

Notice Inviting Tender (ONLY THROUGH E-TENDERING MODE)

for

Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process



*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*

Tender No. RECPDCL/TBCB/Survey/2021-22/2266
GeM Non-Availability Report (GAR) No.:GEM/GARPTS/15122021/IP1DJN6UFIGV

*Last date for submission of Technical and Financial Bids is
14.01.2022 at 15.00 hrs
Date for opening of Technical Bids is 14.01.2022. at 15.30 hrs*

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

Date of issue of tender: 30.12.2021

Technical and financial bids are to be submitted online only.

Important Notice

1. *An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.*
2. *The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in RECPDCL/REC Website, viz, <http://www.recpdcl.in>, <http://www.recindia.nic.in>, www.eprocure.gov.in.*

Note:

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

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

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

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

BIDDING DOCUMENT

FOR

Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process



**REC Power Development and Consultancy Limited
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BID INVITATION

Ref: RECPDCL/TBCB/Survey/2021-22/2266

Dated: 30.12.2021

Subject: Request for offer for Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process

You are invited to submit technical and financial proposals in respect of Empanelment of Survey Agency. The Bidder can be a firm or a limited company.

1.0 The following documents are enclosed for your quotation purpose:

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

2.0 All the documents mentioned above, including this letter to you will form the tender documents. Each of the above document and also other documents to be submitted by you as per this tender's requirement are to be submitted duly stamped & signed on each page by your accredited representative as a token of your acceptance. The bid is to be submitted in online mode only.

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

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

2.3 Scope of work:

The consultant to be engaged to conduct the survey using Modern Survey Techniques and Preparation of Report for Transmission Projects allocated to REC Power Development and Consultancy Limited by Ministry of Power, Govt. of India/ any other State Govt./ State Utility for selection of successful bidder through Tariff based competitive bidding in following categories: -

1. Transmission line in plains
2. Transmission line in hills
3. Transmission line in North East (both plain and hills)
4. Transmission Lines in Leh, Ladakh & similar terrain (altitude of above 3000 mtrs)
5. Identification of 3 alternate sites for each substation

In case of scheme consisting of both line and substation, the rate of L1 of respective categories shall be given to survey agency.

The scope of works shall be as per Volume-III to this bid document.

2.4 Preparation of Bid Proposals:

- **Technical Bid is to be submitted online only** and the relevant documents duly sealed and signed may be uploaded as attachment.
- The documents should be complete in all respect and must be free from any ambiguity, cutting, and use of correcting fluid or overwriting.

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

2.5 Submission of Bid Proposal:

- The bidders are requested to submit their competitive offer as per requirement along with all the requisite documents duly signed as a token of acceptance of the Broad Scope of Work, Terms & Conditions and E-bid process.
- A Bid Securing Declaration has to be submitted as per Form along with the bid.
- Documentary proof is also to be submitted online.
- **Financial/Price Bid has to be submitted online only, as per Form attached. The financial bid/ price bid should not be submitted in physical form. Any such submission shall be liable for rejection.**
- Late submission of Bid Proposals, for whatsoever reasons, after the due date and time for submission shall not be considered. **Offers sent by Fax/e-mail etc. will not be considered.**
- The costs on account of preparation of bids, negotiation, discussion etc. as may be incurred by the bidder(s) in the process of finalization of the contract are on account of Bidder(s) and RECPDCL shall not reimburse either in part or in full the cost so incurred.
- RECPDCL reserves the right to reject any or all of bids, wholly or partially, without assigning any reasons whatsoever.
- The bidding documents shall remain the exclusive property of RECPDCL without any right of the bidder to use them for any purpose except bidding and for use by successful bidder with reference to the work.
- Technical bid shall be opened at the scheduled time and date as mentioned in the bid document in the presence of such bidders or their authorized representative who choose to remain present. A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening. **Bids without Bid Securing Declaration will be outrightly rejected.**
- Further, if the due date of receipt of bid as aforesaid is declared holiday, bid would be received on schedule time on the next working day.
- Alternative Bids shall not be considered.
- Financial Bids of the technically qualified bidders shall be opened on other date & shall be duly notified to all the qualified bidders.

2.5 The Technical Bid shall be opened on 14.01.2022 at 1530 Hrs. Subsequently, RECPDCL will carry out evaluation of documents submitted in support of meeting the qualifying requirements and decide upon qualification of the bidders on the basis of those documents. Bidders are advised to take utmost care that all necessary documents are submitted.

2.6 Period of Empanelment

The qualified Bidders will be empaneled by RECPDCL for an initial period of two Years from the date of issue of empanelment subject to conditions of Clause 2.7 or "Cancellation of empanelment". RECPDCL, in its discretion can extend the period of empanelment for one more year without any change in terms and conditions of empanelment.

2.7 Cancellation of Empanelment

The Empanelment is subject to cancellation due to any of the following reasons (but not limited to) mentioned hereunder, without any liability to RECPDCL:

- If the empanelled agency is found to have submitted false particulars/forged documents for securing empanelment;
- The performance on the job of the empanelled members will be constantly monitored for quality, commitment to delivery period, accuracy of data and timelines mentioned in contract, adherence to the guidelines, Statutory regulations, conduct/discipline etc., while executing assignment. Any deviations from stated conditions mentioned in this document, can lead to appropriate action as deemed fit by RECPDCL including delisting with immediate effect.
- If the Agency refuses to execute the assignment at his agreed scope/rates, after the issue of the letter of Award (LoA) for a specific assignment;
- In case of a non-performance (slippage in timelines & accuracy, scope & quality of work, discipline, resolving conflicts etc. as assessed by RECPDCL) and/or bankruptcy of the empanelled members, the empanelment is liable to be cancelled by RECPDCL.
- Any other reason deemed fit by RECPDCL for cancellation.
- Such empanelled members, whose empanelment is cancelled due to any of the above reasons, will not be considered for subsequent empanelment for a further period of three years.

3.0 Contract Performance Guarantee (CPG): In the event of an award, the successful bidder (consultant), within fifteen days of receipt of Letter of Award from OWNER, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) as detailed below:

- 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
- 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.

The CPG/BG should be as per Performa enclosed as **Annexure-1** and should be kept valid up to nine months from the date of Owner's acceptance of Final Report.

4.0 Basis of price offer: The price offer shall be for the studies as per Form FIN-1 and shall remain firm throughout the period of contract. Quoted prices shall be in Rupees per kilometer or Rupees for identification per substation site in the following categories:

1. Transmission lines in plains
2. Transmission lines in hills
3. Transmission lines in North East (both plain and hills)
4. Transmission Lines in Leh, Ladakh & similar terrain (altitude of above 3000 mtrs)
5. Identification of 3 alternate sites for each substation

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

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

6.0 **Terms of Payment:**

The payment terms for project shall be as below:

6.1 Forty (40) Percent of the contract price shall be paid after submission and acceptance of Draft Report.

6.2 Forty (40) Percent of the contract price shall be paid after submission & acceptance of the Final Report including all deliverables as detailed in the Technical Specification (Volume-III) to the satisfaction of the Owner.

6.3 Twenty (20) Percent of contract price shall be paid after the LOI has been issued to the successful developer and upon handing over of the SPV to the selected developer for the particular transmission project.

7.0 **Basis of Evaluation:** The bids will be evaluated on the basis of technical and commercial terms and conditions specified and based on the criteria (as per **Annexure I** to Bid invitation) and financial proposal of only those bidders, who meet the above criteria after evaluation, will be opened on a suitable date. The same shall be intimated to qualified bidders only. Financial Proposal of those bidders who fail to qualify will not be opened.

The bidders are requested to submit the details of past experience and manpower to be deployed for this assignment. This information, if not provided in the desired format and provided elsewhere in the bid, shall not be considered.

Lowest Quoted Bidder under each category shall be decided on the basis of the quoted price excluding GST under each category. The lowest quoted and evaluated price of the Bidder for each category shall be offered to remaining Bidders in order to match the price. Only those Bidders who match the lowest quoted and evaluated price under each category shall be considered for empanelment. The Price under each category (i.e. lowest quoted and evaluated price) shall remain Firm throughout the period of empanelment and shall not be subject to any variation / adjustment for any reason whatsoever.

The empanelled consultant shall be allocated a specific transmission project based on the RECPDCL's requirements. Sequence of allocation of assignment shall be the sequence of price quoted in the category of "Transmission lines in plains ". In event of two or more bidders quotes same price in the category of "Transmission lines in plains " the price quoted for subsequent category i.e. "Transmission lines in hills " shall be deciding factor of sequence of allocation of assignment .

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

9.0 **Validity of Bid:** Please keep your bid valid up to One Hundred Twenty (120) days from the date of opening of technical bids for our acceptance.

10.0 The consultant shall carry out the scope of work as per Volume-III to this document.

11.0 **Deliverables:**

All the deliverables, as mentioned in this clause and Technical Specifications (Volume-III) shall be submitted for the project. Also, the consultant shall submit photographs of S/s site (proposed as well as existing) and other major crossing encountered in the proposed route.

Technical Experience

- 1.0 The qualification of bidder will be based on meeting the minimum criteria specified below regarding bidder's technical experience:

The bidder should have successfully completed, as a prime contractor, the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum 1000 km transmission line of 220 kV or above, in maximum 5 no. of projects during the previous five (5) financial years. Out of 1000 km, survey of 500 km of transmission line must be for 400 kV or above.

- 2.0 The bidder shall submit the following documents along with the bids (Envelope-II) in support of their qualification for the work:

Completion certificates indicating completed amount and year of completion for qualifying work(s).

Or

A copy of bill accepted by the client for payment in support of value of executed quantity for qualifying work(s).

Or

Any other relevant document indicating the completion of survey work.

In addition to above, the bidder shall also submit the copy of Letter of Award / Contract Agreement for the Contracts against which Completion Certificates/Copy of bill accepted by the client has been submitted by the bidder in support of their qualification.

REC Power Development and Consultancy Limited

Volume – I

Bid Proposal Sheets

TECHNICAL PROPOSAL SUBMISSION FORM

Bidder's Name & Address

To:

The Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly known as REC Power Distribution Company Limited)
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,

Dear Sir,

We hereby submit our proposal for Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process as per the following:

1. Organizational set up of the Company/Institute as per **Form Tech-1**
2. Past assignment completed with successful completion certificate to be submitted as per **Form Tech-2**
3. Project Team proposed to be deployed (on permanent basis with the company) by name & experience as per **Form Tech-3**
4. Details of equipment/instruments to be deployed for carrying out the scope of work (as per **Form Tech-4**)
5. Details of ongoing assignments (as per **Form Tech-5**)
6. Bid Securing Declaration (as per **Form Tech-6**)
7. Vendor Profile form (as per **Form Tech-7**)

Further, it is to confirm that our offer shall remain valid for acceptance for a period of 120 days from date of opening of bids.

The following details are also submitted along with the offer:

- (i) Approach and Technical Method
- (ii) Monitoring equipment, if any.
- (iii) Level and effort of key and other personnel
- (iv) Any other relevant information.

Note: Details not provided as per format shall be considered as non-responsive and shall not be considered for bid evaluation.

Date:

Signature

Place:

Name

Designation

Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity.]

DETAILS OF ASSIGNMENTS SUCCESSFULLY COMPLETED
BY THE BIDDER

1. **Brief Description of the experience of Bidder**

S. No	Name of Project	Name of client	Length of Transmission Line as per Letter of Award*	Date of commencement	Date of Completion	Remarks
1	2	3	4	5	6	7

**The length of transmission line should not be less than the minimum qualifying requirements as set out in Annexure-I to Bid Invitation.*

Bidder shall give details of assignment as per requirement of based on which he proposes to get himself qualified.

Bidder must enclose copy of :

- (i) Completion certificates indicating total line length of transmission lines and year of completion for qualifying work(s).
- (ii) Letter of Award /Contract Agreement placed by the utility on the Bidder in support of the above.

The bidder shall also give details of other on-going assignment in the above format in a separate sheet as annexure for information only.

Note: Bidders not giving the required information/documents at the first instance shall run the risk of rejection.

Date:

Signature

Place:

Name

Designation

TEAM TO BE DEPLOYED (ON PERMANENT ROLL OF THE COMPANY)

S. No.	Name of the Person	Qualification	Experience		Job assigned in the team	Remarks
			No. of years	Area		

Date:

Signature

Place:

Name

Designation

Bidder's Name & Address

To:
The Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly known as REC Power Distribution Company Limited)
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,

Dear Sir,

We hereby declare that following equipment/instruments shall be used to carry out the scope of services as contained in the Technical specification and Bid Documents for Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process as outlined in your tender documents. We also furnish the area wise deployment as well as the source of such equipment/instruments required to carry out this work.

Further, we confirm that the cost for purchase/installation or any other related cost for the equipment shall be entirely borne by us and is included in our lump sum consultancy fee. REC Power Development and Consultancy Limited shall not have any liability in this regard.

S. No.	Name and Purpose of Equipment/Instrument	Source of availability of Equipment/Instrument	Remarks
--------	--	--	---------

Date:

Place:

Signature

Name

Designation

Details of ongoing assignments

[Provide here a brief description of the details of ongoing assignments]

BID SECURING DECLARATION

BID SECURING DECLARATION

Whereas, I/We (name of Bidding Company) ----- have submitted Proposal for -----
 ----- (name of Tender) 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,
2. 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 during that period .

Signed on(*Insert the Date*)

Signature (of authorized representative)[#] {In full and initials}:
 Full name: {insert full name of authorized representative}
 Title: {insert title/position of authorized representative}
 Name of Company (company'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}
 Email: {insert the authorized representative's email address} _____

VENDOR PROFILE FORM

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

Note:

- 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.
- In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.

FINANCIAL PROPOSAL SUBMISSION FORM
(TO BE SUBMITTED ONLINE ONLY)

PROPOSAL AND LUMPSUM FEE

Bidder's Proposal Ref. No. and Date

Person to be contacted

Designation

Telephone No.

FAX

To:

The Chief Executive Officer,

REC Power Development and Consultancy Limited

(formerly known as REC Power Distribution Company Limited)

D- Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,

Dear Sir,

- 1.0 We hereby submit our financial proposal for Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process.
- 2.0 We have understood the instruction and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications/ scope of work laid down by you and are fully aware of nature of consultancy services required.
- 3.0 We declare that the following is fee in Indian Rupees on firm price basis for the services detailed in Bid Invitation

Survey Type	Rate (exclusive of GST)
1. Transmission line in plains	Rs..... per km
2. Transmission line in hills	Rs..... per km
3. Transmission lines in Leh-Ladakh & similar terrain (altitude of above 3000 mtrs)	Rs..... per km
4. Transmission line in North East (both plain and hills)	Rs..... per km
5. Identification of 3 alternate sites for each substation	Rs..... per substation

The price break up for Survey & Preparation of Report and all other studies is mentioned at **Form Fin-1 (Price Offer)**.

- 4.0 We declare that the above quoted lump sum fee (excluding GST) is firm and shall remain valid for the entire period of the assignment. We further declare that only the above quoted fee (excluding GST) is payable to us under this consultancy assignment.
- 5.0 We hereby confirm that if any GST, Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
- 6.0 We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Time Schedule' and 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee of requisite value (as per bid document) shall be provided by us as per the prescribed format in case of placement of award.
- 7.0 Our offer shall remain valid for a period of 120 days from the scheduled date of opening of bids.

- 8.0 We understand that the client will award the contract to the successful consultant whose offer is substantially responsive and to be the lowest evaluated offer.
- 9.0 We hereby declare that only the company, persons or firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
- 10.0 In terms of Clause 8.5 of Conditions of Contract, we are enclosing herewith Power of Attorney in the name of the person who has signed this offer on behalf of the firm.

Date:

Signature

Place:

Name

Designation

Price Offer
(To be submitted online only)

Schedule of Price

S. No.	Description	Price (in Rs.)
1	<i>Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process</i>	
	i. Transmission line in plains	Rs..... per km
	ii. Transmission line in hills	Rs..... per km
	iii. Transmission lines in Leh-Ladakh & similar terrain (altitude of above 3000 mtrs)	Rs..... per km
	iv. Transmission line in North East (both plain and hills)	Rs..... per km
	v. Identification of 3 alternate sites for each substation	Rs..... per substation
2.	GST @ -----	
3.	Total Rs. (1 + 2)	

Note:

- Category wise Lowest Quoted Bidders shall be decided on the basis of the quoted price at S. No. 1 under each category as mentioned above.

Date:

Signature

Place:

Name

Designation

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

Volume - II

Conditions of Contract

For

Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process

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1.0. DEFINITION OF TERMS

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

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

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

2.0 VALIDITY

The proposal shall be on firm price basis and valid for acceptance for at least 120 days from the date of opening of the offers.

3.0 CURRENCY OF BID

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

4.0 THE BID DOCUMENTS

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

5.0 EARNEST MONEY DEPOSIT

- 5.1 A Bid Securing Declaration has to be submitted as per Form Tech-6 along with the bid.
- 5.2 In consideration of the Owner opening and considering the Bid for purpose of award, the Bidder shall keep his Bid valid for a period of 120 days from the date of opening of the Bid, during which period the Bidder agrees not to vary, alter or revoke his bid as a whole or in part. If the Bidder, however, fails to keep his bid valid for 120 days or varies it during the period, then the Owner shall be entitled to take action as per Bid Securing Declaration.

5.3 If the successful Bidder fails to submit a Contract Performance Guarantee as specified in the Contract Document within 15(fifteen) calendar days after the date of Letter of Award of the Contract, then the Owner shall be entitled to take action as per Bid Securing Declaration.

5.4 **Any Bid not accompanied by a Bid Securing Declaration accordance with above said provisions shall be treated as non-responsive and shall be rejected.**

6.0 **UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS**

The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof. If any bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall seek clarification from owner at once but in no case later than seven (7) days prior to the deadline for submission of bids prescribed by the Owner. After receipt of such interpretations and clarifications, the bidder may submit his offer but within the time and date as specified. All such interpretations and clarifications shall form an integral part of the specifications and documents and accompany the consultant's proposal.

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

7.0 **DISCREPANCIES AND ADJUSTMENT OF ERRORS**

7.1 The Bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, REC Power Development and Consultancy Limited shall be deciding authority with regard to the intention of the document.

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

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

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

7.4 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules (to be identified in Bid Proposal sheets (BPS) for this purpose), the owner shall be entitled to consider the highest price for the purpose of evaluation on to award the contract at the lowest of the price in these schedules.

7.5 Prior to detailed evaluation, the Owner will determine whether each bid is for acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of

this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the bidders.

7.6 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the bidder's correction of the non-conformity.

7.7 The owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

8.0 SINGATURE OF BIDS/OFFERS

8.1 The offer must contain the name, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the bidder with his usual signature.

8.2 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designations(s) of the authorized partner(s) or other authorized representative(s).

8.3 Offers by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation, Company in the matter.

8.4 An offer by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary' or other designation without disclosing his principal will be rejected.

8.5 The power of attorney in the name of the person signing on behalf of the Consultant/bidder shall be furnished along with the offer.

8.6 The Consultant's (Bidder's) name stated on the proposal shall be the exact legal name of the firm.

8.7 Erasures or other changes in the offer shall be over the initials of the person signing the bid.

8.8 Offers not conforming to the above requirements of signing may be disqualified.

9.0 PROGRESSIVE PAYMENT

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

9.1 PROCEDURE OF PAYMENT

All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Engineer-in-Charge of which he will require a maximum

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

10.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

11.0 LIABILITY OF THE CONSULTANT

Should any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work by the Owner, the Consultant shall perform at its own initiative and free of any cost to REC Power Development and Consultancy Limited, all such services as shall be necessary to remedy the said defect or inadequacy.

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

12.0 TAXES, DUTIES AND INSURANCE

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

13.0 PATENT

13.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the consultant.

- 13.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.
- 13.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

14.0 SETTLEMENT OF DISPUTE

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

15.0 ARBITRATION

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

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

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

16.0 TERMINATION OF DEFAULT:

- 16.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract in whole or in part.
- a. If the consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the owner in writing.
 - b. If the consultant fails to perform any other obligation(s) under the contract or
 - c. If the consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the owner.

16.2 In the event the Owner terminates in whole or in part, pursuant to Para 16.1.0, the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the consultant shall be liable to the Owner for any excess costs for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

17.0 TERMINATION FOR CONVENIENCE

17.1 The Owner, may by written notice sent to the consultant, terminate the contact, in whole or in part, at any time for its convenience, The notice of termination shall specify that termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

17.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the consultant's receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,

- a) To have any portion completed and delivered at the contract terms and prices and/or.
- b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

18.0 TERMINATION FOR INSOLVENCY

18.1 The owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

18.2 Upon termination of the contract at any time for whatever reason by REC Power Development and Consultancy Limited compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to REC Power Development and Consultancy Limited.

18.3 Following issuance by REC Power Development and Consultancy Limited of a notice of termination and prior to the effective date of such termination, the Consultant shall:

- a. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.
- b. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.

- c. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;
- d. Transfer title and deliver to REC Power Development and Consultancy Limited in the manner, at the times and to the extent, if any, as directed by REC Power Development and Consultancy Limited, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to REC Power Development and Consultancy Limited

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

19.0 SIGNING OF AGREEMENT

The Consultant will prepare a draft contract agreement for the consultancy assignment, as per the format to be provided by the owner, of its review and approval within ten (10) days of issue of Letter of Award. Upon approval of the same, the authorized signatory of Consultant will be required to sign the contract agreement. The Consultant will make and submit at no extra cost to REC Power Development and Consultancy Limited two (2) copies of such agreement to immediately after signing of it by both parties.

20.0 GOVERNING LAWS

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

21.0 SUSPENSION OF THE OBLIGATION

- 21.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 22.0 or as the result of an agreement between the parties.
- 21.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

22.0 FORCE MAJEURE

- 22.1 Force Majeure is hereby defined as any cause which is beyond the control of the Consultant or REC Power Development and Consultancy Limited as the case may be, which they could not have foreseen and which substantially affect the performance of contract such as:

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

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

23.0 HANDLING OF DOCUMENTS

- 23.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the consultant in connection with the services to be provided by the Consultant shall be the property of the Owner, As when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.
- 23.2 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from REC Power Development and Consultancy Limited under terms of the Contract or in performance thereof.
- 23.3 The consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which has an interest without prior written consent of.
- 23.4 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

24.0 ABANDONMENT OF WORK

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

25.0 SUB-CONTRACT

The consultant cannot assign or sub-contract any of this work without the prior written consent of REC Power Development and Consultancy Limited.

26.0 LIMITATION OF LIABILITES

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

27.0 CHANGES/ADDITIONS/DELETIONS

- 27.1 REC Power Development and Consultancy Limited shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, REC Power Development and Consultancy Limited will be advised accordingly and the same shall be mutually settled. However, the consultant shall continue to carry out the work pending till final settlement if any.
- 27.2 REC Power Development and Consultancy Limited reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes REC

Power Development and Consultancy Limited shall give to the Consultant a notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by REC Power Development and Consultancy Limited and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.

- 27.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

28.0 NO WAIVERS

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

29.0 INSTRUCTIONS AND NOTICES

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

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

30.0 BANKRUPTCY

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

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

31.0 PROGRESS REPORT

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

- 31.2 It is understood that submission of such reports and reviews thereof by REC Power Development and Consultancy Limited shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

32.0 METHODOLOGY OF EXECUTION OF ASSIGNMENT

- 32.1 Consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intend to carry out in their office and estimated Man days. Consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.
- 32.2 Regular review meetings will be held one in fifteen days (15) in REC Power Development and Consultancy Limited Office and progress of work will be reviewed.

33.0 CORRESPONDENCE AND CONTRACT COORDINATION PROCEDURE

- 33.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure:-
- 33.2 On all technical matters pertaining to execution of the contract as per specification in the consultant shall directly interact with the Engineer-in-Charge.
- 33.3 All Correspondence from Owner the Consultant shall be made with the full time Coordinator to be identified by the Consultant and the agreed by the Owner

34.0 INSPECTION OF SITE BY CONSULTANT

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

35.0 MANPOWER DEPLOYMENT

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

36.0 LIST OF EQUIPMENT / INSTRUMENTS

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

REC Power Development and Consultancy Limited shall not make any additional payment for any type of equipment / accessories required by the consultant for this package or for any other purpose.

37.0 CO-ORDINATION PROCEDURE

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

38.0 COLLABORATION

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

39.0 ASSOCIATION OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

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

40.0 LANGUAGE

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

41.0 UNITS & INDIAN STANDARDS / CODES / REGULATIONS

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

42.0 OWNER'S RIGHT

Owner reserves the right for the following:

- a) Rejection of any or all offers without assigning any reason whatsoever.

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

43.0 TRAVEL EXPENSES

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

44.0 ACCESS TO Consultant's OFFICE / WORK SITE

The authorized representative (s) of REC Power Development and Consultancy Limited shall be provided access to the Consultant's and/or its Associates premises or to the work site at any reasonable time during the work for expediting, inspection & checking of the progress of the Consultant's work.

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Transmission lines/ Sub-Stations

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TECHNICAL SPECIFICATIONS FOR SURVEY WORK OF TRANSMISSION LINES/ SUB-STATIONS ASSOCIATED WITH TBCB PROJECTS

1.0 General Information & Scope of Work

1.1 The technical specification covers survey using modern survey techniques for route alignment of transmission line, identification of substation sites and preparation of report for the transmission schemes allocated to RECPDCL from time to time. RECPDCL is henceforth referred to as employer. The employer would get the survey works done through an identified agency, henceforth referred to as 'Contractor', empaneled through bidding process.

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

- a) Route Alignment in KMZ/KML file on Bhuvan (Indian Geo-Platform of ISRO) / Google imagery and Survey of India topographical maps (both in hard & soft copies) to the extent required, inter-alia including:
 - i) Identification of three alternative route alignments & selection of one optimized route alignment in consultation with the Employer i.e RECPDCL. The output (both in hard & soft copies) shall be in the form of final route alignment in KML/KMZ file and pdf / digitized topographical map (i.e digitized topo sheets of Survey of India) with latest details/features including but not limited to forest, revenue area, protected area, wildlife infringement, Animal/Bird sanctuary, infringement of endangered species habitats, Great Indian Bustard (GIB) area, civil and defense Airports, all rivers, sea, coal, mineral areas, mining areas, oil pipe line/underground inflammable pipe lines, railway lines, canals, roads, defense setup etc. upto 8 kms on both sides of selected route alignment
 - ii) Walk-over Survey of the route alignment (to be finalized in consultation with the Employer).
 - iii) Preparation of Survey Report including identification and explanation of route constraints like Forest, revenue area, protected area, wildlife infringement, Animal/Bird sanctuary, infringement of endangered species habitats, GIB area, vicinity to civil and defense Airports, major river/sea crossings & coal, mineral mining areas, oil pipe line/underground inflammable pipe lines, railway lines, canals, roads, defense setup etc., infrastructure details available enroute, various clearances required in the final route alignment, possible RoW constraint areas etc.
- b) Preparation of Survey Report incorporating the details as per Annexure-A.
- c) Initiation of any forest clearance based on survey of final route alignment with the concerned Authorities.
- d) Estimation of the land area required for the substations considering the present & future scope of the substations specified at Clause 1.1 above including provision of staff quarter. Preparation of Single Line Diagram for assessment of land requirement including identification of three alternative of sites along with selection of one optimized site for the substation in consultation with Employer as detailed in Clause 4.0 hereinafter.
- e) Preparation of alternative site identification Report & selection of one optimized site incorporating the details as per Annexure-A

1.2 The quantities indicated in the scope of work are provisional. The final quantities for route

alignment & survey (quantities in “kms” unit) shall be the route length along the optimized route alignment. The route alignment shall be carried out by the ‘Contractor’, as per the technical specifications stipulated herein.

- 1.3 The Contractor must note that the Employer shall not be responsible for loss or damage to properties, trees etc. due to contractor’s work during survey. The Contractor shall indemnify the Employer for any loss or damage to properties, trees etc. during the surveywork.
- 1.4 The Contractor should note that Employer will not furnish any software or topographical maps prepared by Survey of India, but may assist in obtaining these by providing letters of recommendations, if required, to concerned authorities. Contractor shall have to use original licensed version of the software (not the beta version). Contractor shall give along with their bid, the confirmation/comments/observation in respect of all clauses of technical specification.
- 1.5 The work shall be carried out by the contractor using modern surveying techniques. The contractor shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including softwares for image processing, etc. available with the Contractor or his associates shall also be furnished with the bid.
- 1.6 It shall be the responsibility of the Contractor to obtain required permissions from various authorities/agencies (if required) for carrying out survey work. Employer will facilitate by way of issuing authorization letter to the Contractor.
- 1.7 Any other activity not specifically mentioned in this specification but required for successful completion of the scope of work shall be deemed included in the scope of the Contractor, without any cost implication to the Employer.

1.8 **Location Details**

- 1.9 The Contractor may visit the site to acquaint with the terrain etc. For this purpose or for any other clarifications, they may contact the Employer at the following address:

[Address to be inserted]

2.0 **Route Alignment of Transmission Line**

- 2.1 Route Alignment shall be done using Bhuvan/ Google imagery and Survey of India topographical maps (scale 1:50,000). In case the required Survey of India maps are available in digitized form, the same shall be procured and used by the contractor. The contractor shall identify & examine three alternative route alignments and suggest to the Employer the optimal route alignment between the terminal points.

2.2 **Requirement of Transmission Line Routing**

- 2.2.1 The alignment of the transmission line shall be most economical from the point of view of construction (ie: supply, erection and commissioning) and maintenance.
- 2.2.2 The line routing should avoid large habitations, densely populated areas, scheduled areas, forest/national park/wildlife infringement/GIB/Animal/Bird sanctuary, infringement of endangered species habitat, vicinity to civil and defense Airports, major river/sea crossings & coal/ mineral mining areas, oil pipe line/underground pipe line/land slide prone areas, firing range, coastal regulation zones, inflammable pipe lines etc. to the extent possible. In case it is not possible to avoid the forests or areas having large trees completely, then keeping in view

the overall economy, the route should be aligned in such a way that cutting of trees is minimum.

- 2.2.3** Routing of transmission lines shall be done in accordance with CEA (Technical Standards for Construction of Electrical Plants and Electric lines) Regulations 2010 and subsequent amendments, and relevant IS codes.
- 2.2.4** The route should have minimum crossings of Major river, Railway lines, National/State highways, overhead EHV power line and communication lines.
- 2.2.5** The number of angle points shall be kept to a minimum.
- 2.2.6** The distance between the terminal points specified shall be kept shortest possible, consistent with the terrain that is encountered.
- 2.2.7** Creeks, Marshy and low lying areas, river beds and earth slip zones shall be avoided to minimize risk to the foundations.
- 2.2.8** It would be preferable to utilize level ground for the alignment.
- 2.2.9** Crossing of power lines shall be minimum. Alignment will be kept at a suitable distance from power lines to avoid induction problems on the lower voltage lines.
- 2.2.10** Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallel route with telecom lines shall be avoided to eliminate effect of induction in the telecom lines.
- 2.2.11** Areas subjected to flooding such as Nalah shall be avoided
- 2.2.12** Restricted areas such as civil and military airfield and shooting ranges shall be avoided. Care shall also be taken to avoid aircraft landing approaches.
- 2.2.13** All alignment should be easily accessible both in dry and rainy seasons to enable maintenance throughout the year.
- 2.2.14** Certain areas such as quarry sites, tea, tobacco and saffron fields and rich plantations, gardens & nurseries which would cause problems in acquisition of right of way and construction and maintenance activities, should be avoided.
- 2.2.15** Angle points should be selected such that shifting of the point within 100 m radius shall be possible at the time of construction of the line.
- 2.2.16** The areas requiring special foundations and those prone to flooding should be avoided.
- 2.2.17** For examination of the alternatives & identification of the most appropriate route, besides making use of information/data/details available/extracted through Survey of India Topographical maps, the contractor shall also carryout reconnaissance/ preliminary survey for verification & collection of additional information /data/details.
- 2.2.18** The contractor shall propose no. of pile/special foundations if required, for crossing of major river spans/large waterbodies/creek area and such crossings should be preferably through the narrowest width of the river/waterbody. The contractor shall propose any type of pile or special foundation required during routing of the line.

- 2.2.19** The contractor shall submit his preliminary observations & suggestions along with various information/data /details collected and also processed satellite imagery data, scanned topographical map data marked with the alternative routes etc. The final evaluation of the alternative routes shall be conducted by the contractor in consultation with Employer's representatives and optimal route alignment shall be proposed by the contractor. Site visit and field verification shall be conducted by the contractor for the proposed route alignment.
- 2.2.20** The route of the transmission line shall be recorded using GPS/DGPS of positional accuracy less than 3m. The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using GPS instrument. The details such as legends, project description, direction marker etc shall be with white background.
- 2.2.21** Wind Zone map of NBC-2016 and amendment thereof and if data available, from local metrological department is to be referred for identifying wind zone of the terrain through which the line traverses. Wind zone of every section (between consecutive angle points) of the line is to be indicated in the final report. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones (indicated in NBC map), higher of the two wind zones shall be considered for such sections.

3.0 TowerScheduling

The tower schedule shall include details of all the towers of the transmission line.

3.1 The following shall be borne inmind:

a) Span

The maximum length of a section shall not exceed 15 spans or 5 Km in plain terrain and 10 spans or 3 km in hilly terrain. Further, in case of line traversing through cyclone prone area i.e areas upto 60 km from coast, the maximum length of a section shall not exceed 10 spans or 3 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. A section point shall comprise of tension point with DB/B type or DC/C type or DD/D type towers as applicable. The normal span shall be considered as 350 m for 220 kV, 400 m for 400 kV lines and 400m for 765 kV lines. Right of Way shall be as per statutory guidelines.

b) RailwayCrossings

All the railway crossings enroute the transmission line shall be identified by the Contractor. The crossings shall be supported on DD/D type towers on either side. The crossing span will be limited to 300 meters. The crossing shall normally be at right angle to the railway track. No crossing shall be located over a booster transformer, traction switching station, traction sub-station, Overlap Section or a track cabin location in an electrified area. Clearance between the overhead line and railway track shall be in accordance with the Regulations for Power Line Crossings of Railway Tracks laid down by the Railway Authorities

c) Sea/River/canal/lake/Crossings

Suitable type of suspension/tension tower shall be used for crossings. Navigable or non-navigable river is to be identified. For non-navigable river, clearance shall be reckoned with respect to highest flood level (HFL). HFL and distance of the nearest recorded HFL point from the river crossing to be provided. Span and name of the river to be provided. For lake, reservoir, canal, & large water body crossing, crossing span to be provided alongwith Full

Reservoir Level (FRL) wherever applicable. For line passing/crossing through sea, High tide level (HTL) to be provided.

d) Power line Crossings

For power line crossing following points shall also be applicable: -

- i) For power line crossing of 400kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
- ii) For power line crossing of 132kV and 220kV (or 230kV) voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- iii) For power line crossing of 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

e) Telecommunication Line Crossings

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

f) Crossing of wildlife/ eco sensitive zones

- i) During the survey work of transmission lines (upto 400 kV level) which are passing through wildlife/ eco sensitive zones, the possibility of stringing the transmission line on available transmission corridor (i.e. vacant circuits) of existing multi circuit transmission lines, if any, traversing through the same wildlife/eco sensitive zone shall be explored by the surveyor and the coordinates of these existing transmission line towers shall be provided in the report. The details of route considering these multi circuit transmission towers for the wildlife/eco sensitive area shall be included as an alternative in the survey report.
- ii) For the transmission lines upto 400 kV level which are passing through wildlife/ eco sensitive zones, the survey work for towers located in such sections shall be done considering Multicircuit (4 circuits) configuration of same voltage level. The top cross arms of these multi-circuit towers shall be used for stringing initially & the balance cross arms shall be made available for stringing of any future transmission line (inter-state or intra-state) passing through the same wildlife/ eco sensitive zone.

g) Crossing of Petroleum/Gas lines

- i) No tower footing/structure of an overhead line of voltage 33 kV or above/HVDC shall be closer than 25 meters from the edge of the Right of Way (ROW) of a Petroleum/National Gas Pipeline.
- ii) Wherever overhead line of voltage 33 kV or above/HVDC shall intend to cross the Right of Way (RoW) of Petroleum/natural Gas Pipeline, the angle of crossing of overhead line with respect to the pipelines shall preferably be right angles, but the crossing angle shall not be less than 75 degrees in any case.

3.2 Clearance from Ground, Building, Trees etc.

Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, as amended.

The contractor shall also intimate the Employer, his assessment about the likely no. of trees required to be cut during execution stage. This assessment shall be done considering prevailing practices/ guidelines, local regulation and other enquiries from local authorities.

3.3 SurveyReport

- 3.3.1 Each angle point location with angle of deviation, elevation above MSL shall be shown with detailed sketches showing existing close-by permanent land marks such as specific tree(s), cattle shed, homes, tube wells, temples, electric pole/tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report in tabular format alongwith sketches.
- 3.3.2 Information w.r.t. infrastructure details available enroute, identification and explanation of route constraints, etc shall also be furnished in the Surveyreport.
- 3.3.3 All observations which the Contractor thinks would be useful to the construction of the transmission lines mentioned under scope of work are to be reported
- 3.3.4 Some portions of the line may require clearance from various authorities. The Contractor shall indicate the portion of the line that requires clearance and the name of concerned organizations such as local bodies, municipalities, P&T (name of circle), Inland navigation, Irrigation Department, Electricity Boards and Zonal railways, Divisional Forest Authorities, Civil & defense airports, sea ports, defense areas etc. from whom the clearance isrequired.
- 3.3.5 The Transmission Line may encounter snowbound areas and may also pass through elevations of above 1000 m above mean sea level (MSL). Contractor shall provide details of minimum & maximum elevations above mean sea level of the route alignment. The line sections which may be affected in snowbound areas to be indicated in thereport.

4.0 SubStations

- 4.1 The contractor shall estimate and verify the requirement of land for the present & future scope of the substations mentioned at clause 1.1, including provision of staff quarters and for this purpose. The contractor shall prepare a Single Line Diagram for the Sub-station in order to assess the requirement of land in consultation with the Employer. The contractor shall identify a minimum of three sites of adequate size for sub-station. The optimum location of sub-station shall be finalized in consultation with the Employer. The Contractor shall estimate the cost of the proposed site keeping in view the area required (including provision of staff quarters) and the prevalent rate/acre for various types of land, which shall also be separately indicated. The details as per Annexure-A shall be furnished for each of the proposed alternative sites of the sub-station. Contractor shall provide details of elevations above mean sea level of the all three alternative sites of the Substation. GPS co-ordinates of the corners of the substation sites shall also be included in thereport.

4.2 Selection of Substation sitecriteria:

- 4.2.1 Preferably fairly levelled land and nearness to motorableroad.
- 4.2.2 Away from vicinity of rivers, sea coast, creeks, marshy lands and area ofsubsidence.

- 4.2.3 HFL of the nearest river or FRL of the nearest dam/reservoir to be provided and distance from such water body to be indicated.
- 4.2.4 Avoiding forest land, scheduled areas, vicinity to airports, any land belonging to authorities like railways, highways, mining, oil, defense, educational institutions, religious institutions, hospital ,etc.
- 4.2.5 Area subjected to flooding and higher water accumulation should be avoided.
- 4.2.6 Indicative level (Altitude above MSL) of the site and nearest motorable road to be indicated.
- 4.2.7 Size of the land for the proposed site shall preferably be rectangular and shall preferably have at least three side open for line corridors.
- 4.2.8 Area with religious structures such as graveyard, temple, mosque etc. should be avoided
- 4.2.9 Approach road to the site shall be suitable for transportation of the heaviest equipment of the sub-station i.e. Transformer, Reactor etc. Requirement of strengthening of bridges/culverts, if required, needs to be indicated in the Report.

5.0 Statutory Regulations and Standards

5.1 Statutory Regulations

The Contractor is required to follow local statutory regulations stipulated in Electricity Act 2003, CEA (Measures relating to Safety and Electricity Supply) Regulations 2010, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, Railway Regulations, Defence /Civil aviation guidelines, MoEF guidelines, Inland Water Authority of India/CWC Regulations etc. as amended from time to time and other applicable local rules and regulations.

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

6.1 Submission of alternate route alignments for transmission line, finalization of optimized route alignments of Transmission Line in consultation with the Employer, walk over survey of optimized route, identification of three alternatives for sub- station land and selection of one optimized site, submission of draft report, Final report (duly incorporating comments/suggestions of Employer within 7 days, after receiving comments, suggestions) etc. shall be completed within 2 months from the date of LOA. The major milestone activities for the packages shall be as under:

Submission of draft Report to RECPDCL	Within 45 Days from date of LOA.
Comments/suggestions by RECPDCL on draft report	Within 8 days of submission of draft Report
Submission of Final Report along with all deliverables	Within 7 days (Total completion period of 2 months)

- 6.2 The Contractor's scope of work shall also include assisting Employer in initiating the process of acquisition of Land (if applicable) and forest clearance (if optimized route is passing through forest land) with concerned authorities.

All the above activities shall be carried out by the contractor till issuance of LoI and signing of all agreements with the Transmission Service Provider (TSP). The report along with all the relevant documents associated with the project shall be handed over to the TSP on as-is-where-is basis, so that TSP may take further action to obtain consents, clearances and permits.

- 6.3 The Contractor shall be required to attend the meetings/conference with the prospective TSPs or any other agency as intimated by Employer to clarify the issues relating to Survey during the Bidding Process of the transmission scheme.

7.0 **Deliverables:**

All the deliverables, as mentioned in this clause and Technical Specifications shall be submitted.

- 7.1 The Contractor will submit progress report for all the works/ studies/ survey, every fortnight as per the format mutually agreed upon.

- 7.2 The Contractor will submit three (3) copies of the draft report with requisite plans & drawings in English language. The Contractor is also required to submit geotagged detailing of photographs of each Angle point (AP). The tower schedule shall include details of all the towers along with the transmission route.

- 7.3 The Contractor will submit fifteen (15) copies of Final Report (high quality printout) with requisite plans & drawings in English language. The Final Report should be submitted within 7 days after comments of Employer on draft Report. The final report and drawings (both hard copy as well as soft copy i.e. KML/KMZ file and pdf / digitized topographical map) shall also include the GPS coordinates of selected points of the final route as per specifications.

- 7.4 Soft copy shall also be submitted for the Report along with drawings.

- 7.5 All raw data for all the studies/ reports/ surveys shall also be submitted.

- 7.6 All reports shall be submitted in A4 size sheets with font size 12, properly bound and printed using good quality paper & material. Map/sketch shall be provided in appropriate size sheets.

- 7.7 Any other deliverable as per scope of work defined in Technical specifications.

Description
<p>1. Project Highlight</p> <p>2. Brief Background</p> <p>3. Scope of Work</p> <p>4. Complete project profile of the project giving technical parameters of the Transmission System & equipment.</p> <p>5. Metrological data like temperature, humidity, rainfall, type of terrain, max. altitude, snow zone, wind zone, & pressure.</p> <p>6. DETAILS RELATED TO TRANSMISSION LINE</p> <p>Survey Report covering the scope of work detailed in the specification with all maps & other enclosures including details of the following enroute the transmission line</p> <p>a) Places of Archaeological importance, river (navigable or non-navigable), lakes, reservoir, canal, large waterbody, streams, Estuary, sea, hills/mountains, coal, mineral mining areas, shooting ranges/firing range, coastal regulation zones, oil pipe line/underground inflammable pipe lines etc.</p> <p>b) Places of Historical, Cultural, Religious or Tourist importance</p> <p>c) Defense installation/ vicinity to civil and Airports/Seaports/ shooting ranges/ firing ranges</p> <p>d) Railway /Highway Crossings</p> <p>e) Power Line / Telecom Line Crossings</p> <p>f) Land Availability (if required for acquisition)</p> <p>i. Extent of land available</p> <p>ii. Land use pattern (agricultural, barren, forest etc.)</p> <p>iii. Land ownership (Govt. Pvt., tribal, non-tribal etc.)</p> <p>g) Environmental and social aspect</p> <p>i. Forest Involvement (revenue, protected etc.) / Clearance</p> <p>ii. Social Issue / R&R Measure</p> <p>iii. wildlife infringement</p> <p>iv. Animal/Bird sanctuary</p>

- v. infringement of endangered species habitat
- vi. national park
- vii. GIB area (Priority/Potential area)
- h) Creeks, Marshy and low-lying areas
- i) No. of pile/special foundations
- j) Angle point location with angle of deviation, GPS coordinates, sectionlength, cumulative length, crossing details, elevation above MSL, wind zone,snow zone
- k) Circle rate of land, cost of Crop & Tree compensation
- l) Pollution level, section wise as per available pollution map
- m) Any other details relevant to the route.

1. Information Required for Substation Sites

Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
1.0	Land Co-ordinates				
a)	Corner 1				
b)	Corner 2				
c)	Corner 3				
d)	Corner 4				
e)	-----				
1.1	Size (Acre) (Mtr x Mtr)				
1.2	Govt. /Private/Forest land				
1.3	Agriculture/Waste land				
1.4	Development				
1.5	Approximate cost				
	a. Circle rate per acre				
	b. Market rate per acre				
	c. Approx. cost of the land				
1.6	Type of soil				
1.7	No. of Owners				
1.8	Environment/Pollution in the vicinity				
1.9	Location with reference to nearest town				
1.10	H.F.L. Data				
1.11	Diversion of Nallah/Canal required				
1.12	Slope				
1.13	Approximate Extent of leveling required (in meter)				

Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
1.14	Land acquisition feasibility				
1.15	Rate of Govt. Land				
1.16	No. of Owners				
1.17	Extent of approach				
1.18	Planned/unplanned development				
1.19	Size of sites (m x m)				
1.20	No. of families to be displaced				
1.21	Level of site with reference to road level				
	a. Level of road				
	b. Level of site				
1.22	Distance from sea shore				
1.23	Approach				
2.0	Obstacles in reaching site				
2.1	Nearby main road				
2.2	Length of approach road to be constructed				
2.3	Name of nearest airport				
2.4	Name of nearest Rail head				
2.5	Availability of ground water				
2.6	Availability of transmission corridor (Three /four sides)				
Sl. No.	Criterion	Site-I	Site-II	Site-III	Remarks
2.7	Existence of structures/dwelling units in the land of the proposed site				
2.8	Availability of disposal of rain/storm water				

2.9	Crops grown and types (Multi-crop/single crop)				
2.10	Distance from main road				
2.11	Nearest railway station (BG/MG)				
2.12	Unloading facility at railway station				
2.13	No. of Culverts required for approach				
2.14	Nearest EHV line				
2.15	Length of line between this site & nearest substation for construction power at 33/11kV				
2.16	Frontage for line take off				
2.17	Telephone/Telegraph line				
3.0	Community Facilities				
3.1	Drinking Water				
3.2	Drainage				
3.3	Distance from a. Post Office b. Telephone c. School d. Market				
3.4	Security				
3.5	Availability of construction water				
3.6	Availability of drinking water				
4.0	Seismic zones				
5.0	Others				
6.0	Recommended Site				

Form of Contract Performance Guarantee

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

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

The Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly known as REC Power Distribution Company Limited)
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001,

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

DRAFT CONTRACT AGREEMENT

Draft Contract Agreement

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the “Contract”) is made the _____ day of the month of _____ 2018, between, on the one hand _____ (hereinafter called the “Owner”) and, on the other hand, _____ (hereinafter called the “Consultants”).

WHEREAS

- (A) The Owner intends to hire Consultant for survey using Modern Survey Techniques and Preparation of Report of transmission project being implemented through Tariff Based Competitive Bidding process .
- (B) The Owner has requested the Consultants to provide certain consultancy services required for the Project as defined hereinafter (hereinafter called the “Services”).
- (C) The Consultants, having represented to the Owner that they have required professional skills, personnel and technical resources agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

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

- (i) “Third Party” means any person or entity other than the Owner, the Consultants or a Consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultants. The Consultants, subject to this Contract, have complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Owner:

Attention: _____

Facsimile: _____

For the Consultants:

Attention: _____

Facsimile _____

- 1.6.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

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

1.8 Authority of Consultants

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

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of the Owner by _____ or his designated representative;
- (b) On behalf of the Consultants by _____ or his designated representative.

1.10 Taxes and Duties

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

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultants shall begin carrying out the Services immediately viz. from the date of issue of LOI/Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

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

2.4 Entire Agreement.

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

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

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

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

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

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and

shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By the Owner

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

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt or enter into an agreements with their creditors for relief of debt or take advance of any law for the benefit or debtors or go into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-10 hereof;

- (d) If the Consultants submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) If the Consultant and/or Consortium Partner/sub-consultant (if applicable) has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.2.4 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to clauses-2.8.1 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all- necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment upon Termination

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

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

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third parties.

3.1.2 Law Governing Services

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

3.1.3 Conflict of Interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.2.1 Consultants Not to Benefit from Commissions, Discounts etc.

The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel , and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

The consultant and their affiliates hired to provide services for the proposed assignment will

be disqualified from services related to the initial assignment for the same project subsequently.

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

3.2.4 Confidentiality

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

3.3 Insurance to be taken out by the Consultant

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

3.4 Liability of the Consultants

The Consultants shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract [Note: If the Consultants consist of more than one entity, this should be changed to read -“The Consultants and each of their Members shall be jointly and severally liable to the Owner-for the performance of the Services] and for any loss suffered by the Owner as a result of a default of the Consultants in such performance, subject to the following limitations:

- (a) The Consultants shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants or the Personnel of either of them; and
- (b) The Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultants had no control.

3.5 Indemnification of the Owner by the Consultants -

The Consultants shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants, or the

Personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Consultants' Actions Requiring Owner's Prior Approval

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

3.7 Reporting Obligations

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

3.8 Documents prepared by the Consultants to be the Property of the Owner:

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Consultants may retain a copy of such documents shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4.0 CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultants' Personnel are described in **Appendix-C**.
- (b) If required to comply with the provisions of Clause-3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix-C** may be made by the Consultants by written notice to the Owner, provided:
 - (1) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

- (2) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause-6.2 of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix-A**, the estimated periods of engagement of Personnel set forth in **Appendix-C** may be increased by agreement in writing between the Owner and the Consultants provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause-6 of this Contract.

4.3 Agreed Personnel

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

4.4 Removal and/or Replacement of Personnel

- (a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications, which shall be approved by the Owner.
- (b) If the Owner:
 - (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree,
 - (1) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

5.0 OBLIGATIONS OF THE OWNER

5.1 Payment

In consideration of the Services performed by the Consultants under this Contract the owner shall make to the Consultants such payments and in such manner as is provided by Clause-6 of this Contract.

5.2 Services and Facilities

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

6.0 PAYMENTS TO THE CONSULTANTS

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

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

S. No.	Milestone	Payment
1.	After submission and acceptance of Draft Project Report	40% of Contract Value specified for project
2.	After submission & acceptance of the Final Report.	40% of Contract Value specified for project
3.	After the LOI has been issued for Transmission System under bidding to the successful developer for the Transmission System and the SPV has been handed over to the selected bidder	20% of Contract Value specified for project

6.3 The Consultant shall submit the bills to the Owner of firm's printed bill forms indicating the work done by him during the period for which payment is sought.

6.4 The Owner shall cause the payment of the Consultants as per above given in schedule of payment above within thirty (30) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

6.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the ToR is completed.

7.0 LIQUIDATED DEMAGES FOR DELAY IN COMPLETION

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

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith:

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

8.2 OPERATION OF THE CONTRACT:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-9 hereof.

9.0 JURISDICTION AND APPLICABLE LAW:

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

10 SETTLEMENT OF DISPUTES:

10.1 Amicable Settlement

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. RECPDCL shall appoint a Sole Arbitrator with the approval of Chairman & Managing Director.
4. It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of RECPDCL or is a retired employee of RECPDCL.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
6. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by ay party shall be void.

7. The arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
 8. The parties to the arbitration will bear the fees and expenses to be determined by the arbitrators.
 9. The venue of arbitration will be New Delhi.
 10. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.
- 10.2 The courts of New Delhi alone shall have exclusive jurisdiction on any dispute arising out of this contract.

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

FOR AND ON BEHALF OF [OWNER]

By _____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANTS]

By _____

Authorized Representative

Place;
Date:

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

DESCRIPTION OF THE SCOPE OF WORK/TERMS OF REFERENCE (ToR)

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

REPORTING REQUIREMENTS

CONSULTANTS' AND THEIR KEY PERSONNEL

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

DUTIES OF THE OWNER

The Consultants shall have to make their own arrangements for completing the assignments and Owner shall have no duty/responsibility in this regard.

Owner shall make payments as per terms of payment specified in the bidding documents.

(COST OF SERVICES)

