



रूरल इलेक्ट्रीफिकेशन कारपोरेशन लिमिटेड
Rural Electrification Corporation Limited
(भारत सरकार का उद्यम / A Government of India Enterprise)

OPEN E-TENDER NO: REC/PCM/RETAINER_COUNSEL/2018-19/29

(ONLY THROUGH E-TENDERING MODE)

Invitation for Bid

for

ENGAGEMENT OF RETAINER COUNSEL

Tender Release Date	20th Sept., 2018
Date & Time of Pre-bid Meeting	27th Sept., 2018 11.30 Hours (IST)
Last Date & Time of Bid Submission	08th Oct., 2018 15.00 Hours (IST)
Date & Time for Bid Opening	08th Oct., 2018 at 15.30 Hours (IST)

IMPORTANT NOTICE TO BIDDER

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. The price should not be quoted in the same. In case of non-compliance the response is liable to be ignored/ summarily rejected.
3. **The submission and opening of bids will be through e-tendering process. Financial bid has to be submitted on-line only (no hard copy). Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in REC Website, viz, <http://www.recindia.gov.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 & password. For this purpose, the bidder has to register itself with REC 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 Tenderwizard. The steps to be followed for the registration process are given below:

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

For details please refer "Bidder Help Manual for E-Bidding" attached at Annexure -F

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

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

- 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 REC 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/DATA SHEET

Tender Reference No.	REC/PCM/RETAINER_COUNSEL/2018-19/29
Work Item Title/ Description	NOTICE INVITING BIDS FOR ENGAGEMENT OF RETAINER COUNSEL
Name of the Employer/ Owner	RURAL ELECTRIFICATION CORPORATION LTD. ("REC")
Mode of Tendering and Listed bidders / parties	Open e-Tendering for engagement of Retainer Counsel
Tender Release Date	20th Sept., 2018
Date of Pre-bid Meeting	27th Sept., 2018 11.30 Hours (IST)
Last Date & Time of Bid Submission	08th Oct., 2018 at 15.00 Hours (IST)
Date & Time for Opening of Bid (Technical Bid for Retainer Counsel)	08th Oct., 2018 at 15.30 Hours (IST)
Date & Time for opening of Financial/Price bid (for Retainer Counsel)	The actual dates will be published on REC portal/ website / through email (Price bid shall be submitted ONLINE only.)
Location of Bid Submission/ Pre-bid Meeting/Opening	PCM Division, Rural Electrification Corporation Limited, Core - IV, Scope Complex, Lodhi Road, New Delhi- 110003, India
Tender Category	Services
EMD/Fee	NIL
MSME/NSIC Exemption	Allowed as per Govt. of India Guidelines
Bid Validity days	6 months from bid opening date from Bid Opening Date
Duration of Assignment/ Contract	One year (extendable as per the terms and conditions mentioned of this tender)
Address of Correspondence/ for Bid Submission:	Sh. Pankaj Gupta, Additional General Manager (PCM), Rural Electrification Corporation Limited, Core-IV, SCOPE Complex, 7, Lodhi Road, New Delhi-110003 Tel: 011-43091574/ 43091556 Fax: 011-24360644 e-mail: recpcm@rec.in
Support Team Contact Details:	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Sandeep- 8800496478, twhelpdesk592@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

This Notice Inviting Tender (“NIT” or “**Bid Document**” or “**Tender**”) is meant for the exclusive purpose of inviting bids for engagement of a Law Firm as Retainer Counsel **as per the detailed** scope of work provided herein and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.

Financial Bids are to be submitted **ONLINE only**. Supporting documents in connection with the Bid Documents along with the letter confirming acceptance of all the terms and conditions of the Bid Documents shall also be submitted separately in a sealed envelope in the manner as provided under this Bid Document.

Important Notice:

1. Financial/Price Bid shall be submitted ONLINE only on or before the last date of submission of the bid.
2. For the purpose of this NIT, REC shall mean and include its subsidiaries/associates etc. The Bid Documents may also be downloaded from web portal provided herein.
3. An incomplete and/or ambiguous and/or conditional and/or late submission of bid is liable to be summarily rejected.
4. The bidder must attest, properly stamp and seal on all the supporting documents as required by REC in terms of the Bid Documents. In case of non-compliance of the Bid Documents, the bid submitted is liable to be summarily rejected.
5. The bidders to further note that conditional bidding is not permitted and any conditional bid received from any bidder is liable to be summarily rejected.
6. REC at its discretion, may cancel this NIT without assigning any reason(s) whatsoever.
7. The submission and opening of bids will be through e-tendering process. Bid Document can be downloaded from the website www.tenderwizard.com/REC (“**Tender Wizard**”) or from e-tender link given at REC’s official website, viz, <http://www.recindia.com>

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SECTION - I

INTRODUCTION

Rural Electrification Corporation Limited, a listed Navratna Public Sector Enterprise under Ministry of Power, Government of India, was incorporated on July 25, 1969 under the Companies Act, 1956. REC is a Non-Banking Financial Company (“NBFC”) with 'Infrastructure Finance Company' status and catering to funding needs of the Power sector in the Country across the spectrum comprising generation (both conventional and non-conventional), transmission and distribution, initiatives directed towards smart grid, energy efficiency, infrastructure projects having forward and backward linkages with power projects. REC is the nodal agency appointed by Government of India for Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) for implementation of country's rural electrification programme.

REC's principal products are long term and short term loans backed by securities in the form of State Government guarantees, mortgage of land, hypothecation of assets, pledge of shares/debentures, assignment of rights under project documents etc. Additionally, REC also provides debt refinancing and bridge loans. REC's borrowers, inter alia, are State Sector Power Utilities/SEBs, Central Sector, Joint Sector and Private Sector Power Utilities. For its aforementioned purposes, REC mobilizes funds from various sources including raising of funds from domestic and international agencies. REC competes with all the financial institutions through its network of 19 Regional Offices, 5 Sub-Offices, a Sub- Office and a Training Centre for development and conduct of its business.

REC through its two wholly owned Subsidiaries – REC Power Distribution Company Ltd. and REC Transmission Projects Company Ltd. provides range of consultancy services in areas of Tariff Based Competitive Bidding (TBCB) for Transmission Projects, Project Advisory Services, DPR preparation, Energy Audit, PMC for Solar projects, DDG and Third Party Monitoring for Distribution Projects etc.

As on 31.03.17, REC has a loan book of over Rs. 2,01,929 crore and Net worth of Rs. 33,326 crore. Of the total Outstanding Loan Assets, Generation assets account for around 47% and the share of Transmission and Distribution assets is 51%. The Profit after Tax (PAT) for FY 2016-17 stands at Rs. 6246 crore.

SECTION - II

OBJECTIVE OF WORK

In its course of its routine activities in terms of its objectives, REC is engaged in various commercial activities/transactions such as raising of funds, issuance of bonds, entering into various commercial contracts, MOUs etc. (including entering into loan documentation with its Borrowers and creation of securities) and are also required to ensure various compliances with various Statutory Authorities like SEBI, RBI etc. In its dealing with external agencies, entities, companies etc. there are possibilities of endless disputes which could not be reasonably foreseen. Some of the issues/matters in respect of the transactions involve complex questions of law, which requires specialized professional acumen in the subject matter (keeping in mind the jurisprudence developed by the courts, from time to time).

Hence in order to deal with the above situations and to enable REC to deal with the complex legal issues/matters arising from time to time, a need has been felt for engagement of a professional full service law firm as Retainer Counsel (for advisory services on routine matters), as per the scope of work, terms and conditions contained in this NIT.

SECTION - III

Terms of Reference/Scope of Work for engagement of the Retainer Counsel are as below:

For Retainer Counsel:

Upon selection of the successful bidder as Retainer Counsel, the law firm engaged as Retainer Counsel shall depute a dedicated team of **4 law professionals of the firm having experience as detailed below** (out of which **one team member** of the level of Associate Partner/Senior Associate shall be stationed at REC to cater to the needs of REC). The assignment of Retainer Counsel shall start immediately from the date of issue of letter of intent (LOI)/ letter of award (LOA) to the successful bidder engaged as Retainer Counsel.

1. A Senior Partner/Partner (having expertise in such as Corporate Laws viz. Contractual, SEBI Regulations, RBI Regulations, Insolvency, Anti-Trust laws, Service Laws, Taxation, etc.) having relevant experience of at **least 15 years**;
2. A Senior Partner/Partner (having relevant experience of at **least 15 years** in handling litigation matters and appearances before the Supreme Court, High Courts, Civil Courts, DRTs, DRATs (including of recently formed NCLT and NCLAT) and other Forums;
3. The Senior Partner/Partners (both litigation and corporate) are to be assisted by their concerned associates, who shall not be lower than an Associate Partner/Senior Associate of the firm and having experience of at **least 10 years** in the relevant areas as mentioned above.
4. The law firm engaged as Retainer Counsel shall depute one **person as detailed above** on rotation basis or as may be desired by REC, to be stationed at REC Corporate Office at Scope Complex, New Delhi, on all REC working hours, including if required, on Public Holidays, Saturdays/Sundays) to assist REC in all daily activities. In addition to the same, if so desired by REC, the related Partners/Senior Partners whose names have been so identified for REC assignment (or in their absence Partners/Senior Partners with equivalent experience in the subject) shall visit REC, wherever required by REC.

Note: *REC may at its discretion, advise the Retainer Counsel to change any of the Partner/Associate Partner/Senior Associate etc. as the case may be (deputed for REC assignment), if REC is of the opinion that such Partner/Associate Partner/Senior Associate etc. does not have the relevant experience or have not been carrying out the work to the satisfaction of REC and such direction/advice of REC shall be adhered to by the Retainer Counsel at no extra cost.*

The qualification/curriculum vitae of the relevant Senior Partner/Partner, Associate Partner, Senior Associate etc. whose names are provided by the Law Firm for the Retainer Counsel services should be provided in the format as enclosed herewith.

Detailed Scope of work of the Retainer Counsel:

1. Giving of opinion and advices on constitutional, corporate, contractual, land related, banking and finance, labour laws, service laws, taxation, recovery etc. and all legal issues from time to time;
2. Advice REC on the legal recourses available in recovery/restructuring matters under the DRT/SARFAESI/IBC/Interpretation of the RBI Circulars etc. with reference to its loan account in general and stressed assets/NPAs in particular;
3. Advising on all the legal issues arising in respect of the loan documentation (including due diligence, title search etc.) in respect of the Project Financing by REC.
4. To assist, accompany and participate (wherever required) in all meeting, conference etc. and provide legal views, opinions etc. on the issues specifically referred to;
5. Advising REC on all matters relating to RTI;
6. Drafting and vetting of contracts, MOUs, Tender Document/Bid Documents, loan documents, security documents etc. as and when referred from time to time;
7. Advise REC in respect of litigation matters to be filed by and on behalf of REC/filed against REC;
8. Drafting of legal notices/replies to legal notices, notice for recall of loan, notices for invocation of guarantees/pledge or any other security etc. or any other notices/letter(s) of legal nature, as may be required by REC;
9. Examination of case papers and providing suitable advices to REC in litigation matters;
10. Vetting of the plaint, written statements, other applications etc. to be filed by and on behalf of REC;

Note: *Please note that the list is not exhaustive and may include any other matter/legal issue, as REC may refer to the Retainer Counsel from time to time.*

SECTION – IV

TERMS AND CONDITIONS OF ENGAGEMENT AND INSTRUCTIONS TO BIDDERS

1. COST OF BIDDING

There shall be no cost for the Bid Document and the same can be downloaded as per details mentioned in this Bid Document. The bidder shall however bear all costs associated with the preparation and submission of its bid, including pre-bid discussions or other presentations and REC will in no case or manner whatsoever be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

2. NIT/BID DOCUMENT

A. Understanding of NIT

A prospective bidder is expected to examine all instructions, forms, terms, specifications and requirements as mentioned in the NIT and fully inform itself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish any information as required under the NIT or submission of a bid not substantially in accordance with the terms of NIT will be at the bidder's risk and is liable for rejection at REC's discretion.

B. Clarification on NIT

If any prospective bidder finds any discrepancy or omission(s) in the Bid Documents or any of its specification(s) or is in doubt as to the interpretation of any part of the Bid Document, they shall at once make a request, in writing on email-id recpcm@rec.in within one week on or before issue of tender, for an interpretation/ clarification, to REC in triplicate. REC will then issue the interpretation(s)/clarification(s) in writing as it may think fit. After receipt of such interpretation(s)/clarification(s), the bidder may submit their bid but within the time period as specified in the Bid Document. All such interpretations/clarifications shall form an integral part of the Bid Document. A prospective bidder requiring any clarification on the Bid Document may notify REC in writing. REC will respond in writing to any such request for clarification which it receives not later than 07 (Seven) working days prior to the deadline for submission of bids prescribed by REC. Letters/emails/corrigenda in respect of REC's response (including an explanation of the query but without identifying its source) will be brought in notice of all prospective bidders who have received the Bid Document either by publishing the same on the Tender Wizard or sending them in physical form/electronically as REC may decide. Verbal clarification and information given by REC or its employee(s) or their representative(s) shall not in any way be binding on REC.

C. Amendment to NIT

At any time prior to the deadline for submission of bids, REC may for any reason, either at its own initiative or in response to a clarification requested by a prospective bidder, modify the NIT by amendment(s). The amendment will be notified at Tender Wizard or in writing or by Fax or by e-mail (to the bidder who has sought the clarification) as well as on REC's website for

information to all the prospective bidders. Such amendments, clarifications, etc. shall be binding on all the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

3. PREPARATION OF BIDS

A. General

It will be imperative on each bidder to fully satisfy themselves of the conditions and factors which may have an effect on rendering of services to the extent of the **scope of work** under this Bid Document. REC is not bound to entertain any request for clarifications from the bidders except the queries raised at the time of pre-bid meeting. It must be understood and agreed that such factors have properly been read, understood and considered by the bidder while submitting the bid. The bidder shall bear all costs and expenses associated with preparation and submission of its bid including pre-bid discussions and other presentations etc. and REC will not be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process. Failure to furnish any information required under the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

B. Invitation For The Bids

Bids will be submitted in two parts:

Part 1: Technical Bid shall consist of:

- a. Letter confirming acceptance of terms and conditions of the NIT as per **Annexure A**.
- b. All forms, annexures, enclosures, schedules etc. as asked in NIT as specified in **Annexure B**.
- c. All document, annexures, enclosures, schedules etc. as specified to in **Annexure C**.

Note: (i) All the supporting documents submitted in respect of Annexure A, Annexure B and Annexure C shall be submitted in hard copy properly identified (so as to identify against which Annexure the document is being enclosed) and sequentially numbered/arranged. All documents so enclosed should be signed by the authorized signatory of the bidder duly sealed/stamped. Unsigned or Unstamped bid may be liable for rejection. All the supporting documents should be submitted on or before the date of opening of the bid (Technical bid) in an enveloped superscribing "**Engagement as Retainer Counsel**".

Part 2: Financial Bid as per Annexure D (to be submitted online only).

C. Contents of Bidding Documents

The Bid Document shall mean and include this Notice Inviting Tender/NIT including all its

annexures, enclosures, forms, schedules etc. and shall include the corrigendum(s)/amendment(s) made from time to time.

D. Important conditions

- i. Bids containing deviations from provisions under the NIT will be considered as non-responsive and liable to be summarily rejected
- ii. Bidders may note that no deviation whatsoever in relation to the terms and conditions of the Bid Document shall be permitted by REC and therefore, the bidders are advised that while submitting their bids, these conditions may appropriately be taken into consideration, especially with respect to their effect.
- iii. Any conditional bids, not covering the entire Scope of Work shall be treated as incomplete and hence will be rejected. The bidders have to ensure that the bid is prepared in line with NIT including instructions to bidders. The bid/ proposal quality will be a reflection of the bidders' capabilities and interest in the assignment.
- iv. For the purpose of this NIT, the branch offices/regional offices/unit offices/zonal offices etc. of the law firms so bidding shall be deemed to be a single firm only. If any bid has been received from any law firm from any two or more of its branches/zones/regions etc., the highest of the bid so submitted shall be considered by REC with respect to that law firm/bidder.

E. Bid Submission

- i. All the bidders are required to submit their bids only in the manner and in the format provided for in the NIT. The price is to be quoted in Indian National Rupees (INR) only.
- ii. It may be noted that no extra charges/out of pocket expenses will be payable for any services to be provided to REC in New Delhi/Delhi NCR area in connection with this NIT. However in case of travelling outside New Delhi/Delhi NCR, the travelling entitlement will be as follows:
 - (a) **Senior Partners/ Partners:** Hotel entitlement/ Evaluation* as per General Manager level officers of REC;
 - (b) **Associate Partner/Senior Associate/Associates:** Hotel entitlement/TA/DA etc. will be regulated as per Manager level officer of REC.

F. BID VALIDITY PERIOD

The submitted bids shall remain valid for a period of **Six (6) months** from the date of opening of Bids.

In exceptional circumstances REC may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including fax).

G. e-Reverse Auction (RA)

REC reserves the right to conduct the e-reverse auction (if required) for the Financial Bid. The terms and conditions for such reverse auction event shall be as per the Acceptance Form

attached as **Annexure-E** of this document. The bidders shall mandatorily submit a duly signed copy of the acceptance form along with the tender document as a token of acceptance in the manner and format at Annexure-E. The acceptance form shall also be submitted in the envelope along with other supporting documents as mentioned in 3 (B) above.

H. DEADLINE FOR SUBMISSION OF BIDS

- i. Bids should be submitted strictly as per the terms of this NIT.
- ii. Bids submitted by Fax/e-mail or in any other mode other than in the manner provided in the NIT shall not be accepted. No request from any bidder to REC for collection of the bids from airlines, cargo agents etc. shall be entertained by REC.
- iii. Bids must be received by REC at the address specified in the DATA SHEET.
- iv. REC may, at its discretion, extend the last date of submission of the bid by the bidders by issuing a corrigendum to the effect thereto.

I. LATE BIDS

Any bid received after the time & date fixed or extended for submission of bids prescribed by REC, will be rejected and/or returned unopened to the bidder. Any request for acceptance of late submitted bid shall not be entertained by REC. Bidders are to ensure that their bids are submitted before fixed date & time to avoid dis-qualification of bid. As Financial Bid/Price Bid is required to be submitted online only, bidders are requested to plan accordingly to avoid delay in submission due to technical snag at last moment. *REC shall in no way be responsible for any of the prospective bidders' inability to submit the bids on time.*

J. MODIFICATION AND WITHDRAWAL OF BIDS

- i. The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by REC prior to the deadline prescribed for submission of bids. It is clarified that no request for modification will be entertained after elapse/expiry of deadline for submission of bids.
- ii. No bid shall be modified/withdrawn beyond the last date of submission of bids.

K. OPENING OF BIDS

- i. **Part 1 bid:** REC will first open Part 1 bid (Technical bid) in the presence of bidders' representatives who are present at the date & time of bid opening. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the REC and /or for other administrative reasons, the bids shall be opened at the same time and location on the immediate next working day or any other date or time as may be decided by REC.REC
- ii. **Part 2 bid:** Financial bids of bidders who score minimum **80% marks** in Part-1 bid (Technical Evaluation) will only be opened. Date of financial bid opening shall be intimated by REC only to the bidders who qualify in Part 1 bid and financial bid will be opened only for the Part-1 qualified bidders in presence of eligible & qualified bidder's representative who choose to be present on the venue, date & time of bid opening. The bidder's representatives present there, shall sign a register evidencing their attendance.

- iii. The bidder's name and price quoted by the bidder, and any other details as REC may consider appropriate will be read out at the time of opening of financial bids.
- iv. All bids especially Financial bid shall be opened on-line only.
- v. The bids shall be opened on the last day of submission of bids as specified in the DATA SHEET in the presence of the participating bidders present on that time.
- vi. REC will open bids in the presence of bidders' representatives (up to 2 persons per bidder) who choose to attend at the date and time for opening of bids. The bidders' representatives, who are present, shall sign in a register evidencing their attendance.
- vii. The bidders' names, bid prices, modifications, bid withdrawals and such other details as REC, at its discretion, may consider appropriate will be announced during bid opening.
- viii. No electronic recording devices will be permitted during bid opening.

L. CLARIFICATIONS

To assist in the examination, evaluation and comparison of bids, REC may, at its discretion, ask the bidder for a clarification pertaining to its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

M. REC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- i. REC will examine the bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order. If there is a discrepancy between words and figures, the amount in words will prevail.
- ii. REC may at its discretion waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. However, the same does not amount to vesting of any right with the bidders to seek modification/alteration/re-submission of the bid.
- iii. REC reserves the right to accept or reject any bid and to annul the entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for REC's action.

N. QUALIFYING/ELIGIBILITY CRITERIA FOR THE BIDDERS

The qualification and the eligibility criteria shall be as follows:

- i. The weightage shall be divided in to 2 parts 60% for Technical Qualification and remaining 40% for Financial Bids.
- ii. Upon receipt of the technical and financial bids from the prospective law firms (bidders) who has submitted the bids as per the format, REC shall evaluate the Technical Bids of the firms as per the methodology set forth herein as detailed in the format. The minimum eligibility criteria for consideration of financial bids shall be achievement of **80% marks** in the Technical qualification.
- iii. The Financial Bids of only those firms shall be considered, whose bids are technically qualified.

- iv. The bidder with the highest combined score (pursuant to reverse auction, if carried out) will be awarded the works.
- v. The evaluation criteria for Technical Bids are as detailed in the Annexure C as *Parameters For Technical Qualification*
- vi. ***Evaluation Criteria for engagement as Retainer Counsel under this NIT shall be as per QCBS modalities:***

Since quality of deliverables/service are very important in this NIT therefore successful law firm will be accessed through a QCBS modalities, with 60% weightage assigned for technical bid evaluation and 40% weightage allocated for financial bids evaluation. Those firms who score a minimum of 80% marks in the technical bid evaluation shall be eligible for consideration of the financial bids evaluation. The technical bid evaluation shall be done on the basis of document submitted as per Annexure-C

Table: QCBS EVALUATION PROCESS				
Sr.No.	Evaluation Round	Criteria	Allocation of Marks (in %)	Normalization process
1	Technical Evaluation	Document(s) as submitted for required parameters for technical qualification for Retainer Counsel Under QCBS as per Annexure-C	60%	<p>Normalization process for technical scores:</p> <p>The best technical proposal with highest technical score (Tmax) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:</p> <p>[St = 100 x T/Tmax, in which St is the technical score, Tmax is the highest technical score, and T is the technical score of bidder under consideration].</p>
2	Financial Evaluation	The financial proposal quoted in Price/Financial Bid excluding any taxes for Engagement as Retainer Counsel	40%	<p>Minimum Technical Qualifying marks would be 80% for further financial bids evaluation as below.</p> <p>Normalization process for financial scores:</p> <p>The lowest financial proposal (Fmin) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be</p>

				<p>determined using the following formula:</p> <p>[$S_f = 100 \times F_{min}/F$, in which S_f is the financial score, F_{min} is the lowest price, and F is the price of the proposal (in INR) under consideration].</p> <p>The financial proposal should be excluding any taxes.</p>
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O. GENERAL POINTS TO BE NOTED BY THE BIDDERS

- i. REC reserves the right to assess the ability and capability of the bidder to perform the assignment.
- ii. All the bid prices shall be in Indian Rupees only.
- iii. The quoted prices shall be **exclusive of GST/cess** etc. which shall be paid extra as per prevailing rates. TDS will be deducted by REC as per prevailing law and Tax Deduction at Source Certificate shall be issued to the Retainer Counsel/Litigation Counsel, as the case may be.

P. CONTACTING THE OWNER

- i. No bidder shall contact REC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- ii. Any effort by a bidder to influence REC, in its decisions on bid evaluation, bid comparison or contract award decisions, may result in rejection of its bid and REC will declare the bidder ineligible, for a period of time as deemed fit by REC, from participation in future tenders of REC.
- iii. Unsolicited clarification to the bid and/or change in price during its validity period would render the bid liable for outright rejection.

Q. AWARD CRITERIA and LETTER OF AWARD (LOA)

- i. The REC will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has received **HIGHEST SCORE IN QCBS EVALUATION PROCESS**.
- ii. Upon finalization and completion of the bidding process, REC will issue the letter of award for the Retainer Counsel to the successful bidder for the same.
- iii. The rates and the terms and conditions shall remain firm for a period of **one year** from the date of such letter of award or letter of empanelment as the case may be.
- iv. In respect of the Retainer Counsel, the services shall start immediately from the date of issue of the letter of award to the Retainer Counsel.
- v. The engagement of Retainer Counsel may be considered for a further period of another year, on the same terms and conditions, as REC may in its discretion think fit.

R. SIGNING OF PRE-CONTRACT INTEGRITY PACT

In line with CVC directions a pre-contract integrity pact to be signed between both the parties (REC and the selected bidder). The format for Pre-Contract integrity Pact will be shared with the selected bidder.

S. SHARING OF EXISTING INFORMATION

REC shall share the existing information including relevant documents in relation thereto the purposes of the scope of work of this Bid Document.

T. TERMS OF PAYMENT

- i. In case of the fees for the Retainer Counsel, the payment shall be made on monthly basis. The successful bidder shall upon engagement as Retainer Counsel shall submit the invoice/bills of the preceding month before the 5th of every succeeding month.
- ii. There will be no change of fee structure for a period of contact.
- iii. No advance shall be paid for any of the assignment.
- iv. Payments shall be subject to deductions of any amount for which the Service Provider is liable under the agreement as per this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.

U. USE OF CONTRACT DOCUMENT AND OTHER INFORMATION

- i. The Retainer Counsel shall keep all the knowledge, information, material, documents, company's policies, internal guidelines including but not limited to board resolution/shareholders resolution, any software/ any data termed as confidential etc. ("**Confidential Information**") which has been shared by REC for the purpose of carrying out the assignments under the NIT, strictly confidential for all time and for all purpose, unless required under law to do so.
- ii. The Retainer Counsel shall not without REC's prior written consent disclose any of the Confidential information to any person and any dissemination of confidential information shared by REC with the successful bidder without REC's prior consent shall render the contract liable for termination.
- iii. The Retainer Counsel shall not without REC's prior written consent, make use of any document, information in the documents etc. provided or shared with it by REC in the course of its assignment.
- iv. The Confidential Information shall always remain the property of REC and shall be returned (in all copies) to REC on-completion of the assignment if so required by REC.

V. TERMINATION OF THE CONTRACT

In case of poor performance by the Retainer Counsel, REC reserves the right to terminate the assignment for a part or whole of the assignment. Poor performance of the Retainer Counsel shall be analyzed based on any one of following:

- Delay in deployment of manpower
- Deployment of manpower which do not have requisite qualification, experience etc.
- Non adherence to timelines as may be determined by REC from time to time
- If Retainer Counsel fails to adhere to provisions of the NIT/ letter of award/letter of empanelment.
- Repeated occurrence in any of these instances shall entail termination of the contract.
- Any other reason as REC may determine.

REC - PCM

ANNEXURE-A

**LETTER CONFIRMING UNCONDITIONAL ACCEPTANCE OF TERMS AND
CONDITIONS OF THE NIT**

(In Bidders Letter Head)

To,

Rural Electrification Corporation Ltd.
Core IV, Scope Complex, 7 Lodhi Road,
New Delhi – 110003

Subject: Notice Inviting Tender No. _____ by REC.

Dear Sir,

With reference to subject mentioned NIT for Appointment/Engagement of Retainer Counsel and Empanelment of Law Firm(s) for engagement in Litigation Matters/Lender's Legal Counsel (LLC), we hereby confirm the following:

1. that we have read and understood all the provisions, terms and conditions of the subject mentioned NIT including in the schedules, annexures, etc.
2. that all the terms and conditions of the NIT are acceptable to us unconditionally.
3. if our bid is found to be unresponsive in terms of the NIT or any details submitted in connection with the NIT is found false/incorrect, the same shall be liable to be rejected.

Name and Signature of the Authorized Signatory

Designation:

Date:

Place

ANNEXURE-B

INFORMATION/CURRICULLAM VITAE OF THE TEAM TO BE DEPUTED FOR PROVIDING SERVICES AS RETAINER COUNSEL TO REC

The following members have been identified for providing services of Retainer Counsel to REC.

S. No.	Name	Position held in the Bidder Entity (Law Firm)	Area of Expertise identified**	No. of years' Experience
1				
2				
3				
4				

*To be submitted as supporting document.

** **Note:** Attach separate sheets mentioning the brief profile of the Law Firm along with the details of Partners/Associates to be deputed to show expertise.

The Team Leader will be Mr. _____.

The name of the Team Members to be deputed in REC: _____

Authorized Signature _____

Full Name _____

Date _____

ANNEXURE-C

PARAMETERS FOR TECHNICAL QUALIFICATION FOR RETAINER COUNSEL UNDER QCBS**Eligibility Criteria for submission of bids:**

1. The average turnover (for last three year) of the firm should be more than Rs. 100.00 Crore
2. Law Firm must have experience in the area of Stress Assets, Contracts, Disputes, Project Financing, Litigation, Advisory etc. as per scope of work/tender document
3. Law Firms must have office in Delhi/ NCR.

Evaluation Parameters

Sl. No.	Criteria	Sub Criteria	Prescribed Marks	Maximum /Total Marks
1	Average Turnover for last three years	More than Rs. 100 Crore (Duly supported by Auditor Certificate)	10 marks for Rs.100.00 Crore and 1 mark for every 10 crore thereafter subject to maximum 15 marks	15
2	Firm Experience	<p>Experience of the Firm in the area of Stress Assets, Contracts, Disputes, Project Financing, Litigation Advisory, Corporate Laws</p> <p>Should have atleast one partner/one unit/branch with atleast 4 associates in each of the following practice areas:</p> <ol style="list-style-type: none"> 1. Project Finance, Corporate Laws, Banking and Finance, Contracts, Competition and Antitrust Laws 2. Litigation, Stress Assets, Dispute Resolution, Debt Recovery, Company Laws, Insolvency Laws and Consumer disputes etc. including General laws. <p>Proof of relevant experience along with details of man power may be submitted.</p>	25	25

		(Mandate/work order/completion certificate etc. of the relevant work may be provided for work experience)		
3	Partners Experience	<p>Experience of 2 Partners (who will be associated/leading the team for REC assignment) having experience of more than 15 years one each in the following areas:</p> <ol style="list-style-type: none"> 1. Project Financing, Corporate laws Banking and finance, Competition and Antitrust Laws 2. Litigation, Stress Assets, Dispute Resolution, Debt Recovery, Company Laws, Insolvency Laws Consumer disputes etc. including General laws <p>Certificate of experience of the Partners with details of work done/achievement made may be provided.</p>	10 marks for each partner (Total 20)	20
4	Associates Experience	<p>Relevant experiences of the Associate Partner/Senior Associate (minimum 10 years' experience) one associate each to be attached to each of the Partner.</p> <p>Certificate of experience of the Associates Partners/Senior Associates with details of work done/achievement made may be provided.</p>	10 marks for each (Total 20)	20
5	Presentation of the firm	Presentation of the law firm as regards its experience and practice areas. Preference will be given to the firms working in the practice areas as mentioned above.	20	20

Preference will be given to the firms have relevant experience in Power Sector. Recent Work Orders issued will be considered.

Technical bid weightage- 60%

Price bid weightage – 40%

Minimum Technical Qualifying marks -80%

ANNEXURE-D**FORMAT FOR PRICE/FINANCIAL BID****(To Be Submitted Online Only)****Engagement as Retainer Counsel**

Description	Quoted amount (excluding GST/tax) (Amount in Rupees)	GST Rates (in %)
(A)	(B)	(C)
Monthly fees for rendering of Retainer Counsel services as per scope of work and terms of NIT		

Please note that for travel outside Delhi/NCR, the charge of TA/DA will be paid as mentioned in Clause 3.E (ii) of the NIT.

Note:

- Prices quoted are in Indian Rupees only. The pricing should be as per the REC requirement inclusive of all envisaged costs apart from GST. GST should be exclusive of the above cost and must be quoted separately.
- Quoted Price in the financial bid should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.
- The financial bid shall be valid till 6 months from the date of opening of the bid.
- Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by REC unless such a tax, duty or levy has been newly introduced and notified by the Govt. post Bid submission date.
- Normally applicable GST rate shall be same in case of all the bids. However in case of difference, the same will be taken as may be ascertained by REC and will be acceptable to Bidder.

ANNEXURE-E

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(In Bidders Letter Head)

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, REC intends to use the reverse auctions as an integral part of the entire tendering process.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. REC shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. REC decision to award the work would be final and binding on the bidders.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of REC, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction, failing which REC will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of REC.
6. In case of intranet medium, REC shall provide the infrastructure to bidders. Further, REC has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by REC.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder.
10. No requests for time extension of the auction event shall be considered by REC.
11. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

ANNEXURE-F

Bidder Help Manual for E-Bidding

HELP LINE TO VENDORS

CONTACT Persons:

E – Tenderwizard:

Landline:-

1. Help desk No - 011-49424365, twhelpdesk680@gmail.com
2. Sh. Sandeep- 8800496478, twhelpdesk592@gmail.com
3. Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

Step 1: Registration Process

Website address: www.tenderwizard.com/REC

Click on “TenderFreeView” to see (view and download) all the tender notifications and corrigendum’s.

Click on “Register Me” Hyperlink and get your User Id and Password.

(Certain special chars like ~ ` ' # \$ % & * ! () ; \ / ? " : < > + - { } [] are not allowed in the company id or any key attributes).

Once you fill all the details asked by “Register Me” form and obtain your password, contact

the Office of TenderWizard to enable your User ID. Mail Registration acknowledgement to helpdesk email twhelpdesk680@gmail.com.

After this, vendor can key in their User Id and Password and get successful entry in to t he application. It will take 24 working hours to activate the account.

STEP 2: Participation

Vendor should login with his USER ID and PASSWORD

After Successful entry into the application click on hyperlink “UnApplied” to see the tender. By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.

On this screen (UnApplied) you will find various gif’s on the left hand side. Click on



“Edit form” gif and see all the documents attached. Please download these documents and

go through them.

Once you have gone through the entire tender document and you wish to participate in the tender click on  “Request Tender Form” gif. And then click on “Submit”.

Now once you have requested for tender documents click on “In Progress” stage. You can see the status as “REQUESTED”. Submit your bids.

Note: - will send you forms (Electronic Financial bid & Technical bid sheets).

You will get excel file “Price Schedule Sheet.xls” along with other documents. Firstly, you need to download this document by clicking on hyperlink “Click here to Download Empty Document.” Then Save the file with the same file name

Note:-

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in Yellow cells only.

STEP 3:

Submission

Vendor should prepare the scanned copy of DD (EMD)

EMD Submission: Click on “Click here to enter EMD Details and Attach Scanned Copy of

EMD”. Fill all the fields provided in that sheet and press on “Scan” button to attach the scanned copy of the EMD.

Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on “Click here to Upload filled File”.

Reminder:

Price Schedule Sheet should be uploaded by using “Click here to Upload filled File “. All other supporting documents could be uploaded using “Click here to Attach General Documents” link provided below.

Please don't change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account .

1. In the left hand menu click on Document Library, general document page will appear

2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.
4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

To change the description and attachment name for the uploaded file use Update existing

file button

Note: This is for altering the description and attachment name only

Section 1.02

Section 1.03 Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

1. Go to *Click here to Attach General Documents* –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.

Note: You will see all the red colored links changing to black color, when you have uploaded.

A) Price Schedule Sheet or price bid

B) EMD details

- i) **Once you fill the above documents only then you will able to submit the tender**

by clicking on the “Submit the Tender Form” button before the tender closing date and time.

STEP 4:

Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

STEP 5:

OPENING

After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.

To view the opened tenders click on the “Opened/Awarded” link then click on edits form



to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

If you do not get the submitted status and token number, contact tendering authority well in advance. REC is not responsible for tender's not submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.

If any queries please contact REC Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.