



Open E-Tender No.: RECPDCL/TBCB/CONSULTANCY FIRM/2021-22/2158

GeM Non Availability Report (GAR) No.: GEM/GARPTS/09112021/CZKJP4UGK903

(Single Stage Two-Envelope Bidding Process with e-Procurement)

Request for Proposal for

**EMPANELMENT OF CONSULTANCY FIRMS TO PROVIDE
CONSULTANCY SERVICE FOR**

**SELECTION OF DEVELOPER FOR ESTABLISHMENT OF TRANSMISSION
SYSTEM THROUGH TARIFF BASED COMPETITIVE BIDDING ROUTE “**

Key Dates

Date of Release of RFP/ NIT	17 December 2021
Deadline for Submission of Proposal/Bid	07 January up to 1500 Hours (IST)
Date & Time of Opening of Technical Proposal/Bid	07 January at 1530 Hours (IST)

REC Power Development and Consultancy Limited

(formerly known as REC Power Distribution Company Limited)

Regd. Office: Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi- 110003.

Corporate Office: D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,
Landmark: Near IFFCO Chowk Metro Station

Website: www.recindia.com ; <https://www.recpdcl.in> **Email:** pshariharan@recl.in; ankit.kumar@recpdcl.in

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Notice

This Section includes Request for Proposals.

Section 2: Eligibility Requirements

This Section contains information regarding specific eligibility requirements applicable for prospective consultants to be considered for further evaluation of their proposal.

Section 3: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Data Sheet” contains information specific to selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information. This Section provides information to help prospective consultants prepare their proposals. Information is also provided on the method of selection, qualification requirement, submission, opening and evaluation of proposals, contract discussions and award of contract.

Section 4: Technical Proposal – Forms

This Section includes the forms for Technical Proposal that are to be completed by the prospective consultants and submitted in accordance with the requirements of Section 3.

Section 5: Financial Proposal – Forms

This Section includes the financial forms that are to be completed by the prospective consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 3.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, tasks required to implement the assignment, and relevant background information, and lists the expected deliverables wherever applicable.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORM

Section 8: Standard Form of Contract

This Section includes standard contract forms. It includes General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”). The SCC include clauses specific to this contract to supplement the General Conditions.

PART III – CONTRACT RELATED FORMS

Section 9: Contract Related Forms

This Section includes contract related forms. It is for Notification of Awards, Performance Security/ Contract Performance Guarantee etc.

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PART I

SELECTION PROCEDURES AND REQUIREMENTS

SECTION – 1: Request for Proposal Notice**EMPANELMENT OF CONSULTANCY FIRMS TO PROVIDE
CONSULTANCY SERVICE FOR SELECTION OF DEVELOPER FOR
ESTABLISHMENT OF TRANSMISSION SYSTEM THROUGH TARIFF BASED
COMPETITIVE BIDDING ROUTE****REC Power Development and Consultancy Limited (RECPDCL) (formerly REC Power
Distribution Company Limited)****PROCUREMENT NOTICE****(Single Stage Two-Envelope Bidding Process with e-Procurement)****NATIONAL OPEN COMPETITIVE PROCUREMENT**

Contract Title: Empanelment of Consultancy firm for providing consulting Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route.

Request for Proposal (RFP)/NIT No: RECPDCL/TBCB/CONSULTANCY FIRM/2021-22/2158

Issued on: 17.12.2021

1. REC Power Development and Consultancy Limited (RECPDCL) (formerly REC Power Distribution Company Limited) invites online Proposals from Consultants to empanel them for providing Consulting Services to RECPDCL for selection of developer for Transmission System allocated by the Ministry of Power, GoI / other State Governments/ Authorities from time to time to be implemented through tariff based competitive bidding (TBCB) process. Consultants are advised to note the clauses on Eligibility Requirements and Qualification Requirements of Proposals in Section 2 and Section 3 of the RFP document.
2. Bidding for selection of consultant will be conducted through national open competitive procurement.
3. The RFP document is available online on <https://www.recpdcl.in>, www.recindia.com, www.tenderwizard.com/REC and www.eprocure.gov.in from 17.12.2021, free of cost. The prospective Consultant would be responsible for ensuring that any addenda/ corrigendum/ amendment available on the website is also downloaded and incorporated.
4. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 3.
5. Under the Single Stage Two-Envelope Bidding process, the Consultant shall not quote, disclose or submit its price in the Technical Proposal (First Envelope) or in any other manner, whatsoever,

*Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of
Transmission System through Tariff Based Competitive Bidding route*
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except as part of the Financial Proposal (Second Envelope). In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.

6. An incomplete and/or ambiguous and/or conditional Proposal and/or Proposal submitted late is liable to be ignored/ summarily rejected.
7. Proposal must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any Proposal or modifications to Proposal received outside the e-Procurement system will not be considered, unless otherwise specified in Section 3. RECPDCL shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, RECPDCL shall not be liable for any information not received by the Consultant. It is the Consultants' responsibility to verify the website for the latest information related to this RFP.
8. Salient details pertaining to this RFP Notice including submission and opening of proposal, bid security, cost of documents, address for communication, etc., are given in the TABLE below.
9. If RECPDCL office happens to be closed on the specified date of opening of the Proposals, the Proposals/ bids will be opened on the next working day at the same time and venue or as may be notified by RECPDCL.
10. Other details can be seen in the RFP document.

TABLE- SALIENT DETAILS OF RFP NOTICE:

RFP/NIT No.	RECPDCL/TBCB/CONSULTANCY FIRM/2021-22/2158
GeM GAR & PTS ID No.	GEM/GARPTS/09112021/CZKJP4UGK903
Contract Title for the Procurement	Empanelment of Consultancy firm for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route
Mode of Procurement/Bidding	Single Stage Two-Envelope Bidding Process with e-Procurement/ e-Tendering
Date of Release of Request for Proposals	17th December , 2021
Last date of Submission of Clarification (if any)	27th December, 2021
Last date of Proposal/ Bid Submission	07th January, 2022 up to 1500 Hours (IST)
Date of Opening of Technical Proposals	07th January, 2022 at 1530 Hours (IST)
Opening of Financial Proposals	To be notified through web portal later. Financial Proposals of only those Consultants/ bidder shall be opened who are found responsive, eligible and qualified upon evaluation of Technical Proposals.
Location of Submission/ Opening of Proposals, as applicable	Sh. P S Hariharan, Addl. CEO-II (RECPDCL), D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001 Landmark: Near IFFCO Chowk Metro Station.
Type of Procurement	Consulting Services
EMD/ Bid Security	Not Applicable. However, Bid Securing Declaration to be submitted as specified in Section 3.
Performance Security	<ul style="list-style-type: none"> • 3% of Contract Price for each Assignment Contract awarded based on empanelment, till 31.12.2021 • 10% of Contract Price for each Assignment Contract awarded based on empanelment, after 31.12.2021 <p>Note: In case of any change/ modification by GoI on guidelines regarding Performance Security, the same shall also be applicable as and when adopted by RECL/ RECPDCL.</p>
Bid/ Proposal Validity period	120 days from date of Opening of Technical Proposals

Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route
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Time period of empanelment	The empanelment shall be for a period of 02 (Two) years from the Effective Date of the Contract for Empanelment, with a provision for extension by additional 1 (One) year at sole discretion of RECPDCL.
Address for Correspondence	Sh. P S Hariharan, Addl. CEO-II (RECPDCL), D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001 Landmark: Near IFFCO Chowk Metro Station
Contact Details of E-Tender Wizard Support Team:	Sh. Amrish - 8799753401, amrish.t@etenderwizard.com; Sh. Krishna – 8800900127, krishna.a@etenderwizard.com

Section – 2: Eligibility Requirements

Technical Proposals shall be evaluated as per ITC 21, inter-alia, on the basis of their responsiveness to and Consultant's compliance with the Eligibility Requirements specified herein below:

A: Eligibility

1. Only professional Consultants, legally established in India to offer consulting services are eligible to bid (submit their Proposal in response to RFP). The Consultant should be a registered entity in India under the Companies Act, 1956/ 2013 or LLP Act or Partnership firm.
2. Consortiums/ Joint Venture (JV), as defined in **Clause ITC 1(m) of Section 3**, with each of the Consortium/ JV members individually meeting the requirement specified in Clause 1 above, are also eligible to bid. In case of Consortium/ JV, the Financial Consultant (i.e, the member providing consulting services on financial matters and deploying financial experts) shall be the Lead Consortium/ JV Member and the Legal Consultant (i.e, the member providing consulting services on legal matters and deploying legal experts) shall be the Consortium/ JV Member. In case of Consortium/ JV, the bidding Consortium/ JV (also referred to as the Consultant) shall submit a Consortium Agreement in its Technical Proposal as per the format enclosed at Attachment to Form Tech -1 in **Section 4** of the RFP/ bidding document. No change in the structure / constitution of the Consortium/ JV shall be permitted at any stage till the entire time period of empanelment including any extension thereto and completion of assignments thereunder.
3. As an exception to the foregoing Clause 1 & 2 above:
 - a. **Sanctions** : Consultants, which includes any of the Consortium members in case of bidding Consortium as per Clause 2 above, banned/ debarred/ blacklisted by RECPDCL/ RECL or any of its subsidiary/ PFC Ltd. or any of its subsidiary/ Government of India/ Ministry of Power/ any Regulatory Authority, as on the date of submission of Proposal, are not eligible to bid.
 - b. **Prohibitions**: Firms and individuals of a country or goods/ services manufactured/ produced in a country shall be ineligible if so indicated in in this Section 2 and, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
 - c. **Restriction for Public Employees**: Serving Government officials and civil servants are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
 - (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Government.
4. To be eligible to bid, the Consultants must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -

- a. An entity incorporated, established, or registered in such a country; or*
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or*
- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
- d. An entity whose beneficial owner is situated in such a country; or*
- e. An Indian (or other) agent of such an entity; or*
- f. A natural person who is a citizen of such a country; or*
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;*

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- (c) **“Assignment Contract”** shall mean the contract constituted through the ‘Notification of Award of Assignment’ issued by RECPDCL to the Consultant, during the time period of empanelment for rendering the consulting services for the Assignment, under and as per the terms and conditions of the Contract for Empanelment.
- (d) **“RECPDCL”** means the entity that signs the Contract for the Services with the selected Consultant and includes its various divisions/ offices, as briefly described in **Data Sheet**.
- (e) **RECPDCL’s Personnel”** is as defined in Clause GCC 1.1 (c).
- (f) **“Consultant”** means a legally-established professional consulting firm or an entity, including **“Joint Venture (JV)”** / **“Consortium” referred to in sub-clause 1(i)**, that may provide or provides the Services to RECPDCL under the Contract.
- (g) **“Contract for Empanelment” (also referred to as “Contract” for brevity)** means a legally binding written agreement signed between RECPDCL and the Consultant and includes all the attached documents listed therein (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect specific assignment issues and conditions to supplement the provisions of ITC.
- (i) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of RECPDCL. It excludes RECPDCL’s official public holidays.
- (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

- (k) **“Government”** means the government of India, State Government or Local Government as applicable.
- (l) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by RECPDCL).
- (m) **“Joint Venture (JV)” / “Consortium”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV/ Consortium, and where the members of the JV/ Consortium are jointly and severally liable to RECPDCL for the performance of the Contract. Whether or not bidding by Joint Venture/ Consortium is permitted, is specified in **Section 2**.
- (n) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) **“Instructions to Consultants”/ “ITC”** (this Section 3 of the RFP) means the Instructions to Consultants that, along with other Sections, provides the Consultants with all information needed to prepare their Proposals.
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) **“RFP”** means the Request for Proposals issued by RECPDCL for the empanelment of Consultancy firm. Bidding against the Request for Proposal shall be under Two Envelope Single Stage Bidding Process. The bidding process will be conducted with Electronic – Procurement System (e- Procurement/ e-Tendering/ e- Bidding System) as specified in **Data Sheet**.
- (s) **“Services”** means the work to be performed/ consulting services to be rendered by the Consultant pursuant to the Contract.
- (t) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation as defined in the law in force enacted by the relevant Government including but not limited to any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including,

but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse as defined in the law in force enacted by the relevant Government including but not limited to actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (u) **“Sexual Harassment” “(SH)”** as defined in the law in force enacted by the relevant Government including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or RECPDCL’s Personnel.
- (v) **“Sub-consultant”** means legal consultant to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to RECPDCL for the whole performance of the Contract.
- (w) **“Terms of Reference (TORs)”** (Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of RECPDCL and the Consultant, and expected results and deliverables of the assignment and/or the consulting services to be rendered.

2. Introduction

- 2.1 RECPDCL, intends to empanel Consultants from those who submit their Proposal in response to the Request for Proposals (RFP), in accordance with the **method of selection** specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit their Proposal comprising a Technical Proposal and a Financial Proposal, for empanelment of Consultancy firm for providing the Consulting Services named in the **Data Sheet**, to RECPDCL. The Proposal will be the basis for evaluation and holding discussions, if required, and ultimately signing of the Contract for Empanelment. Based on the Contract for Empanelment, separate Notification(s) for Award of Assignment shall be issued by RECPDCL during the time period of empanelment, each of which shall constitute separate Assignment Contract. Nature of the envisaged Contract, in general, and the time period of empanelment is as indicated in the **Data Sheet**.
- 2.3 The Consultants should familiarize themselves with the local and field conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

3. **Conflict of Interest**
- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding RECPDCL's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to RECPDCL any situation of actual or potential conflict that impacts its capacity to serve the best interest of its RECPDCL. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by RECPDCL.
- 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
- a. Conflicting Activities**
- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by RECPDCL to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting Assignments**
- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for RECPDCL or for another entity of the Government.
- c. Conflicting Relationships**
- (iii) Relationship with RECPDCL's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of RECPDCL or its subsidiaries/ affiliates who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to RECPDCL throughout the selection process and the execution of the Contract.

4. **Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, RECPDCL shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information available with it, that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. **Fraud and Corruption**
- 5.1 RECPDCL requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ RECPDCL and the provisions of **Section 6**.
6. **Eligibility and Qualification Requirements**
- (a) **Eligibility Requirements**
- 6.1 The eligibility requirements for submission of Proposals against the RFP are given in **Section 2**. Proposals, if any, from Consultants not complying with the same shall be outrightly rejected and shall not be considered for evaluation.
- (b) **Qualification Requirements**
- 6.2 The Qualification Requirements for Consultants are given in **Data Sheet**. Proposals submitted by the Consultants shall be evaluated to ascertain their compliance with Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Proposal, as specified in ITC. A Proposal shall be rejected if the Consultant submitting the Proposal, fails to meet the Qualification Requirements. Proposals submitted by those Consultants who meet the Qualification Requirement shall be shortlisted for further evaluation of their Proposal.
- B. Preparation of Proposals**
7. **General Considerations**
- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and RECPDCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. RECPDCL is not bound to accept any proposal, and reserves the right to annul the selection process at

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any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and RECPDCL, shall be written in English language.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Consultant shall submit duly signed Integrity Pact with its Technical Proposal, interalia, to observe, in competing for and executing a contract, laws in force in India against fraud and corruption (including bribery).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture/ Consortium, if Proposal from Joint Venture/ Consortium is permitted as per Clause ITC 6.1 and Section 2) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium. If a Consultant, including any Joint Venture/ Consortium member (Lead or other than lead member), submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity & Bid Securing Declaration** 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by RECPDCL in accordance with ITC 13.1.1.
12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the total price. The Consultant shall, accordingly, submit a **Bid Securing Declaration** along with its Technical Proposal, if so specified in the **Data Sheet**. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions by RECPDCL.
12.3 RECPDCL will make its best effort to complete the discussions if required, and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, RECPDCL may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- a. **Extension of Proposal Validity**

- 12.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.6.
- 12.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.6 If any of the Key Experts becomes unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to RECPDCL together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 12.7 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if substitute Key Expert or the provided reasons for the replacement or justification are unacceptable to RECPDCL, such Proposal will be rejected.
- c. Sub-Contracting**
- 12.8 The Consultant shall not subcontract the whole of the Services. The Consultant may subcontract part of the Services if so indicated in the **Data Sheet**, only with prior written permission of RECPDCL
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to RECPDCL's address indicated in the **Data Sheet**. RECPDCL will respond in writing, or by standard electronic means, including posting it on website. Should RECPDCL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, RECPDCL may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment will be binding on all the Consultants who submit their Proposal.
- 13.1.2 If the amendment is substantial, RECPDCL may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 RECPDCL may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the RECPDCL's estimated total cost of the assignment, but not both. Notwithstanding the estimate as above, if indicated in the Data Sheet, the said estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same
- 14.1.2 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. If the assignment is under Fixed-Budget selection method, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall be prepared using the Forms provided in Section 4 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Forms provided in Section 5 of the RFP. The lump-sum charges (**referred to as the Lump-Sum Price/ Cost**) to be quoted by the Consultant in the Financial Proposal shall be inclusive of all costs and expenses for rendering/ providing the Services, compete in all respect for each assignment and shall interalia include and cover:
- (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts and/or non-Key Expert estimated by the Consultant as well as factors for social charges/ allowances and overheads:

- (ii) the cost of backstopping by home office staff and/ or any Key non-Key Expert:
 - (iii) the Consultant's profit and overheads, etc.;
 - (iv) all taxes, duties and levies whatsoever except those reimbursable/ payable by RECPDCL as per ITC 16.3; and
 - (v) any other items as may be applicable including all cost and expenses towards travel, transportation, boarding, lodging etc. , but excluding reimbursable expenses if so indicated in the **Data Sheet**.
- a. Price Adjustment** 16.2 For the assignment, a price adjustment provision for inflation for remuneration applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Only those taxes and duties, as specified in the **Data Sheet** shall be reimbursed/ paid by RECPDCL as per actuals.
- c. Currency of Proposal** 16.4 The Consultant is required to express the price for its Services in Indian Rupee only, failing which the proposal is liable to be rejected.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies of the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission of Proposals**
- 17.1 The Consultant shall submit a digitally signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal) through the e-Procurement/ e- Tendering system except if and to the extent otherwise specified in the **Data Sheet**. The electronic submission procedure specified in the RFP Notice and **Data Sheet** shall be applicable.
- 17.2 An authorized representative of the Consultant shall digitally sign the submissions in the required format for both the Technical Proposal and the Financial Proposal to be submitted through the e-Procurement/ e- Tendering system. Documents, if any, specified in the **Data Sheet** to be submitted in hard copy shall be duly signed by the authorized representative. The authorization shall be in the

form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture/ Consortium , if permitted as per Clause ITC 6.1 and Section 2, shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal as per ITC 17.1 and 17.2 above.

17.4 The deadline for submission and receipt of Proposals through the e-Procurement / e- Tendering system is indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by RECPDCL after the deadline through any means or medium, whatsoever, shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact RECPDCL on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly RECPDCL in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject sanctions.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact RECPDCL on any matter related to the selection process, it shall do so only in writing. However, RECPDCL is not bound to respond if it considers the same inappropriate.

19. Opening of Technical Proposals

19.1 RECPDCL's bid opening committee shall conduct the electronic opening of the Technical Proposals submitted and received through the e-Procurement/ e-Tendering system, in the presence of the Consultants' authorized representatives who choose to attend the online opening. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain unopened in the e-Procurement/ e-Tendering system securely, until they are opened in accordance with ITC 22.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant; (ii) any modifications to the Proposal submitted through the e-Procurement/ e-Tendering

system prior to proposal submission deadline; and (iii) any other information deemed appropriate.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, RECPDCL will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals including any response to clarifications sought by RECPDCL which does not alter the substance of the Proposal or the price.

21. Evaluation of Technical Proposals

- 21.1 RECPDCL's evaluation committee shall evaluate the Technical Proposals for determining:
- (a) Consultant's compliance to the eligibility requirements specified in Section 2;
 - (b) Consultant meeting the Qualification Requirements specified in ITC 6.2 in Data Sheet;
 - (c) Proposal's responsiveness to the Terms of Reference and the RFP;

At this stage, a Proposal shall be rejected if the same is not meeting on any of one the aspects listed in (a), (b) or (c) above is not in the affirmative.

22. Public Opening of Financial Proposals

- 22.1 After the technical evaluation is completed pursuant to ITC 21.1, and approved by the competent authority, RECPDCL may at its discretion and specific written request of the consultant and on case to case basis notify the Consultants whose Proposals were considered non-responsive to the RFP and TOR, or did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement, as applicable, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or, did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement, as applicable ; and/or;
 - (ii) their Financial Proposal will be archived in the e-Procurement/ e-tendering System unopened, after completing the empanelment process. Financial Proposals will be archived in the e-Procurement/ e-Tendering system unopened, after completing the selection process and Contract signing.

22.2 RECPDCL may at its discretion and on receipt of specific written request from the consultant on case to case basis, simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR and, compliant with the Eligibility Requirement and, meeting the Qualification Requirement advising them the following their Proposal was responsive to the RFP and TOR, and compliant with the Eligibility Requirement and, met the Qualification Requirement and,; and/or

- (i) their Financial Proposal will be opened through the e-Procurement/ e-Tendering system at the public opening of Financial Proposals; and/or
- (ii) notify them electronically through e- Procurement/ e-Tendering system and/ or through e-mail, of the date, time and location of the public opening and invite them to be present for the opening of the Financial Proposals at their option.

22.3 The Financial Proposals opening date shall be no less than two (2) Business Days from the date of notification referred to in ITC 22.1 and 22.2.

22.4 The Consultant's attendance at the opening of the Financial Proposals in person is optional and is at the Consultant's choice. The opening will be conducted online through the e-Procurement/ e-Tendering system.

22.5 The Financial Proposals shall be opened publicly by RECPDCL's bid opening committee. At the opening, the names of the Consultants whose Financial Proposals are being opened , shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.

23. Correction of Errors

23.1 Activities and items described in the RFP/Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the quoted prices, including the applicable taxes, duties and levies, etc., and no corrections will be made to the Financial Proposal. Further all the activities or items in the Financial Proposal as specified in the RFP document shall be quoted failing which the Financial proposal is liable to be summarily rejected and not considered in evaluation.

23.1.1 As a rule, since the contract is envisaged as Lump-Sum contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments to the Lump-Sum Price/

Cost shall be made. However, if and in case, the RFP document specifies more than one activity/item for which lump-sum price is to be quoted individually and/or the quantity of the specified item(s)/ activity(ies) is more than 1(one), the following shall be applicable:

- (a) The e-procurement system automatically calculates the total amount from unit lump-sum price/ cost of the activity (ies)/ item(s) and quantity thereof, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.
- (b) Any bid which is found to have tampered or modified the electronic logic of the e- procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the Bidding Documents including those regarding fraud etc..

23.1.2 The total price, exclusive of taxes and duties reimbursable/ payable by RECPDCL, as per ITC 24, shall be considered as the offered price.

23.1.3 Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.

24. Taxes

24.1 RECPDCL's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the **Data Sheet**.

25. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

25.1 In case the applicable method of selection specified in **ITC 2.1** is QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions specified in **the Data Sheet** . The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves

the highest combined technical and financial scores, will be invited for discussions, if required.

Fixed-Budget Selection (FBS)

25.2 In case the applicable method of selection specified in **ITC 2.1** is FBS, those Proposals that exceed the budget indicated in ITC 14.1.2 of the **Data Sheet** shall be rejected.

25.3 RECPDCL will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant for discussions, if required.

Least-Cost Selection (LCS)

25.4 In the case the applicable method of selection specified in **ITC 2.1** is LCS, REC will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that qualify the eligibility and qualification criteria if applicable as per **ITC 21.1**, and invite such a Consultant for discussions, if required.

D1. Discussions and Award of Contract for Empanelment

26. Empanelment Process

26.1 Prior to or after concluding discussions, if required, as per ITC 27.1 and ITC 27.2, with the Consultant with the Most Advantageous Offer (referred to as L1 for brevity) selected as per ITC 25, RECPDCL shall invite 3 (three) Consultants ranked immediately next to the L1 (referred to as L2, L3, L4 for brevity) in the order of their ranking (i.e. invitation to L2 shall be extended first, followed by L3, and then L4) and request them to match the evaluated price of L1. If all of L2, L3 and L4 furnish their confirmation in writing within specified time to match the evaluated price, all 03 (three) will be considered for empanelment. In the event, Consultant(s) numbering one or more (say 'N') out of L2, L3 and L4 do not confirm within specified time to match the evaluated price of L1, RECPDCL shall invite 'N' Consultants ranked immediately next to L1 for the same confirmation. The process will continue till the total number of Consultants including the L1, intended to be empanelled as indicated in **Data Sheet**, confirm to match the evaluated price of L1 or there is no remaining Consultant to be invited.

26.2 Further process of Empanelment of each of the Consultants i.e. the Consultant selected as per ITC 25 with Most Advantageous Offer and the Consultant(s) who furnish their confirmation in writing to

match the price as per ITC 26.1, shall include and will be as per the provisions of ITC 27, ITC 28, ITC 29 and ITC 30.

27. Discussions

27.1 The discussions, if required, will be held with the Consultant, to be considered for empanelment, pursuant to ITC 26, at the date and at the address to be communicated by RECPDCL, with the Consultant's representative(s). who must have written power of attorney to hold discussions and negotiation of prices, if so decided by REC, and sign a Contract for Empanelment on behalf of the Consultant. In case the selected Consultant is a Joint Venture/ Consortium, if permitted as per Clause ITC 6.1 and Section 2, the Contract for Empanelment shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

27.2 The discussions shall be duly placed on record in the form of minutes to be prepared by RECPDCL and signed by RECPDCL and the Consultant's authorized representative, or in any other appropriate manner as may be decided by RECPDCL.

a. Availability of Key Experts

27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the discussions, or, if applicable, a replacement in accordance with **ITC 12.6**. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and would constitute sufficient grounds for further action as per the Bid Securing Declaration.

27.4 Notwithstanding the above, the substitution of Key Experts at the discussions may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified by REC, who shall have equivalent or better qualifications and experience than the original candidate, as mentioned in **ITC 21.1** in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must have qualification and experience criteria equal to or better than that of the original Key Expert as specified in ITC 12.6.

b. Technical Discussions

27.5 The discussions shall be in respect of the Terms of Reference (TORs), the proposed methodology, REC's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or

the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

- c. Financial Discussions
- 27.6 The discussions shall be in respect of tax reimbursable/ payable by REC as specified in Data Sheet and how it should be reflected in the Contract.
28. **Conclusion of Discussions**
- 28.1 The discussions are concluded with a review of the finalized draft Contract, which then shall be initialed by REC and the Consultant's authorized representative.
29. **Notification of Award for Empanelment**
- 29.1 REC shall, send a notification of award to the successful Consultant(s) prior to the expiry date of the Proposal validity, confirming award of the Contract for Empanelment and requesting the successful Consultant to sign and return the Contract finalized after Contract discussions, within seven (7) Business Days from the date of receipt of such notification.
- 29.2 The Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions as per ITC 26 and ITC 27, if any, as applicable.
30. **Signing of Contract for Empanelment and Contract Performance Security**
- 30.1 The Contract for Empanelment shall be signed preferably prior to the expiry date of the Proposal validity and promptly after issuance of Notice of Award of Contract for Empanelment.
- 30.2 The Consultant shall furnish **Contract Performance Security** against the Contract for Empanelment if so, specified in the **Data Sheet**.
- 30.3 Failure of the Consultant to act on the requirements of **ITC 27, ITC 28, ITC 30.1, ITC 30.2 and ITC 31** shall constitute sufficient grounds for the annulment of the award of Contract for Empanelment and for further action as per the Bid Securing Declaration.

D2. Award of Assignment Contract

31. **Notification of Award of Assignment constituting Assignment Contract**
- 31.1 As and when the requirement arises, RECPDCL shall, , at any time during the period of empanelment, issue 'Notification of Award of Assignment' (NOAA) to the empanelled Consultant, each of which shall constitute a separate "Assignment Contract" for rendering the consulting services for the Assignment, under and as per the terms and conditions of the Contract for Empanelment.
- 31.2 The Notification of Award of Assignment (NOAA) shall be issued to the empanelled Consultants as and when the requirement arises, on rotational basis, in the order of the date (earliest first) of

Notification of Award for Empanelment issued by RECPDCL to the empanelled Consultants. In the event of the date being the same, the order shall be the sequence of ranking i.e. L1, L2, L3 so on (L1 first).

31.3 The Consultant shall commence the Services related to the assignment on the date specified in the **NoAA** along with the time period for the engagement specified therein.

1.4 The Consultant shall furnish a Contract Performance Security for the assignment in the specified format if so specified in the Contract for Empanelment.

E. Data Sheet

ITC Reference	A. General
1(d)	<p>REC Power Development and Consultancy Limited (RECPDCL) has been appointed as Bid Process Coordinator (BPC) by Ministry of Power (MoP), Government of India for selection of developer for Inter-State Transmission System through tariff based competitive bidding basis in accordance with Guidelines issued by the Ministry of Power, Govt. of India. Further, various State Governments/ State Transmission Utilities also appoints RECPDCL as the BPC for selection of developer of its Intra-State Transmission System through tariff based competitive bidding route.</p> <p>The purpose of this bidding process is to empanel Consultants to provide Consultancy Services to RECPDCL for selection of developer for Transmission System allocated by the Ministry of Power, GoI / other State Governments/ Authorities from time to time.</p>
1 (r)	<p>Bidding against RFP shall be conducted through/ with Electronic – Procurement (e- Procurement/ e- Tendering) System.</p> <p>RECPDCL shall use the following Electronic-Procurement system to manage this Request for Proposal (RFP) process:</p>

<https://www.tenderwizard.com/REC>

The electronic-procurement system shall be used to manage the following part of the RFP process:

Issuing RFP, amendments/ corrigendum/ addendums/ clarifications, etc., submissions of Proposals, opening of Proposals.

Consultants are advised to take note of the following in particular:

- (i) RFP document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in REC website, viz, <http://www.recindia.com> or from e-procurement portal (CPP) of Govt. of India, viz. www.eprocure.gov.in.
- (ii) Regarding e-Procurement/ e-Tendering:
 - a) To participate in the e-bidding through e-Procurement/ e-Tendering, it is mandatory for Consultants to have user ID & password. For this purpose, the Consultant is required to register itself with REC through e-Procurement website mentioned herein. 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) Entre the detail about the Consultant/ bidder as per format.
 - 4) Click 'Create Profile'
 - 5) Consultant/ Bidder will get confirmation with Login-id and Password
 - b) To participate in the e-bidding through e-Procurement/ e-Tendering, the Consultant is also required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. The Consultant may obtain the same also from TenderWizard. Steps for submission of application for Digital Signature with TenderWizard are given below:
 - 1) Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.

	<p>2) In case of assistance please contact the person under ‘Contact Us’.</p> <p>c) The Consultants are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC well in advance. Consultants may also note that REC shall not have any responsibility or liability, whatsoever, in case any prospective consultant / bidder fail to participate in the bidding process due to non-possession/ non-registration/ compatibility of Digital Signature.</p> <p>To aid and facilitate the Consultants on e-Procurement/ e-Tendering process a detailed manual on the same titled Bidder Help Manual for e-Bidding has been provided annexed to the Data Sheet as Annexure I (Data Sheet). The same may be utilized by the Consultants.</p>
2.1	<p>Method of selection that shall apply for empanelment of Consultancy firm from those who submit their Proposal in response to the RFP, is : Least Cost Selection</p>
2.2	<p>The name of the Services is: Consulting services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route.</p> <p>Nature of the envisaged Contract:</p> <p>RECPDCL shall enter into a Contract for Empanelment with not more than 4 Consultants as per the selection process specified in Section 3. The Contract for Empanelment shall include the terms, conditions and prices/remuneration for rendering the consulting services by the Consultant for the Assignment, from time to time during the empanelment period. The Assignment shall be awarded to the Consultant basis the Contract for Empanelment through Notification for Award for Assignment (NOAA) which shall constitute the Assignment Contract.</p> <p>The Contract for Empanelment is envisaged as a Lump-Sum Contract for the Services to be rendered for completing the assignment under the Assignment Contract. The scope of Services for completing the assignment f, the duration and the required output of the Consultant are clearly defined in Section 7. Terms of Reference. Payments are linked to outputs (deliverables). The Contract shall operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the outputs is paramount.</p>

	<p>Time Period of Empanelment is: 2 (Two) years from the date of Effective Date of the Contract for Empanelment with a provision for extension for additional 1 (one) year on the same terms and conditions including the rates/remuneration at sole discretion of RECPDCL.</p>																		
4.1	ITC 4.1 is not Applicable for this Assignment.																		
6.2	The Qualification Requirements to be met by the Consultant for consideration of their Proposal in response to the RFP, are annexed to the Data Sheet as Annexure II (Data Sheet) .																		
B. Preparation of Proposals																			
10.1	<p>The Proposal shall comprise the following: Technical Proposal:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Whether Required (✓ if required otherwise ✗)</th> <th style="text-align: center;">FORM</th> <th style="text-align: center;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">✓</td> <td>TECH-1</td> <td>Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Consortium agreement (if applicable), Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i>}</td> </tr> <tr> <td style="text-align: center;">✓</td> <td>TECH-2</td> <td>Consultant's Organization</td> </tr> <tr> <td style="text-align: center;">✓</td> <td>TECH-3</td> <td>Compliance Status of Qualification Requirement</td> </tr> <tr> <td style="text-align: center;">✓</td> <td>TECH-4</td> <td>Consultant's Experience</td> </tr> <tr> <td style="text-align: center;">✓</td> <td>TECH-5</td> <td>Work Schedule and Planning for Deliverables</td> </tr> </tbody> </table>	Whether Required (✓ if required otherwise ✗)	FORM	DESCRIPTION	✓	TECH-1	Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Consortium agreement (if applicable), Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }	✓	TECH-2	Consultant's Organization	✓	TECH-3	Compliance Status of Qualification Requirement	✓	TECH-4	Consultant's Experience	✓	TECH-5	Work Schedule and Planning for Deliverables
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	✓	TECH-6	Team Composition, Assignment, Key Experts' Time- Inputs, and attached Curriculum Vitae (CV)
	✓	TECH-7	Code of Conduct
	<p>AND</p> <p>Financial Proposal:</p> <p>(i) Form FIN-1 Financial Proposal Submission Form</p> <p>(ii) Form FIN-2 Summary of Costs</p>		
11.1	Participation of Key Experts in more than one Proposal is not permissible.		
12.1	Proposals shall be valid until 120 after the date of opening of Technical Proposal specified in ITC 19.1 as extended from time to time.		
12.2	Bid Securing Declaration is required to be submitted with the Technical Proposal, as per the format given in Section 4. Technical Proposal – Forms.		
12.8	The Consultant shall not subcontract any part of the Services.		
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>O/o Addl CEO (RECPDCL), REC Corporate Headquarter, D- Block, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001, Landmark: Near IFFCO Chowk Metro Station</p> <p>E-mail: pshariharan@recl.in , pshariharan@recpdcl.in, ankit.kumar@recpdcl.in</p>		
15.1	The Technical Proposal shall interalia comprise the forms and documents as per ITC 10.1 and as referred to in Section.4 Technical Proposal - Forms.		

16.1	<p>Quoted prices shall be inclusive of all costs and expenses that the Consultant may incur in providing/ rendering the Services and deploying the Key Experts and other resources for rendering the services under the Contract, except (i) the taxes, duties and levies reimbursable/ payable by REC as per ITC 16.3, and; (ii) those towards visits of the Key Experts outside Delhi and NCR, at the request of RECPDCL for meetings, site visits, and to carry out stakeholder meetings etc. All such travel would be only as per prior approval of RECPDCL. Expenses for such travel will be reimbursed by RECPDCL including boarding, lodging, local and other travel, based on the following guidelines.</p> <p>For travel by Key Experts, expense reimbursement will be as per REC's policy as applicable for its E8 grade executives.</p> <p>For travel by others, expense reimbursement will be as per REC's policy as applicable for its E6 grade executives.</p>
16.2	<p>No price adjustment provision applies to Lump-Sum Price payable for the assignments to be rendered as per the Assignment Contract awarded under the Contract for Empanelment from time to time.</p>
16.3	<p>Only GST applicable in India, on the consulting services provided by the Consultant under the Contract shall be paid/ reimbursed by RECPDCL against requisite documents at actuals.</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall submit their Proposals electronically only as per the procedure for e- Procurement specified in RFP Notice and ITC 1(r).</p>
17.2	<p>No documents forming part of the Proposal are required to be submitted in hard copy in person. However, if necessary, RECPDCL may, during the process of evaluation of Technical Proposal, require the Consultant to submit the hard copy of the documents forming part of the Technical Proposal, as have been submitted by the Consultant through the e-Procurement system.</p>
17.4	<p>The deadline for submission and receipt of Proposals through the e-Procurement system is :</p> <p>Date: 07th January,2022</p> <p>Time: 1500 Hours (IST)</p>

19.1	<p>The Technical Proposals shall be opened online only The opening shall take place at:</p> <p>O/o Addl CEO (RECPDCL), REC Corporate Headquarter, D- Block, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001, Landmark: Near IFFCO Chowk Metro Station</p> <p>Date: 07.01.2022</p> <p>Time: 1530 Hours (IST)</p> <p><i>Due to prevailing COVID-19 conditions, the bid opening meeting may be held over a Video Conferencing, Link for which will be made available one day prior to holding this meeting at RECPDCL website.</i></p>
Public Opening of Financial Proposals	
24.1	<p>The price quoted by the Consultant shall be inclusive of all applicable taxes and taxes except GST applicable in India on the services to be rendered/ provided under the Contract, which will be payable/ reimbursable by RECPDCL based on documents, at actuals. For the purpose of the evaluation, RECPDCL will exclude the said GST.</p> <p>Other than the GST, as stated above, no reimbursement/ payment of any other taxes, duties or levies will be done by RECPDCL under any circumstances.</p>
D1. Discussions and Award of Contract for Empanelment	
26.1	Total number of Consultant intended to be empanelled is 04 (Four).

Annexure I (Data Sheet)**Bidder Help Manual for E-Bidding****HELP LINE TO VENDORS****Contact Persons: Tenderwizard:**

1. Sh. Amrish - 8799753401, amrish.t@etenderwizard.com;
2. Sh. Krishna – 8800900127, krishna.a@etenderwizard.com

Step 1: Registration Process

Website address: www.tenderwizard.com/REC

Click on “TenderFreeView” to see (view and download) all the tender notifications and corrigendum’s.

Click on “Register Me” Hyperlink and get your User Id and Password.

(Certain special chars like ~ ` ' # \$ % & * ! () ; \ / ? " : < > + - { } [] are not allowed in the company id or any key attributes).

Once you fill all the details asked by “Register Me” form and obtain your password, contact

the Office of TenderWizard to enable your User ID. Mail Registration acknowledgement to helpdesk email twhelpdesk680@gmail.com.

After this, vendor can key in their User Id and Password and get successful entry in to the application. It will take 24 working hours to activate the account.

STEP 2: Participation

Vendor should login with his USER ID and PASSWORD

After Successful entry into the application click on hyperlink “UnApplied” to see the tender. By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.

On this screen (UnApplied) you will find various gif’s on the left hand side. Click on 

“Edit form” gif and see all the documents attached. Please download these documents and go through them.

Once you have gone through the entire tender document and you wish to participate in the

tender click on  “Request Tender Form” gif. And Then click on “Submit”.

Now once you have requested for tender documents click on “In Progress” stage. You can see the status as “REQUESTED”. Submit your bids.

Note: - will send you forms (Electronic Financial bid & Technical bid sheets) .

You will get excel file “Price Schedule Sheet.xls” along with other documents. Firstly, you need to download this document by clicking on hyperlink “ Click here to Download Empty Document.” Then Save the file with the same file name

Note:-

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in Yellow cells only.

STEP 3

Submission

Vendor should prepare the scanned copy of DD (EMD)

EMD Submission: Click on “Click here to enter EMD Details and Attach Scanned Copy of

EMD”. Fill all the fields provided in that sheet and press on “Scan” button to attach the scanned copy of the EMD.

Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on “Click here to Upload filled File”.

Reminder:

Price Schedule Sheet should be uploaded by using “Click here to Upload filled File “. All other supporting documents could be uploaded using “Click here to Attach General Documents” link provided below.

Please don’t change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account .

1. In the left hand menu click on Document Library, general document page will appear

2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.
4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

To change the description and attachment name for the uploaded file use Update existing

file button

Note: This is for altering the description and attachment name only

Section 1.02

Section 1.03 Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

1. Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for

Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.

Note: You will see all the red colored links changing to black color, when you have uploaded.

A) Price Schedule Sheet or price bid

B) EMD details

- i) **Once you fill the above documents only then you will able to submit the tender by clicking on the “Submit the Tender Form” button before the tender closing date and time.**

STEP 4**Acknowledgement**

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

STEP 5**OPENING**

After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.

To view the opened tenders click on the “Opened/Awarded” link then click on edit form

 **to view your competitors bid sheets who participated with you and who are not disqualified.**

Note:

If you do not get the submitted status and token number, contact tendering authority well in advance. RECL is not responsible for tender’s not submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.

If any queries please contact RECL Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

Annexure-II (Data Sheet)**Qualification Requirements for Consultants**

Technical Proposals shall be evaluated as per ITC 21, inter alia, on the basis of their responsiveness to and Consultant's meeting the Qualification Requirements specified herein below:

Sr. No.	Requirement	Documentary proof to be submitted
1.	The Consultant and/ or Sub-Consultant should have a minimum average annual turnover of Rs. 2.00 Crores (Rupees Five Crore) in consultancy businesses from its Indian operation separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.	Enclose self-attested copy of audited Financial Statements / annual accounts for the Three Financial Years with the Technical Proposal
2.	The Consultant and/ or Sub-Consultant should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18	Enclose self-attested copy of audited Financial Statements / Annual Accounts for the Three Financial Years with the Technical Proposal
3.	The Consultant and/ or Sub-Consultant should be in the business of providing the consultancy services since last 5 years before the bid deadline in core sectors.	Enclose self-attested copy of documentary evidence such as copy of Letter of Award, completion certificate etc. in support of this requirement.
4.	The Consultant and/ or Sub-Consultant should have Head office/Branch Office in Delhi/NCR.	Enclose self-attested copy of any documentary evidence in support of this requirement.
5.	The Consultant/ Lead member (in case of consortium) should have provided bid process management support in last five (5) Financial Years for development of at least five (5) projects in Core Sector including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document and other agreements. Out of these five (5) projects, at least two (2) projects shall be under tariff-	Enclose self-attested copy of letter issued by the Procurer /utility/sponsoring authority / LOI / copy of PPA or Certificate of Completion or any other document for evidencing completion of each assignment.

	<p>based Bidding Guidelines of Ministry of Power, Govt. of India for Procurement of Power under Case-I or Case-II or selection of developer for Transmissions system or for Distribution Licensee. The support provided by the Bidder shall be sell side support.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Sell side support shall mean support to a utility/sponsoring authority/procurer and should not be on bidder's side 2. The experience of the Bidder shall be considered only for the projects where LOI has been issued / PPA has been signed for the project where bidder is assisting as consultant. 3. "Core Sector" would include, power, coal mining, telecom, ports, airports, railways, metro rail, highways and bridges, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development. 	
6.	<p>Key Expert:</p> <p>Financial Expert No -1</p> <ul style="list-style-type: none"> • Qualification: Chartered Accountant • Minimum Experience: Minimum 15 years <p>Financial Expert No -2</p> <ul style="list-style-type: none"> • Qualification: CA, ICWA, MBA (Fin) / PGDM (Fin) or equivalent • Minimum Experience: Minimum 10 years <p>These Experts shall be full time employees of Financial Consultant. The Experts must have experience in the Bid Process Advisory assignments under tariff based bidding guidelines of Ministry of Power, GoI, for Procurement of Power under Case –I/Case-II or selection of developer for Transmission System up to issuance of LOI/signing of PPA. The support provided by both the experts must be sell side support.</p>	Self-attested copy of CVs (as per Performa provided) of the proposed experts meeting the desired minimum requirement.

7.	<p>Key Expert:</p> <p>Legal Expert No -1</p> <ul style="list-style-type: none"> • Qualification: LLB or eqvt. • Minimum Experience: Minimum 15 years <p>Legal Expert No -2</p> <ul style="list-style-type: none"> • Qualification: LLB or eqvt. • Minimum Experience: Minimum 10 years <p>These experts shall be full time employees of Bidder /Consortium Partner/sub consultant (Legal Consultant)</p> <p>The legal experts must have experience of drafting RFQ/ RFP documents, scrutiny of bids/offers received in Infrastructure sector. The support provided by the Experts shall be sell side support. Infrastructure sector include electricity (including non-conventional energy), telecommunications, roads and bridges, railways (including MRTS), ports, airports, irrigation (including watershed development), water supply and sanitation, storage and gas distribution sectors.</p>	<p>Self-attested copy of CVs (as per Performa provided) of the proposed experts meeting the desired minimum requirement.</p>
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Section 4. Technical Proposal –Forms

Checklist of Required Forms

Whether Required (✓ if required otherwise ✕)		
✓	TECH-1	Technical Proposal Submission Form. { <i>enclose Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Consortium agreement (if applicable), Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }
✓	TECH-2	Consultant's Organization
✓	TECH-3	Compliance Status of Qualification Requirement
✓	TECH-4	Consultant's Experience
✓	TECH-5	Work Schedule and Planning for Deliverables
✓	TECH-6	Team Composition, Assignment, Key Experts' Time- Inputs, and attached Curriculum Vitae (CV)
✓	TECH-7	Code of Conduct

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of RECPDCL]*

Dear Sirs:

We, the undersigned, are submitting our proposal for Empanelment of Consultancy firm to provide Consulting Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route in accordance with your Request for Proposals (RFP) dated and our Proposal. We have noted the method of selection stated in RFP: Empanelment of Consultancy firm based on Least Cost Selection i.e., empanelment of Consultancy firm with Most Advantageous Offer and Consultants matching the cost/ remuneration of the Most Advantageous Offer as per the process described in Section 3 of RFP document. Accordingly, we are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

{If the Consultant is a consortium/joint venture, insert the following: We are submitting our Proposal as consortium/ joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of Consortium/ Joint Venture agreement"} signed by every participating member, which details the legal structure of and the confirmation of joint and severable liability of the members of the said consortium/ joint venture.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by RECPDCL.
- (b) Our Proposal shall be valid and remain binding upon for the period of time specified in the Data Sheet, ITC 12.1. We also hereby submit the **Bid Securing Declaration**, as per ITC 12.2 as **Attachment 1** to our Technical Proposal.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in Section 2 and ITC 6, and we confirm our understanding of our obligation to abide by the stipulations regarding Fraud and Corruption as per ITC 5.

- (e) We accept that the substitution of Key Experts for reasons other than those stated in ITC 12.6 may lead to the termination of Contract discussions and shall constitute sufficient ground for action against us as per the Bid Securing Declaration.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract discussions.

We undertake, if our Proposal is accepted and subsequently, we fail to provide consultancy services upon allocation of assignment, this shall constitute sufficient ground for action against us as per the Bid Securing Declaration.

We understand that RECPDCL is not bound to accept any Proposal that RECPDCL receives.

Enclosures:

1. **Attachment 1. Bid Securing Declaration**
2. **Attachment 2. Power of Attorney of proposal/ Bid Signatory[#]**
3. **Attachment 3. Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements**
4. **Attachment 4. Vendor Profile Form.**
5. **Attachment 5. Consortium/ JV Agreement, if applicable**

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative)[#] {In full and initials}:

*(enclose Power of Attorney of the Bid Signatory as **Attachment 2**)*

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

[#]{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

ATTACHMENT 1 TO FORM TECH-1

BID SECURING DECLARATION

Whereas, I/We (name of Consultant) ----- have submitted Proposal for ---
----- (name of Consulting Services) in response to Request For Proposal (RFP) no: --
----- dated -----

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

- 1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFP document,
Or
- 2. If, after the issue of Notification of Award of the Empanelment or Notification of Award of the Assignment or , I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFP document,
Or
- 3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFP document.

I/we shall be suspended from and shall not be eligible to participate for a period of one year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal etc. issued by RECPDCL Limited during that period .

Signed on(Insert the Date)

Signature (of Consultant’s authorized representative)# {In full and initials}:

Full name: {insert full name of authorized representative}
 Title: {insert title/position of authorized representative}
 Name of Consultant (company’s name or Consortium? JV name if applicable)
 Capacity: {insert the person’s capacity to sign for the Consultant}
 Address: {insert the authorized representative’s address}
 Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}
 Email: {insert the authorized representative’s email address}_____

#{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

ATTACHMENT 2 TO FORM TECH-1**POWER OF ATTORNEY OF PROPOSAL/BID SIGNATORY**

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

(No specified Format. Consultant may use their own format)

ATTACHMENT 3 TO FORM TECH-1

UNDERTAKING ON COMPLIANCE OF RFP TERMS & CONDITIONS AND OTHER REQUIREMENTS

(To be submitted on ₹100 Stamp paper issued in Delhi-NCR or the State where Consultant's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Proposal (RFP) Document in respect of RFP no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFP document.

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFP are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of RECPDCL as specified in the RFP document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFP document completely and we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that the RECPDCL reserves the right to float a separate Request For Proposal/ Notice Inviting Tender/ Invitation for Bids for the scope of Services and related requirements as covered under this RFP, irrespective of the outcome of this RFP, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request For Proposal/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFP shall be deemed as a Proposal for in response to such Request For Proposal/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Services and undertake to be the single point of contact for RECPDCL for all Services and related requirements as per the terms and conditions and as specified in this RFP document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the RFP document and should be accordingly submitted to the RECPDCL. In case of a failure to comply and/or variation RECPDCL has the sole discretion not to consider or disqualify my/our Proposal/ bid for the aforementioned RFP and I/We shall be not have any claim of any sort/kind/form on the same.

I/We agree to be bound by our Proposal for the period of time specified in the Data Sheet, ITC

Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route
RECPDCL/TBCB/CONSULTANCY FIRM/2021-22/ 2158 **Date 17.12.2021**

12.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We hereby attach the duly signed and stamped RFP document as an unconditional acceptance and compliance of RFP specifications and terms & conditions as part of the Technical Proposal without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of Services/ works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Services/ execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFP document along with amendment/corrigendum/ clarification, if any

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, RECPDCL has discretion to terminate the Contract and get the Services delivered / work done through third party.

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;
- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter into a

procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise disqualified pursuant to debarment proceedings;

- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFP document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFP document.

Signed on(*Insert the Date*)

Signature (of Consultant's authorized representative)[#] {In full and initials}:

Full name: {insert full name of authorized representative }

Title: {insert title/position of authorized representative }

Name of Consultant (company's name or Consortium/ JV name, if applicable)

Capacity: {insert the person's capacity to sign for the Consultant }

Address: {insert the authorized representative's address }

Phone/fax: {insert the authorized representative's phone and fax number, if applicable }

Email: {insert the authorized representative's email address} _____

[#]{*For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached*}

ATTACHMENT 4 TO FORM TECH-1

VENDOR PROFILE FORMAnnexure-A

1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	Delhi (NCR) Office Address if any & Contact Details:			
	Names and Designations of the persons authorized for single point interaction with RECL			
	Mobile Numbers of Contact persons:	E-mail of Contact persons:		
5	a) MSME Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	b) GeM (Government e-Marketplace) Registration:	(Yes/No)	If Yes, mention GeM Seller ID:	
			Date:	
			Category:	
			Range of Supply/ Services:	
			<i>If No, then provide the date by which you will be registered on GeM portal:</i>	Dt.:
	c) TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No:	
			Date:	
			Category:	
Range of Supply/ Services:				
		<i>If No, then provide the date by which you will be registered on TReDS portal:</i>		
d) Whether SC/ST/OBC Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)		

Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route

e) Whether Women Entrepreneur:	(Yes/No)	(If Yes, Please provide Supporting Documents)
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Note:

- 1) As per latest GoI directives, *w.e.f. 01st Nov., 2020*, all vendors of any CPSE (e.g., RECPDCL Limited) must provide their GeM Seller ID to be indicated compulsorily by the respective CPSEs on their Letter of Awards issued to the successful bidders.
- 2) In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.
- 3) For a joint venture, details of all members to be furnished.

ATTACHMENT 5 TO FORM TECH-1**FORMAT OF CONSORTIUM AGREEMENT**

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

This Consortium Agreement executed on this.....day ofTwo thousand.....between.....(Lead Consultant) and having its Office at.....(hereinafter called the “Party1”, which expression shall include its successors, executors and permitted assigns)

And

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

And for the purpose of submitting a Bid for Empanelment of Consultancy firms to provide Consultancy Services for selection of developer for **Transmission System** allocated to REC Power Development and Consultancy Limited (RECPDCL) by Ministry of Power, GoI / other State Governments/ Authorities from time to time

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

NOW THEREFORE, THIS INDENTURE WITNESTH AS UNDER:

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

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

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

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

It is expressly understood and agreed between the Members that the responsibilities and obligation of each of the Members shall be as delineated as provided as per **Form Tech-2** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

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

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

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

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

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

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

This Consortium Agreement

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

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

For and on behalf of
Lead Consultant
(Party 1)

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

Name:
Designation:
Place:
Date:

For and on behalf of
Consortium Member
(Party 2)

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

Name:
Designation:
Place:
Date:

WITNESS

1.
(Signature)

Name.....

Designation.....

2.
(Signature)

Name.....

Designation.....

Attested:

(Signature)
(Notary Public)

Place:
Date:

FORM TECH-2 CONSULTANT’S ORGANIZATION

(For a joint venture, details of all members to be furnished)

1. Brief description of the Consultant’s organization.

[Provide here a brief description of the background and organization of Consultant’s company/ firm]

2. Organization Chart, List of Board of Directors and Key Management Personnel

[Include here organizational chart and a list of Board of Directors and Key Management Personnel.

FORM TECH-3**COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT
(SECTION. 2)**

[In the table below, which includes the minimum Qualification Requirement to be met by the Consultant, indicate the compliance status, and, if the requirement is met, indicate the supporting documentary proof and attach its copy with this Technical Proposal numbering the attachments as Attachment 3 (A, B, C,).]

Sr. No.	Requirement	Compliance Status (Yes / No) /(Remarks if any)	Documentary proof to be submitted
1.	The Consultant and/ or Sub-Consultant should have a minimum average annual turnover of Rs. 2.00 Crores (Rupees Five Crore) in consultancy businesses from its Indian operation separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.		Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal
2.	The Consultant and/ or Sub-Consultant should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18		Enclose self-attested copy of audited Financial Statements / Annual Accounts for the last Three Financial Years with the Technical Proposal
3.	The Consultant and/ or Sub-Consultant should be in the business of providing the consultancy services since last 5 years before the bid deadline in core sectors.		Enclose self-attested copy of documentary evidence such as copy of Letter of Award, completion

Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route

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Date 17.12.2021

Sr. No.	Requirement	Compliance Status (Yes / No) /(Remarks if any)	Documentary proof to be submitted
			certificate etc. in support of this requirement.
4.	The Consultant and/ or Sub-Consultant should have Head office/Branch Office in Delhi/NCR.		Enclose self-attested copy of any documentary evidence in support of this requirement.
5.	<p>The Consultant/ Lead member (in case of consortium) should have provided bid process management support in last five (5) Financial Years for development of at least five (5) projects in Core Sector including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document and other agreements. Out of these five (5) projects, at least two (2) projects shall be under tariff-based Bidding Guidelines of Ministry of Power, Govt. of India for Procurement of Power under Case-I or Case-II or selection of developer for Transmissions system or for Distribution Licensee. The support provided by the Bidder shall be sell side support.</p> <p>Note:</p> <p>4. Sell side support shall mean support to a utility/sponsoring authority/procurer and should not be on bidder's side</p> <p>5. The experience of the Bidder shall be considered only for the projects where LOI has been issued / PPA has been signed for the project where bidder is assisting as consultant.</p>		Enclose self-attested copy of letter issued by the Procurer /utility/sponsoring authority / LOI / copy of PPA or Certificate of Completion or any other document for evidencing completion of each assignment.

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Sr. No.	Requirement	Compliance Status (Yes / No) /(Remarks if any)	Documentary proof to be submitted
	6. "Core Sector" would include, power, coal mining, telecom, ports, airports, railways, metro rail, highways and bridges, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.		
6.	<p>Key Expert:</p> <p>Financial Expert No -1</p> <ul style="list-style-type: none"> • Qualification: Chartered Accountant • Minimum Experience: Minimum 15 years <p>Financial Expert No -2</p> <ul style="list-style-type: none"> • Qualification: CA, ICWA, MBA (Fin) / PGDM (Fin) or equivalent • Minimum Experience: Minimum 10 years <p>These Experts shall be full time employees of Financial Consultant. The Experts must have experience in the Bid Process Advisory assignments under tariff based bidding guidelines of Ministry of Power, GoI, for Procurement of Power under Case –I/Case-II or selection of developer for Transmission System up to issuance of LOI/signing of PPA. The support provided by both the experts must be sell side support.</p>		Self-attested copy of CVs (as per Performa provided) of the proposed experts meeting the desired minimum requirement.
7.	<p>Key Expert:</p> <p>Legal Expert No -1</p> <ul style="list-style-type: none"> • Qualification: LLB or eqvt. • Minimum Experience: Minimum 15 years <p>Legal Expert No -2</p> <ul style="list-style-type: none"> • Qualification: LLB or eqvt. 		Self-attested copy of CVs (as per Performa provided) of the proposed experts meeting the desired minimum requirement.

Sr. No.	Requirement	Compliance Status (Yes / No) /(Remarks if any)	Documentary proof to be submitted
	<ul style="list-style-type: none"> • Minimum Experience: Minimum 10 years <p>These experts shall be full time employees of Bidder /Consortium Partner/sub consultant (Legal Consultant)</p> <p>The legal experts must have experience of drafting RFQ/ RFP documents, scrutiny of bids/offers received in Infrastructure sector. The support provided by the Experts shall be sell side support. Infrastructure sector include electricity (including non-conventional energy), telecommunications, roads and bridges, railways (including MRTS), ports, airports, irrigation (including watershed development), water supply and sanitation, storage and gas distribution sectors.</p>		

FORM TECH-4**FIRM/ CONSULTANT’S EXPERIENCE
(REFER SECTION. 2)****1. Description of the experience of Bidder as per Qualification Criteria**

S. No	Name of assignment	Name of Project	Name of client	Cost of assignment	Date of commencement	Date of issuance of RFQ/RFP	Date of Completion
1	2	3	4	5	6	7	8

NOTE:

The Consultant/ Lead member (in case of consortium) should have provided bid process management support in last five (5) Financial Years for **development of at least five (5) projects in Core Sector** including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document and other agreements. **Out of these five (5) projects, at least two (2) projects shall be under tariff based Bidding Guidelines of Ministry of Power, Govt. of India for Procurement of Power under Case-I or Case-II or selection of developer for Transmissions system or for Distribution Licensee.** The support provided by the Bidder shall be sell side support.

Note:

1. Sell side support shall mean support to a utility/sponsoring authority/procurer who is making available a specific project to a bidder for implementation.
2. The experience of the Bidder shall be considered only for the projects where LOI has been issued / PPA has been signed.

“Core Sector” would include, power, coal mining, telecom, ports, airports, railways, metro rail, highways and bridges, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.

FORM TECH-5

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS, AND ATTACHED
CURRICULUM VITAE (CV)
(REFER ITC 21.1 IN DATA SHEET)**

Include here the Curricular Vitae of each of the expert who will be deployed by the Consultant for the assignment and considered for Technical Evaluation as per RFP Document. The Consultant should, for substantiating the claimed experience, attach herewith documentary evidence (numbering them as Attachment Tech – 8 (A/B/C.....), appropriately connecting the CV of a particular expert and the corresponding attachment. The Consultants should to prepared for presenting and submitting copies of additional relevant documents/ information and references if so requested by RECPDCL.

CURRICULUM VITAE (CV)

Position Title and No.	{ e.g., K-1, ENGAGEMENT PARTNER }
Name of Expert:	{ Insert full name }
Date of Birth:	{ day/month/year }
Country of Citizenship/Residence	

Education: { List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
---------------	---	----------------	---

[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which Expert can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all <i>activity/ sub-task/ task/ part of the assignment</i> as per Section. 7 in which the Expert will be involved}	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by RECPDCL.

{ day/month/year }

Name of Expert
Date

Signature

{ day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

FORM TECH-6**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables ¹ (D-..)								
		1	2	3	4	5	n	TOTAL
D-1									
D-2									

- Note: 1. Indicate all main activities of the assignment, including delivery of reports and other benchmarks.
2. Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-7**CODE OF CONDUCT FOR EXPERTS**

The Contract requires the Consultants to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of Consultant's measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that is required from all Experts.

The workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or RECPDCL's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided by the Consultant related to the social aspects of the Contract, including; on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to Consultant or RECPDCL.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact the Consultant in writing or by telephone in person; or
2. Call to reach the Consultant.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the Indian law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. Consultant takes seriously all reports of possible misconduct and will investigate and take appropriate action. Consultant will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

Consultant confirms to ensure that each and every Expert deployed by them has received a copy of this Code of Conduct against acknowledgement.

Section 5. Financial Proposal - Forms

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To: [Name and address of RECPDCL]

Dear Sirs:

We, the undersigned, are submitting our proposal for Empanelment of Consultancy firms to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route in accordance with your Request for Proposals (RFP) dated and our Technical Proposal.

Our attached Financial Proposal is for the Lump-Sum Price of **Indian Rupee** *{Insert amount(s) in words and figures}*, excluding GST (reimbursable/ payable by RECPDCL for each assignment), for rendering/ providing the Consulting Services per Assignment *{Please note that all amounts shall be the same as in Form FIN-2}*.

Our Financial Proposal shall be valid and remain binding upon us, for the period of time specified in the Data Sheet, ITC 12.1.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative)[#] {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's/ firm's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

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Date 17.12.2021

Email: {insert the authorized representative's email address} _____

#{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Lump-Sum Price/Cost (in Indian Rupees) #1
Consulting Services per Assignment	

Note:

- 1) Payments will be made in the currency expressed above .
- 2) Lump-Sum price/Cost includes all costs excluding reimbursable expenses and taxes, duties and levies reimbursable/ payable by RECPDCL, as per ITC 16.1.
- 3) The Lump-Sum price/Cost is in accordance with ITC 16.1 to 16.3
- 4) In case of any discrepancy between the amount indicated in Form FIN-1 and this Form Fin-2, the amount indicated in this Form FIN-2 shall prevail.

Section 6. Fraud and Corruption

1. Purpose

1.1 Government's/ RECPDCL's Anti-Corruption Laws/ Guidelines apply with respect to procurement.

2. Requirements

2.1 RECPDCL requires that bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

2.2 To this end, RECPDCL:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- b. Rejects a proposal for award if the RECPDCL determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions,;
- d. Pursuant to the Anti- Corruption Laws/ Guidelines and in accordance with due process, RECPDCL, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from contract awarded by RECPDCL or its subsidiaries/ affiliates, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract RECPDCL or its subsidiaries/ affiliates; and (iii) to receive the proceeds of any loan made by the RECPDCL or otherwise to participate further in the preparation or implementation of any RECPDCL-financed project.

2.3 Further, the provisions of Integrity Pact as specified in ITC 10.2 shall be applicable.

Section 7. Terms of Reference (TOR)

1. Introduction

REC Power Development and Consultancy Limited (RECPDCL) has been appointed as Bid Process Coordinator (BPC) by Ministry of Power (MoP), Government of India for selection of developer for Inter-State Transmission System through tariff based competitive bidding basis in accordance with Guidelines issued by the Ministry of Power, Govt. of India. Further, various State Governments/ State Transmission Utilities also appoints RECPDCL as the BPC for selection of developer of its Intra-State Transmission System through tariff based competitive bidding route.

2. Context/ Objective

The purpose of this bidding process is to empanel Consultants to provide Consultancy Services to RECPDCL for selection of developer for Transmission System allocated by the Ministry of Power, GoI / other State Governments/ Authorities from time to time.

3. Scope of Work/ Consulting Services

The Consultant to be engaged will perform all studies, analysis and prepare documents/reports necessary to achieve satisfactorily the objectives of the proposed assignments (bidding process of each transmission system is referred as an “Assignment”) based on the Standard Bidding Documents (SBD) issued by Ministry of Power. In accordance with the foregoing requirements, Scope of Work of Consultant for selection of developer for Transmission System is as below:

- i) Drafting of project specific documents like Request of Proposal (RFP), Transmission Service Agreement (TSA) based on Standard Bidding Documents issued by Ministry of Power and in accordance with the guidelines issued by Ministry of Power and to assist in issuance of RFP documents; (If RFP document has already been issued by RECPDCL, then Consultant’s scope shall not include drafting of RFP document. However, in such case, Consultant shall review the RFP document and suggest if any change/amendment/ errata are required so that project specific RFP is strictly in conformity with the SBD and all relevant details have been provided),

- ii) Participation, as required, in all meetings, pre-bid conferences, interactions at different stages e.g. RFP, LoIs, Agreement signing, transfer of shell company to successful bidder etc;
- iii) Assisting in preparing of replies/clarifications to bidder's queries on the RFP/TSA documents or any other query during the entire bidding process;
- iv) Assisting in pre-signing of Transmission Service Agreement by the beneficiaries, if required
- v) Evaluation of the responses to the RFP against the criteria as also the detailed scrutiny of the financial, commercial and legal aspects of the Responses and the Bids submitted by prospective developers/Bidders to ascertain the acceptability of the Bid/ Bidder;
- vi) Presenting the evaluation of Responses/Bids before the Bid Evaluation Committees/ MOP/ Empowered Committee/person(s) appointed for the purpose;
- vii) Drafting, assisting and advising in filing of documents, various applications/petitions to Appropriate Regulatory Commission or any other relevant authority, if required;
- viii) Interaction/discussions with the National Committee on Transmission, officials in Ministry of Power, Central Electricity Authority, Appropriate Commission/any other agency including making/attending presentations to the Committees or any other agency as intimated by RECPDCL;
- ix) Advising on any other legal matters as required by RECPDCL for the successful completion of the assignment;
- x) Any other assistance required till issuance of LOI and transfer of Shell Company to the selected developer and signing of various agreements as may be required.
- xi) Representing RECPDCL in CERC/ SERCs where RECPDCL is made Respondent / Performa Respondent relating to this transmission project for petitions filed by the selected bidder for grant of transmission license / adoption of transmission charges etc.

Any other services/activity not specifically included above but is necessary for successful completion of the selection process/assignment shall be deemed included without any additional cost to RECPDCL.

4. Location for rendering Service: Gurugram/ Delhi/ NCR

5. Deliverables:

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

S. No	Deliverables
a.	Drafting and finalization of various documents such as project specific Request for qualification (RFP) (if RFP is already issued by RECPDCL, then scope shall cover review of RFP document and Transmission Service Agreement (TSA) based on Standard Bidding Documents issued by Ministry of Power, Govt. of India along with all amendments as notified by Ministry of Power.
b.	Evaluation Report on Responses against Request for Proposal (RFP) along with recommendation for short listing and selection of developer
c.	Reporting on the issues / aspects referred along with recommendations.
d.	Representing RECPDCL in CERC / SERC where RECPDCL is made Respondent / Performa Respondent relating to this transmission project for petitions filed by the selected bidder for grant of transmission license / adoption of transmission charges etc.
e.	Any other deliverables as per Scope of Work/Term of Reference

6. Time Period for Completion of each Assignment:

The estimated time period for completion of the assignment for selection of developer for aforementioned Transmission System is approx. 94 days from the date of issue of the RFP. However, this could undergo a change and completion of all activities (upto adoption of transmission tariff and grant of transmission license by Appropriate Commission) will be the terminal point of the assignment being quoted by the bidder and not the time duration. In case, actual completion period is more than the above schedule, the Consultant shall perform such work without any additional cost/fees.

7. Payment Terms:

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As specified in Conditions of Contract.

8. Liquidated Damages:

As specified in Conditions of Contract.

9. Methodology and Deployment for rendering the Services

[To be included appropriately either now or later at the time of finalizing the Contract]

10. Facilities and Services to be provided by RECPDCL

RECPDCL will not pay and/or reimburse anything over and above the Lump Sum Price quoted. Office accommodation, transport and daily movement of consultants, telephone, computer and other facilities shall be arranged by the consultant at his/their own cost. However, if the place of visits of the Key Experts outside Delhi and NCR, at the request of REC to coordinate on project progress, meetings, site visits, and to carry out stakeholder meetings etc.. All such travel would be only as per prior approval of REC. Expenses for such travel will be reimbursed by REC including boarding, lodging, local and other travel, based on the following guidelines.

For travel by Key Experts, expense reimbursement will be as per REC's policy as applicable for its E8 grade executives.

For travel by others, expense reimbursement will be as per REC's policy as applicable for its E6 grade executives.

11. RECPDCL' Counterpart personnel

[To be indicated at the time of contract finalization]

PART II

Section 8. Conditions of Contract and Contract Form

Foreword

1. Part II includes Contract forms for Consulting Services (a Lump-Sum Contract) that are included in the Request for Proposals (RFP).
 2. **Lump-Sum Contract** is envisaged for the assignment envisaged under this RFP for the scope and the duration of the Services and the required output of the Consultant. Payments are linked to outputs (deliverables) such as reports, presentations, bidding documents etc. Lump-sum contracts operate on the principle of a generally fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
-

Consultant's Services

Lump-Sum

STANDARD FORM OF CONTRACT

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**CONTRACT FOR CONSULTANT'S SERVICES
Lump-Sum**

Assignment Title: _____

Contract No. _____

between

[Name of RECPDCL]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of RECPDCL]* (hereinafter called the “RECPDCL”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Consortium/ Joint Venture (name of the Consortium/ JV) consisting of the following entities, each member of which will be jointly and severally liable to RECPDCL for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) RECPDCL has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to RECPDCL that it has the required professional skills, expertise and technical resources, has 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. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Reimbursable GST and other reimbursable

Appendix D: Code of Conduct for Experts

Appendix E : Consortium/ Joint Venture Agreement [*only in case Consultant is a Consortium/ Joint Venture*]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including amendments thereto [... *Insert reference to amendments....*]; Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices also.

2. The mutual rights and obligations of RECPDCL and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) RECPDCL shall make payments to the Consultant in accordance with the provisions of the 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 *[Name of RECPDCL]*

[Authorized Representative of RECPDCL– name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

[For a consortium/ joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Consortium/ Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Consortium/ Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

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 India, as they may be issued and in force from time to time.
- (b) **“Assignment Contract”** means the contract constituted through the ‘Notification of Award of Assignment’ issued by RECPDCL to the Consultant, during the time period of empanelment for rendering the consulting services for the Assignment, under and as per the terms and conditions of the Contract for Empanelment.
- (c) **“RECPDCL”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) **“RECPDCL’s Personnel”** refers to the staff and other employees (if any) of RECPDCL engaged in fulfilling RECPDCL’s obligations under the Contract; and any other personnel identified as RECPDCL’s Personnel, by a notice from RECPDCL to the Consultant.
- (e) **“Consultant”** means a legally-established professional consulting firm or entity selected by RECPDCL to provide the Services under the signed Contract.
- (f) **“Contract for Empanelment” (also referred to as “Contract” for brevity)** means the legally binding written agreement signed between RECPDCL and the Consultant and which includes all the attached documents listed in i the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices) etc..
- (g) **“Day”** means a working day unless indicated otherwise.
- (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **“GCC”** means these General Conditions of Contract.

- (k) **“Government”** means the government of India, State Government or Local Government, as the context may require.
- (l) **“Joint Venture (JV)/ Consortium”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV/ Consortium, and where the members of the JV/ Consortium are jointly and severally liable to the RECPDCL for the performance of the Contract.
- (m) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) **“Local Currency”** means the currency Indian Rupee.
- (o) **“Month”** shall mean calendar month and include all the working days of the month.
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) **“Notification of Award of Assignment (NOAA)”** means the notification issued by RECPDCL to the empanelled Consultant, each of which shall constitute a separate “Assignment Contract” for rendering the consulting services for the Assignment as described in **Appendix A**, under and as per the terms and conditions of the Contract for Empanelment. to the Consultant regarding allocation of assignment to assist RECPDCL in conducting tariff based competitive bidding process for Inter-State as well as Intra-State transmission projects.
- (r) **“Party”** means RECPDCL or the Consultant, as the case may be, and “Parties” means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix A** hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation as defined in the law in force enacted by the relevant Government including but not limited to

actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse as defined in the law in force enacted by the relevant Government including but not limited to the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) **“Sexual Harassment” “(SH)”** as defined in the law in force enacted by the relevant Government including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or RECPDCL’s Personnel
- (w) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **“Third Party”** means any person or entity other than the Government, RECPDCL, the Consultant or a Sub-consultant.

2. Relationship between the Parties

1.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between RECPDCL and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1 The Services shall be performed at such locations as as specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the India, as RECPDCL may direct or approve.

8. Authority of Lead Member (Member in Charge) /Authorized Representatives

8.1 In case the Consultant is a Consortium/ Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the RECPDCL under this Contract, including without limitation the receiving of instructions and payments from the RECPDCL However, in case the Consortium/ Joint Venture so requests, RECPDCL may release payment to Consortium/ Joint Venture Member other than the Lead Member for that part of the scope of Services for which the consulting services have been delineated to (as per the Consortium/ Joint Venture Agreement attached as **Appendix E**) and rendered by such other Consortium/ Joint Venture member, provided further that the invoice for payment raised by such other Consortium/ Joint Venture member is duly authorised for the payment by the Lead Member of the Consortium/ Joint Venture.

8.2 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by RECPDCL or the Consultant may be taken or executed by the officials as specified in the **SCC**.

9. Fraud and Corruption

9.1 RECPDCL requires compliance with the Anti-Corruption Laws/ Guidelines of the Government/ its instrumentalities/ RECPDCL. Further, **Attachment 1** to these General Conditions shall also be applicable.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

10. Effectiveness of Contract for Empanelment, Assignment Contract and Contract

10.1 This Contract for Empanelment shall come into force and effect on the date (the "Effective Date") of signing of Contract and shall remain Effective till the time period of the empanelment.

10.1.1 As and when the requirement arises, RECPDCL shall, , at any time during the period of empanelment, issue 'Notification of Award of Assignment' (NOAA) to the empanelled Consultant, each of which shall constitute a separate "**Assignment Contract**" for rendering

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**Performance
Guarantee for
Assignment
Contract**

the consulting services for the Assignment, under and as per the terms and conditions of the Contract for Empanelment.

10.1.2 The Notification of Award of Assignment (NOAA) shall be issued to the empanelled Consultants as and when the requirement arises, on rotational basis, in the order of the date (earliest first) of Notification of Award for Empanelment issued by RECPDCL to the empanelled Consultants. In the event of the date being the same, the order shall be the sequence of ranking i.e. L1, L2, L3 so on (L1 first). The decision of RECPDCL in this regard shall be final

10.1.3 The Consultant shall commence the Services related to the assignment on the date specified in the **NoAA** along with the time period for the engagement specified therein.

10.2 The Consultant shall furnish a Contract Performance Guarantee (CPG) for each assignment against each Assignment Contract separately for an amount and in the form specified in **SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The validity of the CPG shall be as specified in the NOAA.

10.2.1 The CPG shall be unconditional and irrevocable. RECPDCL shall return the CPG to the Consultant within 21 days after issue of a certificate by RECPDCL confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.

10.2.2 In case the contract is terminated pursuant to paragraphs (a), (b), (c) and (f) of Clause GCC 18.1.1, CPG shall be forfeited in full.

10.2.3. In such an event, if for the balance scope of Services, RFP is issued afresh by RECPDCL, the Consultant shall not be eligible to participate in the bidding against such RFP.

10.2.4 The Bank Guarantee for Performance Security is to be provided by the Consultant, which should be issued by a Scheduled Commercial Bank located in Delhi-NCR.

10.3 Furnishing of CPG and its acceptance by RECPDCL shall be a condition precedent for release of any payment due under the Assignment Contract.

**11. Termination
of Contract for
Failure to**

11.1 If this Contract has not become effective within such time period specified in Clause GCC 10.1 hereof, RECPDCL may, by not less than twenty one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a

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RECPDCL/TBCB/CONSULTANCY FIRM/2021-22/ 2158

Date 17.12.2021

- Become Effective** declaration, Consultant shall not have any claim against RECPDCL with respect hereto.
- 12. Commencement of Services under Assignment Contract/ Annulment of Assignment Contract**
- 12.1 The Consultant shall confirm and begin carrying out the Services against each Assignment Contract immediately upon issuance of NOAA for that assignment by RECPDCL or by such date as may be indicated in the said NOAA.
- 12.2 In case the Consultant fails to begin carrying out the Services as specified in clause GCC 12.1, RECPDCL reserves the right to annul the NOAA to by not less than 2 (two) days written notice to the Consultant, declare the said Assignment Contract to be null and void, and take any other action as considered appropriate including not to award any further Assignment Contract under this Contract for Empanelment to such Consultant.
- 13. Expiration of Contract/ Time Period of Empanelment**
- 13.1 Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period of empanelment after the Effective Date, as specified in the SCC.
- 14. Entire Agreement**
- 14.1 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.
- 15. Modifications or Variations**
- 15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made in writing.
- 16. Force Majeure**
- a. Definition**
- 16.1.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 16.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both

take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

16.1.4 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 insofar 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.

c. Measures to be Taken

16.1.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.1.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.1.7 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.

16.1.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by RECPDCL, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by RECPDCL, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

16.1.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

17. Suspension

17.1 RECPDCL may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant

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

18. Termination

18.1 This Contract may be terminated by either Party as per provisions set up below:

a. By RECPDCL

18.1.1 RECPDCL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence RECPDCL shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to commence Services upon issuance of NOAA and the Assignment Contract awarded on the Consultant is annulled as per provision of Clause GCC 12.2 on 2(two) or more occasions or fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If RECPDCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to deploy required Key Experts and commence Services as required in Clause GCC 12.
- (g) upon cancelation of transmission project by concerned authority

- 18.1.2 If the Consultant, in the judgment of RECPDCL has engaged in Fraud and Corruption, as defined in paragraph 2 of the **Attachement 1** to the GCC, in competing for or in executing the Contract, then RECPDCL may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. **By the Consultant**
- 18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to RECPDCL, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.
- (a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than one hundred twenty (120) calendar days.
- (c) If RECPDCL fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50 unless challenged by RECPDCL in an appropriate forum/ Court.
- c. **Cessation of Rights and Obligations**
- 18.1.4 Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, and (iii) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services**
- 18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by RECPDCL, the Consultant shall proceed as provided, respectively, by Clauses GCC 26 and GCC 27.
- e. **Payment upon Termination**
- 18.1.6 Upon termination of this Contract, RECPDCL shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures if admissible in terms of the Contract for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42.1;

- (b) in the case of termination pursuant to paragraphs (d) and (e) and (f) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. OBLIGATIONS OF THE CONSULTANT

19. General

- a. Standard of Performance**
- 19.1.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to RECPDCL, and shall at all times support and safeguard RECPDCL's legitimate interests in any dealings with the third parties.
- 19.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 19.1.3 The Consultant may subcontract, if permitted as per SCC, part of the Services to an extent and with such Experts and Sub-consultants as may be approved in advance by RECPDCL. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 19.1.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 19.1.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in India when as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
- 20 Conflict of Interest**
- 20.1 The Consultant shall hold RECPDCL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from**
- 20.1.1 The payment of the Consultant pursuant to GCC (Clauses GCC 42 through 46) shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment

- Commissions, Discounts, etc.** in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 20.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising RECPDCL on the procurement of goods, works or services, the Consultant shall comply with RECPDCL's advice given in writing in the matter, and shall at all times exercise such responsibility in the best interest of RECPDCL. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of RECPDCL.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 20.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 20.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 20.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their RECPDCL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 21. Confidentiality** 21.1 Except with the prior written consent of RECPDCL, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public recommendations formulated in the course of, or as a result of, the Services.
- 22. Liability of the Consultant** 22.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

- 23. Insurance to be taken out by the Consultant**
- 23.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by RECPDCL, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at RECPDCL's request, shall provide evidence to RECPDCL showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 24. Maintaining Accounts and Records**
- 24.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with and RECPDCL in any eventuality of requirement of such accounts and records.
- 25. Reporting Obligations**
- 25.1 The Consultant shall submit to RECPDCL the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 25.2 In case of delay in submission of the reports/ documents/ deliverables and/or completion of rendering of the Services for the assignment under each Assignment Contract, the provisions mentioned in **SCC** shall apply.
- 26. Proprietary Rights of RECPDCL in Reports and Records**
- 26.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for RECPDCL in the course of the Services shall be confidential and become and remain the absolute property of RECPDCL. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to RECPDCL, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of RECPDCL.
- 26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain RECPDCL's prior written approval to such agreements, and RECPDCL shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about

the future use of these documents and software, if any, shall be specified in the **SCC**.

27. Equipment, Vehicles and Materials

27.1 Equipment, vehicles and materials, if any, made available to the Consultant by RECPDCL, or purchased by the Consultant wholly or partly with funds provided by RECPDCL, shall be the property of RECPDCL and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to RECPDCL an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with RECPDCL's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by RECPDCL in writing, shall insure them at the expense of RECPDCL in an amount equal to their full replacement value.

27.2 Any equipment or materials brought by the Consultant or its Experts into India for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

28. Code of Conduct

28.1 The Consultant shall have a Code of Conduct for the Experts.

28.2 The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.

28.3 These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

29. Forced Labor

29.1 The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

29.2 No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

30. Child Labor

- 30.1 The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 30.2 The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 30.3 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

31. Non-Discrimination and Equal Opportunity

- 31.1 The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- 31.2 Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 30).

32. Training of Experts

- 32.1 The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- 32.2 The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS**33. Description of Key Experts**

- 33.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

34. Replacement of Key Experts

- 34.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 34.1 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meeting eligibility requirements specified in Section 2 of RFP document. The replacement will be considered to have equivalent or better qualifications and experience only as per criteria mentioned in Section 3 of RFP document as applicable for that category of Key Expert, the replacement secures same Qualification Criteria to or better than that of the original Key Expert named in the Contract.

35. Removal of Experts or Sub-consultants

- 35.1 If RECPDCL finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at RECPDCL's written request, provide a replacement.

35.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by RECPDCL to be incompetent or incapable in discharging assigned duties, RECPDCL, specifying the grounds therefore, may request the Consultant to provide a replacement.

35.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to RECPDCL and subject to Clause GCC 34.

35.4 Notwithstanding any requirement from RECPDCL to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

**36. Replacement/
Removal of
Experts – Impact
on Payments**

36.1 Except as RECPDCL may otherwise agree, the Consultant shall bear all additional and other costs arising out of or incidental to any removal and/or replacement of Experts.

E. OBLIGATIONS OF RECPDCL

**37. Assistance and
Exemptions**

37.1 Unless otherwise specified in the SCC, RECPDCL shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Issue to officials, if required, all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant any such other assistance as may be specified in the SCC.

**38. Access to
Project Site**

38.1 RECPDCL warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. RECPDCL will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**39. Change in the
Applicable Law
Related to
Taxes and
Duties**

39.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties (mere change in rates of taxes, duties and levies or nomenclature thereof, or such other similar changes, shall not be construed as change in applicable law) which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price amount specified in Clause GCC 43.1.

**40. Services,
Facilities and
Property of
RECPDCL**

40.1 RECPDCL shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**41. Counterpart
Personnel**

41.1 RECPDCL shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by RECPDCL with the Consultant's advice, if specified in **Appendix A**.

41.2 Professional and support counterpart personnel, excluding RECPDCL's liaison personnel, shall work together with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and RECPDCL shall not unreasonably refuse to act upon such request.

**42 Payment
Obligation**

42.1 In consideration of the Services performed by the Consultant under this Contract, RECPDCL shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

42.2 Furnishing of CPG as per Clause GCC 10.2 shall be a condition precedent for release of any payment due under the Assignment Contract.

F. PAYMENTS TO THE CONSULTANT

**43 Contract Price for
Assignment
Contract**

43.1 The Contract Price for Assignment Contracts awarded under this Contract for Empanelment is firm and fixed and shall be as per the activity and price schedule for the Services set forth in the **SCC**, and so

indicated in the Notification of Award of Assignment Contract. Further, it is inclusive of all costs, expenses, overheads, profit etc., but excluding any reimbursables specifically provided in the Contract, for the **Services** to be provided by the Consultant as per the Contract. Any reimbursement shall be admissible only if specifically provided in the Contract. The GST payable/ reimbursable by RECPDCL, along-with other reimbursable, if any, is provided in **Appendix C**.

43.2 Change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15.1 and have amended in writing the Terms of Reference in **Appendix A**.

44 Taxes and Duties

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2 As an exception to the above and if stated in the **SCC**, only GST applicable in India on the Services provided by the Consultant under the Contract are reimbursable to the Consultant or are payable by RECPDCL on behalf of the Consultant.

45 Currency of Payment

45.1 Any payment under this Contract shall be made in Indian Rupee.

46 Mode of Billing and Payment

46.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2 The payments under this Contract shall be made in lump-sum instalments **as indicated in SCC** against the Services rendered/deliverables specified in **Appendix A**, under each Assignment Contract separately.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment, bearing interest as may be indicated in **SCC**, shall be made against an advance payment bank guarantee acceptable to RECPDCL in an amount (or amounts) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the specified form, or in such other form as RECPDCL shall have approved in writing. The advance payments along with accrued interest thereon will be set off by RECPDCL in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 The Lump-Sum Installment Payments. RECPDCL shall pay the Consultant within thirty (30) days after the Services are rendered by the Consultant / receipt by RECPDCL of the deliverable(s), as

Empanelment of Consultancy firms to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route

specified in **Appendix A**, and the cover invoice for the related lump-sum installment payment. The payment can be withheld if RECPDCL does not approve the rendered Services/ submitted deliverable(s) as satisfactory in which case RECPDCL shall provide comments to the Consultant within fifteen (15) days period after the receipt. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment.* The final payment under this Contract shall be made only after the Services are rendered by the Consultants/ deliverables are received by RECPDCL, as specified in **Appendix A**, for last Assignment Contract, and the invoice identified as such, shall have been submitted by the Consultant and approved as satisfactory by RECPDCL. The Services shall then be deemed completed and finally accepted by RECPDCL. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by RECPDCL unless RECPDCL, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services under this Contract for Empanelment nor relieve the Consultant of any obligations hereunder.

47 Prompt Payment

47.1 RECPDCL shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

G. FAIRNESS AND GOOD FAITH

48 Good Faith

48.1 The Parties undertake to act in good faith with 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.

H. SETTLEMENT OF DISPUTES

49 Amicable Settlement

49.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53 shall apply.

50 Dispute Resolution

50.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to conciliation/ adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions
Attachment 1
Fraud and Corruption

1. Purpose

1.1 Government's/ RECPDCL's Anti-Corruption Laws/ Guidelines apply with respect to procurement.

2. Requirements

2.1 RECPDCL requires that bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

2.2 To this end, RECPDCL:

I. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

II. Rejects a proposal for award if the RECPDCL determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- III. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions,;
- IV. Pursuant to the Anti- Corruption Laws/ Guidelines and in accordance with due process, RECPDCL, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from contract awarded by RECPDCL or its subsidiaries/ affiliates, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract RECPDCL or its subsidiaries/ affiliates; and (iii) to receive the proceeds of any loan made by the RECPDCL or otherwise to participate further in the preparation or implementation of any RECPDCL-financed project.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 & 6.2	<p>The addresses for communications are <i>[fill in at discussions with the selected firm]:</i></p> <p>RECPDCL: _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Insert the following only if the Consultant is a Consortium/ Joint Venture, other wise delete it:</i></p> <p>The Consultant is a Consortium/ Joint Venture of (i)....., (ii) (iii)..... . The members of the Consortium/ Joint Venture hereby authorizeto act on their behalf .]</p> <p>The Authorized Representatives are:</p> <p>For RECPDCL: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
10.2	<p>For each Assignment Contract, the Consultant shall furnish CPG for an amount equal to</p> <ul style="list-style-type: none"> • 3% of Contract Price for each Assignment Contract mentioned in Clause GCC 43.1, awarded based on empanelment, till 31.12.2021 • 10% of Contract Price for each Assignment Contract mentioned in Clause GCC 43.1, awarded based on empanelment, after 31.12.2021

	<p>Note: In case of any change/ modification by GoI on guidelines regarding Performance Security, the same shall also be applicable as and when adopted by RECL/ RECPDCL.</p> <p>The CPG shall be in the form of Bank Guarantee in the format as specified. The Bank Guarantee towards CPG shall be unconditional and irrevocable. Validity of the CPG for each Assignment Contract shall be as specified in the Notification of Award of Assignment.</p> <p>The Bank Guarantee shall be encashed in case of forfeiture of CPG.</p>
13.1	<p>Expiration of Contract for Empanelment:</p> <p>The time period for empanelment shall be for a period of 02 (Two) years from the Effective Date of the Contract for Empanelment, with a provision for extension thereto by additional 1 (One) year on the same terms, conditions and rate/ remuneration at sole discretion of RECPDCL.</p>

22.1	<p>The following limitation of the Consultant's Liability towards RECPDCL will be applicable:</p> <p>Limitation of the Consultant's Liability towards RECPDCL:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to RECPDCL's property, shall not be liable to RECPDCL:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
23.1	<p>The insurance coverage against the risks shall be as follows:</p>

	<p>(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Experts or Sub-consultants, as per the Applicable Law;</p> <p>(c) Third Party liability insurance, with a minimum coverage as per the Applicable Law;</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
25.1	<p>In case there are delays in submission of reports, draft documents, deliverables etc. by the Consultant and/ or completion of rendering of the Services for the assignment under each Assignment Contract, if such delays are attributable to the Consultant, and as a consequence, the overall process of selection of developer for the transmission system is delayed beyond the time period for completion of each assignment specified in Appendix A or such other time period beyond that which may be permitted by RECPDCL, the Consultant shall pay to RECPDCL, the liquidated damages, and not as penalty, an amount equal to 1% (one per cent) of total Contract Price as specified in the Assignment Contract, per week of delay or part thereof, however, the total amount of LD shall not exceed 5 % (Five Percent) of the Contract Price.</p>
26.1 & 26.2	<p>The Consultant shall not use the documents and software created or generated in providing the Services under the Contract, for purposes unrelated to this Contract without the prior written approval of RECPDCL.</p>
43.1	<p>The Contract Price for Assignment Contracts awarded under this Contract for Empanelment shall be as per the following activity and price schedule:</p> <p><i>[Insert here the activity and price schedule as per Financial Proposals and finalized after subsequent discussions/ negotiations, if any]</i></p>

	The Contract Price for each assignment shall accordingly be indicated in the Notification of Award of Assignment.																						
44.1 & 44.2	<p>Only GST applicable in India on the Services provided by the Consultant is reimbursable to the Consultant or is payable by RECPDCL on behalf of the Consultant, as per actual based on relevant documents.</p> <p>The payment/ reimbursement of GST by RECPDCL shall beat the rate specified in the Contract at Appendix C.</p>																						
46.2	<p>The payment for each specific assignment under the Assignment Contract shall be payable in installments on the achievement of milestones set out below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Single Stage Bidding Process</th> </tr> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 60%;">Milestone</th> <th style="width: 30%;">Payment (as percentage of the Contract Price as per GCC 43.1)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td> After preparation and submission of project specific RFP document for the assigned TBCB project and acceptance and issuance of the same by RECPDCL OR In case RFP prepared by RECPDCL has been issued, then this payment will be released after review of RFP document by Consultant and confirmation that the RFP document is in conformity with SBD notified by MoP. </td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>After evaluation of the responses received against RFP</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>After issuance of LoI to the successful bidder</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>After signing of various agreements and successful completion of the assignment</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">5</td> <td>After grant of transmission license to the TSP and adoption of tariff by the appropriate Commission</td> <td style="text-align: center;">10%</td> </tr> </tbody> </table> <p>Note: In case, RECPDCL has completed/achieved any of the above milestone(s) on its own and wish to engage the Consultant for balance work/ services for ongoing assignments, the consultant has to undertake such consulting assignment</p>		Single Stage Bidding Process			S. No.	Milestone	Payment (as percentage of the Contract Price as per GCC 43.1)	1.	After preparation and submission of project specific RFP document for the assigned TBCB project and acceptance and issuance of the same by RECPDCL OR In case RFP prepared by RECPDCL has been issued, then this payment will be released after review of RFP document by Consultant and confirmation that the RFP document is in conformity with SBD notified by MoP.	20%	2.	After evaluation of the responses received against RFP	40%	3.	After issuance of LoI to the successful bidder	20%	4.	After signing of various agreements and successful completion of the assignment	10%	5	After grant of transmission license to the TSP and adoption of tariff by the appropriate Commission	10%
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4.	After signing of various agreements and successful completion of the assignment	10%																					
5	After grant of transmission license to the TSP and adoption of tariff by the appropriate Commission	10%																					

	unconditionally. The Contract Price in such a case will be proportionate to the pending milestones and payment will also be made accordingly.
46.2.1	No advance payment under the Contract shall be made by RECPDCL to the Consultant.
46.2.4	The account is: <i>[insert account].</i>
50.1	<ol style="list-style-type: none"> 1. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law. 2. In any arbitration proceeding hereunder: <ol style="list-style-type: none"> (a) proceedings shall be held in New Delhi, India which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties. (b) English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India as per the Applicable Law

Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) based on Section 7. According insert the text based on the Section 7 (Terms of Reference) and the ITC in the RFP and modified subsequently based on Proposal/ Discussions]

APPENDIX B - KEY EXPERTS

[Insert a table based on the Consultant's Technical Proposal and finalized. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C –GST AND OTHER REIMBURSABLE BY RECPDCL

[Insert the provisions for the GST payable/ reimbursable by RECPDCL as well as other reimbursable, if any, as per Contract.]

APPENDIX D – CODE OF CONDUCT FOR EXPERTS

[Insert the Code of Conduct for Experts. The same shall be based on relevant Form in Technical Proposal of the Consultant and reflect any changes agreed at the Contract discussions, if any.]

Appendix E : Consortium/ Joint Venture Agreement *[only in case Consultant is a Consortium/ Joint Venture]*

Part-III

Contract related Forms

Section 9. Contract related Forms

- 1. Notification of Award for Empanelment**
- 2. Notification of Award of Assignment**
- 3. Form of Contract Performance Guarantee for
Assignment Contract**

1. Notification of Award for Empanelment

[This Notification of Award shall be addressed and sent to the successful Consultant selected through the RFP process. Send this Notification to the authorized representative of the Consultant with appropriate changes if needed].

Reference:

Date.....

Address: *[insert Consultant's address]*

Telephone/Fax numbers: *[insert telephone/fax numbers]*

Email Address: *[insert email address]*

[If the Consultant is a Consortium/ Joint Venture, this notification be sent to the Lead Member on behalf of the Consortium/ JV with copy to other members]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Kind Attention : *[Name and Designation of Consultant's authorized representative]*

Notification of Award for Empanelment

Sub. : Notification of Award for: *[insert the name of the contract]*

RFP No: *[insert RFP reference number]*

Dear Sir/ Madam,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package downloaded by you from the portal <https://.....>, comprising the following:

- a) Section.1:
- b) Section.2:
- c) Section.3:
-
-
-

1.1.1 Amendment No.-1 & Clarification No. -1 to the RfP Documents, which was issued to you through portal <https://.....> vide our letter Ref. No. dated

- 1.2 Your Proposal for the consulting services under the subject contract for empanelment comprising of Technical Proposal (First Envelope) and Price Proposal (Second Envelope), submitted/uploaded by you on the portal <https://.....> [Technical Proposal reference no. dated opened on].
- 1.3 Intimation for Opening of Price Proposal sent to you through portal <https://.....>
- 1.4 Your Price Proposal reference no. dated opened on
- 1.5 Intimation seeking your confirmation under ITC 26 and your confirmation vide
- 1.6 Intimation for conducting Contract discussions on and your Minutes of Contract discussions dated.....

2.0 **AWARD OF CONTRACT**

We confirm having accepted your Proposal (referred to at para 1.2, 1.4, 1.5 & 1.6 above) read in conjunction with the RfP Documents (referred to at para 1.1 above) and award on you the Contract for Empanelment of Consultancy firm for providing Consulting Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route.

3.0 **COMMENCEMENT OF THE CONTRACT**

- 3.1 The Contract shall come into force and effect on the date (the “Effective Date”) of signing of Contract for Empanelment or of RECPDCL’s notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.
- 3.2 The time period for empanelment shall be for a period of 02 (Two) years from the Effective Date of the Contract for Empanelment, with a provision for extension thereto by additional 1 (One) year on the same terms, conditions and rate/ remuneration at sole discretion of RECPDCL.
- 4.0 Through this Notification of Award we confirm acceptance of your Proposal read in conjunction with already discussed Contract, and award of the Contract for Empanelment, on you.
- 4.1 We now request to sign and enter into the Contract Agreement with us as per the already discussed Contract, within seven (7) Business Days from the date of receipt of this notification.

- 5.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.
- 6.0 Please note that the Notification of Award of Empanelment does not guarantee allocation of assignment.

Please take further necessary action to sign the Contract Agreement.

Yours faithfully,

**For and on behalf of
RECPDCL Limited**

2. Notification of Award of Assignment

[This Notification of Award shall be addressed and sent to the empanelled Consultants by rotation Send this Notification to the authorized representative of the Consultant with appropriate changes if needed].

Reference:

Date.....

Address: *[insert Consultant's address]*

Telephone/Fax numbers: *[insert telephone/fax numbers]*

Email Address: *[insert email address]*

[If the Consultant is a Consortium/ Joint Venture, this notification be sent to the Lead Member on behalf of the Consortium/ JV with copy to other members]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Kind Attention : *[Name and Designation of Consultant's authorized representative]*

Notification of Award of Assignment (NOAA)

Sub. : Notification of Award of Assignment for: *[insert the name of the contract]*

Dear Sir,

- 1.0 This has reference to the Contract for Empanelment No..... Dated..... signed by RECPDCL with you for your Empanelment for providing Consulting Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route.
- 2.0 We are pleased to issue this 'Notification of Award of Assignment' (NOAA) for *[.....insert the name of the Assignment.....]*, to you, being the empanelled Consultant with RCPDCL. This NOAA which shall constitute the "**Assignment Contract**" for rendering the consulting services for the aforesaid Assignment, under and as per the terms and conditions of the Contract for Empanelment referred at para 1.0 above.
- 3.0 **Contract Price:** The Contract Price for this Assignment Contract is Rs..... (Rupees.....) arrived at in accordance with Clause GCC 43.1 forming part of the Contract for Empanelment.

4.0 The time period for submission of reports, draft documents, deliverables etc. by the Consultant and/ or completion of rendering of the Services for the assignment under this Assignment Contract shall be.....

4.1 Scope of work

- i) Drafting of project specific documents like Request of Proposal (RfP), Transmission Service Agreement (TSA) based on Standard Bidding Documents issued by Ministry of Power and in accordance with the guidelines issued by Ministry of Power and to assist in issuance of RfP documents; (If RFP document has already been issued by RECPDCL, then Consultant's scope shall not include drafting of RFP document. However, in such case, Consultant shall review the RFP document and suggest if any change/amendment/ errata is required so that project specific RFP is strictly in conformity with the SBD and all relevant details have been provided),
- ii) ii) Participation, as required, in all meetings, pre-bid conferences, interactions at different stages e.g. RfP, LoIs, Agreement signing, transfer of shell company to successful bidder etc.;
- iii) Assisting in preparing of replies/clarifications to bidder's queries on the RfP/TSA documents or any other query during the entire bidding process;
- iv) Assisting in pre-signing of Transmission Service Agreement by the beneficiaries, if required
- v) Evaluation of the responses to the RfP against the criteria as also the detailed scrutiny of the financial, commercial and legal aspects of the Responses and the Bids submitted by prospective developers/Bidders to ascertain the acceptability of the Bid/ Bidder;
- vi) Presenting the evaluation of Responses/Bids before the Bid Evaluation Committees/ MOP/ Empowered Committee/person(s) appointed by RECPDCL for the purpose;
- vii) Drafting, assisting and advising in filing of documents, various applications/ petitions to Appropriate Regulatory Commission or any other relevant authority, if required;
- viii) Interaction/discussions with the Empowered Committee on Transmission, officials in Ministry of Power, Central Electricity Authority, Appropriate Commission/any other agency including making/attending presentations to the Committees or any other agency as intimated by RECPDCL;

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- ix) Advising on any other legal matters as required by RECPDCL for the successful completion of the assignment;
 - x) Any other assistance required till issuance of LOI and transfer of Shell Company to the selected developer and signing of various agreements as may be required.
 - xi) Representing RECPDCL in CERC where RECPDCL is made Respondent / Performa Respondent relating to this transmission project for petitions filed by the selected bidder for grant of transmission license / adoption of transmission charges etc.

Any other services/activity not specifically included above but is necessary for successful completion of the selection process/assignment shall be deemed included without any additional cost to RECPDCL

4.2 Deliverables

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

- a. Drafting and finalization of various documents such as project specific Request for Proposal (RfP) (if RFP is already issued by RECPDCL, then scope shall cover review of RFP document), Request of Proposal (RfP) and Transmission Service Agreement (TSA) based on Standard Bidding Documents issued by Ministry of Power, Govt. of India along with all amendments as notified by Ministry of Power.
- b. Evaluation Report on Proposals against Request for Proposal (RfP) along with recommendation for selection of developer
- c. Reporting on the issues / aspects referred along with recommendations.
- d. Representing RECPDCL in CERC / SERC where RECPDCL is made Respondent / Performa Respondent relating to this transmission project for petitions filed by the selected bidder for grant of transmission license / adoption of transmission charges etc.
- e. Any other deliverables as per Terms of Reference/Scope of work.

4.3 Time Schedule / Completion Period

The estimated time period for completion of the assignment for selection of developer for aforementioned Transmission System is approx. 94 days from the date of issue of the Letter of Award. However, this could undergo a change and completion of all activities (upto grant of transmission license to the TSP and adoption of tariff by the appropriate Commission) by RECPDCL will be the terminal point of the assignment being quoted by the bidder and not the time duration. In case, actual completion period is more than the above schedule, the Consultant shall perform such work without any additional cost/fees

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- 5.0 You are required to furnish at the earliest a Contract Performance Guarantee (CPG) for Rs..... as per Clause GCC 10.2 forming part of the Contract for Empanelment. The validity of the CPG shall be upto and including.....
- 6.0 This Notification of Award for Assignment shall be governed by and subject to the terms and conditions of the Contract for Empanelment referred above.
- 7.0 This Notification of Award for Assignment is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement of the same by you within 5 days of LoA.

Yours faithfully,

For and on behalf of
.....(*RECPDCL*).....
(Authorised Signatory)

3. FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE) FOR ASSIGNMENT CONTRACT

[Refer Clause GCC 10]

**REC Power Development and Consultancy Limited,
I-4, Sector-29, Gurugram,
Haryana – 122007.**

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of REC Power Development and Consultancy Limited (RECPDCL), having its office at _____ (hereinafter referred to as “RECPDCL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Notification of Award/ Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier/Consultant” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the contractor in favor of RECL is in respect of the Contract/agreement dated _____.

WHEREAS the Supplier/Consultant having unequivocally accepted to render the services as per terms and conditions given in the Agreement dated _____ /Notification of Award/ Purchase Order No. _____ dated _____ and RECPDCL having agreed that the Supplier/Consultant shall furnish to RECPDCL a Contract Performance Security for the faithful performance of the entire contract, to the extent of **3% (three percent)** (or the percentage as per the individual case) of the value of the Purchase Order i.e. for Rs. _____.

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/Consultant) in cover of Contract Performance Security in accordance with the terms and conditions of the Agreement/Notification of Award/ Purchase Order.

Hereby, we undertake to pay upto but not exceeding Rs. _____ (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/Consultant having failed to perform the Agreement and despite any contestation on

the part of above named supplier/consultant without any demure, reservation, contest, recourse or protest and/or without any reference to the supplier/consultant.

Any such demand made by the RECPDCL on the Bank shall be conclusive and binding notwithstanding any difference between the RECPDCL and Supplier/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the RECPDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the RECPDCL discharges this guarantee.

The RECPDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Supplier/Consultant. The RECPDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier/Consultant, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the RECPDCL and the Supplier/Consultant or any other course of or remedy or security available to the RECPDCL. The Bank shall not be released of its obligations under these presents by any exercise by the RECPDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the RECPDCL or any other indulgence shown by the RECPDCL or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the RECPDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier/Consultant and notwithstanding any security or other guarantee that RECPDCL may have in relation to the Supplier's/Consultant's liabilities.

This Letter of Guarantee will expire on _____ plus 180 days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
- b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 180 days all the rights of RECPDCL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

c) BG confirmation can also be sought by sending email to _____ (Bank Official email id)

Authorized Signatory
Seal of Bank