

CENTRAL ELECTRICITY AUTHORITY



Request for Proposal (RFP) Document For Basin-wise Review of Hydroelectric Potential in the Country

(Invitation of Proposal from WAPCOS Ltd., THDC Ltd. and SJVN Ltd.)

Hydro Electric Potential Reassessment Division

TABLE OF CONTENTS

ITEM	CONTENTS	PG. NO.
DEFINITIONS		ii-iii
SECTION -1	Invitation for proposals	1
SECTION -2	Instructions to consultants	4
DATA SHEET	Instructions to Consultants	15
SECTION -3	Technical Proposal Standard Forms	18
TECH-1	Technical Proposal Submission form	20
TECH-2	Consultant's Organization and Experience	
	A Consultant's Organization	21
	B Consultant's Overall Experience	22
	C Consultant's Specific Experience	23
TECH-3	Comments and Suggestions on the Terms of Reference	24
TECH-4	Description of the Approach, Methodology and Work Plan for performing the Assignment	25
TECH-5	Team Composition and Task Assignments	26
TECH-6	Work Schedule	27
SECTION 4	Financial Proposal Standard Forms	28
FIN - 1	Financial Proposal Submission forms	30
FIN - 2	Summary of Cost	31
SECTION 5	Terms of Reference(ToR)	32
SECTION 6	Standard Forms of Contract, General Condition& Special Conditions of Contract	37
I	Form of contract	38
II	General Conditions of Contract	40
	Special Conditions of contract	49
APPENDICES		54
APPENDIX - A	Description of Services	55
APPENDIX -B	Reporting Requirements	57
APPENDIX-C	Services and Facilities provided by the Client	58
APPENDIX -D	Form of Bank Guarantee for Advance Payment	59
APPENDIX -E	Form of Bank Guarantee for Bid Security	61
APPENDIX -F	Form of Bank Guarantee for Performance Security	62
APPENDIX -G	Undertaking regarding Blacklisting	64

DEFINITIONS

Definitions	<p>(a) “Client” means Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi, India and includes its legal representative, successor and assignees.</p> <p>(b) “Consultant” means any consulting agency/ organization/ PSU that may provide the Services to the Client under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Part I (Form of Contract) of Section-6 of RFP document, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) “Data Sheet” means such part of the Instructions to Consultants used to reflect assignment conditions and by which the Instructions to Consultants may be amended or supplemented.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Government” means the Government of India.</p> <p>(g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides prospective Consultants with all information needed to prepare their Proposals.</p> <p>(h) “IFP” (Section 1 of the RFP) means the Invitation for Proposals floated by the Client.</p> <p>(i) “Personnel” means key professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such key professionals and support staff who at the time of submitting the proposal had their domicile outside the Client’s country; “Local Personnel” means such key professionals and support staff who at the time of submitting the proposal had their domicile inside the Client’s country.</p> <p>(j) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultant for the proposed work of ‘Basin-wise review of Hydro Electric Potential in the country and preparation of Basin Reports’.</p> <p>(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services and to whom the Consultant is fully responsible.</p>
--------------------	---

	<p>(n) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p> <p>(o) "Contact Department" means the office(s) to which the consultant shall report for commencement and performance of services.</p>

SECTION 1
INVITATION FOR PROPOSALS

SECTION 1: INVITATION FOR PROPOSALS

Ministry of Power, Govt. of India had approved a scheme for "**Basin-Wise review of Hydro Electric Potential in the country**" to be taken up by Central Electricity Authority (CEA) through CPSUs/ SPSUs on limited tendering basis.

Accordingly, an Expression of Interest (EOI) was invited by CEA from various CPSUs/ SPSUs who had the requisite experience in the field of hydro power development and capability to undertake such works which was published in Hindustan (HINDI) and Times of India (ENGLISH) Newspapers on 5th and 6th March, 2016 respectively and also hosted on the website of CEA.

1. Three CPSUs namely, THDC, SJVNL and WAPCOS have expressed interest in carrying out the above work. Accordingly, **CEA, HEPR Division** invites Proposals from these consulting agencies involved in Hydropower Development and having experience in carrying out similar kind of services to undertake:

Basin-Wise Review of H.E. Potential in the country and preparation of Basin Reports.

2. Before submitting the proposals, the Bidder shall acquaint himself about the conditions in regard to accessibility of site, nature and extent of ground, working conditions including requirement of equipment etc.
3. The consultant shall furnish:
 - i) Details of experience of similar type of works including carrying out Survey & Investigation and preparation of Pre-feasibility Reports (PFRs)/ Detailed Project Reports (DPRs) of Hydro electric projects.
 - ii) Details of relevant experienced man power.
 - iii) Details of financial strength.
4. For submission of proposals, interested consulting agencies can download, the Request for Proposal (RFP) Document containing Instructions to Consulting Agencies, Standard Bidding Forms, Detailed Terms of Reference (ToR), Evaluation Criteria, General & Special Conditions etc. from the web-site of the CEA from **1st July 2016 to 15th July 2016** and **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of **Crossed Demand Draft favouring DDO, CEA payable at New Delhi** towards the cost of the document, could be submitted along with the bid.
5. A Pre-proposal Conference shall be held at New Delhi, if required, to resolve any query/ clarifications received upto **25th July 2016**. The queries can also be sent on **email: ceahepr@nic.in**
6. Proposals comprising working methodology, schedule and price, in sealed cover must be submitted to Chief Engineer (HEPR) Central Electricity Authority, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi-110066on or before on **16th August, 2016 upto 1400 Hrs.**

7. The bidders would be required to make a presentation comprising execution methodology, their understanding and team of professionals before the evaluation Committee, if found necessary, for which the date will be conveyed separately.
8. CEA will not be responsible for any costs or expenses incurred by bidders in connection with the delivery and preparation of bids.
9. CEA reserves the right to select or reject any proposal or to cancel the entire process at any time without assigning any reason and no claim/ dispute on whatever account shall be entertained.

**Chief Engineer (HEPR),
Central Electricity Authority,
712 (N),Sewa Bhawan,
R.K. Puram,
New Delhi-110066
Tel: 011-26732123
Telefax: 011-26103332
e-mail ID: ceahepr@nic.in**

SECTION 2
INSTRUCTIONS TO CONSULTANTS

SECTION 2: INSTRUCTIONS TO CONSULTANTS

<p>1. Introduction</p>	<p>1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.</p> <p>1.3 Consultants should familiarize themselves with local conditions relevant to the services and take them into account in preparing their Proposals. To obtain information on the assignment, Consultants are encouraged to attend a pre-proposal conference specified in the Data Sheet. Attending the pre-proposal conference is however, optional.</p> <p>1.4 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet and make available relevant project data and reports. The Consultant shall, however, be responsible for obtaining necessary licenses and permits to carry out the services.</p> <p>1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals, site visits, attending pre-proposal conference etc. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
<p>Conflict of Interest</p>	<p>1.6 The Consultants shall provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work</p>
<p>Fraud and Corruption</p>	<p>1.7 The Client requires that all Consultants participating in this project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client:</p> <p>(a) defines, for the purpose of this Paragraph, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p>

	<p>(ii) “fraudulent practice” means any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</p> <p>(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, from participating in ongoing/future works of the Client, if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and</p> <p>1.8 The Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above Para. 1.7.</p> <p>1.9 Unless specified otherwise in Data Sheet, Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).</p>
<p>Proposal Validity</p>	<p>1.10 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professionals nominated in the Proposal. The Client will make its best effort to complete negotiations and the work within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals and accordingly the validity of Bank Guarantee towards Bid Security. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professionals nominated in the</p>

	<p>Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.</p>
2. Clarification of RFP Documents	<p>2.1 Consultants may request a clarification on any of the RFP documents before the pre-proposal conference. Any request for clarification must be sent in writing to the Client's address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants to whom the RFP document has been issued. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 2.2.</p>
Amendment to RFP Document by the Client	<p>2.2 At any time before the submission of Proposals, the client may amend/modify the RFP by issuing an addendum/corrigendum in writing. Any corrigendum/addendum thus issued shall form part of RFP and shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments/modifications. However, the Client shall not be responsible for late receipt of same by the Consultants. To give Consultants reasonable time in which to take an amendment/ modification into account in their Proposals, the Client may, if he considers that the amendment/modification is substantial, extend the deadline for the submission of Proposals.</p>
Client's Clarifications on the Proposal	<p>2.3 From the time the Proposals are received by the Client to the time the Contract is awarded, the client may request the Consultant to provide any clarification on any matter on the proposal before the award of work.</p>
3. Preparation of Proposals	<p>3.1 The Proposal (see Para 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language only.</p> <p>3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>
Language	<p>3.3 Documents to be submitted by the Consultants as part of this assignment must be in English language.</p>
Technical	<p>3.4 The Consultants are required to submit a Full Technical</p>

<p>Proposal Format and Content</p>	<p>Proposal (FTP). Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following Paras from (a) to (d) using the attached Standard Forms (Section 3).</p> <p>(a) A brief description of the Consultants' organization covering information regarding legal status of the firm, place of registration and principal place of business etc.</p> <p>(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. However, the Consultant should not take any deviation from the Terms of Reference which reduces the scope of consultancy services.</p> <p>(c) (i) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-6 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(ii) The number of pages recommended for description of the approach, methodology and work plan of the FTP should preferably be 10 to 12, including charts and diagrams. A page is considered to be one printed side of A4 or letter size paper.</p> <p>(d) RFP document, all amendments, corrigendum, addendum, clarifications issued by the client duly signed by the authorized signatory.</p>
	<p>3.5 The Technical Proposal shall not include any financial information.</p> <p>The proposal may be declared non responsive:</p> <p>(i) If the proposal is not properly signed by an authorized signatory holding enforceable Power of Attorney in his favour;</p> <p>(ii) If the Technical Proposal in not accompanied by the requisite Bid Security stipulated here in under Para 3.11.</p>
<p>Financial Proposals</p>	<p>3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment.</p>
<p>Taxes</p>	<p>3.7 The Consultant may be subjected to prevailing taxes and on amounts payable by the Client under the Contract (May also</p>

	<p>refer Para 6.3). The Client will state in the Data Sheet if the Consultant is subjected to payment of any taxes and duties. The amounts of such taxes and duties shall not be included in the Financial Proposal and the same shall be shown separately.</p>
Currencies, Fees and Gratuities	<p>3.8 Consultants shall express the price of their services in Indian Rupees.</p> <p>3.9 The Financial Proposal shall not include any commercial or technical condition/information.</p> <p>3.10 Contract Price shall remain firm and fixed for entire period of contract.</p>
Bid Security	<p>3.11 The Consultant shall furnish as part of its proposal, in original form, a bid security for an amount of Rs. 1 lakh (Rupees one lakh only) per basin. The bid security shall, at the Consultant's option, be in any one of the following alternative forms:</p> <ul style="list-style-type: none"> a) Crossed Demand Draft issued by any nationalized/scheduled bank in India favouring DDO, CEA, payable at New Delhi. b) Irrevocable Bank Guarantee issued by any nationalized/scheduled bank in India, which has been determined by the Consultant to be acceptable to CEA, and pledged in favour of CEA. Pro-forma for Bank Guarantee for Bid Security is appended as Appendix-E. c) The bid security shall be valid for 90 (ninety) days beyond the original validity period of the proposal. <p>3.12 Any proposal not accompanied by an enforceable and compliant bid security shall be rejected by the Client as non-responsive.</p> <p>3.13 The bid security of unsuccessful Consultants shall be returned as promptly as possible once the successful Bidder has furnished the required performance security.</p> <p>3.14 The bid security of successful Consultant shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>3.15 No interest shall be paid by the Client on bid security.</p> <p>3.16 The bid security may be forfeited ;</p> <p>a)if a Consultant withdraws his proposal during the period of bid</p>

	<p>validity or</p> <p>b)if the successful Consultant fails within the specified time limit to:</p> <p>(i) Sign the Contract, or</p> <p>(ii) Furnish the required performance security or</p> <p>(iii) Fails to commence the services within the stipulated time period prescribed in the contract.</p>
<p>4. Submission, Receipt, and Opening of Proposals</p>	<p>4.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 including required attachments, if any.</p> <p>4.2 An authorized representative of the Consultant shall initial all pages (including printed material, if any) of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para 4.5 and the number of copies as indicated in the Data Sheet. The copy of the Technical Proposal is to be made from the original. If there are discrepancies between the original and the copy of the Technical Proposal, the original governs. Bid Security shall be submitted along with the original Technical Proposal.</p> <p>4.4 The original and a copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [<i>insert the time and date of the submission deadline indicated in the Data Sheet</i>]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.</p>

	<p>This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>4.6 The Client shall open the Technical Proposal as indicated in Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
<p>5. Proposal Evaluation</p>	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<p>Evaluation of Technical Proposals</p>	<p>5.3 Technical Proposals accompanied by stipulated bid security shall only be evaluated. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference Also, the proposal shall be rejected if it is not accompanied with required Bid Security as per Para 3.11.</p>
<p>Opening and Evaluation of Financial Proposals</p>	<p>5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals but were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing to the Eligible Consultants the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who may choose to attend. The</p>

	<p>name of the Consultants shall be read aloud. The Financial Proposal of the Consultants will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> <p>5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under Para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial no corrections are applied to the Financial Proposal in this respect.</p>
6. Negotiations	<p>6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff except for the reasons of death or incapacity. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. Failure to attend the negotiations at the specified date and time shall be construed as withdrawal of proposal.</p>
Technical Negotiations	<p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.</p>
Financial Negotiations	<p>6.3 If applicable, it is the responsibility of the Consultant, before attending negotiations, to contact the local tax authorities/ Tax consultant to determine the rate and amount of applicable taxes and duties to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in India, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the</p>

	<p>services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.</p>
Conclusion of the Negotiations	<p>6.4 The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. The corresponding changes, if any, mutually agreed as outcome of negotiations will be incorporated in the contract. Negotiations will conclude with a review of the draft Contract. However, if negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1 After completing negotiations the Client shall award the Contract to the selected Consultant and notify all other Consultants who submitted the proposals. The selected consultant and the client will sign the contract agreement at the date, time and address notified by the client.</p> <p>7.2 The Consultant is expected to commence the assignment on the date specified in the Data Sheet.</p>
8. Performance security	<p>8.1 For the due performance of the contract in accordance with the terms and conditions specified, the Consultant shall on the day or before signing the contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to the CEA, a performance security in the form of an irrevocable Bank Guarantee for an amount equal to 5% of the contract amount.</p> <p>8.2 The Bank Guarantee shall be in favour of DDO, CEA, payable at New Delhi issued by State Bank of India or by any other Nationalized/ Scheduled Bank in India. The Bank Guarantee shall be as per the proforma enclosed as Appendix-F.</p> <p>8.3 The performance security shall be denominated in Indian Rs. in which the Contract Price is payable and shall remain valid for a minimum period of one year beyond the scheduled date of completion of services.</p> <p>8.4 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/stipulated in various clauses in the Contract document.</p> <p>8.5 The performance security will be discharged by CEA and returned to the consultants not later than 3 (three) months</p>

	<p>following the date of completion of the consultants obligations and acceptance thereof.</p> <p>8.6 Should the contract period/ scheduled date for completion of services, for whatever reasons be extended, the consultant, at his own cost, shall accordingly get the validity period of Bank Guarantee extended in respect of performance security furnished by him and shall furnish the extended / revised Bank Guarantee to the CEA before the expiry date of the Bank Guarantee originally furnished.</p>
<p>9. Confidentiality</p>	<p>9.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's antifraud and corruption policy.</p>

**Instructions to Consultants
DATA SHEET**

Paragraph Reference	Description
1.1	<p>Name of the Client: Chief Engineer (HEPR) Central Electricity Authority, 712 (N), SewaBhawan, R.K. Puram, New Delhi – 110 066</p> <p>Telephone :26103332, Facsimile : 26103332. Email : ceahepr@nic.in</p> <p>Method of Selection: The lowest quoted Proposal for each basin which is found to be technically and financially responsive shall be selected for the award of contract while the second lowest proposal will be kept in reserve.</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal.</p> <p>Scope of the assignment is “ Basin - Wise Review of H.E. Potential of the country and preparation of Basin Reports”</p>
1.3	<p>Pre-proposal conference, if required, shall be held after 25th July'2016.</p>
1.4	<p>The following reports/data shall be made available to the Consultant by the Client :</p> <ul style="list-style-type: none"> i) List of Pre-Feasibility Reports (PFR) already prepared. ii) Details in respect of list of the projects commissioned, under implementation, allotted etc. iii) Ranking Study
1.10	<p>Proposals must remain valid for a period of 180 days after the submission date.</p>
2.1	<p>Clarifications may be requested upto 25th July, 2016 before holding pre-proposal conference, if required. The address for requesting any clarifications is:</p> <p>Chief Engineer (HEPR) Central Electricity Authority, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi - 110066</p>

	<p>Telephone 26103332, 26732123 Facsimile 26103332 Email : ceahepr@nic.in</p>
3.7	<p>Amounts payable by the Client to the Consultant under the contract to be subject to taxes and duties.</p> <p>The client will consider only the following taxes and duties which shall be shown separately in the financial proposal. All other taxes, duties, fees, levies and impositions levied under the existing laws during the currency of Contract are to be included in the cost indicated in the financial proposal and they will not be separately reimbursed. The Client shall perform such duties in regard to the deductions of such taxes as may be lawfully imposed.</p> <p>The Service Tax as applicable shall be shown separately in the financial proposal for the Consultancy Services and submit the documentary evidence for the same.</p>
4.3	<p>Consultant must submit the original and one copy of the Technical Proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL" and the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL".</p>
4.5	<p>The Proposal submission address is:</p> <p>Chief Engineer (HEPR) Central Electricity Authority, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi - 110066 Telephone :26103332, 26732123 Facsimile 26103332 Email : ceahepr@nic.in</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>Date: 16.08.2016.</p> <p>Time :1400 hrs (local time)</p>
4.6	<p>Opening of Technical Proposal (Tentatively)</p> <p>Date: 22.08.2016</p> <p>Time :1400 hrs (local time)</p>
6.1	<p>Expected date and address for Contract negotiations:</p> <p>Date: Tentatively last week of September, 2016 (to be intimated later)</p> <p>Address:</p>

	<p>Chief Engineer (HEPR) Central Electricity Authority, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi - 110066 Telephone :26103332, 26732123 Facsimile 26103332 Email : ceahepr@nic.in</p>
7.2	<p>Expected date for commencement of consulting services:</p> <p>Date: Tentatively in last week of Nov/Dec 2016 (to be intimated subsequently).</p>

SECTION-3
TECHNICAL PROPOSAL
STANDARD FORMS

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Para 3.4 of Section 2 of the RFP for format of Technical Proposal to be submitted, and for Standard Forms required and number of pages recommended.

- | | |
|--------|--|
| TECH-1 | Technical Proposal Submission Form |
| TECH-2 | Consultant's Organization and Experience

A Consultant's Organization
B Consultant's Overall Experience
C Consultant's Specific Experience |
| TECH-3 | Comments and Suggestions on the Terms of Reference |
| TECH-4 | Description of the Approach, Methodology and Work Plan for Performing the Assignment |
| TECH-5 | Team Composition and Task Assignments |
| TECH-6 | Work Schedule |

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
Chief Engineer (HEPR)
Central Electricity Authority,
712 (N), Sewa Bhawan, R.K. Puram,
New Delhi - 110066

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Notice Inviting Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal sealed in an envelope and a Financial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, as indicated in Paragraph Reference 1.10 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal of the Firm _____

**FORM TECH-2
CONSULTANT'S ORGANIZATION AND EXPERIENCE**

A - Consultant's Organization

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

C - Consultant's Specific Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use max. 12 pages. If the page limit exceeds, only the first 12 pages shall be considered for evaluation.]

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in your Proposal.]

FORM TECH-4
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT


[Technical approach, methodology and work plan are key components of the Technical Proposal]. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters for carrying out the scope of work:


- a) Technical Approach,*
- b) Methodology and*
- c) Work Plan.*

**FORM TECH-5
STAFFING SCHEDULE¹**

No.	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
A. Key Professionals																			
1 to n	[Home]																		
	[Field]																		
B. Specialist Staff																			
1 to n	[Home]																		
	[Field]																		
C. Support Staff																			
1 to n	[Home]																		
	[Field]																		
										Total									

1. For Key Professional and Specialist Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: engineer, draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

SECTION-4
FINANCIAL PROPOSAL
STANDARD FORMS

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para 3.6 of Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
Chief Engineer (HEPR)
Central Electricity Authority,
712 (N), Sewa Bhawan, R.K. Puram,
New Delhi - 110066

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal for [*Insert name of the Basin*]. Our attached Financial Proposal for [*Insert name of the Basin*] is for the sum of [*Insert amount(s) in words and figures*¹]. The amount of all applicable taxes and duties, as identified/ estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiry of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.10 of the Data Sheet.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

"No commissions or gratuities have been or are to be paid by us to agents relating to his Proposal and Contract execution."

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

We remain,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2**SUMMARY OF COSTS**

Item	Units	Costs
		(INR)
1. Financial Proposal for Basin-wise review of Hydro-Electric Potential in the Country and Preparation of Basin Reports for following basins: i) Indus Basin ii) Ganga Basin iii) Central Indian River System iv) West Flowing Rivers of Southern India v) East Flowing Rivers of Southern India vi) Brahmaputra Basin	Lump Sum	
2. Taxes and Duties		
3. Amount of financial Proposal including taxes and duties.		

Note: Financial Proposal has to be submitted separately for each Basin.

SECTION 5
TERMS OF REFERENCE (ToR)

SECTION 5: TERMS OF REFERENCE (ToR)

BACKGROUND:

The studies for Reassessment of Hydro Electric Potential were undertaken by Central Electricity Authority (CEA) during 1978-87. There is a need to review the hydro electric potential in the country to take into account the features of the schemes already developed or are in different stages of development. The review has also been necessitated due to the availability of additional hydrological, topographical and other data about upstream and downstream water uses in last 25 years. The review would be carried out taking also into consideration the actual site constraints in terms of site geology, submergence and other aspects like results of cumulative Basin studies including Treaty issues, Tribunal awards and impacts of these projects on the Environment and Forests etc.

Accordingly, Ministry of Power, Govt. Of India has approved the scheme for Basin-Wise review of Hydro Electric Potential in the country to be taken up by Central Electricity Authority through CPSUs/ SPSUs on limited tendering basis. Alongwith this, Basin Reports for six basins namely Indus Basin, Ganga Basin, Brahmaputra Basin, Central Indian River System, West Flowing Rivers of Southern India and East Flowing Rivers of Southern India are also to be prepared. The work of review of hydro potential would be done in two parts:

- I. Review of H.E. Potential in the Country and preparation of Basin Reports.
- II. Preparation of Pre-Feasibility Reports (PFRs) for selected projects yet to be allocated by States for development.

Presently, the work related to Part I of the scheme is to be taken up. The quantum of work of Part II of the scheme would be known only after completion of Part-I and shall be taken up after completion of Part I.

SCOPE OF SERVICES:

The scope of the services shall broadly include but not limited to the following:

- Collection of data relating to the following for the entire area of the country as under:
 - Toposheets 1:50,000 & 1:25,000 scale, Satellite data including Digital Elevation Data, India-WRIS platform to be used.
 - The review of HE potential is to be made as per the river basins defined in INDIA-WRIS, in addition to the basin classification followed by CEA in its earlier Review.
 - Observed inflow, rainfall and glacial lakes data on all the river systems from various sources viz. CWC, State Authorities, PSUs etc.
 - Wild life Sanctuaries.
 - Environmentally sensitive and ecological fragile areas.
 - Regional Geology and Geomorphology, Tectonic framework, Seismicity.
 - Mineral deposits.
 - Data relating to project layout and parameters in respect of the existing and ongoing schemes concurred/ Appraised by CEA/ accorded TEC by State Governments, Schemes for which DPR has been prepared from CPSUs, SPSUs, IPPs and other agencies.

- Data relating to project layout and parameters in respect of the new / proposed schemes as well as schemes under Survey & Investigation from CPSUs, SPSUs, IPPs and other agencies.
- To conduct Reconnaissance Surveys and field visits.
- Preparation of Basin Maps and Longitudinal Profiles of various rivers and their tributaries.
- Analysis of the available Hydrological and Sediment data and derivation of the Water Availability at various points of the rivers.
- Sediment Management Plan for the Basin/Sub-Basin.
- Review of Hydroelectric Potential for all the river systems taking into consideration the utilization of waters for other multipurpose uses like irrigation, water supply, environmental releases, flood moderation, navigation, etc. as also the water utilization under various Agreements/ Tribunal Awards, constraints on development under International Agreements.
- Acquisition/ Development/ use of suitable Model for carrying out power potential studies for specific sites
- Review of potential of the schemes with and without environmental releases.
- Study regarding affected stretch of the River and back to back projects.
- Review of Submergence & Resettlement and Rehabilitation (R&R) utilizing satellite derived land use as well as land cover maps.
- Study of alternative layouts of various schemes for development of power potential of the given reach, determination of parameters and layout of the schemes and Review of power potential.
- Preparation of basin wise maps with schemes layout of various projects drawn.
- Review of Environmental and Social Impacts of hydro-electric power developments in the river basin.
- Marking of the Existing and the Ongoing Schemes and the schemes concurred/appraised by CEA/ accorded TEC by State Government and also the schemes for which DPR has been prepared or which are under survey & investigation and identification of new schemes based on information from CPSUs, SPSUs, IPPs and other agencies on the maps using GIS Platform.
- All the databases should be created on GIS Platform in conformity with India-WRIS Platform.
- Preparation of 10 sets of Basin Reports (Hard copies and digital).
- All studies and services required/ necessary to complete the review shall be deemed as included in the 'Scope of Work', even if it is not specifically mentioned as part of the 'Scope of Work'.

TIME SCHEDULE FOR SUBMISSION REQUIREMENTS:

Sr. No.	Submission Requirement	Submission time from the date of commencement of services (T)	No. of Sets/ Copies
1	Mobilization activities	T+06 months	-
2	Simultaneous data collection, compilation & analysis and studies for Basin System including preparation of Draft Report	T+12 months	-
3	Discussions on the Draft Report	T+06 months	10 (Ten) hard copies with editable soft copies.
4	Preparation of Final Report	T+04 months	10 (Ten)hard copies with editable soft copies.
5	Printing of Report	T+02month	10 (Ten) hard copies with editable soft copies.

All the documents, studies, design computations, presentations, data, reports prepared/ collected during the course of contract, shall be the property of CEA and their soft copies in editable formats be also made available along with hard copies (coloured and black & white) and copy rights thereof shall be with CEA.

Monthly Progress Reports:

The Consulting Agencies will submit the monthly progress report of the activities to be carried out by them as per the Contract.

Quarterly Review:

Quarterly review of work would be carried out by Monitoring Committee which would include visit to the site, if needed, for onsite assessment of the work and methodology followed by the agency in collection and synthesis of data. Progress of work would also be monitored on Quarterly basis at the level of Additional Secretary, MoP.

Acceptance of Report by CEA:

The Draft Report submitted by the Consulting Agencies will be examined by the Monitoring Committee in the office of CEA. In case the same is found in order the acceptance will be conveyed within a month. However, in case of shortcomings the same will be conveyed within a month and corrections need to be done by consulting agency within 20 days. Acceptance will be subject to incorporation of improvements suggested by the Monitoring Committee.

Payment Terms:

The payment for individual activities will be released as under
i) Rs. 50 Lakh advance on award of work for each Basin.

- ii) 10% of bid amount after 1st Quarterly Review Meeting
- iii) 10% of bid amount after 2nd Quarterly Review Meeting
- iv) 10% of bid amount after 3rd Quarterly Review Meeting
- v) 20% of bid amount – Mobilization advance of Rs. 50 Lakh for each basin
- vi) 10% of bid amount after discussions on Draft Report
- vii) 20% of bid amount after submission of Final Report
- viii) 10% of bid amount after printing of Final Report and submission of 10 copies
- ix) 10% of bid amount after 6 months of satisfactory completion of contract (Performance Period)

SECTION-6

**STANDARD FORM OF CONTRACT,
GENERAL CONDITIONS AND
SPECIAL CONDITIONS OF CONTRACT**

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, HEPR Division, CEA, New Delhi, India (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A:** Description of Services
 - Appendix B:** Reporting Requirements
 - Appendix C:** Services and Facilities provided by the Client
 - Appendix D:** Form of Bank Guarantee for Advance Payment
 - Appendix E:** Form of Bank Guarantee for Bid Security
 - Appendix F:** Form of Bank Guarantee for Performance Security
 - (d) Consultant Proposal;
 - (e) Expression of Interest Document;
 - (f) Any other Correspondence/ Corrigendum/ Addendum etc.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

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

[Authorized Representative]

Seal of the Firm _____

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.(b) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6.(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(d) “Local Currency” means the Indian Rupee.(e) “Member” means any of the entities that make up the joint venture/ consortium/ association, and “Members” mean all these entities.(f) “Party” means the Client or the Consultant, as the case may be, and “Parties” mean both of them.(g) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.(h) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.(i) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.(j) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.(k) “In writing” means communicated in written form with proof of receipt.
1.2 Law Governing Contract	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
1.3 Language	<p>This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this</p>

	Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in the same language.
1.4 Notices 1.4.1	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 to such Party at the address specified in the SC.
	1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.5 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
1.6 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3 Expiry of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other

	Party.
2.5 Force Majeure	
2.5.1 Definition	<p>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances 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.</p> <p>(b) Force Majeure shall not include:</p> <ul style="list-style-type: none"> i) any event which is caused by the negligence or intentional action of a Party or agents or employees; ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. iii) official closing of road links to project site during winter season. <p>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 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 or any other reason which the client may consider as genuine ground for extension of time.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract,

	<p>as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p> <p>However, in case of delays due to other reasons accepted by the client in terms of Clause GC 2.5.3, no payment for the extended period of services up to first 6(six) months shall be payable.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the Client</p>	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or bankrupt.</p> <p>(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p>
<p>2.6.2 By the Consultant</p>	<p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days</p>

	<p>after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:</p> <p>(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.</p>

3. OBLIGATIONS OF THE CONSULTANT

3.1 General	
3.1.1 Standard of Performance	<p>The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.</p>
3.2 Conflict of Interests	<p>The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
3.2.1 Consultants Not to Benefit from Commissions, Discounts etc.	<p>The payment of the Consultant pursuant to Clause GC 6 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</p>

	ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or 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 shall not engage, and shall cause their Personnel as well as their Sub-Consultants and 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.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) any other action that may be specified in the SC.
3.6 Reporting Obligations	(a) The Consultant shall submit to the Client 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.

	(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the Client	<p>(a) All plans, drawings, specifications, designs, reports, data, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.</p> <p>(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.</p>
3.8 Accounting, Inspection and Auditing	The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
-------------------------------------	---

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions	The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties	If, after the last date for submission of proposals, there is any change in the Applicable Law with respect to existing taxes and duties, the resultant increase or decrease in the cost, to be incurred by the Consultant in performing the Services under this Contract, shall be borne by the Consultant. No adjustments, whatsoever, shall be made to the amounts referred to in Clauses GC 6.2 on this account. However, if any new taxes/ duties/ levies etc., other than those prevailing on the last date for submission of proposals, are introduced by any National, State, Local or other duly constituted authority

	which cause additional cost to the Consultant in performing the Services under this Contract, the such additional cost shall be reimbursed by Client to the Consultant on production of documentary proof, as applicable.
5.3 Services and Facilities	The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment	The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A.
6.2 Contract Price	The price payable in local currency is set forth in the SC.
6.3 Payment for Additional Services	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.
6.4 Terms and Conditions of Payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix F hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
6.5 Interest on Delayed Payments	If the Client has delayed payments beyond fifteen (15) days after the due date stated in SC, interest as applied on commercial, loans by the bank at that time shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
-----------------------	---

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

9. DELAY IN SERVICES

9.1 DELAY IN SERVICES	IF THE CONSULTANT FAILS TO ACHIEVE THE COMPLETION OF SERVICE(S) WITHIN THE TIME SCHEDULE STIPULATED IN THE TERMS OF REFERENCE AND IN THE OPINION OF CLIENT THE REASONS FOR DELAY OF SUCH DATE(S) IS SOLELY ATTRIBUTABLE TO THE CONSULTANT, THE CLIENT IS ENTITLED TO LEVY LIQUIDATED DAMAGES FOR DELAY AS SPECIFIED IN SC.
------------------------------	--

10. CONTACT DEPARTMENT

10.1 Contact Department	For the purpose of commencement and successful performance of various assignments/ services under the contract, detailed in Terms of Reference, the respective contact department shall be as specified in SC.
--------------------------------	--

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is : English
1.4	<p>The addresses are: Client: Chief Engineer (HEPR), Central Electricity Authority, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi-110066 Tel: 011-26732123 Fax: 011-26103332 e-mail ID: ceahepr@nic.in</p> <p>Consultant: _____ Attention: _____ Fax: _____ E-mail: _____</p>
1.5	<p>The Authorized Representatives are:</p> <p>For the Client: Chief Engineer (HEPR), CEA, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi.</p> <p>For the Consultant: _____</p>
1.6	<p>The client will consider only the following taxes and duties which shall be shown separately in the financial proposal. All other taxes, duties, fees, levies and impositions levied under the existing laws during the currency of Contract are to be included in the cost indicated in the financial proposal and they will not be separately reimbursed. The Client shall perform such duties in regard to the deductions of such taxes as may be lawfully imposed.</p> <p>The Service Tax as applicable shall be shown separately in the financial proposal for the Consultancy Services and submit the documentary evidence for the same.</p>
2.1	The Contract shall come in to effect from the date the contract is signed.
2.2	The date for the commencement of Services is from 7th day of Effective Date.
2.3	The time period shall be thirty months from the date of commencement of services up to submission of Final details as per detailed scope of work.
3.4	The risks and the coverage shall be as follows:

	<p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988 for the period of consultancy;</p> <p>(b) Third Party liability insurance, with a minimum coverage of ` 500000/-(Rupees five hundred thousand only);</p> <p>(c) professional liability insurance, with a minimum coverage equal to the total contract value for this consultancy for the period of consultancy;</p> <p>(d) client's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
6.2	The amount in local currency is _____ <i>[insert amount]</i> .
6.4	<p>The accounts are: _____ <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> i) Rs. 50 Lakh advance on award of work for each Basin. ii) 10% of bid amount after 1st Quarterly Review Meeting iii) 10% of bid amount after 2nd Quarterly Review Meeting iv) 10% of bid amount after 3rd Quarterly Review Meeting v) 20% of bid amount – Mobilization advance of Rs. 50 Lakh for each basin vi) 10% of bid amount after discussions on Draft Report vii) 20% of bid amount after submission of Final Report viii) 10% of bid amount after printing of Final Report and submission of 10 copies ix) 10% of bid amount after 6 months of satisfactory completion of contract (Performance Period)

<p>6.5</p>	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within 60 days in the case of the final payment. The invoice/ bill shall be submitted by the Consultant to the Chief Engineer (HEPR), CEA, 712 (N), Sewa Bhawan, New Delhi for regulating the payment.</p> <p>The interest rate is: 10% per annum (Simple Interest).</p>
<p>8.2</p>	<p>Dispute Resolution</p> <p>Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the “Institution of Engineers (India), Kolkata” for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the “Institution of Engineers (India), Kolkata”, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>c) If, in a dispute subject to Clause 8.2(b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>

	<p>Rules of Procedure</p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/ firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>Substitute Arbitrators</p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Qualifications of Arbitrators</p> <p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 hereof shall be a legal or technical expert of repute with extensive experience in relation to the matter in dispute.</p> <p>Miscellaneous</p> <p>In any arbitration proceeding hereunder:</p> <p>a) proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi.</p> <p>b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the parties.]</p> <p>c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>								
<p>9.1</p>	<p>The amount of the liquidated damages and not as a penalty the sum shown below for any calendar day in the types and proportions of currencies of the Contract Price shall be:</p> <table border="1" data-bbox="400 1783 1374 2038"> <thead> <tr> <th data-bbox="400 1783 520 1966">Sr. No.</th> <th data-bbox="520 1783 807 1966">Description</th> <th data-bbox="807 1783 1129 1966">Completion time from the commencement of services (Months)</th> <th data-bbox="1129 1783 1374 1966">LD for delay per day of total contract price.</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1966 520 2038">1.</td> <td data-bbox="520 1966 807 2038">Submission of final Documents</td> <td data-bbox="807 1966 1129 2038">30 Months</td> <td data-bbox="1129 1966 1374 2038">0.05 (zero point zero five)</td> </tr> </tbody> </table>	Sr. No.	Description	Completion time from the commencement of services (Months)	LD for delay per day of total contract price.	1.	Submission of final Documents	30 Months	0.05 (zero point zero five)
Sr. No.	Description	Completion time from the commencement of services (Months)	LD for delay per day of total contract price.						
1.	Submission of final Documents	30 Months	0.05 (zero point zero five)						

		as per scope of work.		percent of CP per day delay subject to maximum of 5 (five) percent of CP.
	<p>The maximum amount of compensation/ delay damages payable by the Consultant for delay in completion of the complete services shall not exceed 5% of the total Contract Price. The client may, without prejudice to any method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Consultant. However, the payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.</p>			
10.1	<p>The contact department for commencement and successful performance of services under the contract is:</p> <p>Chief Engineer (HEPR), CEA, 712 (N), Sewa Bhawan, R.K. Puram, New Delhi-110066</p>			

APPENDICES

Appendix A

Description of the Services

Basin-Wise review of Hydro-electric potential in the country and preparation of Basin Reports

SCOPE OF SERVICES:

The scope of the services shall broadly include but not limited to the following:

- Collection of data relating to the following for the entire area of the country as under:
 - Toposheets 1:50,000 & 1:25,000 scale, Satellite data including Digital Elevation Data, India-WRIS platform to be used.
 - The review of HE potential is to be made as per the river basins defined in INDIA-WRIS, in addition to the basin classification followed by CEA in its earlier Review.
 - Observed inflow, rainfall and glacial lakes data on all the river systems from various sources viz. CWC, State Authorities, PSUs etc.
 - Wild life Sanctuaries.
 - Environmentally sensitive and ecological fragile areas.
 - Regional Geology and Geomorphology, Tectonic framework, Seismicity.
 - Mineral deposits.
 - Data relating to project layout and parameters in respect of the existing and ongoing schemes concurred/ Appraised by CEA/ accorded TEC by State Governments, Schemes for which DPR has been prepared from CPSUs, SPSUs, IPPs and other agencies.
 - Data relating to project layout and parameters in respect of the new / proposed schemes as well as schemes under Survey & Investigation from CPSUs, SPSUs, IPPs and other agencies.
- To conduct Reconnaissance Surveys and field visits.
- Preparation of Basin Maps and Longitudinal Profiles of various rivers and their tributaries.
- Analysis of the available Hydrological and Sediment data and derivation of the Water Availability at various points of the rivers.
- Sediment Management Plan for the Basin/ Sub-Basin.
- Review of Hydroelectric Potential for all the river systems taking into consideration the utilization of waters for other multipurpose uses like irrigation, water supply, environmental releases, flood moderation, navigation, etc. as also the water utilization under various Agreements/Tribunal Awards, constraints on development under International Agreements.
- Acquisition/ Development/ use of suitable Model for carrying out power potential studies for specific sites
- Review of potential of the schemes with and without environmental releases.
- Study regarding affected stretch of the River and back to back projects.
- Review of Submergence & Resettlement and Rehabilitation (R&R) utilizing satellite derived land use as well as land cover maps.

- Study of alternative layouts of various schemes for development of power potential of the given reach, determination of parameters and layout of the schemes and Review of power potential.
- Preparation of basin wise maps with schemes layout of various projects drawn.
- Review of Environmental and Social Impacts of hydro-electric power developments in the river basin.
- Marking of the Existing and the Ongoing Schemes and the schemes concurred/ appraised by CEA/ accorded TEC by State Government and also the schemes for which DPR has been prepared or which are under survey & investigation and identification of new schemes based on information from CPSUs, SPSUs, IPPs and other agencies on the maps using GIS Platform.
- All the databases should be created on GIS Platform in conformity with India-WRIS Platform.
- Preparation of 10 sets of Basin Reports (Hard copies and digital).

All studies and services required/ necessary to complete the review shall be deemed as included in the 'Scope of Work', even if it is not specifically mentioned as part of the 'Scope of Work'.

Appendix B

Reporting Requirements

Monthly Progress Reports

The Consulting Agencies will submit the Monthly and Quarterly progress report of the activities to be carried out by them as per the award.

Quarterly Review:

Quarterly review of work would be carried out by Monitoring Committee which would include visit to the site, if needed, for onsite assessment of the work and methodology followed by the agency in collection and synthesis of data. Progress of work would also be monitored on Quarterly basis at the level of Additional Secretary, MoP.

Acceptance of report by CEA.

The reports submitted by the Consulting Agencies will be examined in CEA. In case the same is found in order the acceptance will be conveyed within a period of 2 weeks. However, in case of shortcomings the same will be conveyed within 2 weeks and acceptance will be subject to incorporation of improvements suggested by the CEA.

Appendix C

Services and Facilities Provided by the Client

As per reference paragraph 1.4 of Data Sheet (Section-2 Instruction to Consultants)

Appendix D
Form of Bank Guarantee for Advance Payment
(To be on non-judicial Stamp Papers)

Bank Guarantee No.:

Date:

To

(Client's Name & Address)

Dear Sirs,

In consideration of the (Client's Name) (Hereinafter referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... (Consultant's Name)..... with its Registered/ Head Office at(hereinafter referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Notification of Award No..... Dated..... and the same having been unequivocally accepted by the Consultant, resulting into a Contract dated..... valued at (Contract Price) for (Name of Contract)..... (hereinafter called the 'Contract') and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Consultant.

We (Name & Address of the Bank) having its head office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any and all monies payable by the Consultant to the extent of(advance amount)..... As aforesaid at any time up to(@) without any demur, reservation, contest, recourse or protest and /or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant. The Client shall have the fullest liberty, without effecting 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 Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant or any other course or remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client and of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client 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 Consultant and notwithstanding any security or other guarantee the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to (Advance amount) and it shall remain in force up to and including..... @ and shall be extended from time to time for such period as may be desired by M/s.....(Consultant's Name)..... on whose behalf this guarantee has been given.

Dated this Day of 20..... at.....

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney

No..... Dated

Notes:

1. ----- (@) ----- This date will be sixty (60) days beyond the date of completion.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

Appendix E

Form of Bank Guarantee for Bid Security

(To be on non-judicial Stamp Papers)

Whereas, (Name of Consultant) _____ (hereinafter called "the Consultant") has submitted his proposal dated _____ for (Name of Contract) _____ (hereinafter called "the Proposal"). KNOW ALL MEN BY these presents that we (Name of Bank) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto CEA in the sum of Rupees _____ for which payment well and truly to be made to the CEA, the Bank binds himself, his successors and assigns by these presents.

The conditions of this obligation are:

- (1) If the Consultant withdraws his Proposal during the validity period of proposal specified in the RFP document; or
- (2) If the Consultant having been notified of the acceptance of his Proposal by the _____ during the validity period:
 - (a) fails or refuses to execute the Contract in accordance with the Instructions to Consultants; or
 - (b) fails or refuses to furnish

The Performance Security, in accordance with the Instructions to Consultants.

We undertake to pay to the CEA up to the above amount upon receipt of its first written demand without the CEA having to substantiate its demand, provided that in its demand the CEA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including..... @ or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

Note:

1. ----- (@) ----- This date will be 90 (ninety) days beyond the validity of the proposal reckoned from the date of opening of the proposal.

Appendix F

Form of Bank Guarantee for Performance Security (To be on non-judicial Stamp Papers)

Bank Guarantee No.:

Date:

To

(Client's Name & Address)

Dear Sirs,

In consideration of the(Client's Name).....(hereinafter referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.....(Consultant's Name)..... with its Registered/ Head Office at(hereinafter referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Client's Notification of Award No..... Dated and the same having been unequivocally accepted by the Consultant, resulting into a Contract dated-----valued at----- (Contract Price) for----- (Name of Contract) ----- (hereinafter referred to as the 'Contract') and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (*)..... to the Client.

We..... (Name & Address of the Bank)..... having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client, on demand any and all monies payable by the Consultant to the extent of(*)..... as aforesaid at any time up to..... @..... (days/ months year) without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that the guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee.

The Client 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 the Consultant. The Client shall have the fullest liberty without effecting 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 Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Client and of its liberty with reference to the matters aforesaid or any

of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client 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 Consultant and notwithstanding any security or other guarantee the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to..... (*) and it shall remain in force up to@ and shall be extended from time to time for such period as may be desired by M/s(Consultant's Name)..... on whose behalf this guarantee has been given.

Dated this day of 20..... at

WITNESS

..... (Signature).....
(Signature)

..... (Name).....
(Name)

.....
(Official Address) (Designation with Bank Stamp)

Attorney as per Power

Of Attorney No.....

Dated

Notes:

1. (*) This sum shall be 10% of the contract amount.
2. (@) This date will be 30 months from the date of signing the contract.

Appendix G
Undertaking regarding blacklisting

[Location, Date]

To [Name and Address of Client]

Dear Sirs:

It is hereby certified that, we{insert name of consultant/ Firm} as an individual or as a partner in JV are not black listed by Govt. of India and any of their subsidiaries undertakings for participating in consulting services as on date. The Consultant/Firm will immediately inform to Client in case of any change in the situation any time hereinafter.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]: _____

Name & Title of Signatory: _____

Name of Firm: _____

Address: _____

Seal of the Firm: _____