being black-listed as per **Annexure-D**.
 - 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).
 - e. Integrity Pact as per **Annexure - L** (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender).
- Only complete EOI response received on or before due date and time shall be considered. The EOI received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.
- The responses complete in all respects are required to be submitted latest by on or before 15.11.2021 11:00 hrs & shall be opened on the same date at 12:00 hrs. The agencies or their authorized representative may present at the time of opening of bids if they desire.

29. Evaluation of EOI: Based on Criteria as defined in **Chapter-3**.

30. RECPDCL may, at its discretion, extend the date for the submission of application by suitable Amendment published in the RECPDCL website www.RECPDCL.in, in which case all rights and obligations of RECPDCL and applicants whose applications have already been submitted before the extension of this date shall remain unaltered.

31. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in the specified formats, the party submitting the EOI shall refrain from referring to brochures/pamphlets.

32. Application submitted by the Applicant shall become the property of RECPDCL and RECPDCL shall have complete right to either accept or reject without mentioning any reasons for its decision.

33. SEEKING CLARIFICATIONS:

To assist in the examination, evaluation and comparison of applications, RECPDCL may, at its discretion ask the Applicant(s) for clarification on its application. The request for the clarification and the response shall be in writing.

34. The right to suspend the short-listing process or part of the process, to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by RECPDCL without any obligation or liability whatsoever.

35. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation on any applicant to participate in the proposed Project.

36. There shall be a system of ongoing performance monitoring and evaluation of the empanelled consultants.

37. **SECURITY DEPOSIT:** Agencies, who get empanelled, have to submit Security Deposit of Rs 1 Lakhs (for Category A, B & E), Rs 2 Lakhs (for Category C & D) in the form of bank guarantee (**As per Annexure-M**) within 30 days of empanelment. Agencies, who are MSME/NSIC registered, are exempted in submission of this Security Deposit up to their monetary limit. This Security deposit is non interest bearing.

CHAPTER – 5

SCOPE OF WORK

1. The scope of work shall include but not limited to Design, Engineering, Testing, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation and Commissioning of grid connected floating and/or ground mounted Solar PV projects (to be awarded to multiple/single bidders/applicants) on turnkey basis, as well as Comprehensive Operation & Maintenance of the project for a period of five (5) years from the date of successful commissioning. In particular, the scope of work shall include (but not limited to) the following:
 - a) Design, engineering, testing, supply, packing and forwarding, transportation, unloading, storage, installation, and commissioning of Solar Photo Voltaic Plant based on open category PV modules and cells;
 - b) Topographical survey & Geo-Technical investigation of the land;
 - c) Site-grading, clearing of vegetation;
 - d) Design and construction of foundation & mounting structure for SPV panels (if applicable);
 - e) Supply, Installation, anchoring, fixing of floaters for SPV panels;
 - f) Arranging for power supply and water supply for construction purposes;
 - g) Construction of inverter stations with Power conditioning unit, associated LT and HT switchgear;
 - h) Construction of Central Monitoring and Control Station with switchgear room, SCADA room, Store room, Battery room with all electrical fitting and furniture, security cabin etc.;
 - i) All associated electrical and civil works required for interfacing with grid (i.e. transformers, breakers, isolators, panels, protection system, cables. metering as per SLD, earthing of transformer etc.) and evacuation of power to HV/EHV Pooling station;
 - j) Module cleaning system (wet or dry method) including supply and installation of all accessories;
 - k) Construction of approach roach, internal road, pathways, peripheral boundary wall etc. as per specification and any other work as applicable for development of the site;
 - l) SCADA system for remote monitoring and control of Inverters with all hardware& software;
 - m) Supply of Mandatory spares;
 - n) Comprehensive operation & maintenance of the plant and transmission system following applicable standards, regulations and statutes for a period of five (5) years from the date of successful commissioning of the project.
 - o) Any other work specific to the assignment.
2. Detailed scope of work along with technical standards shall be specified by RECPDCL during the project-specific bidding.

COVERING LETTER

To
Additional CEO
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 a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
6. A Board Resolution / Authorization letter from the Board of Directors or Power of Attorney is attached for authorizing the Bid signing in favor of Bidder representative who would be signing all the pages of the bid.

7. An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.
8. Security Deposit as per **Annexure-M**.

Dated ____ day of _____ 2020

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

Signature of Authorized Signatory of Bidder Official

Address:

Telephone No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

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

Signature of Authorized Signatory of Bidder
Official Address:
Telephone No.

FORMAT FOR UNDERTAKING

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/-DULY NOTARIZED)

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 Firm / Company i.e. _____ (mention name of the Applicant Entity) has applied in response to the invitation of Application for Empanelment of EPC-cum-O&M Contractors for Solar PV Power Projects/ Solar Street Lights of RECPDCL.

2. That our Firm / Company i.e. _____ (mention name of the Applicant Entity) is eligible to submit the aforesaid application as it not is 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 _____ 2021 .

(* Strike off whichever is not applicable)

DEPONENT

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 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:

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/-DULY NOTARIZED)

Know all men by these presents, We, *[name of entity and address of the registered office]* do hereby constitute, nominate, appoint and authorise 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 “Authorised 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 Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted Solar PV Power Projects of RECPDCL (the “Client”), 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.

DETAILS OF APPLICANT'S EXPERIENCE FOR CATEGORY-A

(On Applicant's Letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per provisions (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Date:

Place:

DETAILS OF APPLICANT'S EXPERIENCE FOR CATEGORY-B

(On Applicant's Letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per provisions (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Date:

Place:

DETAILS OF APPLICANT'S EXPERIENCE FOR CATEGORY-C

(On Applicant's Letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per provisions (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Date:

Place:

ANNEXURE-I**DETAILS OF APPLICANT'S EXPERIENCE FOR CATEGORY-D**

(On Applicant's Letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per provisions (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Date:

Place:

DETAILS OF APPLICANT'S EXPERIENCE FOR CATEGORY-E

(On Applicant's Letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per provisions (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Date:

Place:

FINANCIAL INFORMATION OF THE APPLICANT**(On Chartered Accountant letterhead)****Financial information of the Applicant for EOI Document:**

Financial Year	Annual Turnover (INR Crore)	Net Worth (INR Crore)	Whether documentary evidence have been furnished in this Application (Yes / No)
2020-21			
2019-20			
2018-19			
2017-18			

Name & Signature of Chartered Accountant

Membership Number:

Place:

Date:

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 2021, 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:

Commitments of the RECPDCL

1. The RECPDCL undertakes that no official of the RECPDCL, connected directly or indirectly

with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The RECPDCL will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

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.

Commitments of BIDDERS

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

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.

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

The BIDDER shall disclose the name and address of agents and representatives and Indian

BIDDERSs shall disclose their foreign principals or associates.

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

The BIDDER further confirms and declares to the RECPDCL that he BIDDER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RECPDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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.

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.

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

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.

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the RECPDCL, or alternatively, if any relatives of an officer of the RECPDCL had financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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: -

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.

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.

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

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

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.

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.

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.

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.

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.

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.

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.

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

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).

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.

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

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

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.

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 confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

Name of the Officer

Designation

Dept/MINISTRY/PSU

Witness

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

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.

SECURITY DEPOSIT

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

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. :

In consideration of REC Power Development and Consultancy Ltd., having its office at _____ (hereinafter referred to as “RECPDCL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Contractor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier is 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 Contractor shall furnish to RECPDCL a Security deposit for the faithful performance of the entire contract 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 Contractor) in cover of security deposit in accordance with the terms and conditions of the Agreement/ Purchase Order.

Hereby, we undertake to pay up to 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 Contractor 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