

REC Transmission Projects Company Limited

(a wholly owned subsidiary of Rural Electrification Corporation Ltd.)

(A Government of India Enterprise)

Bidding Document

For

Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents issued by the Ministry of Power, GoI and alignment with PoC methodology

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SECTION-1

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

FOR

Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology

1.0 INTRODUCTION

The Ministry of Power, Government of India has notified Standard Bidding Documents consisting of (i) Request for Qualification, (ii) Request for Proposal and (iii) Transmission Service Agreement for selection of developer as Transmission Service Provider for procurement of transmission service through tariff based competitive bidding process. Ministry of Power has also notified “Tariff based Competitive bidding Guidelines for Transmission Service” and “Guidelines for Encouraging Competition in Development of Transmission Projects”.

The Ministry of Power, GoI has also issued Standard Bidding Documents for Case-II generation projects and the SBD (i.e. RFQ, RFP and TSA) and guidelines for procurement of transmission service needs to be modified / re-aligned considering Model Bidding Documents for Case-II generation projects and alignment with PoC methodology.

REC Transmission Projects Company Limited (RECTPCL), a wholly owned subsidiary of Rural Electrification Corporation Ltd. (REC), a Government of India Enterprise, under Ministry of Power, Government of India, invites bids for assisting the Committee for modification/ realignment of Standard Bidding Documents and Guidelines to make it consistent with Standard Bidding Documents for Case-II generation projects and alignment with PoC methodology. The selected Consultant shall assist the Committee and provide services to the Committee as per Terms of Reference (**Annex-1**) enclosed, however, all payments will be made by RECTPCL.

2.0 SCOPE OF WORK:

The Consultant to be engaged will perform all studies, analysis and prepare documents/reports necessary to achieve satisfactorily the objectives of the proposed assignments. These activities shall be carried out in due consultation with Committee, which will be the nodal agency for facilitating the assignment. The Consultant should have office in National Capital Region.

In accordance with the foregoing requirements, Terms of Reference of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II Model Bidding Documents notified by Ministry of Power, GoI and alignment with PoC methodology, is enclosed as **Annexure-I**.

3.0 SUBMISSION & OPENING OF PROPOSAL

The proposals should be submitted in three copies, one original and two copies. The envelopes shall be marked "ORIGINAL", "COPY 1" or "COPY 2", as applicable.

The proposal must be submitted in sealed envelope with covering letter in accordance with the formats/schedules enclosed transcribed in the following way:

" Bid for Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology"

Name of the Bidder:

Due for Opening on [*insert date*]..... [*insert time*]

Each page of the Financial proposal should be signed by Authorized Representative of the bidder.

Proposals shall be received in the office of REC Transmission Project Company Limited (RECTPCL), 2nd Floor, Palika Bhawan, Sector-13, R K Puram, New Delhi - 110 066, up to 1100 hours of **29.11.2013**. Offers received late, on any account and for any reason whatsoever, will not be considered.

OPENING OF PROPOSAL: The Technical Proposal will be opened at 11:30 Hrs. (IST) on the same day in the presence of such bidders or their authorized representative who would like to attend the Bid Opening. A maximum of two representatives per bidder shall be allowed to attend bid opening.

- 4.0** The Bidder (Lead Consultant) can be a firm or a limited company. The Bidder (Lead Consultant) should have financial/technical experts as full time employees having experience as indicated below. Team of experts proposed to be deputed by the Consultant should also consist of legal experts from a law firm having legal experts of requisite qualification & experience as given below. For this purpose the Lead Consultant can associate with any other consortium partner /sub-consultant firm having the required experts as given below. In such case, the Bidder and Consortium

Partner/sub-Consultant shall have to submit a Consortium Agreement as enclosed at **Annexure-2** to bid documents.

SELECTION CRITERIA

The Lead Consultant meeting the following criteria will be eligible to participate:

1. The Lead Consultant must be in the business of providing the consultancy services since last 10 years. The Lead Consultant should provide documentary evidence such as copy of Letter of Award, completion certificate etc. in support of this requirement.
2. The Lead Consultant must have provided bid process management support for development of projects in Core Sector including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document.
3. The annual turnover of the Lead Consultant should not be less than Rs. 10 Crores from consultancy business in any year during last three financial years. The Lead Consultant shall provide a certificate from its Statutory Auditor in support of this requirement.

The Technical score would be evaluated based on the scoring methodology as under:

S. No	Criteria	Maximum Marks	Marking System
A	Experience of Lead Consultant during last 10 years:		
A-1	<p>Bid Advisory / Bid Process Management Support</p> <p>Experience of the Lead Consultant to provide financial/commercial support for bid process under tariff based Bidding Guidelines of Ministry of Power, Govt. of India for (i) Procurement of Power under Case-I or Case-II or (ii) Selection of developer for Transmissions system. The support provided by the Bidder shall be sell side support must include preparation of bid documents (i.e., RFQ, RFP, Concession Agreement, etc.), evaluation of responses to RFQ/RFP, and support in the selection of Developer.</p> <p>Only such projects for which developers have already been successfully selected and Letters of Intent (LoIs) issued would be eligible for the purpose of evaluation.</p>	10	5 marks for each Assignment

S. No	Criteria	Maximum Marks	Marking System
A-2	<p>Assistance in development of regulations, policies or guidelines related to the power sector or in the area of PPP</p> <p>Experience of the Lead Consultant in providing support to Central or State government / authority in developing regulations, policies or guidelines for competitive bidding / private participation in core sectors including the power sector.</p>	15	5 marks for each Assignment
A-3	<p>Experience of Lead Consultant to provide comprehensive bid process management support for development of projects in Core Sector through PPP mode. The support provided by the Lead Consultant should be comprehensive and must include preparation of bid documents (i.e., RFQ, RFP, Concession Agreement, etc.), evaluation of responses to RFQ/RFP, and support in the selection of Selected Developer.</p>	15	5 Marks for each Assignment
A-4	<p>Financial Expert (CA, ICWA, MBA in Finance or eqvt.)</p> <p>Expert-1 (Minimum 15 years post qualification Experience)</p> <p>Expert-2 (Minimum 10 years post qualification experience)</p> <p>Experience of providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case -I/Case-II/Transmission System.</p>	10 10	5 marks for each expert 5 marks for each expert
A-5	<p>Technical Expert (graduate in Engineering or eqvt.) having experience in any segment of power sector.</p> <p>Expert-1 (Minimum 10 years post qualification Experience)</p>	5	5 marks for each expert
B	Experience of Legal Consultant during last 10 years:		

S. No	Criteria	Maximum Marks	Marking System
B-1	Experience of Legal Consultant to provide support for bid process for development of projects in Core Sector under PPP Mode. The support should necessarily include preparation / vetting of bid documents, evaluation of bids and legal support in selection of the bidder.	20	5marks for each assignment
B-2	<p>Legal Expert (LLB or eqvt.)</p> <p>Expert-1 (Minimum 15 years post qualification Experience)</p> <p>Expert-2 (Minimum 10 years post qualification experience)</p> <p>Experience of providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case -I/Case-II/Transmission System or any other project in Core Sector through PPP mode</p>	<p>10</p> <p>5</p>	<p>5 marks for each expert</p> <p>2.5 marks for each expert</p>
Total		100	Technical score would be the aggregate marks on all the above parameters obtained out of 100

For comparison of the combined Technical and Price Score of all Firms, following formula will be used.

$$\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{IP/FP} \times 100) \times 0.30$$

Where:

IP is the lowest price (excluding Service Tax) of the group of firms being considered and FP is the price of the firm being evaluated (excluding Service Tax).

- Bidders securing a minimum of 70% of marks shall be considered technically qualified.
- Financial Proposals of only such Bidders will be opened whose offers have been declared technically qualified. Financial Proposal of other Bidders will be returned back unopened. The Financial Proposals of Technically qualified Bidders in separate sealed envelope will be opened after evaluation of the Technical Proposals.
- The resulting sum of points shall decide the final ranking of the proposals.

The Bidder securing highest Total Score shall be awarded the consultancy assignment at the quoted price.

5.0 BASIS OF PRICE OFFER

The Price Offer shall be for the Terms of Reference (**Annexure-1**) and shall remain **FIRM** throughout the period of contract including any extension thereof. Quoted Price will be on a lump sum basis inclusive of all travel, stay; out of pocket expenses, cost of producing documents, fee/cost of Consortium partner/sub-consultant, if applicable etc. and RECTPCL will not pay and/or reimburse anything over and above the price quoted. Office accommodation, transport and daily movement of consultants, telephone, computer and other facilities shall be arranged by the consultant at his/their own cost. The prices shall be exclusive of Service Tax which shall be paid extra as per prevailing rates. Income tax will be deducted by RECTPCL at source as per law and Tax Deduction at Source Certificate shall be issued to the Consultant by RECTPCL.

The consultant is required to quote a **lump sum amount**, as per Form PROP-3, for the entire assignment as detailed above.

6.0 CONTRACT PERFORMANCE GUARANTEE

In the event of an award, the successful Bidder (Lead Consultant), within fifteen days of receipt of the Letter of Award from RECTPCL, will be required to arrange submission of the Contract Performance Guarantee in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the contract consideration. The BG shall be as per Performa enclosed as **Annexure-3** and initially kept valid up to the completion of the assignment plus three months.

7.0 TIME SCHEDULE/COMPLETION PERIOD:

The estimated time period for completion of the assignment is 3 months from the date of issue of the Letter of Award. However, this could undergo a change and completion of all activities till finalization of Standard Bidding Documents and Guidelines will be the terminal point of the assignment being quoted by the bidder and not the time duration. In case, actual completion period is more than the above schedule, the Consultant shall perform such work without any additional cost/fees. The break-up of time schedule for various activities will be as below:

Activity/Deliverable	Timelines
Date of issue of Letter of Award	Zero date
Detailed analysis report for identification/alternatives of agency who will be signing the Transmission Service	15 Days

Agreement on behalf of DICs	
Decision on report of the consultant regarding agency signing the TSA	30 Days
Submission of draft SBD / Guidelines for inter-State transmission project (after decision of agency signing the TSA)	50 Days
Submission of draft SBD for intra-State transmission project	60 Days
Stakeholder Consultation meeting	75 Days
Final Draft SBDs /Guideline after incorporating all suggestions after stakeholder consultation	90 Days

After submission of Final Draft SBDs/Guidelines by the consultant, the same shall be submitted to the Ministry of Power, GoI for consideration, approval and its issuance.

8.0 VALIDITY OF BID:

Bidders have to keep their Bids valid up to 90 days for acceptance from the date of opening of the Proposals.

9.0 EARNEST MONEY DEPOSIT:

Earnest Money Deposit of INR 50,000.00 (Indian Rupees Fifty Thousand Only) in the form of Demand Draft or in the form of Bank Guarantee (as per Performa enclosed at **Annexure-4**) in favour of REC Transmission Projects Company Limited payable at New Delhi shall accompany the Bid for the Consultancy Services Package in a separate envelope. Bids received without Earnest Money Deposit will be rejected outright. The Earnest Money Deposit will be refunded to the successful Bidder, after signing of the Contract and submission and acceptance of Contract Performance Guarantee. The Earnest Money Deposit of all unsuccessful Bidders shall be returned within thirty (30) days of acceptance of Contract Performance Guarantee of the successful bidder.

10.0 REVIEW OF REPORTS

Committee will review all documentation prepared by consultant and may suggest any modifications/ changes considered necessary.

11.0 PAYMENT TERMS

The fees for the assignment for consultancy services shall be payable in installments on the achievement of milestones set out below:

S. No.	Milestone	Payment
1.	After submission of analysis report for identification/alternatives of agency for signing of transmission service agreement and its finalisation after discussions with all concerned stakeholders	10% of Contract Price
2.	After preparation and submission of 1 st Draft modifications / changes in SBD & Guidelines for inter-State Transmission Project	30% of Contract Price
3.	After preparation and submission of 1 st Draft modifications / changes in SBD for intra-State Transmission Project	10% of Contract Price
4.	After preparation and submission of Final Draft modifications / changes in Documents & Guidelines incorporating suggestions of Committee or Ministry of Power, GoI and after stakeholder consultations, if any	25% of Contract Value
5.	After approval and issuance of all SBDs & Guidelines by Ministry of Power.	25% of Contract Value

12.0 DELIVERABLES:

The final output that will be required from the consultant is as under:

S. No	Deliverables
A.	Formulating approach for development/re-alignment of existing Standard Bidding Documents (including all amendments issued till date) considering Case-II Model Bidding Documents and PoC methodology, after considering all related financial, legal, commercial aspects, applicable Regulations, Acts & Laws etc;
B.	Detailed analysis report for identification/alternatives of agency who will be signing the Transmission Service Agreement on behalf of Designated ISTS Customers (DICs) with the Transmission Service Provider considering the proposed bidding framework and PoC mechanism;

C.	Drafting and finalization of various documents of Standard Bidding Documents & Guidelines for procurement of transmission service considering Case-II model bidding documents issued by Ministry of Power, GoI and its alignment with PoC methodology for inter-State transmission project.
D.	Drafting and finalization of various documents of Standard Bidding Documents & Guidelines for procurement of transmission service consistent considering Case-II model bidding documents notified by Ministry of Power, GoI for intra-State transmission projects
E.	Any other deliverables as per Terms of Reference (Annexure-1).

13.0 RECTPCL reserves the right, without prejudice to any other remedies, to reject the bid forthwith if the bidder has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.

14.0 RECTPCL reserves the right to accept/reject any or all the offers/proposals without assigning any reason thereof.

ADDRESS FOR SUBMISSION OF BIDS

REC Transmission Projects Company Limited
2nd Floor, Palika Bhawan, Sector-13, R K puram
New Delhi - 110 066
Phone: 011-46604302, Fax: 011-26115329
E-mail: vijay.vksingh@gmail.com

SECTION-2
PROPOSAL FORM

SECTION-2 PROPOSAL FORMS

PROP-1 Proposal Submission Form

PROP-2 Documentary Evidence

PROP -3 Summary of Costs

FORM PROP-1
PROPOSAL SUBMISSION FORM

[Date]

From: [Name, address, e-mail and telephone nos. of the bidder]

To:

The Addl. CEO
REC Transmission Project Company Limited,
2nd Floor, Palika Bhawan, Sector-13, R K Puram
New Delhi - 110 066

Sir,

Subject: **Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology**

We, the undersigned, are submitting our proposal for Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology.

We are submitting our Proposal in association with: *[Insert full name and address of Consortium Partner/sub-Consultant, if applicable]*. If awarded the contract, we confirm that the partners would undertake to take all the necessary steps to perform the work described in the composition and in the form of cooperation as stated.

We confirm that our proposal is valid for your acceptance upto the validity period stipulated in the Bidding Document.

Our attached Price form is for the sum of *[Insert amount(s) in words and figures1]*. This amount is exclusive of the Service Tax, which if any, shall be paid extra as applicable.

We confirm that our Proposal is consistent with all the requirements / scope of work as defined in the bidding document. We further confirm that we have quoted price for complete scope of work / Terms of Reference as mentioned in the bidding document

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.

Our Proposal is binding upon us for validity period stipulated in the Bidding Documents and subject to the modifications resulting from Contract negotiations, if any.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder (Lead Consultant): _____

Address: _____

Telephone (office) : _____

Telephone (Mobile): _____

Fax: _____

E-Mail: _____

FORM PROP -2

DOCUMENTARY EVIDENCE

The Bidder shall provide the following:

For Lead Consultant:

1. Documentary evidence for establishing that the Lead Consultant is in the business of providing the consultancy services since last 10 years.
2. Certificate from its Statutory Auditor establishing that the annual turnover of the Lead Consultant is not less than Rs. 10 Crores from consultancy business in any year during last three financial years.
3. Documentary evidence for experience of the Lead Consultant to provide financial/commercial support for bid process under tariff based Bidding Guidelines of Ministry of Power, Govt. of India for (i) Procurement of Power under Case-I or Case-II or (ii) Selection of developer for Transmissions system. The support provided by the Bidder shall be sell side support must include preparation of bid documents (i.e., RFQ, RFP, Concession Agreement, etc.), evaluation of responses to RFQ/RFP, and support in the selection of Developer. Only such projects for which developers have already been successfully selected and Letters of Intent (LoIs) issued would be eligible for the purpose of evaluation..
4. Documentary evidence for experience of the Lead Consultant in providing support to Central or State government / authority in developing regulations, policies or guidelines for competitive bidding / private participation in core sectors including the power sector.
5. Documentary evidence for experience of Lead Consultant to provide comprehensive bid process management support for development of projects in Core Sector through PPP mode. The support provided by the Lead Consultant should be comprehensive and must include preparation of bid documents (i.e., RFQ, RFP, Concession Agreement, etc.), evaluation of responses to RFQ/RFP, and support in the selection of Selected Developer.
6. CVs mentioning the experience of Financial Expert – 1 of providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case -I/Case-II/Transmission System.

7. CVs mentioning the experience of Financial Expert – 2 of providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case –I/Case-II/Transmission System.
8. CV mentioning the experience of Technical Expert – 1 in any segment of power sector

For Legal Consultant:

- Documentary evidence for experience of Legal Consultant to provide support for bid process for development of projects in Core Sector under PPP Mode. The support should necessarily include preparation / vetting of bid documents, evaluation of bids and legal support in selection of the bidder.
- CVs mentioning the experience of Legal Expert – 1 in providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case –I/Case-II/Transmission System or any other project in Core Sector through PPP mode
- CVs mentioning the experience of Legal Expert – 2 in providing support for Bid process under tariff based bidding guidelines of Ministry of Power, GoI, for Case –I/Case-II/Transmission System or any other project in Core Sector through PPP mode

Note:

1. The bidder needs to provide the Letter of Award /LoI/ Contract Agreement placed by sponsoring authority/ Procurer for engagement firm for providing consultancy services or any other document evidencing the experience in the projects claimed.

FORM PROP-3
(ON LETTERHEAD OF THE BIDDER)

SUMMARY OF COSTS

Subject: **Selection of Consultant to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology**

A. For complete assignment

Item	Costs Rs.(in figures)
Total Costs of Proposal1	
Service Tax @%2	
Total (1 + 2)	

Total Rs. in Words

Signature: _____

Full Name: _____

Address: _____

SECTION-3

ANNEXURES

TERMS OF REFERENCE FOR CONSULTANT

TO

PROVIDE CONSULTANCY SERVICES FOR MODIFICATION / DEVELOPMENT OF STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF TRANSMISSION SERVICE CONSIDERING CASE-II MODEL BIDDING DOCUMENTS NOTIFIED BY MINISTRY OF POWER, GOI AND ALIGNMENT WITH POC METHODOLOGY

- A. Interaction/discussions with the Committee, to discuss and formulate approach for preparation of Standard Bidding Documents considering Case-II Model Bidding Documents as issued by Ministry of Power, GoI, and Central Electricity Regulatory Commission (Sharing of Transmission Charges and Losses) Regulation, 2010 (PoC) ;
- B. Carrying out a detailed analysis for identification/various alternatives of counterparty who will be signing the Transmission Service Agreement on behalf of all the existing as well as future DICs considering the bidding framework for both inter-state and intra-state transmission project;
- C. Preparation of Standard Bidding Document(SBD) for procurement of Transmission service considering Case-II Model Bidding Documents as issued by Ministry of Power, GoI and in alignment with Central Electricity Regulatory Commission (Sharing of Transmission Charges and Losses) Regulations, 2010;
- D. Preparation of 'Guidelines for encouraging competition in development of Transmission Projects' and 'Tariff based Competitive Bidding Guidelines' (hereinafter referred to as "Guidelines") of Ministry of Power, GoI for procurement of transmission services, in line with new SBD to be developed and PoC framework.

As part of fulfilling the tasks identified above, the Consultant shall be required to:

- 1) Examine all relevant documentation not limited to :
 - a) Case-II Model Bidding Documents & Guidelines as issued by Ministry of Power, GoI
 - b) Central Electricity Regulatory Commission (Sharing of Transmission Charges and Losses) Regulation, 2010 (PoC)
 - c) Existing SBD and Guidelines
 - d) SBD and Guidelines modified earlier to align the existing SBD with PoC mechanism (These documents will be provided to the selected Consultant at the time of issue of Letter of Award)

- 2) Take into consideration all related financial, legal, commercial aspects, applicable Regulations, Acts & Laws etc
- 3) Participation in stakeholder consultation meetings, inviting comments from the stakeholders on revised SBDs and Guidelines, , analysis of comments and suitable modification in the SBDs/Guidelines
- 4) Advise on any legal matters as required for finalizing the documents
- 5) Prepare and submit the Standard Bidding Document separately for inter-State and intra-State transmission projects and revised Guidelines for the approval of Ministry of Power, GoI
- 6) Participate, in all meetings, conferences, interactions at different stages e.g. meetings in Ministry of Power/ CERC/CEA, as may be required, including making presentations etc.;
- 7) Provide any other services/activity not specifically included above but is necessary for drafting and finalizing the Standard Bidding Documents / Guidelines and will be deemed included in the scope work without any additional financial implications.

Format for Consortium Agreement

(To be non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

This Consortium Agreement executed on this.....day ofTwo thousand.....between.....(Lead Consultant) and having its Office at.....(hereinafter called the “party1”, which expression shall include its successors, executors and permitted assigns)

And

.....(Consortium Partner/sub-consultant) and having its Office at.....(hereinafter called the “Party 2”, which expression shall include its successors, executors and permitted assigns)

And for the purpose of submitting a Bid is to provide consultancy services for modification / development of Standard Bidding Documents for procurement of transmission service considering Case-II model bidding documents notified by Ministry of Power, GoI and alignment with PoC methodology.

AND WHEREAS Clause 4.0, Section-2 of the bid document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the bid document.

NOW THEREFORE, THIS INDENTURE WITNESTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

In consideration of the selection of the Consortium as the selected bidder by the RECTPCL, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agrees that M/s.....(Insert name of the Lead Consultant), shall act as defined in the bid documents for self and agent for and on behalf of.....(the names of all the other Members of the Consortium to be filled in here)

The Lead Consultant is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the members

The Lead Consultant shall be liable and responsible for ensuring the individuals and collective commitment of each of the members of the Consortium. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in these agreements.

It is expressly understood and agreed between the Members that the responsibilities and obligation of each of the Members shall be as delineated as annexed hereto as Annexure-I formatting integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and

several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

It is clearly agreed that the Lead Consultant shall ensure performance under the Contract and if one or more Consortium members fails to perform its/their respective obligation under the Contract, the same shall be deemed to be a default by all the Consortium Members.

This Consortium Agreement shall be constructed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating hereto and arising there under.

It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Consultant shall submit the Earnest Money Deposit, as stipulated in the bid document, on behalf of the Consortium Members.

It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that Lead Consultant shall submit the Retention Guarantee as mentioned in the bid documents, on behalf of the Consortium members.

It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the bid and shall remain valid till the completion of the assignments. The Lead Consultant is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the consortium Members respectively from time to time in response to the bid and for the purpose of the Assignments.

It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreements except with prior written consent of RECTPCL.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each party hereto and constitutes that legal, valid, binding and enforceable obligation of each such party,
- (b) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- (c) shall not be amended or modified except in writing signed by each of the parties and with prior written consent of RECTPCL:

IN WITNESS WHEREOF, the parties to the Consortium Agreements have, through their authorized representatives, executed these present and affixed Company Seal of their respective companies on the Day, Month and Year first mentioned above.

For and on behalf of Lead Consultant Party 1)

M/s.....
(Signature of authorized Representative)

Name:
Designation:
Place:
Date:

For and on behalf of
Consortium Member
(Party 2)

M/s.....
(Signature of
Authorized representative)

Name:
Designation:
Place:
Date:

WITNESS

1.
(Signature)

Name.....

Designation.....
2.
(Signature)

Name.....

Designation.....

Performa of Contract Performance Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

REC Transmission Projects Company Limited,
Core-4, Scope Complex,
7 Lodhi Road,
New Delhi – 110 003

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

WHEREAS the Supplier 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 Supplier 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. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase 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 Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date 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

**PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.

Bank Guarantee No.

This deed of Guarantee made this _____day of _____200____by _____(Name of the bank) having one of 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 Limited registered under the Companies Act,1956, having its Regd. office at Core-4, Scope Complex, 7 Lodhi Road, New Delhi-110003 (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 (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 Tenderer 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 the Bank) have at the request of the tenderer agree to give REC TPCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenants 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 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:

- 01 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 Tenderer AND the said Bank shall not be released from its liability under these present 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.
- 02 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 of prevent any payment by the Bank to RECTPCL in terms thereof.
- 03 We the said Bank, lastly undertake not to revoke this Guarantee during its currently except with the previous consent of RECTPCL in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING 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 if filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20 at _____

WITNESS

.....
 (Signature) (Signature)

.....
 (Name) (Name)

.....
 (Official Address) (Designation with Bank Stamp)

Attorney as per
Power of Attorney No.
Dated.....

@ This date shall be thirty (30) days after the last date for which the bid is valid.