

Notice Inviting Tender (ONLY THROUGH E-TENDERING MODE)

for

Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region

REC Transmission Projects Company Ltd.

(A wholly owned subsidiary of Rural Electrification Corporation Limited)

*ECE House, 3rd Floor, Annexe - II,
28A, KG Marg, New Delhi - 110001*

Tender No. RECTPCL/Survey/2017-18/01

*Last date for submission of Financial Bids is
27th June, 2017 at 15.00 hrs*

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

Date of issue of tender: 20th June, 2017

*Financial bids are to be submitted online only.
EMD, copy of bid document duly stamped and signed
to be submitted in sealed envelope*

Disclaimer

The financial bid for subject assignment has been invited on limited tender basis and only those firms which have been Empanelment with RECTPCL for survey using Modern Survey Techniques and Preparation of Report for Transmission Projects allocated to REC Transmission Projects Company Limited can submit its financial bid. The financial bids submitted by any other bidder, after downloading the document from our websites, will not be considered under any circumstances.

Important Notice

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of a noncompliance the response is liable to be ignored/ summarily rejected.
3. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in RECTPCL/REC Website, viz, <http://www.rectpcl.com>, <http://www.recindia.nic.in>

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECTPCL through TenderWizard Website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. The vendor may obtain the same from TenderWizard.

The steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC>.
 2. Click the link „Register Me’.
 3. Enter the detail about the bidder as per format.
 4. Click 'Create Profile’.
 5. Bidder will get confirmation with Login-id and Password
- b) Steps for application for Digital Signature from TenderWizard are given below:
 1. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 2. In case of assistance please contact the person under “contact us”.
 - c) To aid bidders, the detailed bidder manual on submission of E-Bid can be downloaded from <http://www.tenderwizard.com/REC>.

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/RECTPCL in advance. Please note that RECTPCL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

BIDDING DOCUMENT

FOR

Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region



REC Transmission Projects Company Limited
(A wholly owned subsidiary of Rural Electrification Corporation Limited)
(A Government of India Enterprise)

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BID INVITATION

Ref: RECTPCL/Survey/2017-18

Dated: 20.06.2017

Subject: Request for offer for Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region.

You are invited to submit financial proposals in respect of Engagement of survey Agency for subject work. The Bidder can be a firm or a limited company.

1.0 The following documents are enclosed for your quotation purpose:

- i. Bid Proposal Sheets (**Volume- I**)
- ii. Conditions of Contract (**Volume-II**)

2.0 All the documents mentioned above, including this letter to you will form the tender documents. Each of the above document and also other documents to be submitted by you as per this tender's requirement are to be submitted duly stamped & signed on each page by your accredited representative as a token of your acceptance. The bid is to be submitted in sealed envelope with superscription for example, the name of the package, due date & time, bidders name & address.

2.1 The bids for subject assignment have been invited on limited tender basis.

2.2 The bidders may please note that the successful bidder shall not be considered later on for main bid for selection of developer for the aforesaid Transmission System.

2.3 Scope of work:

Name of the Transmission Line	Length (approx. in km)
Construction of S/C LILO of Barn-Kishnpur Tr. Line	5 km
220kV TL from S/S Phyang (PGCIL) to Diskit (Nubra) S/C line on D/C towers.	100 km
220 kv tr. Line from S/S Kargil to Padum(Zanaskar) S/C line on D/C Towers	207 km

Scope of work for the assignment consist of the following: -

1. Route alignment work using satellite imageries of NRSA and Survey of India maps to the extent required and walk over survey.
2. BOQ preparation with tower extension
3. Soil type of every angle point
4. Profiling and tower schedule for getting extension with the help of GPS level.
5. Cost estimation of transmission lines

6. Tree details with compensation
7. Water table of every angle point
8. Crop type along the route
9. Identification of all the villages along the route for estimation of prices of the land lying in the transmission line corridor.

2.4 Preparation of Bid Proposals:

- The documents should be complete in all respect and must be free from any ambiguity, cutting, and use of correcting fluid or overwriting.
- **An authorized representative of the firm shall initial and stamp all pages of the bid proposal. Authorization letter for signing the proposal/tender documents should be attached.**
- **The Financial Bid has to be submitted online only.**
- For preparation of Bid Proposals, Bidders are expected to examine the bidding document in detail and it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- If the bidder fails to submit the requisite information/clarification, if sought within prescribed time, the bid shall be treated as non-responsive bid and shall be rejected.

2.5 Submission of Bid Proposal:

- The bidders are requested to submit their competitive offer as per requirement along with all the requisite documents duly signed as a token of acceptance of the Broad Scope of Work, Terms & Conditions and E-bid process.
- Demand Draft or Banker's Cheque of Rs. 10,000/- (Rupees Ten thousand only) towards Bid Guarantee/EMD in favour of "REC Transmission Projects Company Limited." payable at New Delhi has to be submitted along with the bid. The DD No. will be required for applying online.
- **Financial/Price Bid has to be submitted online only, as per Form attached. The financial bid/ price bid should not be submitted in physical form. Any such submission shall be liable for rejection.**
- Copy of this tender document duly signed with stamped on all pages and Bid Guarantee/EMD of Rs. 10,000/- (Banker's Cheque/DD only) must be submitted in sealed envelope super scribing the envelope "Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report" and with subscribing "**DO NOT OPEN BEFORE 27th, June, 2017.**" The envelope shall be addressed to;

Chief Executive Officer,
 REC Transmission Projects Company limited
 ECE House, 3rd Floor, Annexe - II,
 28A, KG Marg, New Delhi - 110001
 Tel: 011-47964715, Fax: 011-47964747

- The last date and time for submission of Bid Proposals is 27.06.2017, 1500 Hrs (IST). Late submission of Bid Proposals, for whatsoever reasons, after the due date and time

for submission shall not be considered. **Offers sent by Fax/e-mail etc. will not be considered.**

- The costs on account of preparation of bids, negotiation, discussion etc. as may be incurred by the bidder(s) in the process of finalization of the contract are on account of Bidder(s) and RECTPCL shall not reimburse either in part or in full the cost so incurred.
- RECTPCL reserves the right to reject any or all of bids, wholly or partially, without assigning any reasons whatsoever.
- The bidding documents shall remain the exclusive property of RECTPCL without any right of the bidder to use them for any purpose except bidding and for use by successful bidder with reference to the work.
- Financial bid shall be opened at the scheduled time and date as mentioned in the bid document in the presence of such bidders or their authorized representative who choose to remain present. A maximum of two representatives for any bidder shall be permitted and authorised to attend the bid opening. **Bids without EMD will be out rightly rejected.**
- Further, if the due date of receipt of bid as aforesaid is declared holiday, bid would be received on schedule time on the next working day. Alternative Bids shall not be considered.

OPENING OF PROPOSAL: The supporting documents and financial bids will be opened at **1600 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.

3.0 Contract Performance Guarantee (CPG): In the event of an award, the successful bidder (consultant), within fifteen days of receipt of Letter of Award from OWNER, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to Ten (10) Percent of the contract consideration. The CPG/BG should be as per Performa enclosed as **Annexure-1** and should be kept valid up to nine months from the date of Owner's acceptance of Final Report.

1.0 Basis of price offer: The price offer shall be for the studies as per Form FIN-1 and shall remain firm throughout the period of contract. Quoted prices shall be on Lump sum basis.

The above quoted rates shall be inclusive of all taxes and duties (except Service Tax), all travel, stay, out of pocket expenses, cost of producing documents etc. and RECTPCL will not be required to pay and/or reimburse anything over and above the price quoted. Service Tax at the prevailing rate shall be paid extra. Income tax at source will be deducted by OWNER as per law and Tax Deduction at Source certificate shall be issued to the consultant by OWNER.

5.0 Time Schedule/Completion period: The work shall be completed as per the schedule given in the Technical Specification (Volume-III).

6.0 **Terms of Payment:**

The payment terms for project shall be as below:

- 6.1 Fifty (50) Percent of the contract price shall be paid after submission and acceptance of Draft Report.
- 6.2 Fifty (50) Percent of the contract price shall be paid after submission & acceptance of the Final Report including all deliverables as detailed in the Technical Specification (Volume-III) to the satisfaction of the Owner.

7.0 **Basis of Evaluation:**

L1 bidder shall be selected based on the Lowest Prices excluding service tax Quoted by the Bidder.

- 8.0 **Signing of Formal Contract Agreement:** In the event of an award, the successful bidder shall be required to enter in to a Contract Agreement (Performa as per **Annexure-2**) with the owner within approximately Seven (7) days from the date of the Letter of Award (LOA) or within such extended time as may be granted by the Owner. Owner shall provide the Performa of this Contract Agreement.

- 9.0 **Validity of Bid:** Please keep your bid valid up to One Hundred Twenty (120) days after the last date of submission of bids. In exceptional circumstances, RECTPCL may solicit the Bidder's consent for extension of the bid validity period.

- 10.0 Bid Guarantee/EMD for an amount of **INR 10,000/- (Indian Rupees Ten Thousand Only)** shall accompany bid as per clause No. 5.0 of Condition of Contract.

- 11.0 The consultant shall also assist RECTPCL in initiating acquisition of Land (applicable only in case scope of work for survey includes new Sub-station otherwise this may deemed as deleted) and forest clearance (if optimized route is passing through forest land), from concerned authorities as may be required. Any statutory/license fee if required to be paid to State/Central Government or any Government body for acquisition of land or obtaining forest clearances, as applicable, shall be paid by REC Transmission Projects Co. Ltd. directly to the concerned agency.

12.0 **Deliverables:**

All the deliverables, as mentioned in this clause and Technical Specifications (Volume-III) shall be submitted for the project.

- 12.1 The consultant will submit progress report for all the works/ studies/ survey every fortnight as per the format mutually agreed upon.
- 12.2 The consultant will submit three (3) draft copies of the report with requisite plans & drawings in English language.

- 12.3 The consultant will submit Ten (10) copies of Final Report (high quality printout) with requisite plans & drawings in English language. The Final Report should be submitted within 7 days after comments of RECTPCL on draft Report. The final report and Route Alignment drawings (both hard copy as well as soft copy) shall also include the GPS coordinates of selected points of the final route as per specifications.
- 12.4 Ten (10) soft copies (CD) shall also be submitted for the Final Report along with Route Alignment drawings.
- 12.5 All raw data for all the studies/ reports/ surveys shall also be submitted.
- 12.6 All reports shall be submitted in A4 size sheets, properly bound and printed using good quality paper & material.
- 12.7 Any other deliverable as per scope of work defined in Technical specifications (Volume-III).

FINANCIAL PROPOSAL SUBMISSION FORM
(TO BE SUBMITTED ONLINE ONLY)

PAGE 1 OF 2

PROPOSAL AND LUMPSUM FEE

Bidder`s Proposal Ref. No. and Date

Person to be contacted

Designation

Telephone No.

FAX

To:

The Chief Executive Officer,
REC Transmission Projects Company Ltd,
(a subsidiary of Rural Electrification Corporation Ltd.)
ECE House, 3rd Floor, Annexe - II,
28A, KG Marg, New Delhi – 110001

Subject: Engagement of Survey Agency for survey using Modern Survey Techniques,
Preparation of BOQ, Cost Estimates and Preparation of Report.

Dear Sir,

1.0 We hereby give our confirmation that the technical bid submitted by us during empanelment process conducted by RECTPCL is valid and holds true for this assignment.

We hereby submit our financial proposal for Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report.

2.0 We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications/ scope of work laid down by you and are fully aware of nature of consultancy services required.

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

4.0 We declare that the following is fee in Indian Rupees on firm price basis for the services detailed in Bid Invitation

Survey Type	Lump sum cost in INR (exclusive of service tax)
<i>Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region</i>	

- 4.0 We declare that the above quoted lump sum fee (excluding Service Tax) is firm and shall remain valid for the entire period of the assignment. We further declare that only the above quoted fee (excluding service tax) is payable to us under this consultancy assignment.
- 5.0 We hereby confirm that if any Service Tax, Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 6.0 We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the `Time Schedule` and `Terms of payment` clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total Contract Price in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.
- 7.0 Our offer shall remain valid for a period of 120 days after the last date of submission of bids.
6. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.
- 8.0 We understand that the client will award the contract to the successful consultant whose offer is substantially responsive and to be the lowest evaluated offer.
- 9.0 We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 10.0 In terms of Clause 8.5 of Conditions of Contract, we are enclosing herewith Power of Attorney in the name of the person who has signed this offer on behalf of the firm.

Date:

Signature

Place:

Name

Designation

PAGE 2 OF 2

Form FIN-1

PAGE 1 OF 1

Price Offer
(To be submitted online only)

Schedule of Price

S. No.	Description	Price (in Rs.)
1	<i>Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region</i>	
2.	Service Tax @ -----	
3.	Total Rs. (1 + 2)	

Date:

Signature

Place:

Name

Designation

REC TRANSMISSION PROJECTS COMPANY LIMITED

Volume - II

Conditions of Contract

For

**Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ,
Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region**

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1.0. DEFINITION OF TERMS

- 1.1 Unless defined otherwise, the following terms used in this document shall have the meanings.
- 1.2 A “week” shall mean a continuous period of seven (7) days.
- 1.3 “Consultant” or “Technical Specialist” or “Contractor” shall mean the bidder whose bid has been accepted by the Owner for the award of the work and shall include his legal representatives, successors and permitted assigns.
- 1.4 “Consultancy Assignment” or “Work” or “Study” or “Assessment” or “Services” shall mean the complete study as prescribed in the Specification / Terms of Reference.
- 1.5 “Contract” shall mean the Contract Agreement entered into between the Owner and the Consultant, together with the Contract documents referred to therein; they shall constitute the Contract and the term “Contract” shall in all such documents be construed accordingly.
- 1.6 “Date of Contract” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.
- 1.7 “Engineer” or “Engineer-in-Charge” or “E.I.C.” shall mean the officer appointed in writing by the owner to act as “Coordinator” from time to time on behalf of Owner in all matters pertaining to this Contract. “Engineer-in-charge” shall be authorized by the client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.
- 1.8 “Final Report”/ “Final Document” or “Report” will mean the final report or document prepared by the Consultant as per Owner’s Specification.
- 1.9 “Indian Rupees” or “Rs.” shall mean the mean the currency of the Government of India.
- 1.10 “Month” shall mean calendar month. “Day or “Days” unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Consultant in its offer.
- 1.11 “Notice of Award of Contract” / Letter of Award” shall mean the official intimation from the Owner notifying the successful bidder that its proposal has been accepted and that the bidder is required to sign the contract Agreement.
- 1.12 “Owner” or “Client” or “Employer” shall mean REC Transmission Projects Company Ltd., New Delhi, India (a wholly owned subsidiary of Rural Electrification Corporation Ltd.) and shall include their legal representatives, successors and permitted assigns.

- 1.13 “Specification” shall mean the Technical Specifications and the Conditions of Contract together with Bid Proposal Sheet forming a part of the bid documents and contract and such other schedules and drawings as may be mutually agreed upon.
- 1.14 “Starting Date” shall mean the date from which the periods specified for various activities are measured and set forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule.
- 1.15 The “Government” shall mean the “Government of India” or an authorized representative/agency/department of the “Government of India”.

The words imparting singular shall also include the plural and vice-versa where the context so requires.

- 1.16 The “Site” shall mean and include the land and other places over or into or through which the Thermal Power Project is to be constructed and any adjacent land, path, street, river or a reservoir.
- 1.17 The title or heading shall not alter or affect the intent or scope of the clause or articles of the Documents
- 1.18 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from engineer-in-charge that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.
- 1.19 The “Final Acceptance of Work” provided by the Consultant under the Scope will be given by Owner as hereinafter defined. Six (6) Months after successful completion of the Consultancy assignment and submission of all documents, reports etc. to REC Transmission Projects Co. Ltd. and acceptance of the reports by the concerned statutory Authorities, Government of India and upon certification by the Engineer – in – Charge.
- 1.20 Words imparting “Person” shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not.

2.0 VALIDITY

The Bid Proposal shall remain valid for a period of 120 days after the last date of submission of bids. In exceptional circumstances, RECTPCL may solicit the Bidder's consent for extension of the bid validity period.

3.0 CURRENCY OF BID

All prices quoted in the Schedules of the Bid Proposal Sheets should be in Indian Rupees and all payments shall be made in Indian Rupees.

4.0 THE BID DOCUMENTS

- 4.1 This document is meant for exclusive purpose of submitting the offer by the bidder against the specification and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 4.2 REC Transmission Projects Company Ltd. does not bind themselves to accept the lowest or any offer or to give reasons for their decision. The Corporation reserves the right to reject any or all offers without assigning any reason.

5.0 EARNEST MONEY DEPOSIT

- 5.1 Bid Guarantee/EMD for an amount of INR 10,000/- (Indian Rupees Ten Thousand Only) shall accompany the bid in separate sealed envelopes super scribed on the top as under:

“Bid Guarantee/EMD for Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region.

for bid document no.....
 due on.....at.....
 from..... M/s.....

“Bid Guarantee offered shall be in one of the following alternative forms:

A crossed bank draft in favor of REC Transmission Projects Company Ltd. payable at New Delhi from any nationalized or scheduled bank or in the form of a Bank Guarantee as per Performa enclosed at **Annexure-3**.

- 5.2 The Bid Guarantee/EMD shall be made payable without any condition to the Owner and ‘On demand’.
- 5.3 In consideration of the Owner opening and considering the Bid for purpose of award, the Bidder shall keep his Bid valid for a period of 120 days after the last date of submission of bids, during which period the Bidder agrees not to vary, alter or revoke his bid as a whole or in part. If the Bidder, however, fails to keep his bid valid for 120 days or varies it during the period, then the Owner shall be entitled to forfeit the Bid Guarantee amount without any notice or proof of damages etc.
- 5.4 The Bid Guarantee of the Successful bidder to whom a contract is awarded will be returned after the said bidder provides the Contract Performance Guarantee.
- 5.5 If the successful Bidder fails to submit a Contract Performance Guarantee as specified in the Contract Document within 15(fifteen) calendar days after the date of Letter of Award of the Contract, then the Bid Guarantee amount will be forfeited by the Owner without any notice or proof of damages, etc.

5.6 The Bid Guarantee of all unsuccessful bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract.

5.7 Any Bid not accompanied by a Bid Guarantee in accordance with above said provisions shall be treated as non-responsive and shall be rejected.

5.8 No interest will be payable by the owner on the above Bid Guarantee.

6.0 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS

The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof. If any bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall seek clarification from owner at once but in no case later than three (3) days prior to the deadline for submission of bids prescribed by the Owner. After receipt of such interpretations and clarifications, the bidder may submit his offer but within the time and date as specified. All such interpretations and clarifications shall form an integral part of the specifications and documents and accompany the consultant's proposal.

Verbal clarifications and information given by the owner or his employee (s) or his representatives(s) shall not in any way be binding on the Owner.

7.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

7.1 The Bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, REC Transmission Projects Co. Ltd. shall be deciding authority with regard to the intention of the document.

7.2 Any errors in description, quantity or rate in Schedules or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

7.3 If on checking any difference is found between the rates given by the consultant in words and figures or in the total amount worked out by him in the Schedules in the proposal, the same shall be rectified in accordance with the following rules:

- a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.
- b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

- 7.4 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules (to be identified in Bid Proposal sheets (BPS) for this purpose), the owner shall be entitled to consider the highest price for the purpose of evaluation on to award the contract at the lowest of the price in these schedules.
- 7.5 Prior to detailed evaluation, the Owner will determine whether each bid is for acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the bidders.
- 7.6 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the bidder's correction of the non-conformity.
- 7.7 The owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

8.0 SINGATURE OF BIDS/OFFERS

- 8.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the bidder with his usual signature.
- 8.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designations(s) of the authorized partner(s) or other authorized representative(s).
- 8.3 Offers by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation, Company in the matter.
- 8.4 An offer by a person who affixes to his signature the word `President`, `Managing Director` `Secretary` or other designation without disclosing his principal will be rejected.
- 8.5 The power of attorney in the name of the person signing on behalf of the Consultant/bidder shall be furnished along with the offer.

- 8.6 The Consultant's (Bidder's) name stated on the proposal shall be the exact legal name of the firm.
- 8.7 Erasures or other changes in the offer shall be over the initials of the person signing the bid.
- 8.8 Offers not conforming to the above requirements of signing may be disqualified.

9.0 PROGRESSIVE PAYMENT

All payments against the services shall be paid against production of invoice in quadruplicate by the Consultant. The payment of such fees shall be released as per clause No.6 (Terms of Payment of Bid Invitation), on stage-wise completion of the services including submission of the Deliverables and subject to acceptance, approval and certification by Owner.

9.1 PROCEDURE OF PAYMENT

All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Engineer-in-Charge of which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within fifteen (15) days of certification of the Engineer-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty-five (45) days after receipt of the invoices by the Engineer-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Engineer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

10.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

For any delays attributable to the Consultant, beyond the Scheduled dates/period of completion of various activities as per the agreed work schedule, the Consultant shall pay to REC Transmission Projects Co. Ltd., liquidated damages, and not as penalty, an amount worked out at the rate of 1% (one per cent) of total contract value per week or part thereof. However, the total liability of the consultant under this clause shall not exceed 10 % (Ten Percent) of the Contract Values as awarded.

11.0 LIABILITY OF THE CONSULTANT

Should any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work by the Owner, the Consultant shall perform at its own initiative and free of any cost to REC Transmission

Projects Co. Ltd., all such services as shall be necessary to remedy the said defect or inadequacy.

The Consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on its part or on the part of its employees or associates or experts to the extent of the total contract value of this contract.

12.0 TAXES, DUTIES AND INSURANCE

All taxes (except Service Tax, as applicable), duties, levies, insurance charges, etc. arising out of the contract shall be payable directly by Consultant and shall be included in the lump sum bid price for the entire scope of work. REC Transmission Projects Co. Ltd. will not bear any expenditure, whatsoever on this account. As regards income tax, surcharge on income tax and other corporate taxes, the Consultant shall be responsible for such payments to the concerned authorities. However, the Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations. The Consultant shall be liable to take/maintain all necessary insurance at its own cost.

The consultant shall also assist RECTPCL in initiating acquisition of Land (applicable only in case scope of work for survey includes new Sub-station otherwise this may deemed as deleted) and forest clearance (if optimized route is passing through forest land), from concerned authorities as may be required. Any statutory/license fee if required to be paid to State/Central Government or any Government body for acquisition of land or obtaining forest clearances, shall be paid by REC Transmission Projects Co. Ltd. directly to the concerned agency.

13.0 PATENT

- 13.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the consultant.
- 13.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.
- 13.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

14.0 SETTLEMENT OF DISPUTE

- 14.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer subject to a written appeal by the Consultant to the Engineer, whose decision shall be final to the parties hereto.
- 14.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 14.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

15.0 **ARBITRATION**

- 15.1 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Client and the Consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed hereunder and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

In case the consultant is an Indian Public Sector Enterprise / Govt. Dept. (But not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Consultant shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Govt. of India.

- 15.2 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.
- 15.3 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of REC Transmission Projects Co. Ltd.

16.0 **TERMINATION OF DEFAULT:**

- 16.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract in whole or in part.
- a. If the consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the owner in writing.
 - b. If the consultant fails to perform any other obligation(s) under the contract or
 - c. If the consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the owner.
- 16.2 In the event the Owner terminates in whole or in part, pursuant to Para 16.1.0, the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the consultant shall be liable to the Owner for any excess costs for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

17.0 TERMINATION FOR CONVENIENCE

- 17.1 The Owner, may by written notice sent to the consultant, terminate the contact, in whole or in part, at any time for its convenience, The notice of termination shall specify that termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.
- 17.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the consultant's receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,
- a) To have any portion completed and delivered at the contract terms and prices and/or.
 - b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

18.0 TERMINATION FOR INSOLVENCY

- 18.1 The owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
- 18.2 Upon termination of the contract at any time for whatever reason by REC Transmission Projects Co. Ltd. compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to REC Transmission Projects Co. Ltd.

18.3 Following issuance by REC Transmission Projects Co. Ltd. of a notice of termination and prior to the effective date of such termination, the Consultant shall:

- a. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.
- b. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.
- c. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;
- d. Transfer title and deliver to REC Transmission Projects Co. Ltd. in the manner, at the times and to the extent, if any, as directed by REC Transmission Projects Co. Ltd., all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to REC Transmission Projects Co. Ltd.

The termination of the contract shall not relieve the Consultant of its duties and liabilities as per the contract for the portion of the services performed prior to the effective date of termination.

19.0 SIGNING OF AGREEMENT

The Consultant will prepare a draft contract agreement for the consultancy assignment, as per the format to be provided by the owner, of its review and approval within ten (10) days of issue of Letter of Award. Upon approval of the same, the authorized signatory of Consultant will be required to sign the contract agreement. The Consultant will make and submit at no extra cost to REC Transmission Projects Co. Ltd. five (5) copies of such agreement to immediately after signing of it by both parties.

20.0 GOVERNING LAWS

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the jurisdiction.

21.0 SUSPENSION OF THE OBLIGATION

21.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 20.0.0 or as the result of an agreement between the parties.

21.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

22.0 FORCE MAJEURE

22.1 Force Majeure is hereby defined as any cause which is beyond the control of the Consultant or REC Transmission Projects Co. Ltd. as the case may be, which they could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, embargoes, etc.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

23.0 HANDLING OF DOCUMENTS

23.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the consultant in connection with the services to be provided by the Consultant shall be the property of the Owner, As when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.

23.2 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from REC Transmission Projects Co. Ltd. under terms of the Contract or in performance thereof.

23.3 The consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which has an interest without prior written consent of.

23.4 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

24.0 ABANDONMENT OF WORK

24.1 If any work included in the scope of specification to be done by the consultant is abandoned or suspended for any cause or reasons, which cannot be attributed to the consultant, payment, shall be made on a pro-rata basis for the work actually done and as decided by the owner.

25.0 SUB-CONTRACT

The consultant cannot assign or sub-contract any of this work without the prior written consent of REC Transmission Projects Co. Ltd.

26.0 LIMITATION OF LIABILITES

- 26.1 REC Transmission Projects Co. Ltd. shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, Sub-contractors, licensors, collaborators, venders, or subsidiaries.
- 26.2 The Consultant and REC Transmission Projects Co. Ltd. both agree that each shall assume full risk of damages of injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

27.0 CHANGES/ADDITIONS/DELETIONS

- 27.1 REC Transmission Projects Co. Ltd. shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, REC Transmission Projects Co. Ltd. will be advised accordingly and the same shall be mutually settled. However, the consultant shall continue to carry out the work pending till final settlement if any.
- 27.2 REC Transmission Projects Co. Ltd. reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes REC Transmission Projects Co. Ltd. shall give to the Consultant a notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by REC Transmission Projects Co. Ltd. and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.
- 27.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

28.0 NO WAIVERS

If Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve Consultant of any of its responsibilities under the assignment.

29.0 INSTRUCTIONS AND NOTICES

All notices to be given on behalf of REC Transmission Projects Co. Ltd. and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-

Charge.

All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

30.0 BANKRUPTCY

If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, REC Transmission Projects Co. Ltd. shall be at liberty:

1. To terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the consultant may become vested.
2. To give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by REC Transmission Projects Co. Ltd.

31.0 PROGRESS REPORT

31.1 The Consultant shall prepare and submit to REC Transmission Projects Co. Ltd. weekly progress report showing the progress and status of the `Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of REC Transmission Projects Co. Ltd. Draft formats of progress reports shall be enclosed by the Consultant with the offer.

31.2 It is understood that submission of such reports and reviews thereof by REC Transmission Projects Co. Ltd. shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

32.0 METHODOLOGY OF EXECUTION OF ASSIGNMENT

32.1 Consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intent to carryout in their office and estimated Man days. Consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.

32.2 Regular review meetings will be held one in fifteen days (15) in REC Transmission Projects Co. Ltd. Office and progress of work will be reviewed. The engineering co-ordination and consultant co-ordination procedure will be discussed and decided separately during the pre-award stage.

33.0 CORRESPONDENCE AND CONTRACT COORDINATION PROCEDURE

33.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure: -

33.2 On all technical matters pertaining to execution of the contract as per specification in the consultant shall directly interact with the Engineer-in-Charge.

33.3 All Correspondence from Owner the Consultant shall be made with the full time Coordinator to be identified by the Consultant and the agreed by the Owner

34.0 INSPECTION OF SITE BY CONSULTANT

The Consultant shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary information as to risks, contingencies, and other circumstances, which may influence or affect his tender, before bidding.

35.0 MANPOWER DEPLOYMENT

The Consultant shall deploy task force of well qualified and experienced engineering / science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Consultant in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of service included under the scope of the specification. The Consultant shall depute a senior level executive to act as fulltime overall coordinator and focal point for all interactions with REC Transmission Projects Co. Ltd. throughout the entire period of consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force Should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The owner may ask for suitable substitution of Engineers/Scientists in place of the proposed ones, if it so desires.

36.0 LIST OF EQUIPMENT / INSTRUMENTS

The Bidder shall provide a schedule of instruments / equipment available with it and/or with its collaborators (s)/ laboratories, which are intended to be used for each area of study separately. Further, the Bidder shall indicate in Schedule-4 the list of equipment proposed to be deployed for the study.

REC Transmission Projects Co. Ltd. shall not make any additional payment for any type of equipment / accessories required by the consultant for this package or for any other purpose.

37.0 CO-ORDINATION PROCEDURE

The Consultant shall propose in its offer the detailed co-ordination procedure with the owner for performing the services. The system to be adopted shall provide control and continuity of all functions. Owner's participation in the major decisions shall be essential to the extent desired by the owner. The coordination procedure and schedules of coordination review meeting between the Owner and the Consultant shall be mutually discussed and finalized before award of the contract.

38.0 COLLABORATION

The Consultant will be required to furnish the details its collaboration arrangement with various laboratories, institutions and other organizations along with consent letters from the collaborators categorically agreeing to carry out the assignment till the completion of the study. Such consent letter must contain a declaration that the consent given by the collaborator is irrevocable till successful completion of the assignment. The proposal will also precisely outline the responsibilities and task to be undertaken by the collaborator (s). The consent letters from the collaborators shall be enclosed with the Bid.

39.0 ASSOCIATION OF REC TRANSMISSION PROJECTS CO. LTD.

REC Transmission Projects Co. Ltd. may depute its Engineer / Representative to be present during the entire course of studies or any part thereof. The Engineer/authorized representatives will have to be provided necessary information when asked for. He may further monitor the field and laboratory activities, and supervise the finalization of the documents. The engineers will also discuss results of studies and may suggest different cases to be studied. The Consultant shall provide all facilities for REC Transmission Projects Co. Ltd. Engineers / Representatives to have fruitful participation in the work. The Consultant will submit all study results draft sections / documents to the EIC for his approval and the final document will be prepared after incorporating changes / modifications / additions / alterations suggested by the EIC.

40.0 LANGUAGE

The offer must be submitted in English language, all documents, specifications, schedules, notices correspondences, operation & maintenance instructions, drawings or any other written material in connection with this work shall be in English language.

41.0 UNITS & INDIAN STANDARDS / CODES / REGULATIONS

Indian Standards, codes and regulations, wherever applicable, shall be adopted and adhered to by the Consultant. In case of such Indian standards / codes / regulations being not available in particular areas, applicable and accepted International standards shall be followed.

42.0 OWNER'S RIGHT

Owner reserves the right for the following:

- a) Rejection of any or all offers without assigning any reason whatsoever.
- b) Rejection of any offer which is incomplete with regard to the required information of scope of work.
- c) Review of the work performed by the Consultant either himself or through another Consultant separately appointed by him and ask for any clarification and changes / modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Consultant in his work without any cost and liability to the Owner and without any dilution of the responsibility of the consultant.

43.0 TRAVEL EXPENSES

The travel expenses incurred by the Consultant's personnel for journeys to site or REC Transmission Projects Co. Ltd. Office or anywhere in connection with the study under Scope of this Specification will be borne by the Consultant and the owner will not take any responsibility whatsoever on this account

44.0 ACCESS TO Consultant's OFFICE / WORK SITE

The authorized representative (s) of REC Transmission Projects Co. Ltd. shall be provided access to the Consultant's and/or its Associates premises or to the work site at any reasonable time during the currency of this work for expediting, inspection & checking of the progress of the Consultant's work.

REC TRANSMISSION PROJECTS COMPANY LIMITED

Volume - III

Technical Specification for Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report for Transmission Lines in Ladakh Region

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TECHNICAL SPECIFICATIONS FOR SURVEY USING MODERN SURVEY TECHNIQUES.
PREPARATION OF BOQ, COST ESTIMATES AND PREPARATION OF REPORT

1. General Information & Scope of Work

- 1.1.** The technical specification covers survey using modern survey techniques including route alignment of transmission line, Preparation of BOQ, Cost Estimates, identification of substations sites and preparation of Report of the transmission system.

The scope of work inter-alia shall include the following: -

- a. Route Alignment using satellite imageries of NRSA and Survey of India maps to the extent required, inter-alia including: -
 - i. Identification of three alternative route alignments & selection of optimized route alignment in consultation with the Owner. This shall be done using low resolution satellite imageries of NRSA and Survey of India maps. The output shall be in the form of final route alignment on digitized topographical map with latest details/features upto 8 kms on both sides of selected route alignment (both in hard & soft copies).
 - ii. Digital terrain modeling wherever required along the selected route using contour data from duly updated topographical maps.
 - iii. Walk-over Survey of the route alignment (finalized in consultation with the Owner).
 - iv. Preparation of BOQ and Cost Estimation
 - v. Preparation of Survey Report including identification and explanation of route constraints (like Forest, Animal/Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc.), infrastructure details available enroute, various clearances required in the final route alignment, etc.
- b. The scope shall also include three dimensional perspectives for terrain characteristics for the purpose of selection of appropriate route alignment.
- c. Preparation of Survey Report incorporating the details as per Annexure-A
- d. Initiation of any forest clearance based on walk over survey of final route alignment, including filing of application and follow-up/co-ordination with the concerned Authorities.
- e. Estimation of the land required for the substations considering the scope of the substations specified at Clause 1.1 above including provision of staff quarter. Preparation of Single Line Diagram for assessment of land requirement including identification of three alternative of sites for the substation as detailed in Clause 4.0 hereinafter and assist in Land acquisition including filing of application and follow-up/co-ordination with the concerned Authorities

f. Preparation of alternative site identification Report incorporating the details as per Annexure-A

- 1.2. The quantities indicated in the scope of work are provisional. The final quantities for route alignment & survey (quantities in “kms” unit) shall be the route length along the optimized route alignment. The route alignment shall be carried out by the Contractor as per the technical specifications stipulated herein.
- 1.3. The Contractor must note that the Owner shall not be responsible for loss or damage to properties, trees etc. due to contractor’s work during survey. The Contractor shall indemnify the Owner for any loss or damage to properties, trees etc. during the survey work.
- 1.4. The Contractor should note that Owner will not furnish the NRSA satellite imageries or topographical maps prepared by Survey of India but will make available assistance that may be required in obtaining these by providing letters of recommendations, if required to concerned authorities. Bidder shall give along with their bid, clause by clause commentary indicating their confirmation / comments/ observation in respect of all clauses of technical specification.
- 1.5. The work shall be carried out by the contractor using modern surveying techniques. The bidder shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including software’s for image processing, etc. available with the bidder or his associates shall also be furnished with the bid.
- 1.6. Any other activity not specifically mentioned in this specification but required for successful completion of the scope of work shall be deemed included in the scope of the Consultant, without any cost implication to the Owner.

1.7. **Location Details**

The bidders may visit the site to acquaint themselves with the terrain etc. For this purpose or for any other clarifications, they may contact RECTPCL at the following address:

Chief Executive Officer,
REC Transmission Projects Company Ltd,
(a subsidiary of Rural Electrification Corporation Ltd.)
ECE House, 3rd Floor, Annexe - II,
28A, KG Marg, New Delhi - 110001
Ph.: (011) 47964705. 47964715,
Email: bgupta@recl.nic.in

2.1 **Route Alignment of Transmission Line**

Route Alignment shall be done using satellite imageries of NRSA (PAN & LISS-III merged product of minimum resolution corresponding to 1:25,000 scale) and Survey of India topographical maps (scale 1: 50,000). In case the required Survey of India maps are available in digitized form, the same shall only be procured and used by the contractor. The contractor shall identify & examine three alternative route alignments and suggest to the Owner the optimal route alignment between the terminal points.

2.2 Requirement of Transmission Line Routing

- 2.2.1** The alignment of the transmission line shall be most economical from the point of view of construction and maintenance.
- 2.2.2** Routing of transmission line through protected/reserved forest area should be avoided. In case it is not possible to avoid the forests or areas having large trees completely, then keeping in view of the overall economy, the route should be aligned in such a way that cutting of trees is minimum.
- 2.2.3** The route should have minimum crossings of Major river, Railway lines, National/State highways, overhead EHV power line and communication lines.
- 2.2.4** The number of angle points shall be kept to a minimum.
- 2.2.5** The distance between the terminal points specified shall be kept shortest possible, consistent with the terrain that is encountered.
- 2.2.6** Marshy and low lying areas, river beds and earth slip zones shall be avoided to minimize risk to the foundations.
- 2.2.7** It would be preferable to utilize level ground for the alignment.
- 2.2.8** Crossing of power lines shall be minimum. Alignment will be kept at a suitable distance from power lines to avoid induction problems on the lower voltage lines.
- 2.2.9** Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallelism with telecom lines shall be eliminated to avoid danger of induction to them.
- 2.2.10** Areas subjected to flooding such as Nalah shall be avoided
- 2.2.11** Restricted areas such as civil and military airfield shall be avoided. Care shall also be taken to avoid aircraft landing approaches.
- 2.2.12** All alignment should be easily accessible both in dry and rainy seasons to enable maintenance throughout the year.
- 2.2.13** Certain areas such as quarry sites, tea, tobacco and saffron fields and rich plantations, gardens & nurseries which will present the Owner problems in acquisition of right of way and way leave clearance during construction and maintenance, should be avoided.
- 2.2.14** Angle points should be selected such that shifting of the point within 100 m radius shall be possible at the time of construction of the line.
- 2.2.15** The line routing should avoid large habitations, densely populated areas, Forest, Animal/Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc. to the extent possible.
- 2.2.16** The areas requiring special foundations and those prone to flooding should be avoided.
- 2.2.17** For examination of the alternatives & identification of the most appropriate route, besides making use of information/data/details available/extracted through Survey of India Topographical maps and computer-aided processing of NRSA's satellite imagery, the contractor shall also carryout reconnaissance/walk over survey for verification & collection of additional information /data /details.
- 2.2.18** The contractor shall submit his preliminary observations & suggestions along with various information/data /details collected and also processed satellite imagery data, scanned topographical map data marked with the alternative routes etc. The final evaluation of the alternative routes shall be conducted by the contractor in consultation with Owner's representatives and optimal route alignment shall be

proposed by the contractor. Site visit and field verification shall be conducted by the contractor for the proposed route alignment.

2.2.19 Final digitized route alignment drawing with latest topographical and other details/features including all rivers, railway lines, canals, roads etc. **upto 8 kms on both sides** of selected route alignment shall be submitted by the contractor for Owner's approval along with report containing other information/details as mentioned above.

2.2.20 The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using GPS instrument. For all such locations, permanent land marks such as rock, boulders, culverts etc. shall be provided with suitable white paint marks with directional and REC markings.

3.1.1 Tower Scheduling

The following shall be borne in mind:

a) Span

The maximum length of a section shall not exceed 5 Km in plain terrain and 3km in hilly terrain. A section point shall comprise of tension point with DB/B type or DC/C type or DD/D type towers as applicable. The normal span shall be considered as 350 m for 220 kV, 400 m for 400 kV lines and 450 m for 765 kV lines.

b) Road Crossings

At all important road crossings, the tower shall be fitted with double suspension or tension insulator strings depending on the type of tower.

c) Railway Crossings

All the railway crossings enroute the transmission line shall be identified by the Contractor. The crossings shall be supported on DD/D type towers on either side. The crossing span will be limited to 300 meters.

d) River Crossings

Suitable type of suspension/tension tower shall be used for river crossings. For non navigable river, clearance shall be reckoned with respect to highest flood level (HFL).

e) Power line Crossings

Where this line is to cross over another line of same voltage or lower voltage, DA/A type towers with suitable extensions shall be used.

Provisions to prevent the possibility of its coming into contact with other overhead lines shall be made in accordance with the Indian Electricity Rules, 1956 as amended up to date. In order to reduce the height of crossing towers it may be advantageous to remove the ground wire of the line to be crossed (if this is possible and permitted by the owner of the line to be crossed).

Minimum clearance in meters between lines when crossing each other:

S. No.	Nominal System Voltage	110-132kV	220kV	400kV	800kV
1.	110-132KV	3.05	4.58	5.49	7.94
2.	220KV	4.58	4.58	5.49	7.94
3.	400KV	5.49	5.49	5.49	7.94
4.	800 KV	7.94	7.94	7.94	7.94

For power line crossings of voltage level of 132 kV and above, an angle tower shall be provided on either side of DA/A type tower to act as temporary dead end condition with proper guying.

f) Telecommunication Line Crossings

The angle of crossing shall be as near to 90 degree as possible. However, deviation to the extent of 30 degree may be permitted under exceptionally difficult situations.

3.2 Clearance from Ground, Building, Trees etc.

Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with the Indian Electricity Rules, 1956 as amended up to date.

The contractor shall also intimate the owner, his assessment about the likely amount of tree and crop compensation etc. required to be paid by the owner during execution stage. This assessment shall be done considering prevailing practices/ guidelines, local regulation and other enquiries from local authorities.

3.3 Survey Report

3.3.1 Each angle point location shall be shown with detailed sketches showing existing close-by permanent land marks such as specific tree(s), cattle shed, homes, tube wells, temples, electric pole/tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report.

3.3.2 Information w.r.t. infrastructure details available enroute, identification and explanation of route constraints, etc shall also be furnished in the Survey report and shall inter-alia include the following:

3.3.2.1 All observations which the Contractor thinks would be useful to the construction of the transmission lines mentioned under scope of work are to be reported.

3.3.2.2 Some portions of the line may require clearance from various authorities. The Contractor shall indicate the portion of the line so affected, the nature of clearance required and the name of concerned organizations such as local bodies, municipalities, P&T (name of circle), Inland navigation, Irrigation Department, Electricity Boards and Zonal railways, Divisional Forest Authorities etc.

4.0 Sub Stations

4.1 The contractor shall estimate and verify the requirement of land for the scope of the substations mentioned at clause 1.1, including provision of staff quarters and for this purpose, the contractor shall prepare a Single Line Diagram for the Sub-station in order to assess the requirement of land. The contractor shall identify a minimum of three sites of adequate size for sub-station. The optimum location of sub-station shall

be finalized in consultation with the Owner. The Contractor shall estimate the cost of the proposed site keeping in view the area required (including provision of staff quarters) and the prevalent rate/acre for various types of land, which shall also be separately indicated. The details as per Annexure-A shall be furnished for each of the proposed alternative sites of the sub-station.

5.0 Statutory Regulations and Standards

5.1 Statutory Regulations

The Contractor is required to follow local statutory regulations stipulated in Electricity (Supply) Act 2003, Indian Electricity Rules, 1956 as amended and other applicable local rules and regulations.

6.0 Completion Period for Survey using Modern Survey Techniques and preparation of report

6.1 Submission of alternate route alignments for transmission line, finalization of optimized route alignments of Transmission Line in consultation with the Owner, walk over survey of optimized route, identification of three alternatives for sub-station land, submission of draft report, Final report (duly incorporating comments/suggestions of Owner within 7 days, after receiving comments, suggestions) etc. shall be completed **within 1.5 months from the date of LOA**. The major milestone activities for the packages shall be as under:

Submission of draft Report to RECTPCL	Within 35 Days from date of LOA
Comments/suggestions by RECTPCL on draft report	Within 3 days of submission of draft Report
Submission of Final Report along with all deliverables	Within 7 days (Total completion period of 1.5 months)

6.2 The Consultant’s scope of work shall also include assisting RECTPCL in initiating acquisition of Land (applicable only in case scope of work for survey includes new Sub-station otherwise this may be deemed as deleted) and forest clearance (if optimized route is passing through forest land), from concerned authorities as may be required. Any statutory/license fee if required to be paid to State/Central Government or any Government body for acquisition of land or for obtaining forest clearances, shall be paid by REC Transmission Projects Co. Ltd. directly to the concerned agency.

6.3 The Consultant shall be required to attend the meetings/conference as per the requirement of the assignment.

7.0 Deliverables:

All the deliverables, as mentioned in this clause and Technical Specifications (Volume-III) shall be submitted.

- 7.1 The consultant will submit progress report for all the works/ studies/ survey every fortnight as per the format mutually agreed upon.
- 7.2 The consultant will submit three (3) copies of the draft report with requisite plans & drawings in English language.
- 7.3 The consultant will submit Ten (10) copies of Final Report (high quality printout) with requisite plans & drawings in English language. The Final Report should be submitted within 7 days after comments of RECTPCL on draft Report. The final report and drawings (both hard copy as well as soft copy) shall also include the GPS coordinates of selected points of the final route as per specifications.
- 7.4 Ten (10) soft copies (CD) shall also be submitted for the Report along with drawings.
- 7.5 All raw data for all the studies/ reports/ surveys shall also be submitted.
- 7.6 All reports shall be submitted in A4 size sheets, properly bound and printed using good quality paper & material.
- 7.7 Any other deliverable as per scope of work defined in Technical specifications (Volume-III).

Content of Work for Report

Description

1. Project Highlight
2. Brief Background
3. Scope of Work
4. Complete technical profile of the project giving technical parameters of the Transmission System & equipment.
5. Metrological data like temp., humidity, rainfall, wind zone, pressure & wind direction.

6. **DETAILS RELATED TO TRANSMISSION LINE**
 - a. Survey Report covering the scope of work detailed in the specification with all maps & other enclosures including details of the following enroute the transmission line
 - b. Places of Archaeological importance, river, streams, Estuary, sea, hills/ mountains etc.
 - c. Places of Historical, Cultural, Religious or Tourist importance
 - d. Defense installation
 - e. Railway Crossings
 - f. Power Line / Telecom Line Crossings
 - g. Land Availability (if required for acquisition)
 - i. Extent of land available
 - ii. Land use pattern (agricultural, barren, forest etc.)
 - iii. Land ownership (Govt. Pvt., tribal, non-tribal etc.)
 - h. Environmental and social aspect
 - i. Forest Involvement / Clearance
 - ii. Social Issue / R&R Measure

7. **DETAILS RELATED TO SUB-STATION**

Following details need to be provided for each alternative.

7.1 Land

- a) Size (Acre)(Mtr. x Mtr)
- b) Govt. /Private/Forest land
- c) Agriculture/Waste land
- d) Development
- e) Approximate cost
- f) Type of soil
- g) No. of Owners
- h) Environment/Pollution in the vicinity
- i) Location with reference to nearest town
- j) H.F.L. Date
- k) Diversion of Nallah/Canal required

- l) Slope
- m) Extent of leveling required
- n) Land acquisition feasibility
- o) Rate of Govt. Land
- p) No. of Owners
- q) Extent of approach
- r) Planned/unplanned development
- s) Size of sites (m x m)
- t) No. of families displaced
- u) Level of site with reference to road level
- v) Distance from sea shore
- w) Approach

7.2 **Obstacles in reaching site**

- a. Nearby main road
- b. Length of approach road to be constructed
- c. Distance from main road
- d. Nearest railway station (BG/MG)
- e. Unloading facility at railway station
- f. No. of Culverts required
- g. Nearest EHV line
- h. Length of line between this site & nearest substation for construction power
- i. Length of proposed line (Approx.)
- j. Additional crossings
- k. Frontage for line take off
- l. Telephone/Telegraph line

7.3 **Community Facilities**

- a) Drinking Water
- b) Drainage
- c) Distance from
 - Post Office
 - Telephone
 - School
 - Market
- d) Security
- e) Availability of construction water
- f) Availability of drinking water

8.0 Any Other detail

Form of Contract Performance Guarantee

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

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

REC Transmission Projects Company Limited,

India

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

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 Agreement Order.

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

this bank guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must received by us on or before expiry period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manager
Seal of Bank

DRAFT CONTRACT AGREEMENT

Draft 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 "Consultants").

WHEREAS

- (A) The Owner intends to hire Consultant to provide the Consultancy service for Engagement of Survey Agency for survey using Modern Survey Techniques, Preparation of BOQ, Cost Estimates and Preparation of Report.
- (B) The Owner has requested the Consultants to provide certain consultancy services required for the Project as defined hereinafter (hereinafter called the "Services").
- (C) The Consultants, 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 Consultants;
- (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 Consultants as employees and assigned to the performance of the Services or any part thereof.
- (e) "Party" means the Owner or the Consultants, as the case may be;
- (g) "Services" means the work to be performed by the Consultants 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 Consultants 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 Consultants. The Consultants, 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 Consultants:

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 Ladakh region in the state of Jammu and Kashmir.

1.8 Authority of Consultants

The Consultants hereby authorize _____ to act on their behalf in exercising the entire Consultants' 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 Consultants by _____ or his designated representative.

1.10 Taxes and Duties

The consultants 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 Consultants shall begin carrying out the Services immediately viz. from the date of issue of LOI/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 cause 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, REC shall have the option of canceling 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 fulfill 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 Consultants, 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 Consultants, suspend all payments to the Consultants hereunder if the Consultants 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension and 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 Consultants (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 Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-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 Consultants 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultants submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants 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, 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 Consultants 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 Consultants:

- (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 Consultants' personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants 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 Consultants 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 Consultants 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 Consultants, 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 Consultants 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 Consultants 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 Consultants 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 Consultants

The Consultants shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract [Note: If the Consultants consist of more than one entity, this should be changed to read -“The Consultants 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 Consultants in such performance, subject to the following limitations:

- (a) The Consultants 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 Consultants or the Personnel of either of them; and
- (b) The Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultants had no control.

3.5 Indemnification of the Owner by the Consultants -

The Consultants 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 Consultants, 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 Consultants' 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, Consultants 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 appointment. The Consultants shall remain fully liable for the performance of the services by its personnel pursuant to this contract.

3.7 Reporting Obligations

The Consultants shall submit to the Owner the reports and documents 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 Consultants to be the Property of the Owner:

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

4.1 General

The Consultants 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 Consultants' 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 Consultants 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 Consultants 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 fulfill 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 Consultants, it becomes necessary to replace any of the Personnel, the Consultants 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 Consultants 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 Consultants 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 Consultants 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 Consultants under this Contract the owner shall make to the Consultants 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-E**.

6.0 PAYMENTS TO THE CONSULTANTS

6.1 An all-inclusive cost of services and 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 submission and acceptance of Draft Project Report	50% of Contract Value specified for project
2.	After submission & acceptance of the Final Report.	50% of Contract Value specified for project

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 Consultants 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 is completed.

7.0 LIQUIDATED DEMAGES FOR DELAY IN COMPLETION

For any delays attributable to the Consultant, beyond the Scheduled dates/period of completion of various activities as per the agreed work schedule, the Consultant shall pay to REC Transmission Projects Co. Ltd., liquidated damages, and not as penalty, an amount worked out at the rate of 1% (one per cent) of total contract value per week or part thereof. However, the total liability of the consultant under this clause shall not exceed 10 % (Ten Percent) of the Contract Values as awarded.

8 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 **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 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 [CONSULTANTS]

By _____

Authorized Representative

Place;

Date:

Encl: Copy of Letter of Award No. _____ dated _____

DESCRIPTION OF THE SCOPE OF WORK/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

CONSULTANTS' 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 and man-days for each]

DUTIES OF THE OWNER

The Consultants 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 specified in the bidding documents.

(COST OF SERVICES)

**PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE**

This deed of Guarantee made this _____ day of _____ 20____ 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 “REC TPCL”) which expression shall include its successors and assigns.

WHEREAS REC TPCL 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 REC TPCL 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 RECTPCL 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 REC TPCL 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 REC TPCL, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ only)

We further agree as follows:

- 01 That REC TPCL 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 REC TPCL 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 REC TPCL 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. up.....to _____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 NO 1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation
Address (in legible letters) with

Attorney as per Power of
Attorney No _____
Dated _____

WITNESS NO. 2

(Signature)
Full name and official
Address (in legible letters)

**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.