



IMPLEMENTATION
OF
ISO 9001:2015
CERTIFICATION

REC TRANSMISSION PROJECTS COMPANY LIMITED

INSTRUCTIONS TO BIDDING AGENCIES

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

Submission of the Bid:

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

A. The submission and opening of Financial Bid will be through e-tendering process only. Interested Agencies/bidders can download Financial Bid document from the RECTPCL website i.e. <http://www.rectpcl.in> or www.recindia.com or www.eprocure.gov.in 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, vendor 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. E-tender will get confirmation with 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.

Scanned soft copy of the documents given below for the qualifying response:

➤ General Documents/EMD/PBG

1. Form-I----- Letter for Submission of Bid & Form-II ----- General criteria details.
2. EMD of Rs. 5,000/- in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "Annexure-I" or Bank Demand Draft drawn in favour of

REC Transmission Projects Company Limited payable at New Delhi & scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.

3. Performance Bank Guarantee as applicable details mentioned in Section VI, Clause 6.0 in this tender, in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favor of "REC Transmission Projects Company Ltd", New Delhi.

➤ **Financial Bid**

1. Form-III-----Financial Proposal/Bid.

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.

All the documents should be addressed to:

Addl. Chief Executive Officer
REC Transmission Distribution Company Ltd.
12-21, UGF, ANTRIKSH BHAWAN,
22 K G MARG, NEW DELHI – 110 001

Note:

1. All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided.
2. **Financial bid is required to submit online only** and physical submission of financial bid shall result into rejection of the bid.

INVITATION FOR BID

To

IMPLEMENT ISO 9001:2015 CERTIFICATION

REC Transmission Projects Company Limited (RECTPCL), a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a “Navratna CPSE under the Ministry of Power, Govt. of India”, invites Bids from interested ISO consulting firms and Service Providers for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 certifications.

RECTPCL commences its Business Operation on 08.01.2007. RECTPCL is engaged in the following businesses: -

- Selection of developers for Inter and Intra State Transmission Projects identified by the Central Government/ State Government in accordance with competitive framework notified by the Ministry of Power, GoI. The selection process involves setting up of a Special Purpose Vehicle, preparation of project profile, obtaining statutory clearance from the government etc. besides procurement of services of agencies for identified activities.
- Consultancy Services for Detailed Project Report (DPR) Preparation & Project Management Consultancy (PMC) Services for State Power Distribution Agency.
- Pre-award engineering and contracting activities for appointment of EPC.
- Bid Process Management and Project Management Consultancy Services for Design, Supply, erection, testing and commissioning.
- Third Party Inspection Agency services for State Distribution Companies.
- Smart Grid Implementation Agency for implementation of smart grid solutions.
- Consultancy and Review Consultancy assignments for selection of developer as Transmission Service Provider.

This document provides the scope, Pre-qualification criteria, bidding terms and conditions and suggested response formats and for easy understanding the Tender Document has been divided into different parts which are integral parts of Tender Document.

PART I: GENERAL TERMS

1. Goals of This Tender Document

The objective of this Tender Document is to solicit proposals from the interested bidders for participation in a bid process for selection of consulting firm to help RECTPCL to obtain ISO 9001:2015 certifications.

2. Tender Document Issuing Authority

This Tender Document is issued by the RECTPCL, intended to shortlist potential bidder. RECTPCL decision with regard to the short-listing of bidders through this Tender Document shall be final and RECTPCL reserves the right to reject any or all the bids without assigning any reason.

Project Title	Selection of Service Provider for obtaining ISO 9001:2015 certificate
Project initiator Details	Shri. Bhupender Gupta, Addl. CEO, RECTPCL #12-21, Upper Ground Floor, Antriksh Bhawan, 22, K G Marg, New Delhi – 110001, 011-47964796
Company	REC Transmission Projects Company Limited.
Contact Person	Shri. Vivek Agarwal, Manager(Tech.), RECTPCL
Contact Person (Alternate)	Shri. Ankit Kumar, A.M. (Tech.), RECTPCL
Venue	REC Transmission Projects Company Ltd., #12 to 21, Upper Ground Floor, Antriksh Bhawan, 22, K G Marg, New Delhi-110001
Website	www.rectpcl.com and http://eprocure.gov.in/cppp/

3. Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

S. No.	Milestone	Date and time
1.	Release of Tender Document	15.03.2017
2.	Bidders Conference	24.03.2017 at 1500 Hrs
3.	Last date for submission of written question by bidders	24.03.2017
4.	Response to the Queries (through email)	28.03.2017
5.	Last date & time for Submission of Proposal / Tender Document Response	05.04.2017 upto 1500 Hrs
6.	Opening of responses (Technical Bid)	05.04.2017 at 1600 Hrs
7.	Declaration of Short Listed Firms(Opening of Financial Bid)	To be informed later

4. Availability of the Tender Document

The bidders are expected to examine all instructions, forms, terms, tentative calendar of events, time frame, and terms of reference, Project requirements and other details in the Tender Document. Failure to furnish complete information as mentioned in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the proposal.

5. Bidder's Conference

REC Transmission Projects Company Ltd will host a bidder's Conference in Delhi at the address given under Contact Details Section 2 above. The Conference is tentatively scheduled as per the schedule given in Section 3 above. The representatives of the interested organizations (restricted to two persons) may attend the bidder's conference at their own cost. The purpose of the conference is to provide bidders with any clarifications regarding the Tender Document. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the Tender Document and the project. The venue for the bid conference will be at the address given in Section 2.

6. Earnest Money Deposit (EMD)

A Non-refundable EMD of Rs. 5000 (Five Thousand Rupees only) in the form of a Demand draft or a Pay Order drawn in favour of REC Transmission Projects Company Ltd, payable at New Delhi, applying for ISO 9001:2015 Certification, has to be submitted along with the Tender Document Response. Bids received without or with inadequate EMD shall be liable to get rejected.

7. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the Tender Document, must be submitted to REC Transmission Projects Company Ltd at the address specified above in Section 2.

REC Transmission Projects Company Ltd, in exceptional circumstances and at its discretion, may extend the deadline for submission of proposals by issuing an addendum and shall be made available on the REC Transmission Projects Company Ltd website.

8. Contract Performance Guarantee

The Bidder, within fifteen days of receipt of the Letter of Award for a specific assignment 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-II** and initially kept valid up to the completion of the assignment plus six months.

9. Signing of Formal Contract Agreement

The successful Consultant shall be required to enter into a Contract Agreement with RECTPCL within 7 (Seven) days from the date of the Letter of Award (LOA) or within such extended time as may be granted by RECTPCL.

10. **RECTPCL reserves the right to conduct the reverse auction (if required)** for the services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure-III of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance.

PART II: SCOPE OF SERVICES

1. General Background

One of the important mandatory indicators of RECTPCL MoU is obtaining ISO certification. Accordingly, RECTPCL have to start the work of implementing requirements. It is envisaged that RECTPCL will need the services of competent Consulting firm to implement the requirements of ISO 9001:2015. This Tender Document has been developed to assist REC Transmission Projects Company Ltd to select a competent Consulting firm who may be engaged for providing ISO consultancy services, getting the required groundwork done for obtaining the certification and compliance of any other parameter required for the ISO certification.

2. Term of Reference:

The terms of reference for the Consulting firm will include but not limited to, the following: -

- a. To assist the RECTPCL to form the Steering Committee and ISO Project team who will be responsible for implementing ISO requirements.
- b. To determine the scope of ISO implementation under the following activities of RECTPCL:
 - i. Selection of developers for Inter as well as Intra state transmission projects identified by the Central Government/ State Government in accordance with competitive framework notified by the Government.
 - ii. Project Management Consultancy (PMC) and Project Management Agency (PMA) assignment given by various State DISCOM/TRANSCO from time to time.
 - iii. Third Party Inspection Agency.

The Consulting firm should define such a scope for which ISO requirements may be implemented within a time period of Three months.

- c. To perform gap analysis of the existing documentation of the department against the requirements of ISO and produce a gap analysis report.
- d. To plan together with the ISO project team of the department on the ways to address the gaps in order to develop the necessary documentation for ISO certification.
- e. To develop all mandatory procedures as required in ISO and guide the ISO project team on implementing the same.
- f. To develop customized training course material in soft copy (as well as hard copy) for conduct of all necessary trainings.
- g. To conduct required trainings that will include (i) top/senior management briefing; (ii) planning, documentation and implementation workshop for ISO project team and, (iii) awareness program for all employees.
- h. To advise the ISO steering committee on change management and the success factors to support effective implementation of ISO.
- i. To conduct Internal Auditors training and guide the Internal Auditor team in conducting required numbers of internal audits.
- j. To assist in evaluation of implemented ISO quality management system through internal audits including closure actions.

- k. To offer close guidance in the preparation and review of final documents prior to certification.
- l. To assist in coordination of required management reviews prior to certification.
- m. To guide the ISO project team to take the necessary corrective actions on identified non-conformities and final review of documents.
- n. To guide the ISO Project team in making an application for certification.
- o. To co-ordinate during final certification of the company and do all the necessary acts to get the company certified by a certification body.
- p. Any other task to ensure the certification.
- q. Submit weekly MIS report to Top Management.

3. Time Frame

The Time period will be Three months from the date of award of contract.

The scope of application will cover such sections/activities consisting of about 11 Permanent employees from REC Limited (the holding company) on secondment basis, about 20 employees on contractual basis posted in different locations across the country as per the consultancy assignment.

Numbers of employees may increase or decrease as per the time to time requirement.

Any delay will attract penalty @0.5% of the contact value per week up to a max. 10% of the contact value. However, penalty shall be applicable only if the delay is attributed to the Consulting firm.

PART III: BIDDING TERMS AND PRE-QUALIFICATION CRITERIA

1. Conditions Under Which this Tender Document Is Issued

- i. This Tender Document is not an offer and is issued with no commitment, REC Transmission Projects Company Ltd reserves the right to withdraw the Tender Document and change or vary any part thereof at any stage. REC Transmission Projects Company Ltd also reserves the right to disqualify any bidder, should it be so necessary at any stage. Validity of bid should be 120 days from the date of opening of technical bid.
- ii. REC Transmission Projects Company Ltd reserves the right to withdraw this Tender Document, if REC Transmission Projects Company Ltd determines that such action is in the best interest of the company.
- iii. Timing and sequence of events resulting from this Tender Document shall ultimately be determined by REC Transmission Projects Company Ltd.
- iv. No oral conversations on agreements with any official agent or employee of REC Transmission Projects Company Ltd shall affect or modify any terms of this Tender Document and any alleged oral agreement or arrangement made by a bidder with any department, agency. Official or employee of REC Transmission Projects Company Ltd shall be superseded by the definitive agreement that results from this bidding process. Oral communications by REC TPCL to bidders shall not be considered binding on REC TPCL nor shall any written materials provided by any person other than REC TPCL.
- v. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against REC TPCL or any of their respective officials, agents or employees arising out of, or relating to this Tender Document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- vi. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation. By offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- vii. The firm should not be black listed by the government or its agencies /Public Sector/State Level Enterprises or by any reputed MNC.
- viii. Each applicant shall submit only one pre-qualification requirements proposal for ISO 9001:2015 certification.
- ix. Consortium/Joint venture bids are not allowed.

2. Rights to the Content of the Proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-Qualification proposal will become the property of

REC Transmission Projects Company Ltd and will not be returned after opening of the prequalification proposal. REC Transmission Projects Company Ltd is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. REC Transmission Projects Company Ltd shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3. Acknowledgement of Understanding of Terms

By submitting a proposal each bidder shall be deemed to acknowledge that it has carefully read all sections of this tender document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4. Evaluation of Proposals

The bidder’s proposals in the bid document will be evaluated as per the requirements specified in the Tender Document and adopting the qualification criteria spelt out in this Tender Document. The Bidders are required to submit all required documentation in support of the Eligibility/Qualification Criteria specified (e.g., detailed project citations and completion certificates, client, contact information for verification, profiles of project resources and all others) as required for evaluation.

The Technical qualified consulting firm shortlisted based on the eligibility criteria shall only be considered for opening of financial bid.

5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6. Eligibility Criteria

The Consulting firm who will be engaged should have extensive and proven mix of skill and expertise in the field of ISO certification. Previous experience of similar work is essential. The Consulting firm must meet the following minimum criteria.

ISO certificates	Min. Eligibility Criteria	Document evidence required
ISO 9001:2015	i. Minimum 2 Nos of ISO 9001:2015 certification projects executed in Government/PSU sector/ large public limited organizations. Here, large public limited organizations means having turnover of more	i. Copy of work completion certificates along-with Contract/work orders indicating the details of assignment, client and value of assignment, date and year of award and completion.

	<p>than Rs. 100 Crore during any of the last three financial years.</p> <p>ii. Consulting firm should have been in operations in India for a period of at-least 03 years as on last date of bid submission.</p> <p>iii. The team should be of at least 01 team leader and 01 member and shall be qualified lead assessors.</p> <p>iv. Consulting firm should submit valid documentary proof of details of service Tax and Income tax registration No. (PAN).</p>	<p>ii. Copy of firm registration Certificate.</p> <p>iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience. Certificate of lead assessor course undergone by the team leader and team member(s).</p> <p>iv. Copy of certificates.</p>
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Consulting firms may quote for ISO certification based on meeting the eligibility criteria.

7. Preparation of Bids

It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. RECTPCL shall not entertain any request for clarifications from the Bidders, regarding such conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by RECTPCL, neither any change in the time schedule of the Contract. Any financial adjustments arising thereof shall be permitted by RECTPCL, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder. The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc. and RECTPCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

8. Proposal Submission

Interested consulting firm should submit both technical and **financial proposals (online only)** in two parts as per the time slots mentioned in point 3 of Para I viz. tentative Calendars of Events. The technical proposal must be submitted in sealed envelope indicating clearly on envelope as "TECHNICAL PROPOSAL" as per Form-I. The envelope containing the Technical proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the title of the assignment "Engagement of Consulting firm for providing consultancy services for obtaining ISO 9001:2015 certification of RECTPCL".

8.1 Technical Proposal Content

Technical proposal should be prepared considering the terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the Consulting firm as per Form-I of Tender Document.

8.2 Financial Proposal Contents

- Financial proposal (In Indian Rupees) should be in the form of a lump sum amount inclusive of all taxes for the entire Scope of Services except Service tax to be indicated separately as applicable and all expenses towards application fee & issue of ISO certificate from certification bodies.
- The lump sum quote should be inclusive of all expenses which Consulting firm may incur while executing the assignment including Travel, Boarding & Lodging as required. Reputed ISO certified bodies should be considered for certification.
- Bidder may submit proposal for the above ISO certification based on meeting eligibility criteria as per Form-II of Tender Document.

RECTPCL reserves the right to consider for placement of order for ISO 9001:2015 certification specified above at its discretion.

9. Payment Terms:

20% Payment	After completion of Awareness Program, briefing, workshop & documentations.
20% Payment	After completion of conduct of all scheduled training.
20% Payment	After completion of Internal Audit.
40% Payment	After issue of ISO 9001: 2015 certificates by Certification body.

10. Date for Submission of Proposal

The last date for submission of proposal is 05.04.2017, 1500 hrs. Submission of Proposals should be addressed to:

Shri Bhupender Gupta,
Addl. CEO, RECTPCL
#12 to 21, Upper Ground Floor, Antriksh Bhawan,
22, K G Marg, New Delhi-110001
Phone No.-011-47964796

(On Consulting Firm Letter Head)

FORM-I
(For ISO 9001: 2015)

TECHNICAL PROPOSAL

To,

Addl. CEO,
REC Transmission Projects Company Ltd.,
#12 to 21, Upper Ground Floor,
Antriksh Bhawan, 22, K G Marg,
New Delhi-110001

Sub: Technical proposal for selection of ISO consultant for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 certification.

Sir,

1. With reference to your Tender Document No.dated for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 certification, I wish to apply to RECTPCL as "Consulting firm" for the ISO 9001:2015 Certification based on meeting the eligibility criteria.
2. Processing fee details: _____.
- 3.

S. No.	Eligibility Criteria	Yes/No	If yes, details of documents attached
a.	Brief description about the consultant		
b.	Eligibility Criteria		
	1. Minimum 2 Nos of ISO 9001:2015 certification projects executed in Government/PSU sector/ large public limited organizations. Here, large public limited organizations means having turnover of more than Rs. 100 Crore during any of the last three financial years. 2. Consulting firm should have been in operations in India for a period of at- least 03 years as on last date of Bid submission. 3. The team should be of at least 01 Team leader and 01 member and shall be qualified lead assessors. 4. Consulting firm should submit valid		

	documentary proof of details of service Tax and Income tax registration no. (PAN).		
c.	Approach		
d.	Methodology		
e.	Work Plan and Schedule		
f.	Team Size		
g.	Detailed Resume of the Team leader and Team members of the consultant (with copies of certificates to support qualifications)		

Further, I hereby certify that:

I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender Document are acceptable to me and I have not taken any deviation to any clause.

- I further confirm that any deviation to any clause of Tender Document found anywhere in my bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC TPCL.

Date:

Place:

Signature.....

Full name.....

Designation.....

Address.....

Note: In absence of above declaration/certification, the Tender Document response is liable to be rejected and shall not be taken into account for evaluation.

FINANCIAL PROPOSAL
(to be submitted online only)

To,

Addl. CEO,
REC Transmission Projects Company Ltd.,
#12 to 21, Upper Ground Floor,
Antriksh Bhawan, 22, K G Marg,
New Delhi-110001

Sub: Financial Proposal for selection of ISO consultant for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 certifications.

Sir,

1. With reference to your Tender Document No. dated for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 certification; I wish to apply to RECTPCL as "Consulting firm" for the ISO 9001:2015 Certificate based on meeting the eligibility criteria.
2. Our financial quote is as below:

S. No.	Type of ISO Certification	Lump sum amount* (except service tax)#	
		Rupees in Figure	Rupees in words
1	ISO 9001:2015 Certification		

*Rates should be inclusive of all the expenses, taxes and duties except Service tax to be indicated separately as applicable and all expenses towards application fee & issue of ISO certificate from certification bodies.

includes all the expenses and any other expenses shall not be reimbursed.

BID BANK GUARANTEE (EARNEST MONEY) (To be stamped in accordance with Stamp act)

(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 Power Distribution 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 writing 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.

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 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.

PERFORMANCE BANK GUARANTEE

REC Transmission Distribution Company Ltd.
12-21, UGF, ANTRIKSH BHAWAN,
22 K G MARG, NEW DELHI - 110 001

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Power Distribution 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 issued BID/Work Order No.
_____ dated _____ with/on M/s
_____ (hereinafter referred to as "The Agency" which
expression unless repugnant to the content or meaning thereof, shall include all the successors,
administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and
conditions given in the BID/Work Order No _____ dated
_____ and RECTPCL having agreed that the Agency shall furnish to RECTPCL a
Performance Guarantee for the faithful performance of the entire contract, to the extent of 10%
(ten percent) (or the percentage as per the individual case) of the value of the BID/Work Order
for one year calculated on prorata basis i.e. for _____.

We, _____ ("The Bank") which shall include OUR
successors, administrators and executors herewith establish an irrevocable Letter of Guarantee
No. _____ in your favor for account of _____
_____ (The Agency) in cover of performance guarantee in accordance
with the terms and conditions of the BID/Work Order.

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

This letter of Guarantee will expire on _____ including 30 day 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

Note: The date shall be 90 days after the date of completion of contract.

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, RECTPCL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

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

Signature & Seal of the Bidder

Contract Agreement

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the _____ day of the month of _____ 2017, between, on the one hand _____ (hereinafter called the "Owner") and, on the other hand, _____ (hereinafter called the "Consultant").

WHEREAS

- (A) The Owner intends to engage ISO consulting firms and service providers for providing consultancy services to RECTPCL for obtaining ISO 9001:2015 Certifications.
- (B) The Owner has requested the Consultant to provide certain consultancy services required for the assignment as defined hereinafter (hereinafter called the "Services").
- (C) The Consultant, having represented to the Owner that they have required professional skills, personnel and technical resources agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Owner's country, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made in accordance with the provisions of Clause 2.5 hereof between the Owner and the Consultant;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause-2.1 hereof;
- (d) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (e) "Party" means the Owner or the Consultant, as the case may be;
- (g) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix-A hereto.
- (h) "Starting Date" means the date referred to in Clause-2.2 hereof;
- (i) "Third Party" means any person or entity other than the Owner, the Consultant or a Consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and

servant or of agent and principal as between the Owner and the Consultant. The Consultant, subject to this Contract, have complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

1.4 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.

1.5 Headings

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

1.6 Notices

- 1.6.1 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, telex, telegram or facsimile to such Party at the following address:

For the Owner:

Attention: _____

Facsimile: _____

For the Consultant:

Attention: _____

Facsimile _____

- 1.6.2 Notice will be deemed to be effective as follows
- (a) In the case of personal delivery or registered mail, on delivery;
 - (b) In case of telegrams, ninety-six (96) hours following confirmed transmission; and
 - (c) In the case of facsimiles, seventy-two (72) hours following confirmed transmission.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at Delhi or at such location required / approved by Owner.

1.8 Authority of Consultant

The Consultant hereby authorize _____ to act on their behalf in exercising the entire Consultant' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

1.9 Authorized 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 by _____ or his designated representative.

1.10 Taxes and Duties

The consultant and the personnel shall pay the taxes including duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract (excluding Service tax) and the Owner shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement will become effective upon signing by both the parties.

2.2 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.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

2.4 Entire Agreement.

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the parties and shall not be effective until the consent of the parties has been obtained. Pursuant to Clause-7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely RECTPCL and the Consultant.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, RECTPCL shall have the option of cancelling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, 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.

2.6.3 Measures to be taken

(a) A Party affected by an event of Force Majeure 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 of Force Majeure shall notify the other Party 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.

2.6.4 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.

2.6.5 Consultation

Not later than thirty (30) 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.

2.7 Suspension

The Owner may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this contract, including the carrying out of 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 and if such failure is not rectified within the period, then shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By the Owner

The Owner may by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Consultant fail to remedy a failure in the performance of their obligations

hereunder, as specified in a notice of suspension pursuant to Clause-2.7 herein-above, within thirty (30) 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 become insolvent or bankrupt or enter into an agreement with their creditors for relief of debt or take advance of any law for the benefit or debtors or go into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant know to be false;
- (e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) If the Consultant and/or Consortium Partner/sub-consultant (if applicable) has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof or termination of Contract by owner for any other reason whatsoever, 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-3.2.4 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to clauses-2.8.1 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.

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clause-2.8.1 hereof the Owner shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause-6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause-6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant' personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their 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. 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.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultant, comply with the Applicable Law.

3.1.3 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.

3.2.1 Consultant Not to Benefit from Commissions, Discounts etc.

The payment of 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 , and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and their affiliates shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

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

The consultant and their affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same project subsequently.

In case of rating of the proposed project, for which this consultancy services are being provided, then the Consultant and their affiliates will not rate this project nor in any way be associated in rating of this project.

3.2.4 Confidentiality

The Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.3 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment.

3.4 Liability of the Consultant

The Consultant shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract [Note: If the Consultant consist of more than one entity, this should be changed to read - "The Consultant and each of their Members shall be jointly and severally liable to the Owner-for the performance of the Services] and for any loss suffered by the Owner as a result of a default of the Consultant 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 the Personnel of either of them; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control, provided that there is no negligence or wrongful actions.

3.5 Indemnification of the Owner by the Consultant -

The Consultant shall keep the Owner, 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 the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant, or the Personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Consultant' Actions Requiring Owner's Prior Approval

The consultant shall not enter into a sub contract for the performance of any part of the Services. However, the consultant can hire the services of Personnel to carry out any part of the services, for which, Consultant shall obtain the Owner's prior approval in writing before appointing Personnel to carry out any part of the Services, including the terms and conditions of such engagement. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this contract.

3.7 Reporting Obligations

The Consultant shall submit to the Owner the reports and documents as per the requirement of the assignment or as .specified in **Appendix-B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

3.8 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. The Consultant may retain a copy of such documents shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4.0 CONSULTANT' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultant' Personnel are described in **Appendix-C**.
- (b) If required to comply with the provisions of Clause-3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix-C** may be made by the Consultant by written notice to the Owner, provided:
 - (1) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (2) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause-6.2 of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix-A**, the estimated periods of engagement of Personnel set forth in **Appendix-C** may be increased by agreement in writing between the Owner and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause-6 of this Contract.

4.3 Agreed Personnel

The Consultant hereby agrees to engage the personnel listed by title as well as by name in **Appendix-C** in order to fulfil his contractual obligations under this contract.

4.4 Removal 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, which shall be approved by the Owner.

(b) If the Owner:

- (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (2) 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) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree,

- (1) The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

5.0 OBLIGATIONS OF THE OWNER

5.1 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-6 of this Contract.

5.2 Services and Facilities

The Owner shall make available free of charge to the Consultant the Services and Facilities listed under **Appendix-D**.

6.0 PAYMENTS TO THE CONSULTANT

6.1 An all-inclusive cost of services and ceiling contract value payable in Indian Rupees is set forth in **Appendix-E**.

6.2 Terms of Payment: Payment will be made by the owner to the Consultant as follows:

S. No.	Milestone	Payment
1.	After completion of awareness Program, briefing, workshop & documentations.	20% of Contract Price
2.	After completion of conduct of all scheduled training	20% of Contract Price
3.	After completion of Internal Audit	20% of Contract Price

4.	After issue of ISO 9001:2015 Certificates by Certification body.	40% of Contract Price
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- 6.3 The Consultant shall submit the bills to the Owner of firm's printed bill forms indicating the work done by him during the period for which payment is sought.
- 6.4. The Owner shall cause the payment of the Consultant as per above given in schedule of payment above within thirty (30) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
- 6.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the ToR are completed.
- 6.6 The location for carrying out the assignment will be RECTPCL's office at New Delhi. Accordingly, the 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 consultant, telephone, computer and other facilities shall be arranged by the consultant at his/their own cost.

7.0 LIQUIDATED DAMAGES:

In case there are delays in submission of reports, drafting of documents etc. by the consultant and such delays are attributable to the Consultant and as a consequence, the overall process of selection of developer is delayed, the Consultant shall pay to REC Transmission Projects Company Ltd., the liquidated damages, and not as penalty, an amount equal to 0.5% (half per cent) of total contract price per week of delay or part thereof, however, the total amount of LD shall not exceed 10 % (Ten Percent) of the Contract Values as awarded.

8.0 FAIRNESS AND GOOD FAITH

8.1 Good Faith:

The parties undertake to act in good faith respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

8.2 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 this 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 tenure 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 no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-9 hereof.

9.0 JURISDICTION AND APPLICABLE LAW:

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Delhi.

10.0 SETTLEMENT OF DISPUTES:

10.1 Amicable Settlement

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. RECTPCL shall appoint a Sole Arbitrator with the approval of Chairman & Managing Director.
4. It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of RECTPCL or is a retired employee of RECTPCL.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
6. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
8. The parties to the arbitration will bear the fees and expenses in equal proportion to be determined by the arbitrators.
9. The venue of arbitration will be New Delhi.
10. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.

- 10.2** The courts of New Delhi alone shall have exclusive jurisdiction on any dispute arising out of this contract.

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

FOR AND ON BEHALF OF [OWNER]

By _____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____

Authorized Representative

Place;

Date:

Encl: Letter of Award

DESCRIPTION OF THE SERVICES/TERMS OF REFERENCE (ToR)

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Owner etc.]

REPORTING REQUIREMENTS

CONSULTANT' AND THEIR KEY PERSONNEL

[Give titles (and names, if already available), detailed job descriptions and minimum qualifications of key Personnel to be assigned to work]

DUTIES OF THE OWNER

The Owner shall make available proper space/ Conference Rooms with appropriate equipments etc. for consultant to enable documentation.

Except for the above, the Consultant shall have to make their own arrangements for completing the assignments and Owner shall have no duty/responsibility in this regard.

Owner shall make payments as per terms of payment.