

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

Bid Document

For

**Preparation of DPRs under Integrated Power Development Scheme (IPDS),
GoI for Kanpur Electricity Supply Company Ltd.**

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-1/2015-16/01

Last date for submission of Technical and Financial Bids is

15.02.2016 at 14:00 Hrs. (IST)

Date for opening of Technical Bids is

15.02.2016 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: 30.01.2016

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

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.

The agencies/bidder are also advised to study the Guidelines of Integrated Power Development Scheme (IPDS). Guidelines are available at <http://www.apdrp.gov.in/IPDS Order Guidelines>

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/consultant 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

Ref: -----

--- January 2016

Subject: Bid for Consultancy Services for “Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI for Kanpur Electricity Supply Company Ltd”.

Dear Sir,

The Govt. of India has launched Integrated Power Development Scheme (IPDS) for the urban areas with the following components;

a. Components under Integrated Power Development Scheme (IPDS)

- i. Strengthening of Sub-transmission and Distribution network in urban areas;
- ii. Metering of distribution transformers / feeders / consumers in urban areas and,
- iii. Rooftop Solar Project, installation of solar panels on Govt. buildings and smart/net meters as a mandatory component under IPDS
- iv. Continuing IT enablement of distribution sector and distribution network strengthening as per the norms of the ongoing scheme of RAPDRP by subsuming the same in IPDS.

REC Transmission Projects Company Limited (RECTPCL) is assisting Kanpur Electricity Company Limited (KESCo.) in the implementation of Integrated Power Development Scheme (IPDS), GoI. RECTPCL is envisaging appointment of consulting agencies to assist in preparation of DPRs for IPDS works in KESCo.

Sealed Bids are invited in single stage two envelope system (Technical bids & Price bids) from the selected Bidders/organizations.

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

1.0 SCOPE OF WORK

1.1 Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI Schemes, for KESCo. The detailed scope includes all, but not limited to the following activities and all other associated works, which are not listed below but are essential for completion of the assignment, are also deemed to be included in the scope:

1.2 **Preparation of Detailed Project Reports (DPRs) for IPDS works based on field survey and latest approved schedule of rates for various items of work covering the following:**

1.2.1 **Baseline Data collection:** The consultant shall prepare the detailed formats for demanding the data from utility (KESCo.). The consultant shall interact with the KESCo.officials and undertake site visits for data collection and also for the purpose of guidance regarding any aspects of the data collection if there is any misconception or ambiguity. The consultant shall do the proper scrutiny of the data to ascertain that entire data has been received in proper shape and shall ensure that no data is vague or superfluous.

1.2.2 **DPR Preparation:** DPRs will be prepared as per the Guidelines issued by Ministry of Power, GoI and RECTPCL/PFC for IPDS to meet the objectives of the scheme which shall include, Project details, Load Flow Study, Project cost, Bill of quantity & Cost benefit analysis etc. DPRs will be prepared considering all relevant parameters such as consumer mix, consumption pattern, voltage regulation, AT&C loss level, HT & LT ratio, optimum loading of transformers & feeders/ lines, reactive power management, power factor improvement etc. The Consultant will prepare the bankable DPRs based on the broad scope of work validated by Nodal Agency in the form of "Need Assessment Document (NAD)".

1.2.3 **Bill of Quantity (BoQ):** The consultant shall prepare the BoQ of every activity with all details of material & labour involved in each of the activity. The sub-consultant shall put the cost of every item (of material & labour) in order to evaluate the estimated cost of every activity. The standard cost (Procurement rate) of the centrally purchased items shall be provided by the utility and rates of other items shall be arranged by the consultant.

1.3 **Discussions & Presentations:** The Consultant shall participate, interact / discuss as required, including making / attending presentations to the officials of KESCo. /

RECTPCL or any other agency at Kanpur / New Delhi / during preparation, finalisation and approval of DPR as per intimation of RECTPCL.

2.0 Time Schedule for Completion of the Work

The total period of assignment would be till completion of the assignment from the date of issuance of Letter of Award by RECTPCL. However, the time period will be mutually extended depending upon the constraints being faced during execution of the assignment as may be required.

The consultant is required to complete work as per the scope of work and submit the report as per the following.

- Three (3) draft copies of the Detailed Project Report (DPR) in KESCo./RECTPCL/PFC in 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 the RECTPCL/ KESCo. 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.

3.0 Eligibility Criteria

- i) The Consulting Organization shall be evaluated solely on its own credentials for meeting the eligibility/ qualifying criteria and not on the credentials of any other organization.
- ii) The Consulting Organization must have completed at least 1 (one) assignment and such assignment must contain Detailed Project Reports (DPR) which must be of R-APDRP - Part-B or RGGVY or DDUGJY or IPDS or any other distribution system up-gradation & loss reduction scheme which include field survey, data collection, study of network, load flow study and preparation of DPR including BoQ during the period from FY 2009-10 onwards including the current Financial Year till date of issue of the tender.

The Consultant 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.

- iii) The Consulting organization must have the requisite resources in terms of infrastructure and manpower to perform the assignment. The Consultant is required to submit the documentary proof for meeting the above eligibility criteria as per the formats set out in Bid Document and detailed under Clause No-8 B) in this document.

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

4.0 PERIOD OF ENGAGEMENT

However the active period of engagement would be till the completion of all the activities as per the scope of work but Consultant 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.

5.0 DELIVERABLES

- The Consultant 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/ KESCo. (3Hard copies + 1 Editable Soft copy).
- All raw data for all the studies/ reports/ surveys shall also be submitted.
- All reports shall be submitted in A4 size sheets and all drawings and Single Line Diagrams (SLDs) on sheets such that it is legible. All drawings and SLDs shall be properly bound and printed on good quality paper.

6.0 BASIS OF OFFER

- 6.1 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.
- 6.2 The price quoted by the bidders shall be on Fixed Pricebasis. 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.
- 6.3 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.
- 6.4 All expenses including all travel, boarding & lodging expenses, etc.incurred by the consultant for carrying out all the activities as per scope work will be borne by the consultant and RECTPCL will not take any responsibility whatsoever on this account.

7.0 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.

- 7.1 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 assistance in preparation of DPRs underIntegrated Power Development Scheme (IPDS), GoI, for

KESCo.” from ----- (Name of the Bidder) should contain following:

- a. Hard Copy of EMD
- b. The consultant 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. 8 B (ii).

RECTPCL may call for any clarifications/ information if required.

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

The Forms mentioned in clause 7.1 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 with in 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.

7.2 Above mentioned sealed envelopes mentioned at clause 7.1(i) is to be submitted latest upto **14:00 Hrs (IST) on 15.02.2016** at the following address:

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

7.3 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 consultant doing so shall be summarily rejected.

8.0 BID OPENING AND EVALUATION OF PROPOSALS

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 **15.02.2016 at 16:00 Hrs (IST).**

A) Responsiveness check

The check will be with respect to the following:

- i) The Consultant 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.

B). Evaluation of Proposal:

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:

- (i) The Consulting Organization must have completed at least 1 (one) assignment and such assignment must be of R-APDRP (Part-B) or RGGVY or DDUGJY or IPDS or any other distribution system up-gradation & loss reduction scheme which include field survey, data collection, study of network, load flow study and preparation of DPR including BoQ during the period from FY 2009-10 onwards including the current Financial Year till date of issue of the tender.

The Consultant 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.

- (ii) The Consulting Organization must have following personals on their pay roll;

| Sr. No | Details of Personal | Minimum Experience (Years) | Experience Description |
|--------|---|----------------------------|---|
| 1. | Technical Expert -1 (For Field Activity) | 10 Years of More | The Technical Expert-1 must have experience in the field of Power Distribution including the activities like, survey of Network, data collection, development of SLD, load flow study, preparation of BoQ and others. |

| | | | |
|---|---|--------------------------------|---|
| 2 | Technical Expert-2 (Load Flow analysis) | Experience- 5 Years of More | The Technical Expert-2 must have experience in conducting and analyzing the Load Flow Study and its result. |
|---|---|--------------------------------|---|

Note- Experience Cutoff date is issue of Tender Document.

(iii).The Consulting Organization must either have Licensed Software to conduct Load Flow Study or prior arrangement to conduct the Load Flow from agency having Licensed Software for the same.

The Consultant is required to submit the documentary proof in regards to arrangement of Load Flow Study software.

The Consulting Organization submitting documentary proofs in respect of their Qualification must be up to the satisfaction of RECTPCL and RECTPCL may call for any clarifications/ information if required.

9.0 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.

9.1 Evaluation of Financial Proposal

The assignment will be awarded to the technically qualified consultant 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.

9.2 Contract Performance Guarantee (CPG)

In the event of an award, the selected consultant, 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.

10.0 Contract Agreement

10.1 In the event of award, the selected consultant 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.

10.2 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 consultant from Delhi State.

10.3 The Agreement will be signed in two originals and the selected consultant shall be provided with one signed original Agreement.

10.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

10.5 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.

11.0 Team Composition and Team Members

The team composition and team members to be deployed for the assignment shall be provided as per format provided at Form-3. The team leader should have at least experience of 10 years in the relevant area mentioned in the scope of works. The senior level member should have at least experience of 10 years in preparation of DPR for distribution network including underground cable distribution network and middle level team members shall have at least 7 years of experience in preparation of DPR for distribution network including underground cable distribution network.

12.0 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.

13.0 TERMS OF PAYMENT

Payments would be made as per the following stages:

| Sl. | Description | Payments as % of Lump Sum Price |
|------------|--|--|
| i) | Submission and acceptance of Draft Detailed Project Reports by KESCO. | 30% |
| ii) | Submission & acceptance of the Final Detailed Project Report | 40% |
| iii) | Finalization & award of contract for execution of works by KESCO. for IPDS works | 20% |
| iv) | Immediately after Closure of Project from KESCO. side | 10% |

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

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

14.0 Other Terms & Conditions

- i) The financial proposal by the consultant 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.
- ii) The selected consultant 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.

- iii) All claims shall be raised by the selected consultant 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.
- iv) In case there is a delay by the selected consultant in accomplishing the work as per scope of work which in the opinion of RECTPCL is attributable to the selected consultant, RECTPCL reserves the right to get such specific work(s) done through any other Consultant(s) at the risk and cost of the selected consultant for timely completion of the work.
- v) In case the performance of the proposed team member(s) is not satisfactory, the consultant 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.
- vi) 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.
- vii) Given the nature of the work being entrusted, the consultant 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 consultant could be terminated.
- viii) If due to any reason or decision of the Govt/RECTPCL, the Assignment is dropped and the consultant 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.
- ix) **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:

Organisations who have business or family relationship with member(s) of PFC's and/or 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.

- x) The selected consultant 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 consultant, or its personnel.
- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xiii) 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.
- xiv) 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 consultant for “Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCo., Kanpur, Uttar Pradesh”.

We _____ (Name of consultant) herewith enclose Technical & Financial proposal for “**Selection of consultant for “Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCo., Kanpur, Uttar Pradesh”.**”

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 consultant 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 lumpsumprice 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 confirmthat 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 confirmthat 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 confirmour acceptance/compliance to the `Terms of payment` clauses as stipulated in the bid documents. We confirmthat 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 confirmand 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 CONSULTANT

1. Brief Description of the Consultant:
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 Detailed Project Report (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 Consultant'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 AND THE TEAM LEADER TO BE DEPLOYED

| Sr. No. | Position | Name | Father's Name | Contact No | E-mail |
|---------|--------------------|------|---------------|------------|--------|
| | <u>Team Leader</u> | | | | |
| | Technical Expert-1 | | | | |
| | Technical Expert-2 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Signature of Authorized Signatory

Full Name

Address

FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF CONSULTANT’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 CONSULTANT)

I _____ certify that I am _____ of the Consultant, organised under the laws of _____ and that _____ who signed the above Proposal is authorised to bind the consultant 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 consultant for “Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCo., Kanpur, Uttar Pradesh”.

I _____ (Name) on behalf of _____ (Name of the consultant) herewith submit the Financial Proposal for “**Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCo., Kanpur, Uttar Pradesh**”.

| | Description | Bid Price (INR) | Service Tax % | Total Price (INR) |
|--|--|-------------------------------------|----------------------|----------------------------|
| | Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCo., Kanpur, Uttar Pradesh. | Lump sum (Including Taxes & Duties) | | |
| | Total | | | |
| | | In Words | In Words | 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 consultant by RECTPCL. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
2. The consultant 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 consultant 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 Consultant by RECTPCL
4. All expenses including travel expenses, boarding & lodging expenses, etc. incurred by the selected consultant (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected consultant 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 Consultant" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators and executors).

WHEREAS, the Consultant 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 Consultant 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 Consultant) 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 Consultant having failed to perform the Agreement and despite any contestation on the part of above named Consultant.

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

"ANNEXURE-I"

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 _____

_____ hereinafter called the "Consultant" (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 consultant for **"Preparation of DPRs under Integrated Power Development Scheme (IPDS), GoI, for KESCO., Kanpur, Uttar Pradesh"**.

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

AND WHEREAS the Consultant, 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 Consultant, the Owner has agreed to appoint the Consultant 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 Clause 12 hereof between the Owner and the Consultant.
- (c) "Consultant" 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 Consultant 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 Consultant, 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 consultant 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 Consultant has been made.
- (k) "Services" means the works to be provided/performed by the Consultant 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 Consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

The Consultant shall render/perform services at RECTPCL office in Delhi/ Kanpur and Kanpur or as mentioned in Bid document/necessary to discharge the scope of work or any other place as intimated by RECTPCL.

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 Consultant 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 consultant 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 consultant, the consultant shall be liable to pay damages to the Owner.

3.3 Commencement of Services

The Consultant 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 consultant 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 Consultant.

The Owner shall issue the "No claim certificate" after being satisfied that the Consultant 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 Consultant has been made.

4.0 Contract Performance Guarantee

4.1 The Consultant 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 Consultant without any interest at the end of the Guarantee Period.

5.0 OBLIGATIONS OF THE CONSULTANT

5.1 Standard of performance

The Consultant 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 Consultant 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 Consultant 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 consultant 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 Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

5.5 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract, the Consultant, Personnel and/or any entity affiliated with the Consultant shall not provide services resulting from or directly related to the Consultant's Services to any third

party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Consultant or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Consultant 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 Consultant

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

5.8 Liability of the Consultant

The Consultant and each of his Members (consultant 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 Consultant or his members in such performance, subject to the following limitations:

- (a) The Consultant 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 Consultant or its Personnel; and
- (b) The Consultant 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 Consultant to be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Owner, and the Consultant 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 CONSULTANT'S PERSONNEL

6.1 Agreed Personnel

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

6.2 General

The Consultant 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 Consultant, it becomes necessary to replace any of the Personnel, the Consultant 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 Consultant 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 Consultant 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 Consultant under this Contract, the Owner shall make to the Consultant such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE CONSULTANT

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 consultant in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

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

8.4 The Owner shall cause the payment of the Consultant 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 Consultant 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 Consultant 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 Consultant, suspend all payments to the Consultant and invoke Performance Bank Guarantee hereunder:

- (j) if the Consultant 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

or

- (ii) if at any stage it is found that the Consultant 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 Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Consultant submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant knows to be false;
- (d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (e) if Consultant 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 Consultant 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 Consultant:

- (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 Consultant 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 Consultant, 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 Consultant 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 Consultant:

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 Consultant in Charge

The Consultant hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Consultant'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 Consultant _____ or hisdesignated 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
[CONSULTANT]

By :
Representative

Authorized

LIST OF APPENDIX

- A. Letter of Award