

REC Transmission Project Company Limited
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.
A Government of India Undertaking)

Bid Document

For

**Preparation of DPR for Centralized Distribution Monitoring Solution for
11 kV Rural Feeders by acquiring data through Meter Data Acquisition
System & Integration with National Power Portal**

By

REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Limited)
#12-21, Upper Ground Floor,
Antriksh Bhawan, 22, K G Marg,
New Delhi - 110 001

Tender No. RECTPCL/BD-FM/2015-16/1

Last date for submission of Technical and Financial Bids is

10.03.2016 at 14:00 Hrs. (IST)

Date for opening of Technical Bids is

10.03.2016 at 16:00 Hrs. (IST)

(This document is meant for the exclusive purpose of inviting bids and shall not be transferred reproduced or otherwise used for purposes other than that for which it is specifically issued)

Date of issue of tender: 24.02.2016

Note:-

1. Technical and financial bids are to be submitted online only.
2. Supporting documents of Technical Bid, EMD, copy of bid document duly stamped and signed to be submitted in sealed envelope

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1 INSTRUCTIONS TO BIDDERS

The agencies/bidders are advised to study the Bid document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

Submission of the Bid:

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

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

Interested Agencies/Bidders/Consultants can download Bid document from the RECTPCL website i.e. <http://www.rectpcl.in> or www.recindia.com and e-tendering regd. link is given in RECTPCL website i.e. www.tenderwizard.com/REC.

(Note: To participate in the e-Bid submission, it is mandatory for the agency to have a user ID & Password. For this purpose, agency has to register them self with REC/RECTPCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token for applying for the e-Bid. In this connection, agency/agency may also obtain the same from tender Wizard.)

B. Steps for Registration:

- i. Go to website "<http://www.tenderwizard.com/REC>".
- ii. Click the link 'Register Me' or 'New User? Sign Up'
- iii. Enter the details about the E-tendering as per format.
- iv. Click 'Create Profile'.
- v. Bidder will get **Login ID and Password**.

C. Steps for application for Digital Signature from Tender Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided therein. In case of any assistance, you may contact RECTPCL officers whose address is given at the Bid.

Bid is to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

All the documents should be addressed to:

Addl. Chief Executive Officer
REC Transmission Projects Company Ltd.
12-21 UGF, Antriksh Bhawan, 22 KG Marg,
New Delhi-110019

Subject: Bid for Engagement of Agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal

Dear Sir,

With an average AT & C loss of around 22%, major reforms in the Power sector, especially in Distribution Sector are required in order to keep up the desired economic pace. The major challenges in this segment are; Access and Quality of power, Lack of Information about actual quantity and quality of power supply to the consumers, absence of adequate support infrastructure of meters/modems on the feeders/DTs/Consumers etc. While Billing and Meter Data Acquisition system is being set up in urban areas under RAPDRP / IPDS, there is need to gather data of rural areas so as to get holistic view of Power Distribution Performance in the rural segment.

In the above perspective, there is an urgent need to improve not only the availability/quality of power supply for rural areas of the country but also to monitor the actual distribution parameters - supply, outages, energy audit and AT&C losses, on a Real time basis with the following benefits in sight:

- ✓ Availability of automated data such as Power supply hours, energy billed/energy realised
- ✓ Bring transparency
- ✓ Improve customer satisfaction
- ✓ Bring commercial viability
- ✓ Increase employee productivity
- ✓ To capture Power Outage data
- ✓ Improve Power Quality
- ✓ AT & C loss reduction

In order to achieve above benefits/targets and have sustainable commercial operations of electricity distribution, a proper monitoring of metering arrangement at feeders, distribution transformers and Consumer end is required, which can be achieved by providing an appropriate Meter Data Acquisition System. However, in the first phase, it is proposed to complete metering of 11 kV feeders and capture the data on real time basis. The integration of DT metering and Consumer metering with the same to capture the real

time distribution parameters can be done in subsequent phases.

In order to achieve the above objectives, it is proposed to set up separate Centralized Distribution Monitoring Solution for 11 kV rural feeders in the first instant. The feeder meter will be connected at the 11 kV feeder by GSM/ GPRS modem for remote collection of all the readings at Central Level.

The data shall be brought to Central level and shall be stored in Servers where MDAS/MDM shall be installed. All the users viz. States, Discoms, MoP and other stakeholder can access the data through web portal.

Prime Objective:

Prime Objective of Meter Data Acquisition System (MDAS) is to acquire meter data from meters of all rural 11 kV feeders for;

- a. System Performance Monitoring & Decision Support
- b. Network Analysis & System Planning
- c. Monitoring & collecting data of Energy usage, Billing, Customer relation management, Outage detection & notification
- d. Monitoring Energy flows in Energy Supply Chain to provide information for Energy Auditing
- e. Measurement of System Reliability e.g. SAIFI, SAIDI, CAIDI, ASAI etc.
- f. To measure quality of power supply (Voltage, Frequency & Power Factor)
- g. Analysis pertaining to network Load Factor and Load Loss Factor

Above objectives shall be mapped and monitored through a web portal which shall be designed to bring metering information together from all the meters in a uniform user friendly manner. Each meter shall display information that will be configured and governed by system administrator. Further rights shall be distributed as per requirement of users. Centre and all the State/DISCOMs shall have access to all the data captured at MDAS/MDM.

Proposed Features of MDAS:

- a. AMR data collection from Feeder Meters and pooling it to central Cloud / DC Server.
- b. Generation of alarms and notification based on system condition and validation logic.
- c. Feature for schedule/batch mode reading of Energy Usage parameters including instantaneous load, billing, load survey, event and flags logging etc.
- d. Use of user defined dashboard.
- e. Reports based on above mentioned parameters for Feeders.
- f. Support for automated rule based data validation, editing and estimation

- g. Data collection and storage in a user friendly common data structure format with compliance to standards like MIOS, DLMS etc.

The Scope of Work, Eligibility Criteria, Deliverables, Selection procedure and criteria, terms of payment, other terms and conditions etc. are given below:

2 SCOPE OF WORK

2.1 Preparation of DPR

As per the requirement of assignment, the proposed DPR shall mainly include (but not limited to) following components: -

- To explore the various ways to bring the 11 kV feeder meter data to Central server, integration with National Power Portal (NPP), access to various stake holders like, MoP, CEA, REC, NIC, States, Discoms etc. This will include the detailed comparative study, analysis and conclusion related to various available options for implementation of the program with desired outcome including cost benefit analysis of various options.
- Assessment of adequacy of existing system at State/Discom level, if any and requirement of refinement/improvement.
- Preparation of BoM/BoQ.
- Implementation time frame.
- Challenges, risks in implementation and their mitigation plan.

To ascertain the quantity of modems, the data regarding present status of feeder meters, modem etc. shall be provided by RECPTCL to the agency.

RECTPCL shall also coordinate with various Service Providers to assess the Network Bandwidth/ signal strength in the location of 11 kV feeder Sub-stations and this data shall also be provided to agency.

Based on scope of work and above mentioned data, agency shall prepare the comprehensive Detailed Project Report (DPR) covering all aspects including but not limited to meters, modems, communication of remote modems with central server, network signal challenges, Cloud/Server, integration with stakeholders, report generation as per objective, MDAS challenges, data transfer challenges, Application challenges, Interface Challenges etc. and ways to mitigate these challenges.

2.2 Discussions & Presentations

The Agency shall participate, interact / discuss as required, including making / attending presentations to RECTPCL/Ministry of Power/ any committee nominated by MoP during preparation, finalization and approval of DPR. The agency will also carry out the changes in the DPR as per the suggestions of RECTPCL/Ministry of Power/ any committee nominated by MoP without any additional financial implications to RECTPCL.

3 TIME SCHEDULE FOR COMPLETION OF THE WORK

The tentative time period for completion of assignment would be 5 weeks from the date of issuance of Letter of Award by RECTPCL. However, the same may be extended till completion of the scope of work without any additional cost to RECTPCL.

The agency is required to complete work as per the scope of work and submit the report as per the following schedule:

- Three (6) draft copies of the Detailed Project Report (DPR) in RECTPCL prescribed format within **four (4) weeks** from the date of the Letter of Award (LOA).
- Three (3) copies of Final DPR incorporating the changes suggested by RECTPCL within **one (1) week** from the intimation of the changes.
- All raw data for all the studies/ reports/ surveys shall also be submitted with Final Detailed Project Report.

4 ELIGIBILITY CRITERIA

- i) The bidder should be a Company incorporated under Companies Act, 1956. The bidder must be in operation for last five FYs. No consortium of JV is permitted to participate in the bidding process.
- ii) The Consulting Organization must have minimum cumulative turnover of Rs. 5 Crore in last three FY from consulting business along with positive net worth for these FYs. The bidder must provide certificate from its Statutory Auditor in this regard.
- iii) The Bidder must have fully operational office/ Head Office/ Branch Office in Delhi/NCR.
- iv) The Consulting Organization must have experience of preparing DPR for IT enablement project or experience of Meter data acquisition system of min. value of 20 Cr. for any power Utility in India.

- v) The consulting Organization must have consulting experience of R-APDRP - Part-A, R-APDRP-Part-B or RGGVY or DDUGJY or IPDS or similar assignment in last 5 (five) years.
- vi) The Consulting organization must have the requisite resources in terms of infrastructure and manpower to perform the assignment.
- vii) The Agency is required to submit the documentary proof (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) for meeting the eligibility criteria up to satisfaction of RECTPCL.

Note: The detailed Bid Evaluation Methodology is described in subsequent section of Bid Document.

5 PROPOSED TEAM

The Consulting Organization must have following personals on their pay roll;

Sr. No	Details of Personnel	Minimum Experience (Years)	Experience Description
1.	Technical Expert -1	10 Years or More	The Technical Expert-1 must have experience in the field of Power Distribution including MDAS & IT enablement projects
2	Technical Expert-2	7 Years or More	The Technical Expert-2 must have experience in the field of Power Distribution including MDAS and IT enablement projects.

Note- Experience Cutoff date is issue of Tender Document.

6 PERIOD OF ENGAGEMENT

The active period of engagement would be till the completion of all the activities as per the scope of work but Agency shall be required to extend their support during execution of project in case it is required to do so and the same shall be decided by RECTPCL. Further, the time period may be extended based on mutually discussion keeping in view the constraints being faced during execution of the assignment if required without any additional cost to RECTPCL.

7 DELIVERABLES

- The Agency shall submit progress report for all the works/ studies/ survey/ supervision every week as per the format mutually agreed upon.
- Draft Detailed Project Report (DPR) with maps & computer study output results **(3 Hard copies + 1 Editable Soft copy)**.
- Submission of Final DPR with maps & computer study output results incorporating the changes suggested by the RECTPCL (3 Hard copies + 1 Editable Soft copy).
- All raw data for all the studies / reports shall also be submitted.

8 BASIS OF OFFER

8.1 Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than service tax as may be applicable for complete scope of works as indicated in Form-6.

8.2 The price quoted by the bidders shall be on Fixed Price basis. No escalation for any reason whatsoever shall be allowed over and above the bid price. Service tax, if any, and educational-cess or any such tax/levy calculated as a percentage of the service tax at applicable rates, on the date(s) of payment(s) shall be paid over and above the bid price. Income tax at source will be deducted by RECTPCL as per the applicable law and regulation and TDS certificate shall be issued to the successful bidder by RECTPCL.

8.3 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to RECTPCL.

8.4 All expenses including all travel, boarding & lodging expenses, etc. incurred by the agency for carrying out all the activities as per scope work will be borne by the agency and RECTPCL will not take any responsibility whatsoever on this account.

9 SUBMISSION OF BID

The EMD (Earliest Money Deposit) is to be submitted by all the participating bidders of an amount of Rs **25,000/- (Rs. Twenty Five Thousand only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-I**" or Bank Demand Draft drawn in favor of REC Transmission Projects Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

9.1 The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" must be submitted separately in the following manner:

- i) **Envelope** sealed and marked as "TECHNICAL PROPOSAL for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal." from ----- (Name of the Bidder) should contain following:
- a. Hard Copy of EMD
 - b. The agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
 - c. The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorised signatory and authority letter as per Form-5.
 - d. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) to be provided in support of past experience.
 - e. Documentary evidence in respect of Technical Expert-1 and Technical Expert-2 as detailed under **Clause no. 5**.

RECTPCL may call for any clarifications/ information if required.

This envelope should not contain any cost/price information, whatsoever.

The Forms mentioned in **Clause 9.1** above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorised representative of the bidder, which shall constitute the bid.

Note- 1 Scanned copy of all relevant documents related to "Technical Proposal" and proof of EMD are necessarily to be submitted within due date and time through e-Tender Portal.

Note-2 - Financial bid to be uploaded in the specific format designed & same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded therein through digital signature.

- 9.2 Above mentioned sealed envelopes mentioned at **Clause 9.1** is to be submitted latest upto 14:00 Hrs (IST) on 10.03.2016 at the following address:

Sh. Bhupender Gupta
Addl. CEO-RECTPCL,
REC Transmission Projects Company Limited
12-21 Upper Ground Floor, Antriksh Bhawan,
Barakhamba Road,
New Delhi – 110001
Tel: 011-47964705, 479647208

9.3 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in RECTPCL as regards to this bid after the submission of the bids, apart from communications by RECTPCL in writing, and any agency doing so shall be summarily rejected.

10 BID OPEINING AND EVALUATION OF PROPOSALS

10.1 Opening of Technical Proposal

The Technical Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present. The Technical proposal would be opened on **10.03.2016 at 16:00 Hrs (IST)**.

10.2 Responsiveness check

The check will be with respect to the following:

- i) The Agency should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- ii) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by authorised signatory and authority letter as per Form-5.
- iii) Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) to be provided in support of past experience.
- iv) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per Form-3.

10.3 Evaluation of Proposal

Total Marks: 100

The bidder's relevant experience in the past five years (from Indian FY 2009-10 onwards including the current Financial Year till date of issue of the tender) will be considered. Experience of the bidders would be evaluated on the following basis:

S.No.	Particular	Scoring Criteria
1.	<p><u>Experience of Similar Assignments</u></p> <p>The bidder must have undertaken and successfully completed Minimum 2 assignments in Category-1 or Category-2 & 2 assignments in Category-3 to be considered for evaluation</p>	<p>Category-1: 10 marks for each assignment undertaken for Preparation of DPR for IT enablement project of min. value of 20 cr. for any power Utility in India (Maximum Projects: 3)</p> <p>Category-2: 5 marks for each assignment of Meter data acquisition system (MDAS) (Maximum Projects: 2)</p> <p>Category-3: 5 marks for each assignment of Consulting experience of R-APDRP-Part-A, R-APDRP-Part-B or RGGVY or DDUGJY or IPDS (Maximum Projects: 4)</p> <p>Total Max Marks: 60</p>
2.	<p><u>Presentation to be made to RECTPCL</u></p>	<p>Extent and depth of domain knowledge of the organization relevant to the assignment - 15 marks</p> <p>Execution plan for the assignment - 15 marks</p> <p>Adequacy and suitability of team members proposed to be employed- 10 marks</p> <p>Total Max Marks: 40</p>

The bidders must obtain **minimum 30 marks in total for Sr. No. 1 (apart for meeting criteria for individual requirement)** in order to qualify for making the presentation to RECTPCL. Any bidder scoring less than 30 marks will not qualify for making presentation. The Financial Bids of such bidders will not be opened under any circumstances.

After making technical presentation to RECTPCL, the Bidder obtaining **70 marks or more in total** would be regarded as technically qualified Bidder and considered for opening of "Financial Proposal". RECTPCL may call for any clarifications/ information if required.

10.4 Opening of Financial Proposal

"Financial Proposal" would be opened only of the technically qualified bidders. The date and time of opening of Financial Proposal would be intimated to the Bidders qualifying at Technical Evaluation stage separately. The Financial Proposal will be opened in the presence of the authorized representatives of the bidder's, who wish to be present. Financial Proposal of other bidders not technically qualified will not be opened.

10.5 Evaluation of Financial Proposal

The assignment will be awarded to the technically qualified agency who has quoted lowest lump sum price, in Indian Rupees, without condition(s) or alternate price bid. Conditional Financial Proposals will be rejected out rightly.

11 CONTRACT PERFORMANCE GUARANTEE

In the event of an award, the selected agency, within seven (7) days of issue of Letter of Award from RECTPCL, will be required to arrange submission of CPG in the form of Demand Draft or Bank Guarantee (BG), as per RECTPCL's proforma, equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be kept valid upto 8 (eight) months from the Letter of Award which may be extended further if demanded by RECTPCL.

12 LIQUIDATED DAMAGES

The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

In case of continued non-satisfactory performance, RECTPCL has the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECTPCL. Also, RECTPCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

13 CONTRACT AGREEMENT

- 13.1 In the event of award, the selected agency will be required to enter in to a Contract Agreement with the RECTPCL within 7 (seven) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the RECTPCL.
- 13.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by RECTPCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the selected agency from Delhi State.
- 13.3 The Agreement will be signed in two originals and the selected agency shall be provided with one signed original Agreement.
- 13.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- 13.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

14 VALIDITY OF BID

The bidder shall keep their bids /proposals valid up to 90 (Ninety) days from the last date of submission of the bid. The bidder may be required to further extend the validity of Bid as per the requirement of RECTPCL.

15 TERMS OF PAYMENT

Payments would be made as per the following stages:

Sl. No.	Description	Payments as % of Lump Sum Price
i)	Submission and acceptance of Draft Detailed Project Reports by RECTPCL	40%
ii)	Submission of the Final Detailed Project Report	40%
iii)	Acceptance of Final DPR by Ministry of Power/ any other committee nominated by Ministry of Power	20%

- 15.1 The selected agency shall submit the bills in duplicate to RECTPCL addressed to ACEO, RECTPCL, indicating the stage achieved, out of the ones indicated above.

15.2 All expenses including travel expenses incurred by the Agency for carrying out all the activities as per scope of work will be borne by the Agency and RECTPCL will not take any responsibility whatsoever on this account.

16 OTHER TERMS & CONDITIONS

16.1 The financial proposal by the agency shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.

16.2 The selected agency shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by RECTPCL on specified dates, venues and time in order to meet the obligations of RECTPCL.

16.3 All claims shall be raised by the selected agency as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.

16.4 In case there is a delay by the selected agency in accomplishing the work as per scope of work which in the opinion of RECTPCL is attributable to the selected agency, RECTPCL reserves the right to get such specific work(s) done through any other Agency(s) at the risk and cost of the selected agency for timely completion of the work.

16.5 In case the performance of the proposed team member(s) is not satisfactory, the agency will be asked to change/replace the team member(s) within three days of receipt of such request from RECTPCL with a member acceptable to RECTPCL.

16.6 RECTPCL with the approval of CEO cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.

16.7 Given the nature of the work being entrusted, the agency would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the agency could be terminated.

16.8 If due to any reason or decision of the Govt/RECTPCL, the Assignment is dropped and the agency is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the RECTPCL and shall be decided by mutual discussion, decision of CEO-RECTPCL in this regard shall be binding.

16.9 Conflict of Interest: Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by RECTPCL or above all enable them to pose a threat to RECTPCL's consulting business in future. Without limitation on the generality of the foregoing, organisations would not be hired, under the circumstances set forth below:

a. Organisations who have business or family relationship with member(s) of RECTPCL's employees or persons positioned in or on the Board of these two organisations by whatever process, would not be engaged. A declaration to this effect would be taken from the organisation when being engaged, and if found incorrect, the organisation would be debarred from any further engagement by RECTPCL ever.

16.10 The selected agency shall keep RECTPCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by RECTPCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected agency, or its personnel.

16.11 No offer should be sent by Fax or E-mail.

16.12 Offers received in the designated office after the due time and date mentioned above shall not be considered.

16.13 RECTPCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.

16.14 RECTPCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

For and on behalf of REC Transmission Projects Company Ltd.

Addl. Chief Executive Officer

Encl.: As above

FORM - 1: COVERING LETTER

TO Addl. CEO, RECTPCL

Sir,

Sub: Selection of agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal

We _____ (Name of agency) herewith enclose Technical & Financial proposal for “**Selection of agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal**”.

1. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) The Covering Letter (Form-1) in which the agency inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
 - b) Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorised signatory and authority letter as per Form-5.
 - c) Details of past experience in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) in support of past experience.
 - d) Details of key personnel proposed to be deployed as per format provided at Forms-3&4.
 - e) Letter of Authority in favor of the Authorised signatory submitting the Bid as per Form -5.
 - ii) **Price Offer** (as per format provided at Form 6 of Bid document) uploaded on e-Tender Portal.
2. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.
3. We declare that the quoted lump sum price is Bidder and shall remain valid for the entire period of the assignment. We further declare that the above quoted lump sum fee includes all taxes (excluding service tax), duties & levies etc. payable by us under this assignment.
4. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.

5. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 90 days from the date of submission of bid.
6. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total consultancy fee in the form of bank guarantee or Demand Draft shall be provided by us as per the prescribed format in case of placement of award.
7. We hereby declare that only the company, persons or Bidders interested in this proposal as principal or principals are named herein and that no other company, person or Bidder other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
8. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
9. We confirm and certify that all the information / details provided in our bid are true and correct.
10. We give our unconditional acceptance to the Bid Documents issued by RECTPCL and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
11. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
12. We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.
13. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organisations/clients and also do not have business or family relationship with member(s) of RECTPCL's employees or persons positioned in or on the Board of these two organisation by whatever process and if found incorrect, we may be debarred from any further engagements by RECTPCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the

bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with RECTPCL for a period of maximum three years from the date of such disqualification.

15. Further, we undertake that in the event of our appointment, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the organisation would be terminated.

Signature of Authorized Person

Name

Designation & seal

Date:

Place:

Form - 2: EXPERIENCE OF AGENCY

1. Brief Description of the Agency:
2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Date of Completion	Value of Assignment (INR Crore)
1						
2						
3						

1. It is hereby certified that the above mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

List of documents attached:

- 1.
- 2.

Signature of Authorized Signatory

Full Name

Note:

Address

1. The Agency's relevant experience from FY 2009-10 onwards till date of issue of Tender shall be considered.
2. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.
3. Please attach copy of documentary proof of satisfactory completion for assignment(s) handled from Client(s).

FORM - 3: COMPOSITION OF TEAM TO BE DEPLOYED

Sr. No.	Position	Name	Father's Name	Contact No	E-mail
	Technical Expert-1				
	Technical Expert-2				

Signature of Authorized
Signatory

Full Name

Address

Form – 4: CURRICULUM VITAE FOR EACH MEMBER OF AGENCY’S TEAM

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organisation: _____

Educational Qualification: _____

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by ‘excellent’, ‘good’ or ‘poor’)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to disqualification of the Bidder.

Signature of Team member

Full Name

Date

Signature of Authorized Signatory

Full Name

Address

Form - 5: AUTHORISATION LETTER

(ON THE LETTER HEAD OF THE AGENCY)

I _____ certify that I am _____ of the Agency, organised under the laws of _____ and that _____ who signed the above Proposal is authorised to bind the agency by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

Form – 6: SCHEDULE OF PRICE BID

(To be submitted as Financial Proposal in Second Envelope)

Sub: Selection of agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal.

I _____ (Name) on behalf of _____ (Name of the agency) herewith submit the Financial Proposal for **“Selection of agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal”**.

	Description	Bid Price (INR)	Service Tax %	Total Price (INR)
	Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal	Lump sum (Including Taxes & Duties)		
	Total(In Words).....		

Note:

1. The price offer for the Assignment should be quoted on lump sum basis including, all taxes and duties applicable at the time of bid submission excluding Service Tax. Service Tax is required to be quoted separately. Payment of Service Tax shall be made at actuals at the time of payments to the agency by RECTPCL. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
2. The agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the agency without any additional cost to RECTPCL.
3. Income tax at source will be deducted by RECTPCL as per the applicable law and regulation and TDS certificate shall be issued to the Agency by RECTPCL

4. All expenses including travel expenses, boarding & lodging expenses, etc. incurred by the selected agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected agency and RECTPCL will not take any responsibility whatsoever on this account.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Seal

Authorised Signatory

Full Name

Address

Form of Contract Performance Guarantee

Performa of Contract Performance Guarantee (With due stamp duty if applicable)

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

REC Transmission Projects Company Limited,

India

In consideration of REC Transmission Projects Company Limited having its Office at _____(hereinafter referred to as "RECTPCL" which expression shall unless repugnant to the content or meaning thereof include all its successor, administrators and executors) and having entered into an agreement dated _____ issued Purchase Order No. _____ dated _____with/on M/s _____ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators and executors).

WHEREAS, the Agency having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ Purchase Order No. _____ dated ___ and RECTPCL having agreed that the Agency shall furnish to RECTPCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (Ten Percent)(or the percentage as per the individual case) of the value of the Purchase Order i.e. _____.

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 Agency) in cover of Performance Guarantee in accordance with the terms and conditions of the Agreement/Purchase Agreement Order.

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

this bank guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must received by us on or before expiry 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

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this ____ day of _____ 2015 by

(Name of the Bank)

having one its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Transmission Projects Company Ltd., registered under the Companies Act, 1956, having its office at _____ (hereinafter called "RECTPCL") which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender vide their Tender Notice No. _____

_____ Dated _____ to be opened _____ on

_____ AND _____ WHEREAS M/s _____

(Name of Tenderer)

having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECTPCL a Bank Guarantee for a sum of Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____

(Name of Bank)

have at the request of the tenderer agree to give RECTPCL this as hereinafter contained. NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECTPCL during the period of validity as mentioned in the Tender or any extension thereof as RECTPCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECTPCL, New Delhi on demand without demur to the extent of Rs. _____ Rupees _____ only).

We further agree as follows:-

1. That RECTPCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECTPCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECTPCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECTPCL or any indulgence by RECTPCL to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECTPCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECTPCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Note: - The date shall be thirty (30) days after the last date for which the bid is valid.

CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of _____, 2016, between:

REC Transmission Projects Company Limited (a wholly owned subsidiary of Rural Electrification Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at Core-4, Scope Complex, Lodi Road,

New Delhi - 110006 hereinafter referred to as "Owner" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

_____ having its office at _____ herein after called the "Agency" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of selection of an agency for **"Selection of agency for Preparation of DPR for Centralized Distribution Monitoring Solution for 11 kV rural feeders by acquiring data through Meter Data Acquisition System & Integration with National Power Portal"**.

AND WHEREAS the Owner is intending to hire an experienced and qualified Agency who has undertaken similar projects and is capable of providing "Services".

AND WHEREAS the Agency, have represented to the Owner that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Agency, the Owner has agreed to appoint the Agency to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Agency.
- (c) "Agency" means _____.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the agency has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.
- (k) "Services" means the works to be provided/performed by the Agency for completion of various tasks as described in Letter of Award (LoA) hereto;

(l) "Starting Date" means the date referred to in Clause 3.3 hereof;

(m) "Third Party" means any person or entity other than the Owner and the Agency.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

The Agency shall render/perform services in Delhi/ NCR or as intimated by RECTPCL for satisfactory completion of the assignment.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner and the Agency have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the agency shall not have any claim against the Owner.

b) In case the contract is rendered null and void on account of failure/inaction on the part of the agency, the agency shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Agency shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the agency has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Agency.

The Owner shall issue the "No claim certificate" after being satisfied that the Agency has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

4.0 Contract Performance Guarantee

4.1 The Agency within 7 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Demand Draft or Bank Guarantee as per Performa attached in bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid till six (6) months from the completion of Assignment.

4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.

4.3 The Performance Guarantee will be returned to the Agency without any interest at the end of the Guarantee Period.

5.0 OBLIGATIONS OF THE AGENCY

5.1 Standard of performance

The Agency shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in award of project. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third Parties.

5.2 COMPLAINTS WITH RULES AND REGULATIONS

The Agency agrees that it shall be responsible and liable to comply with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 CONFLICT OF INTEREST

The agency shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

5.4 Benefit from Commissions, Discounts etc.

Payment to the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

5.5 Agency and Affiliates not to be otherwise interested in Project

The Agency agrees that, during the term of this Contract, the Agency, Personnel and/or any entity affiliated with the Agency shall not provide services resulting from or directly related to the Agency's Services to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Agency or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Agency

The Agency shall take out and maintain, at its own cost, insurance against risks etc.

5.8 Liability of the Agency

The Agency and each of his Members (agency personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Agency or his members in such performance, subject to the following limitations:

- (a) The Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Agency or its Personnel; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Documents Prepared by the Agency to be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Owner, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

6.0 AGENCY'S PERSONNEL

6.1 Agreed Personnel

The Agency hereby agrees to engage the personnel in order to fulfill his contractual obligations under this contract.

6.2 General

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

6.3 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:
 - (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Agency shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the Agency under this Contract, the Owner shall make to the Agency such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE AGENCY

8.1 The cost of services payable in Indian Rupees is set forth in **LoA**.

8.2 Mode of Payment

Payments will be made by the Owner to the agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Agency shall submit the bills in duplicate to RECTPCL addressed to Addl. CEO, RECTPCL.

8.4 The Owner shall cause the payment of the Agency as per the above given schedule of payment within 30 days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Agency is not satisfactory and not in accordance with the scope of work.

8.5 The final payment under this Clause shall be made only after satisfactory completion of all the activities as per scope of work in LoA and after the issuance of No Claim Certificate.

8.6 All payments under this Contract shall be made to the account of the Agency with:
Account No _____ Bank,

8.7 Liquidated damages (LD) for delay in completion of work

The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

In case of continued non-satisfactory performance, RECTPCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECTPCL. Also, RECTPCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

9.0 Suspension

The Owner may, by written notice of suspension to the Agency, suspend all payments to the Agency and invoke Performance Bank Guarantee hereunder:

- (j) if the Agency fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension

or

- (ii) if at any stage it is found that the Agency has provided any wrong information/ false information/ mis-represented the fact.

10.0 Termination

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than fifteen (15) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than Thirty (30) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) if the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Agency submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Agency knows to be false;
- (d) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (e) if Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 16 hereof,
- (c) any right which a Party may have under the Applicable Law.

10.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 Payment upon Termination

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner shall make the following payments to the Agency:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination; and

11.0 Force Majeure

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) It is however agreed that 'Force Majeure' shall not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or employees, nor

- (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Agency shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 No Breach of Contract

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.5 Consultation

Not later than fifteen (15) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.0 Amendment/Modification

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

13.0 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act, 1996 as amended from time to time.

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

14.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 17 hereof.

15.0 TAXES AND DUTIES/CHANGE IN LAW.

It is hereby agreed between the parties that the Agency and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

16.0 Law Governing Contract

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of Delhi in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

17.1 The parties shall endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

17.2 In the event, the parties are unable to resolve such dispute/difference amicably within **sixty (60)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

18.0 GENERAL PROVISIONS

18.1 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

18.2 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

18.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

For the Owner:

REC Transmission Projects Company Limited
12-21 Upper Ground Floor, Antriksha Bhawan,
Barakhamba Road,
New Delhi - 110001
Tel: 011-47964705, 479647208

1. For Agency:

Attention:
Facsimile: _____

18.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmation of the transmission.

18.5 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

18.6 Authority of Agency in Charge

The Agency hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Agency's rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

18.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Agency _____ or his designated representative.

18.8 WAIVER OF RIGHT

The failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

18.9 SEVEREABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

18.10 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day.....Month.....and year..... first above written.

FOR AND ON BEHALF OF
[OWNER]

By :
Authorized Representative

FOR AND ON BEHALF OF
[AGENCY]

By :
Representative

Authorized

LIST OF APPENDIX

A. Letter of Award