

REC Transmission Project Company Limited
(A wholly owned subsidiary of Rural Electrification Corporation Ltd.
A Government of India Undertaking)

Bid Document

For

Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)

By

REC Transmission Projects Company Ltd.
(A wholly owned subsidiary of Rural Electrification Corporation Limited)
ECE House, 3rd Floor,
Annexe-II, 28A, K G Marg,
New Delhi - 110 001

Tender No. RECTPCL/MSEDCL/2018-19/1

Last date for submission of Technical and Financial Bids is

26.04.2018 at 15:00 Hrs. (IST)

Date for opening of Technical Bids is

26.04.2018 at 16:00 Hrs. (IST)

(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: 10.04.2018

Note:-

- 1. Technical Bid is required to be submitted on line as well as Hard Copy**
- 2. Financial bid is to be submitted online only.**

INSTRUCTIONS TO BIDDERS

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

The detailed Bidding Document along with contact details can be viewed and downloaded from our website www.recindia.nic.in and www.rectpcl.in and bidding process shall be carried out on e-bidding portal of MSTC i.e. <http://www.mstcecommerce.com/eprohome/rectpcl>

It is to be noted that, registration of Bidder on MSTC portal is mandatory for participation towards this tender

(Note: All Amendments/Addendums/Corrigendum, time extension, clarifications, etc. shall be uploaded in the above-mentioned websites only and shall not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated and submit their Bids based on the latest information/instructions hosted in website(s). Bidders may follow the instructions provided in the Annexure (Tips for Successful bid submission) to make themselves acquainted with the process of online filling of bid)

All the documents should be addressed to:

Addl. Chief Executive Officer

REC Transmission Projects Company Ltd.

ECE House, 3rd Floor, Annexe-II, 28A, KG Marg

New Delhi-110019

Note: RECTPCL reserves the rights to annul, postpone, withdraw the Bidding Process at any time prior to award of contract including rejection of any or all bids after the same have been received without assigning any reason and without thereby incurring any liability to the affected bidder or Bidders or any obligation to inform the affected bidder or Bidders on the ground of RECTPCL's action.

Important Dates	
Date of Release of Bid Document	10.04.2018 from 10:00 HRS
Last date of queries/ seeking Clarification	16.04.2018 till 18:00 HRS
Pre bid Meeting	17.04.2018 at 15:00 HRS
Start of Tender and Registration on MSTC portal	10.04.2018 from 10:00 HRS
Close of Registration on MSTC portal	24.04.2018 till 17:00 HRS
Last date of submission of Bid	26.04.2018 till 15:00 HRS
Date of opening of Technical bid	26.04.2018 at 16:00 HRS
Start of e-Reverse Auction	To be informed later

Subject: Bid to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)

REC Transmission Projects Company Limited (RECTPCL) is a wholly owned subsidiary of Rural Electrification Corporation (REC) Limited, which is a Navratna Central Public-Sector Undertaking under Ministry of Power. RECTPCL is assisting Maharashtra State Electricity Power Distribution Company Limited (MSEDCL) for the work of preparation of Detailed Project report for Feeder Separation works. Scope under the DPR is detailed as under;

1.0 SCOPE OF WORK

The DPR is to be prepared for works mentioned under **Sr. No A and B** below;

- A.** Separation of Mixed Feeder i.e. existing feeders which are feeding both Rural Customers as well as Agriculture Customer so as to have separate feeders for Agriculture customers and Rural Customers

This above work contains the following,

- I. Survey all the Mixed feeders (approx. 2700) capturing the relevant details like Railway Crossing, Highway Crossing, Forest, and such others
- II. To collect GPS Coordinate of the proposed village DTs and Proposed New Feeder route
- III. Preparation of SLDs for proposed new feeders as well as existing feeders
- IV. Preparation of detailed Bill of Quantity based on the norms of MSEDCL for proposed new feeders for Rural Customers
- V. Preparation of executable DPR for new proposed feeder.

- B.** Assessment of requisite infrastructure to regularize almost 1.0 Lacs Agricultural Customers connected on as is where basis

The scope of work under above work contains:-

- I. Identification of nearest HT Points from where a particular Agriculture customer may be connected and considering this, estimation of infrastructure required for connection.
- II. Preparation of SLDs.
- III. Preparation of executable DPR for new proposed feeder including, material required, costing and other relevant details.

If anything not specifically mentioned above but is required to complete the works as per its intent, is in the scope of Bidder.

Note - The above work is to be carried out Circle wise and submission of DPR shall also be Circle wise.

In order to complete the scope of work, the successful agency may be required to do the following activities;

- (i). Assessment of existing Electrical infrastructure
- (ii). Mapping and identification of existing agriculture and rural customers
- (iii). GPS survey of existing 11 kV Lines emanating from substations, distribution transformers, connected LT network as well as disposition of consumers
- (iv). Mapping of related data on compatible software and preparation of SLD with all necessary attributes including but not limited to indication the location of HT poles, location of consumers, NH crossing, SH Crossing, Railway crossing etc.
- (v). Assessment of existing and proposed load
- (vi). Study of Practice followed by MSEDCL and other leading best practices being adopted by other leading utilities
- (vii). Techno-economic network design for dedicated Agriculture/ Rural Feeders including but not limited to type and length of poles, span length, type of line (OH or UG), type of conductor/ cable and other accessories.
- (viii). Based on the aforesaid survey and load details, route of proposed dedicated Rural/ Agriculture feeder of 11 kV Line shall be determined and it is required to be mapped the proposed new feeder on Survey of India maps of appropriate scale.
- (ix). Identification of execution hurdles and strategy for smooth implementation

2.0 Time Schedule for Completion of the Work

Time is the essence of this assignment. The total period of assignment will be as follows;

Sr. No	Work Description	Time Line
1.	Start of survey work in the districts of Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 07 days from the date of Letter of Intent
2.	Submission of Draft DPR for each Circle in the districts of Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 30 days from the date of Letter of Intent
3.	Start of survey work in all other districts except Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 15 days from the date of Letter of Intent

Sr. No	Work Description	Time Line
4.	Submission of Final DPR for each Circle in the districts of Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 60 days from the date of Letter of Intent
5.	Submission of Draft DPR for each Circle in the districts other than Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 105 days from the date of Letter of Intent
6.	Submission of Final DPR for each Circle in the districts other than Ahmednagar, Jalgaon, Buldhana, Nagpur and Chandrapur	Within 150 days from the date of Letter of Intent

Selected Agency is required to complete work as per the scope of work detailed above and submit the DPRs as per time lines in following manner;

- Five (5) draft copies of the circle wise Detailed Project Report (DPR) in hard copy as well as in soft copy.
- Five (5) copies of Final DPR incorporating the changes suggested by the RECTPCL/ MSEDCL in hard copy as well as in soft copy.

3.0 Eligibility Criteria

- The Bidding Organization shall be evaluated solely on its own credentials for meeting the eligibility/ qualifying criteria and not on the credentials of any other organization.
- In case bidder is parent company, experience of subsidiary shall not be considered and if bidder is subsidiary company, experience of Parent shall not be considered.
- The Bidder must have completed at least 1 (one) assignment of minimum value of **Rs. 0.5 Crore** as main contractor during last **Seven Financial Years** having the scope of works which includes GPS survey of electrical network, preparation of Single Line Diagram, proposal for electrical network, preparation, mapping of existing and proposed electrical network and preparation of Detailed Project Report including cost estimate for Power Distribution Network in India.

Or

The Bidder must have completed at least 2 (two) assignment of minimum value of **Rs. 0.3 Crore** each as main contractor during last **Seven Financial Years** having the scope of works which includes GPS survey of electrical network, preparation of Single Line Diagram, proposal for electrical network, preparation, mapping of existing and proposed electrical network and preparation of Detailed Project Report including cost estimate for Power Distribution Network in India.

The Bidder is required to submit the documentary proof (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) for meeting the eligibility criteria up to satisfaction of RECTPCL.

- iv) The Bidder must have below mentioned requisite resources in terms of infrastructure and manpower to perform the assignment.

Sr. No	Details of Personal	Minimum Experience (Years)	Experience Description
1.	Technical Expert -1	10 Years of More	The Technical Expert-1 must have experience in the field of Power Distribution including the activities like, survey of Network, data collection, development of SLD, preparation of BoQ and others.
2	Technical Expert-2	Experience-5 Years of More	The Technical Expert-2 must have experience in conducting GPS survey, mapping of such data and preparation of SLD on Survey of India map.

The Bidders are required to submit the documentary proof for meeting the this eligibility criteria as per the formats set out in Bid Document and detailed under **Clause No-8 B** of this document.

- v) Average Financial Turnover of the Bidder during last four Financial Years should not be less than **Rs. 1.05 Cr.**

Note - The detailed Bid Evaluation Methodology is described in subsequent section of Bid Document.

4.0 PERIOD OF ENGAGEMENT

However the active period of engagement would be till the completion of all the activities as per the scope of work but successful bidder shall be required to extend their support during execution of project in case it is required to do so and the same shall be decided by RECTPCL. Further, the time period may be extended based on mutual discussion keeping in view the constraints being faced during execution of the assignment, if required.

5.0 DELIVERABLES

- The Bidder shall submit progress report for all the works/ studies/ survey/ supervision every week as per the format mutually agreed upon.
- Draft Detailed Project Report (DPR) with maps & computer study output results **(5 Hard copies + 5 Editable Soft copy in Pen Drive)**.
- Submission of Final DPR with maps & computer study output results incorporating the changes suggested by the RECTPCL/ MSEDCL (5 Hard copies + 5 Editable Soft copy in Pen Drive).
- All raw data for all the studies/ reports/ surveys shall also be submitted.
- All reports shall be submitted in A4 size sheets and all drawings and Single Line Diagrams (SLDs) on sheets such that it is legible. All drawings and SLDs shall be properly bound and printed on good quality paper.

6.0 BASIS OF OFFER

- 6.1 Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc. other than GST for Services as may be applicable for complete scope of works as indicated in Form-6.
- 6.2 The price quoted by the bidders shall be on Fixed Price basis. No escalation for any reason whatsoever shall be allowed over and above the bid price.
- 6.3 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to RECTPCL.
- 6.4 All expenses including all travel, boarding & lodging expenses, etc. incurred by the bidder for carrying out all the activities as per scope work will be borne by

themselves and RECTPCL will not take any responsibility whatsoever on this account.

7.0 SUBMISSION OF BID

The **EMD** (Earliest Money Deposit) is to be submitted by all the participating bidders of an amount of **Rs 2,50,000/- (Rs. Two Lac Fifty Thousand only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-I**" or Bank Demand Draft drawn in favor of **REC Transmission Projects Company Limited** payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

7.1 The bid shall consist of two parts "Technical Proposal" and "Financial Proposal" must be submitted separately in the following manner:

- i) **Envelope -1** sealed and marked as "TECHNICAL PROPOSAL for preparation of DPRs under Feeder Separation Scheme for MSEDCL" from -----
----- (Name of the Bidder) should contain following:
 - a. Original Copy of EMD in a separate Envelop
 - b. The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/part scope of work will be considered.
 - c. The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorized signatory and authority letter as per Form-5.
 - d. Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) to be provided in support of past experience.
 - e. Documentary evidence in respect of Technical Expert-1 and Technical Expert-2 as detailed under Clause no. 8 B (ii).

RECTPCL may call for any clarifications/ information if required.

This envelope should not contain any cost/price information, whatsoever.

The Forms mentioned in clause 7.1 above along with relevant documents, including covering letter will form part of tender documents. Each of the above Forms and also other documents to be submitted as per the bidding documents are

to be duly signed on each page and stamped as required by the authorized representative of the bidder, which shall constitute the bid.

Note- 1 Scanned copy of all relevant documents related to “Technical Proposal” and proof of EMD are necessarily to be submitted with in due date and time through e-Tender Portal also.

Note-2 - Financial bid to be uploaded in the specific format designed & same may be downloaded from website:

<http://www.mstcecommerce.com/eprochome/rectpcl>

And after filling the form it is to be uploaded therein through digital signature.

7.2 Above mentioned sealed envelopes mentioned at clause 7.1(i) is to be submitted latest up to **15:00 HRS (IST) on 26.04.2018** at the following address:

Sh. Bhupender Gupta (Addl. CEO)/ Arun Chaturvedi (Manager- Tech.)

REC Transmission Projects Company Limited

ECE House, 3rd Floor,

Annexe-II, 28A, KG Marg,

New Delhi – 110001

Tel: 011-47964796

7.3 Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in RECTPCL as regards to this bid after the submission of the bids, apart from communications by RECTPCL in writing, and any Bidder doing so shall be summarily rejected.

8.0 BID OPEINING AND EVALUATION OF PROPOSALS

Opening of Technical Proposal

The Technical Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present. The Technical proposal would be opened on **26.04.2018 at 16:00 HRS (IST)**.

A) Responsiveness check

The check will be with respect to the following:

- i) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work will be considered.
- ii) The Technical Proposal should contain Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by authorized signatory and authority letter as per Form-5.
- iii) Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) to be provided in support of past experience.
- iv) Details of composition of Team and Team Leader proposed to be deployed are to be provided in Technical bid as per Form-3.

B). Evaluation of Proposal:

The bidder's relevant experience in the **past Seven Financial Years** . Experience of the bidders would be evaluated on the following basis:

- i. The Bidder must have completed at least 1 (one) assignment of minimum value of **Rs. 0.5 Crore** as main contractor during last **Seven Financial Years** having the scope of works which includes GPS survey of electrical network, preparation of Single Line Diagram, proposal for electrical network, preparation, mapping of existing and proposed electrical network and preparation of Detailed Project Report including cost estimate for Power Distribution Network in India.

Or

The Bidder must have completed at least 2 (two) assignment of minimum value of **Rs. 0.3 Crore** each as main contractor during last **Seven Financial Years** having the scope of works which includes GPS survey of electrical network, preparation of Single Line Diagram, proposal for electrical network, preparation, mapping of existing and proposed electrical network and preparation of Detailed Project Report including cost estimate for Power Distribution Network in India.

- ii. The Bidder is required to submit the documentary proof (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.) for meeting the eligibility criteria up to satisfaction of RECTPCL.

iii. Average Financial Turnover of the Bidder during last four Financial Years should not be less than Rs. 1.05 Cr.

(i) The Bidding Organization must have following personals on their pay roll;

Sr. No	Details of Personal	Minimum Experience (Years)	Experience Description
1.	Technical Expert -1	10 Years of More	The Technical Expert-1 must have experience in the field of Power Distribution including the activities like, survey of Network, data collection, development of SLD, preparation of BoQ and others.
2	Technical Expert-2	Experience-5 Years of More	The Technical Expert-2 must have experience in conducting GPS survey, mapping of such data and preparation of SLD on Survey of India map.

Note- Experience Cut-off date is issue of Tender Document.

The Bidding Organization submitting documentary proofs in respect of their Qualification must be up to the satisfaction of RECTPCL and RECTPCL may call for any clarifications/ information if required.

9.0 e-Reverse Auction:

The Employer/Purchaser reserves the right to conduct e-Reverse Auction (e-RA)

In case of Reverse Auction, Internet Based Reverse Auctioning through e-bidding portal shall be adopted; in that case bidders shall be intimated accordingly. The terms & conditions applicable for **reverse auctioning** shall be as per **the procedure mentioned in the Bid Documents**. However, the % reduction of evaluated price in the Reverse Auction w.r.t. the evaluated price based on price quoted by the bidder in e-bid shall be considered as a uniform discount applicable on all the items of SOR.

The Financial Bid will comprise of two rounds. In the first round, the total Initial Price Offer (Submitted online along with the Techno Commercial) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than 0.01% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of 0.01% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount _____ received in the system is the lowest amount in the system. They will be required to give a breakup of the bid quoted by them. The break up should be pro rata reduced (without disturbing amount of taxes) from their initial price offer at Tender stage.

Note: In case number of qualified bidders are more than 3 (Three), then only 3 bidders ranked as L1, L2 & L3 shall be permitted to participate in e Reverse Auction.

9.1 Opening of Financial Proposal

“Financial Proposal” would be opened only of the technically qualified bidders. The date and time of opening of Financial Proposal would be intimated to the Bidders qualifying at Technical Evaluation stage separately. Financial Proposal of other bidders not technically qualified will not be opened.

9.2 Evaluation of Financial Proposal

Cover 3 (Second Envelope of e-bidding Portal) containing the schedule of prices offered by the qualified bidders will be opened. In further evaluation, price bid of the bidders will be evaluated as per relevant clauses provided elsewhere in this document. For selecting the best bid, the prime criterion is the lowest offer. The Bid price arrived under “**The Summary Sheet**” will be compared for finding out the L-1 bidder among the technically qualified bidders, the L-1 price shall be considered as ceiling price to start Reverse Auction (RA) among the technically qualified bidders. The Bidder with lowest price bid as outcome of e-RA shall be considered as successful bidder. Acceptance of the lowest

tender rest with RECTPCL/MSEDCL, which is not bound to accept lowest or any other tender.

9.3 Contract Performance Guarantee (CPG)

In the event of an award, the selected bidder, within seven (7) days of issue of Letter of Intent from RECTPCL, will be required to arrange submission of CPG in the form of Demand Draft or Bank Guarantee (BG), as per RECTPCL's proforma, equivalent to 10% (Ten Percent) of the total consultancy fee. The CPG should be kept valid up to 8 (eight) months from the Letter of Award which may be extended further if demanded by RECTPCL.

9.0 Contract Agreement

9.1 In the event of award, the selected bidder will be required to enter in to a Contract Agreement with the RECTPCL within 15 (fifteen) working days from the date of the Letter of Intent (LOI) or within such extended time, as may be granted by the RECTPCL.

9.2 Formal Contract Agreement will be executed on Non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by RECTPCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the selected bidder from Delhi State.

9.3 The Agreement will be signed in two originals and the selected bidder shall be provided with one signed original Agreement.

9.4 The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.

9.5 Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.

10.0 Team Composition and Team Members

The team composition and team members to be deployed for the assignment shall be provided as per format provided at Form-3. The team leader should have at least experience of 10 years in the relevant area mentioned in the scope of works. The senior level member should have at least experience of 10 years in preparation of DPR for distribution network including underground cable distribution network and middle level team members shall have at least 7 years of

experience in preparation of DPR for distribution network including underground cable distribution network.

11.0 Validity of Bid

The bidder shall keep their bids /proposals valid up to 90 (Ninety) days from the originally scheduled Bid submission date. The bidder may be required to further extend the validity of Bid as per the requirement of RECTPCL.

12.0 TERMS OF PAYMENT

Payments would be made as per the following stages:

In order to arrive the Rates Quoted for complete scope of work of each Circle, Total Price Quoted by the Bidder shall be divided by 42 (total No of Circles in MSEDCL)

Sr. No.	Description	Payments as % of Lump Sum Price
i)	Submission & Acceptance of Draft DPR for a particular District covering all Circles in that District	40% of total Value corresponding to the No. of Circle in the District
ii)	Submission of Final DPR for a particular District covering all Circles in that District	40% of total Value corresponding to the No. of Circle in the District
iii)	Approval of Final DPR and on submission of all deliverables for a particular District covering all Circles in that District	10% of total Value corresponding to the No. of Circle in the District
iv)	Upon Finalization of Turnkey Contractor for execution of work based on the DPR prepared by the Agency	10% of total Value corresponding to the No. of Circle in the District

12.1 The selected Bidder shall submit the bills in duplicate to RECTPCL addressed to ACEO, RECTPCL, indicating the stage achieved, out of the ones indicated above.

12.2 All expenses including travel expenses incurred by the Selected Bidder for carrying out all the activities as per scope of work will be borne by themselves and RECTPCL will not take any responsibility whatsoever on this account.

13.0 Other Terms & Conditions

- i) The financial proposal by the bidder shall be in Indian Rupees as per format enclosed (Form 6) with no escalation provision for any reason whatsoever till the completion of the Assignment.
- ii) The selected bidder shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by RECTPCL on specified dates, venues and time in order to meet the obligations of RECTPCL which also include visit outside of Delhi and anywhere in the state of Maharashtra.
- iii) All claims shall be raised by the selected bidder as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.
- iv) In case there is a delay by the selected bidder in accomplishing the work as per scope of work which in the opinion of RECTPCL is attributable to the selected bidder, RECTPCL reserves the right to get such specific work(s) done through any other Agency at the risk and cost of the selected Agency for completion of the work.
- v) In case the performance of the proposed team member(s) is not satisfactory, the Agency will be asked to change/replace the team member(s) within three days of receipt of such request from RECTPCL with a member acceptable to RECTPCL.
- vi) RECTPCL with the approval of CEO can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- vii) Given the nature of the work being entrusted, the Selected Bidder would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the bidder could be terminated.
- viii) If due to any reason or decision of the Govt./RECTPCL, the Assignment is dropped and the selected Bidder is directed to discontinue work, the "Drop Dead Fee" shall be decided by mutual discussion, decision of CEO-RECTPCL in this regard shall be binding.
- ix) **Conflict of Interest:** Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to

carry-out the work assigned to them at any point of time during the currency of engagement by RECTPCL or above all enable them to pose a threat to RECTPCL's consulting business in future. Without limitation on the generality of the foregoing, organizations would not be hired, under the circumstances set forth below:

- x) The selected Bidder shall keep RECTPCL, 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 RECTPCL or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected agency, or its personnel.
- xi) No offer should be sent by Fax or E-mail.
- xii) Offers received in the designated office after the due time and date mentioned above shall not be considered.
- xiii) RECTPCL reserve the right to accept or reject any or all Proposals/Offer or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- xiv) RECTPCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

Yours sincerely,

For and on behalf of REC Transmission Projects Company Ltd.

Addl. Chief Executive Officer

Encl.: As above

FORM – 1: COVERING LETTER

TO Addl. CEO, RECTPCL

Sir,

Sub: Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL).

We _____(Name of Agency) herewith enclose Technical & Financial proposal for “**Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)**”.

1. We are submitting our bid consisting of:
 - i) **Technical Bid** in a sealed envelope consisting of:
 - a) The Covering Letter (Form-1) in which the agency inter alia agrees to the entire scope of work and deliverables as proposal for deviation / part scope of work will not be considered.
 - b) Form-1, Form-2, Form-3, Form-4 and Form-5 duly filled and signed by Authorized signatory and authority letter as per Form-5.
 - c) Details of past experience in Technical Bid. Documentary evidence (e.g. Copy of work Order/Letter of Award/LoI/Purchase Order/Completion certificate/ Project Report /proof of payment/ any other relevant documents etc.) in support of past experience.
 - d) Details of key personnel proposed to be deployed as per format provided at Forms-3 & 4.
 - e) Letter of Authority in favor of the Authorized signatory submitting the Bid as per Form -5.
 - ii) **Price Offer** (as per format provided at Form 6 of Bid document) uploaded on e-Tender Portal.
2. _____ [Name and contact information of one of the team member] shall be the Team Leader for the assignment.

3. We declare that the quoted lump-sum price is Bidder and shall remain valid for the entire period of the assignment. We further declare that the above quoted lump sum fee includes all taxes, duties & levies etc. payable by us under this assignment.
4. We hereby confirm that if any Income Tax, Surcharge or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
5. We confirm that the prices and other terms and conditions of this proposal are valid for a period of 90 days from the date of submission of bid.
6. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Terms of payment' clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee for ten (10) % of the total consultancy fee in the form of bank guarantee or Demand Draft shall be provided by us as per the prescribed format in case of placement of award.
7. We hereby declare that only the company, persons or Bidders interested in this proposal as principal or principals are named herein and that no other company, person or Bidder 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.
8. We declare that the services will be rendered strictly in accordance with the specifications and we do not have any deviation to any of the terms and conditions of the bidding documents.
9. We confirm and certify that all the information / details provided in our bid are true and correct.
10. We give our unconditional acceptance to the Bid Documents issued by RECTPCL and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.
11. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, payment terms and all other terms and conditions as contained in the 'Bid Document'. The proposal is unconditional.
12. We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

13. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with member(s) of RECTPCL's employees or persons positioned in or on the Board of these two organization by whatever process and if found incorrect, we may be debarred from any further engagements by RECTPCL forever.
14. We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with RECTPCL for a period of maximum three years from the date of such disqualification.
15. Further, we undertake that in the event of our appointment, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of RECTPCL, failing which the engagement of the organization would be terminated.

Signature of Authorized Person

Name

Designation & seal

Date:

Place:

FORM - 2: EXPERIENCE OF AGENCY

1. Brief Description of the Agency:
2. Outline of experience on assignments:

Sl. No.	Name of Assignment with work order no. and date	Name(s) of member(s) associated with the assignment	Client	Date of Commencement	Date of Completion	Value of Detailed Project Report (INR Crore)
1						
2						
3						

1. It is hereby certified that the above mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

List of documents attached:

- 1.
- 2.

Signature of Authorized Signatory

Full Name

Note:

Address

1. The Agency's **relevant experience from FY 2011-12 onwards** till date of issue of Tender shall be considered.
2. Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/LoI/Purchase Order or any other representative documents etc.
3. Please attach copy of documentary proof of satisfactory completion for assignment(s) handled from Client(s).

FORM – 3: COMPOSITION OF TEAM AND THE TEAM LEADER TO BE DEPLOYED

Sr. No.	Position	Name	Father's Name	Contact No	E-mail
	<u>Team Leader</u>				
	Technical Expert-1				
	Technical Expert-2				

Signature of Authorized Signatory

Full Name

Address

FORM – 4: CURRICULUM VITAE FOR EACH MEMBER OF AGENCY’S TEAM

Name: _____

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organization:

Educational Qualification: _____

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by ‘excellent’, ‘good’ or ‘poor’)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to disqualification of the Bidder.

Signature of Team member

Full Name

Date

Signature of Authorized Signatory

Full Name

Address

FORM - 5: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE AGENCY)

I _____ certify that I am _____ of the Agency, organized under the laws of _____ and that _____ who signed the above Proposal is authorized to bind the agency by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

FORM – 6: SCHEDULE OF PRICE BID (SUMMARY SHEET)
(To be submitted as Financial Proposal in Second Envelope)

Sub: Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)

I _____ (Name) on behalf of _____ (Name of the agency) herewith submit the Financial Proposal for **“Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)”**.

	Description	Bid Price (INR)	GST %	Total Price (INR)
	Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)	Lump sum (Including Taxes & Duties- Exclusive GST)		
	Total (Evaluated Price)			
		In Words	In Words	In Words

Note:

1. The price offer for the Assignment should be quoted on lump sum basis including, all taxes and duties applicable at the time of bid submission excluding GST. GST is required to be quoted separately. Payment of GST shall be made at actuals at the time of payments to the agency by RECTPCL. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
2. The agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to RECTPCL.

3. Income tax at source will be deducted by RECTPCL as per the applicable law and regulation and TDS certificate shall be issued to the Agency by RECTPCL
4. All expenses including travel expenses, boarding & lodging expenses, etc. incurred by the selected agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected agency and RECTPCL will not take any responsibility whatsoever on this account.
5. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Seal

Authorised Signatory

Full Name

Address

Form of Contract Performance Guarantee

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

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

REC Transmission Projects Company Limited,

India

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

WHEREAS, the Agency having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ Purchase Order No. _____ dated ___ and RECTPCL having agreed that the Agency shall furnish to RECTPCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (Ten Percent)(or the percentage as per the individual case) of the value of the Purchase Order i.e. _____.

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

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

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

Authorized Signature
Chief Manager/Manager
Seal of Bank

"ANNEXURE-I"

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this ____ day of _____ 2015 by

(Name of the Bank)

having one its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Transmission Projects Company Ltd., registered under the Companies Act, 1956, having its office at _____ (hereinafter called "RECTPCL") which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender vide their Tender Notice No.

_____ Dated _____
to be opened on _____ AND _____ WHEREAS M/s

(Name of Tenderer)

having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECTPCL a Bank Guarantee for a _____ sum of _____ Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____

(Name of Bank)

have at the request of the tenderer agree to give RECTPCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECTPCL during the period of validity as mentioned in the Tender or any extension thereof as RECTPCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECTPCL, New Delhi on demand without demur to the extent of Rs. _____ Rupees _____ only).

We further agree as follows:-

1. That RECTPCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECTPCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECTPCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECTPCL or any indulgence by RECTPCL to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECTPCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECTPCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Note: - The date shall be thirty (30) days after the last date for which the bid is valid.

CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of the month of _____, 2016, between:

REC Transmission Projects Company Limited (a wholly owned subsidiary of Rural Electrification Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956, having its registered office at Core-4, Scope Complex, Lodi Road, New Delhi - 110006 hereinafter referred to as "Owner" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

_____ having its office at

_____ hereinafter called the "Agency" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of selection of Agency for the works of **"Selection of Agency to Prepare Detailed Project Report (DPR) for feeder separation work in the state of Maharashtra for Maharashtra State Electricity Distribution Company Limited (MSEDCL)"**.

AND WHEREAS the Owner is intending to hire an experienced and qualified Agency who has undertaken similar projects and is capable of providing "Services".

AND WHEREAS the Agency, have represented to the Owner that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Agency, the Owner has agreed to appoint the Agency to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clauses 12 hereof between the Owner and the Agency.
- (c) "Agency" means _____.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Agency as employees, for the purposes of rendering services or any part thereof; Personnel includes:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Agency, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

- (k) "Services" means the works to be provided/performed by the Agency for completion of various tasks as described in Letter of Intent (LoI) hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Third Party" means any person or entity other than the Owner and the Agency.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

The Agency shall render/perform services at RECTPCL office in Delhi/ Kanpur and Kanpur or as mentioned in Bid document/necessary to discharge the scope of work or any other place as intimated by RECTPCL.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract shall come into force from the date ("effective date") on which the Owner and the Agency have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

- a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Agency shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the Agency, the Agency shall be liable to pay damages to the Owner.

3.3 Commencement of Services

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

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the Agency has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a 'No claim Certificate' to the Agency.

The Owner shall issue the "No claim certificate" after being satisfied that the Agency has performed/rendered all the services to the satisfaction of the Owner,

as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Agency has been made.

4.0 Contract Performance Guarantee

4.1 The Agency within 7 days from the date of issue of Letter of Award shall furnish a Performance Guarantee in the form of Demand Draft or Bank Guarantee as per Performa attached in bid document, from any Bank towards performance of the Contract. The guarantee amount shall be equal to ten percent (10%) of the contract price in accordance with the terms and conditions specified in the contract and in the Bid Documents. The guarantee shall be valid till six (6) months from the completion of Assignment.

4.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract and shall not be construed as limiting the damages stipulated in other clauses in the Bid Documents.

4.3 The Performance Guarantee will be returned to the Agency without any interest at the end of the Guarantee Period.

5.0 OBLIGATIONS OF THE AGENCY

5.1 Standard of performance

The Agency shall perform the Services and carry out his 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 in award of project. The Agency 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.

5.2 COMPLAINACE WITH RULES AND REGULATIONS

The Agency agrees that it shall be responsible and liable to comply with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 CONFLICT OF INTEREST

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

5.4 Benefit from Commissions, Discounts etc.

Payment to the Agency shall constitute the Agency's only payment in connection with this Contract or the Services, and the Agency 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 Agency shall use their best efforts to ensure that the Personnel shall not receive any such additional benefits.

5.5 Agency and Affiliates not to be otherwise interested in Project

The Agency agrees that, during the term of this Contract, the Agency, Personnel and/or any entity affiliated with the Agency shall not provide services resulting from or directly related to the Agency's Services to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Agency or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

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

5.7 Insurance to be taken out by the Agency

The Agency shall take out and maintain, at its own cost, insurance against risks etc.

5.8 Liability of the Agency

The Agency and each of his Members (Agency personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Agency or his members in such performance, subject to the following limitations:

- (a) The Agency 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 Agency or its Personnel; and
- (b) The Agency shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Documents Prepared by the Agency to be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Owner, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

6.0 AGENCY'S PERSONNEL

6.1 Agreed Personnel

The Agency hereby agrees to engage the personnel in order to fulfill his contractual obligations under this contract.

6.2 General

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

6.3 Removals 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 Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:
 - (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Agency 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) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the Agency under this Contract, the Owner shall make to the Agency such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE AGENCY

8.1 The cost of services payable in Indian Rupees is set forth in **LoI**.

8.2 Mode of Payment

Payments will be made by the Owner to the Agency in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Agency shall submit the bills in duplicate to RECTPCL addressed to Addl. CEO, RECTPCL.

8.4 The Owner shall cause the payment of the Agency as per the above given schedule of payment within 30 days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Agency is not satisfactory and not in accordance with the scope of work.

8.5 The final payment under this Clause shall be made only after satisfactory completion of all the activities as per scope of work in LoI and after the issuance of No Claim Certificate.

8.6 All payments under this Contract shall be made to the account of the Agency with:
Account No _____ Bank,

8.7 Liquidated damages (LD) for delay in completion of work

The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

In case of continued non-satisfactory performance, RECTPCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECTPCL. Also, RECTPCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

9.0 Suspension

The Owner may, by written notice of suspension to the Agency, suspend all payments to the Agency and invoke Performance Bank Guarantee hereunder:

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

or

- (ii) if at any stage it is found that the Agency has provided any wrong information/ false information/ mis-represented the fact.

10.0 Termination

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than fifteen (15) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than Thirty (30) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) if the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within fifteen (15) 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 Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Agency submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Agency knows to be false;
- (d) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (e) if Agency become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 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 16 hereof,
- (c) any right which a Party may have under the Applicable Law.

10.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Agency 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.

10.4 Payment upon Termination

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner shall make the following payments to the Agency:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination; and

11.0 Force Majeure

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) It is however agreed that 'Force Majeure' shall not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or employees, nor
- (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) The Agency shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 No Breach of Contract

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, 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. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure or any combination of events 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 or any combination of events of Force Majeure shall notify the other Party of 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.

11.4 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.

11.5 Consultation

Not later than fifteen (15) days after the Agency, 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.

12.0 Amendment/Modification

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

13.0 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Indian Arbitration Act, 1996 as amended from time to time.

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

14.2 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 the 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 term 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 on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 17 hereof.

15.0 TAXES AND DUTIES/CHANGE IN LAW.

It is hereby agreed between the parties that the Agency and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

16.0 Law Governing Contract

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of Delhi in any

matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

17.1 The parties shall endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

17.2 In the event, the parties are unable to resolve such dispute/difference amicably within **sixty (60)** days after the same has arisen then the dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration shall be conducted in accordance with the rules of ICA. The place of arbitration shall be New Delhi or any other place mutually agreeable by the parties and the language of arbitration shall be English

The Arbitration shall be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision shall be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) shall be borne equally by the Parties hereto; however each Party shall pay its respective legal charges. The Award shall be final and binding and non-appeal able. Judgment on the award may be entered and enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction for itself and in respect of its property and waives in respect of both itself and its property, any defense it may have to or based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

18.0 GENERAL PROVISIONS

18.1 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.

18.2 Headings

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

18.3 Notices

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, or facsimile to such Party at the following address:

For the Owner: REC Transmission Projects Company Limited
ECE House, 3rd Floor,
Annexe-II, 28A, KG Marg,
New Delhi – 110001
Tel: 011-47964747

1. For Agency:

Attention:

Facsimile: _____

18.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmation of the transmission.

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

18.6 Authority of Agency in Charge

The Agency hereby authorize: Mr./Ms. _____ to act on their behalf in exercising all the Agency's rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

18.7 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 Agency _____ or his designated representative.

18.8 WAIVER OF RIGHT

The failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

18.9 SEVEREABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

18.10 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

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

FOR AND ON BEHALF OF
[OWNER]

By :
Authorized Representative

FOR AND ON BEHALF OF
[AGENCY]

By :
Representative

Authorized

LIST OF APPENDIX

Letter of Award