

RURAL ELECTRIFICATION CORPORATION LIMITED

(A Government of India Enterprise)

Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

No.RR / III / (129) / 97

Date: 25.08.09

Dear Sir,

Sub: **Bid Inquiry For Study Of Manpower Requirements / Assessment Of Organizational Structure & Development of a robust & transparent Performance Management System.**

Rural Electrification Corporation incorporated in July 1969 is a Nav Ratna Public Sector Undertaking under the administrative control of the Ministry of Power. Over the years, Rural Electrification Corporation (REC) has grown to become a strong enterprise committed to provide reliable and affordable power to villages. It is however felt that the organization needs to relook at the way it is organized and whether the Organization Structure is aligned to its strategy and geared to meet the emerging challenges and business needs of the corporation so as to reduce delivery time and increase efficiency and quality of output.

With the changing times, which poses tough and competitive business environment and requires organizations to put in extra efforts to succeed and perform, the issue of variable compensation has assumed greater significance.

The revision of pay scales w.e.f 01.01.2007 envisages employee compensation in two parts i.e. fixed pay and variable pay in the form of performance related payment. This has given rise to the need to develop a robust and transparent Performance Management System (PMS) that is able to effectively measure employee performance in an objective and transparent manner. It should also be able to differentiate between distinct levels of employee performance as well enable identification and bridging of gaps in employee performance and competencies.

Please find attached the bid documents for the subject services comprising the following sections:

- | | | | |
|----|--|---|--------------------|
| 1. | Terms and conditions and Scope of services | - | Section I |
| 2. | Qualification and Evaluation Criteria | - | Section II |
| 3. | Terms of Reference & Deliverables | - | Section III |
| 4. | Formats | - | Section IV |

The Sealed Quotations should be submitted to:

Manager (HR)-II,
REC Ltd.,
3rd Floor, "PALIKA BHAWAN",
R.K.Puram,
New Delhi-110066.

The last date for submission of the bids is 23.09.2009 upto 11 A.M.

The Technical Bids of the agencies, who have submitted the same with Bid security, will be opened on 23.09.2009 at 12 Noon.

Only in respect of those who qualify the requirement under Technical Bids, Financial Bids shall be opened later which will be informed to bidders subsequently.

The information regarding the tender and tender documents is available on our Corporate Website at www.recindia.nic.in.

Thanking you,

Yours sincerely,

Sd/-

(Rajesh Raj)
Manager (HR)

Section –I

TERMS AND CONDITIONS & SCOPE OF SERVICES

(To be signed on all pages by authorized signatory and be kept in the envelope with Technical Bid (Section –II))

1.0 DEFINITION OF TERMS

- 1.1 REC shall mean “RURAL ELECTRIFICATION CORPORATION LIMITED” having its registered office at Core-4, SCOPE Complex,7, Lodi Road, New Delhi-110003.
- 1.2 Agency/Consultant means the bidder whose bid will be accepted by REC and shall include such successful bidder, its legal representatives, successors and permitted assigns.
- 1.3 Bidder shall mean any applicant who is submitting the tender in reference to these documents.

2.0 RECEIPT AND OPENING OF BIDS

- 2.1 Bids duly filled in, will be received up to and opened on the date and time indicated in the letter inviting bids. The bids will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of bids.
- 2.2 If due date of receipt of bids and/or that of opening of tender happens to be a closed day(s), the bids would be received and opened on the next working day but the time of receipt and of opening will remain the same.
- 2.3 REC reserves the right to postpone and /or extend the date of receipt/opening of bids or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Corporation.

3.0 PREPARATION OF BID

- 3.1 The Bidders are required to submit the complete bid documents only after satisfying each and every condition laid down in the bid documents.
- 3.2 All rates shall be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures the rate indicated in words shall prevail. All overwriting / cutting, insertions shall be authenticated and attested.

4.0 TWO PART BIDDING

- 4.1 The Proposals shall be prepared in two parts viz. Technical Bid and Financial Bid and shall be submitted in the following manner, in separate sealed envelopes in two copies, one marked as ORIGINAL and other copy marked as DUPLICATE with both copies duly signed and stamped on each page. The envelopes should be duly super scribed as follows:

i. Technical Bid (Un-priced Part): **Part - A**

ii. Financial Bid : **Part - B**

5.0 TECHNICAL BID

- 5.1 The Technical Bid should be submitted, preferably, in a bound form and all pages continuously and serially numbered as one document and shall comprise the following:
- i. The complete Qualifying Data as required in **Section-II** 'Qualifying Requirements'.
 - ii. Bid Proposal Forms as per the prescribed Performa.
 - iii. Bid Security as required in the prescribed form.
 - iv. Copy of audited/ provisional Balance Sheet and Profit & Loss Statement for the last 3 years.
 - v. Any other technical details/data sheets/brochures/literature, etc. required to be submitted by the Bidder as contained in the Section II of the RFP document.

6.0 FINANCIAL BID

- 6.1 This part shall contain only Price Bid . It is to be noted that the sealed envelope containing this part shall contain only price and no conditions whatsoever. Any conditions given in this part shall not be considered and if insisted upon by the bidder shall render the Bid liable for rejection.
- 6.2 The Bidder shall quote in the appropriate Form lump-sum price for the entire scope of work covered under the RFP document.

7.0 SUBMISSION OF BIDS

- 7.1 The Bidder shall prepare and submit one Original and one Copy of the bid, clearly marking each "Original Bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them, the Original shall govern.
- 7.2 The Original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The Letter of Authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 7.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 7.4 The proposals are to be submitted in two parts consisting of **Part A: "Technical Bid"** and **Part B: "Financial Bid"** in separate envelopes, in one Original and one identical Copy as detailed herein below.
- 7.5 **Technical Bid (Part-A)**
- 7.5.1 The Technical Bid (Part-A) shall be submitted in two separate sealed envelopes (1 & 2), with assignment details and bid closing date duly superscribed on the top and marked "Certificate of Acceptance of Important Conditions and Bid Security" and "Technical Bid" respectively, and containing the following:

Envelope 1:

- Certificate of Acceptance of Important Conditions as per specified format.
- Bid Security in the prescribed form.

Envelope 2:

The "Technical Proposal" shall be submitted along with Covering Letter (in the specified format as per **ANNEXURE-A**) in a sealed envelope and shall contain the following:

- i. The complete Qualifying Data as required in Section-II relating to Qualifying Requirements.
- ii. Duly filled in Bid Proposal Forms in the prescribed formats.
- iii. Copy of audited Balance Sheet and Profit & Loss Statement for last 3 years.
- iv. Any other technical details/data sheets/brochures/literature, etc. required to be submitted by the Bidder as contained in the Technical Specifications Section of the RFP document.

- 7.5.2 The above said Envelope Nos. 1 & 2 should be placed in another envelope, which should also be duly sealed and superscribed as **"Technical Bid (Part-A)"** with Bidder's Name, Name of the Assignment and Bid Opening Date.

Note: Technical Proposal shall not contain any Price.

7.6 Financial Bid (Part-B)

- 7.6.1 The "Financial Bid" (**ANNEXURE-B**) shall be submitted in a sealed envelope with assignment details and bid closing date duly superscribed on the top and marked **"Financial Bid (Part-B)"**.

- 7.7 The above said Envelopes containing Technical bid (Part-A) & Financial Bid(Part-B) should be placed in another envelope which should also be duly sealed, superscribed with Bidder's name, name of the assignment and bid opening date.

- 7.8 The above envelope should be marked as "To be opened by addressee only" and addressed to:

Manager (HR)-II,
REC Ltd.,
3rd Floor, "PALIKA BHAWAN",
R.K.Puram,
New Delhi-110066.

The prospective Bidders may arrange to deliver the sealed envelope at above mentioned address before the bid closing date and time in the Tender Box, which is placed at the **Reception of REC office at 2nd Floor, Palika Bhawan, R.K.Puram, New Delhi-110066**. The Bidders may also send proposal by registered post so as to reach above address before bid closing date and time and the same shall also be put into the tender box.

- 7.9 Proposals received late, after the due date and time for submission thereof will not be considered. The Owner shall not be responsible for non-delivery/late delivery of proposals sent by post.

8.0 SIGNATURE OF PROPOSALS

- 8.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

- 8.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 8.3 Proposals by Company must be signed by the Chairman/Managing Director, or by the Company Secretary or other person or persons authorized to bid on behalf of such Company in the matter
- 8.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 8.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

9. SEALING AND MARKING OF BIDS

- 9.1 The Bidders shall seal the Original and Copy of the bid in an inner and an outer envelope, duly marking the envelopes as "Original" and "Copy". The inner and outer envelopes, bearing the name of assignment, the reference number, and the words **"DO NOT OPEN BEFORE 23.09.2009"**, shall be addressed to the Owner at the following address:

Manager (HR)-II,
REC Ltd.,
3rd Floor, "PALIKA BHAWAN",
R.K.Puram,
New Delhi-110066.

- 9.2 The inner envelope should indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
- 9.3 If the outer envelope is not sealed and marked as per above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

10.0 PRICE BASIS AND PAYMENTS

- 10.1 The Bidders shall quote in their proposals all-inclusive lump sum (including travel and other out of pocket expenses, etc.) for the entire scope of work covered under the RFP document, as required in the Bid Proposal Forms on a FIRM price basis (with no escalation provision for whatever reason), valid till the complete execution of the assignment.
- 10.2 The price is required to be quoted in Indian Rupees only.
- 10.3 The bidders should account for (and indicate the break up) not only the cost of efforts required but also the estimated number of visits and their costs including fares from the consultants office that may be required for carrying out the mentioned Scope of Work at New Delhi/ other places as indicated **at Sl.no.1.3** in the terms of reference. The indicated cost break up shall be only for information and would not be binding on either the bidder or Owner. This would include visits to New Delhi/other places (as indicated in the terms of reference) as well as efforts on collection of data/inputs from relevant agencies/departments/attending meeting in REC/making presentations at REC Corporate Office in New Delhi or any other place in India as may be required for the work for satisfactory completion of the assignment.
- 10.4 REC shall not be required to pay and/or reimburse anything over and above the price quoted.

- 10.5 Office accommodation, transport and daily movement of consultants, telephone, computer and other facilities shall be arranged by the consultant at his/their own cost.
- 10.6 The above prices shall be exclusive of service tax and education cess only which will be reimbursed at actuals.
- 10.7 REC reserves the right to ask the bidder to justify and establish price/rate reasonableness.
- 10.8 In the event of an award of contract, income tax will be deducted by REC at source as per law and Tax Deduction at Source Certificate shall be issued to the Consultant by REC.
- 10.9 Offer with conditional rebate shall be rejected.

11.0 BID SECURITY

- 11.1 The Bidder shall furnish, as part of its bid, Bid Security or Bid Guarantee for an amount of Rs 50,000(Rupees Fifty Thousand only). The Bid Security shall initially be valid for a period upto two months beyond original bid validity period i.e. upto Six (6) months from the date of opening of Technical bids.
- 11.2 The Bid Security is required to protect REC against the risk of Bidder's conduct which would warrant the guarantee forfeiture, pursuant to the following:
- 11.3 The Bid Security may be forfeited:
 - 11.3.1 If a Bidder withdraws its bid during the period of bid validity.
 - 11.3.2 In case of mis-representation or wrongful declaration/ presentation of qualifying data and other facts; or
 - 11.3.3 In case of a successful Bidder, if the Bidder fails:
 - i. to sign the Contract; or
 - ii.to furnish the Performance Guarantee.
- 11.4 The Bid Security shall be made payable to REC without any condition whatsoever.
- 11.5 The Bid Security shall be submitted along with the bid in a separate sealed envelope in one Original and one Copy. Any bid not accompanied by the required Bid Security in accordance with provisions of these clauses will be rejected by the Owner as non-responsive and shall not be opened.
- 11.6 The Bid Security shall be denominated in Indian Rupees only and shall be in the form of a crossed Bank Draft or a Bankers Cheque in favor of Rural Electrification Corporation Limited, New Delhi, payable at New Delhi from a scheduled Indian Bank or in the form of a Bank guarantee, format of which is enclosed as **ANNEXURE-C.**
- 11.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned as promptly as possible, but not later than 60 days after the expiration of the period of bid validity prescribed by REC.
- 11.8 The successful Bidder's Bid Security will be discharged upon the Bidder's executing the Contract, and furnishing the Performance Guarantee, pursuant to the relevant clauses of RFP.
- 11.9 No interest shall be payable by REC on the above Bid Security.

12.0 PERIOD OF VALIDITY OF BIDS

- 12.1 Proposals shall remain valid for a period of FOUR (4) months from the date of opening of Technical Bids. A bid valid for a shorter period will be considered by REC as non-responsive.
- 12.2 In exceptional circumstances the Owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The Bid Security provided under above clause shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder granting the request will not be required or permitted to modify the bid.

13.0 TAX DEDUCTION AT SOURCE

- 13.1 Income Tax and any other taxes e.g. Sales Tax, Service Tax, Tax on works contract etc. as may be applicable from time to time during the currency of contract shall be deducted at source from the running bill(s).

14.0 DEVIATION

- 14.1 The agency/consultant must comply with the Tender specification and all terms and conditions of contract. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the agency/consultant in the bid and accepted by REC.

15.0 AWARD OF CONTRACT

- 15.1 REC shall not be bound to accept the lowest or any bid and reserves to itself the right to accept or reject any bid or to accept whole or a portion of bid, as it may be deemed fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of REC.
- 15.2 REC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined in line with the evaluation criteria specified, as the most technically and commercially responsive bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.
- 15.3 Price bid of all the technically suitable bidders shall be compared among themselves and, as a result of this comparison; bid with lowest bid price will be selected for the award of the contract.

16.0 NOTIFICATION OF AWARD

- 16.1 Prior to the expiration of period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted.
- 16.2 The notification of award will form a part of the Contract.
- 16.3 Upon the successful Bidder's furnishing of the Contract Performance Guarantee pursuant to relevant clauses, the Owner will promptly notify each unsuccessful Bidder and will discharge its Bid Security.

17.0 AWARD AND SIGNING OF CONTRACT

- 17.1. The detailed Letter of Award shall be issued in duplicate to the successful bidder.
- 17.2. The successful Bidder shall sign and mention date on the duplicate copy and return it to the Owner, within two (2) days of its issuance, as a token of acceptance of the same. The Bidder will prepare the Contract Agreement as per the prescribed Proforma in the RFP documents (ANNEXURE-D), and the same will be signed within four (4) days of the issuance of the detailed Letter of Award.

18.0 CONTRACT PERFORMANCE GUARANTEE

- 18.1. As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee from a Scheduled Indian Bank, in favor of REC in the prescribed Proforma enclosed at Annexure-E within three (3) days of the issuance of the detailed Letter of Award. The guarantee amount shall be equal to ten percent (10%) of the Total Lump-sum Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The validity period of the guarantee should be up to 90 days after the completion of the assignment.
- 18.2. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.
- 18.3. The Contract Performance Guarantee will be returned to the Consultant without any interest at the end of the Warranty Period.

19.0 TERMS OF PAYMENT

- 19.1. No advance payment shall be made for the assignment.
- 19.2. All payments would be claimed by the Consultant from REC as per the Payment Terms on being due, and would be accepted for payment by competent authority in REC, based on the satisfactory progress and quality of the work in his sole discretion.
- 19.3. The payment to the consultant under the contract will be made by REC in line with the relevant provisions of the contract agreement and as per the guidelines and conditions specified here under. All payments made during the contract will be on account payment only.

The payments would be released as per the following terms after achieving the milestones indicated therein:

- 19.3.1 After acceptance of the Contract Performance Guarantee (CPG) by REC and submission of the Inception Report regarding the methodology and procedure to be followed for the study by the consultant to the satisfaction of REC: 10% of contract value
- 19.3.2. After submission of Interim Report which shall be given by the consultant after visit to Corporate office at New Delhi and all Zonal Offices ,CIRE etc. to the satisfaction of REC: 25% of contract value.
- 19.3.3. After submission of draft Final Report by the consultant to the satisfaction of REC: 15% of contract value

- 19.3.4. After submission of Final Report by Consultant and deliberation thereafter to the satisfaction of REC: 20% of contract value
- 19.3.5. After acceptance of Final Report by REC: 15% of contract value
- 19.3.6 At the end of one year from the award of contract on smooth transition into the new system and its effective implementation through suitable hand holding measures by the Consultant: 7.5% of contract value.
- 19.3.7 At the end of two years from the award of contract on smooth transition into the new system and its effective implementation through suitable hand holding measures by the Consultant: 7.5% of contract value.
- 20.0 DURATION/ PERIOD OF CONTRACT**
- 20.1 The contract will be for the period as indicated in the terms of reference.
- 21.0 TERMINATION OF CONTRACT**
- 21.1 The contract is terminable by REC by giving 15 days notice in writing in case of unsatisfactory performance of the successful bidder.
- 22.0 ARBITRATION**
- 22.1.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof shall be settled by the parties mutually. In case parties are unable to settle mutually, the same shall be referred to the sole arbitrator as provided hereunder:-
- 22.1.2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
- 22.1.3. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 22.1.4. Sole Arbitrator shall be appointed by Chairman & Managing Director of REC.
- 22.1.5. There will be no objection that the Arbitrator appointed holds equity shares of REC or is a retired employee of REC.
- 22.1.6. If the sole Arbitrator so appointed dies, resigns, becomes incapable or withdraws for any reason from the proceedings, it shall be lawful for REC to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same , otherwise, he shall proceed de novo.
- 22.1.7. Neither party shall be entitled for any pre-reference or pendent-lite interest on its claims.
- 22.1.8. The sole arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- 22.1.9. The parties to the arbitration will bear the fees and expenses of the Arbitration in equal proportion.

22.1.10. The venue of arbitration will be New Delhi.

22.1.11. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.

23.0 JURISDICTION OF COURTS ETC.

23.1 The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

24.0 SPECIAL TERMS AND CONDITIONS

24.1 The bid form should be clearly filled in by ink pen legibly or typed. The bidder should quote the rates and amount in figures and as well as in words.

24.2 Alterations unless legibly attested by the bidder, shall disqualify the bid. The bid form should be signed by bidder himself.

24.3 Every paper of the bid should be signed by the bidder with seal of the firm.

24.4 The agency/consultant should take care that the rate and amount should be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the quotation liable for rejection.

24.5 REC will deduct income tax at source as applicable under Income Tax Act 1961.

24.6 In the event of any breach/ violation or contravention of any terms and conditions contained herein by the bidder, the said security deposit shall be forfeited by REC.

24.7 Agency /Consultant submitting a bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the bid.

24.8 Any act on the part of the bidder to influence any body in REC is liable to rejection of his bid.

24.9 The agency/Consultant shall provide a non-judicial stamp paper of appropriate value for preparing the agreement upon award of work.

24.10 The agency shall comply with all the legal requirements as may be applicable.

24.11 Bids must be unconditional.

24.12 The bid not confirming to these requirements will be rejected and no correspondence hereof shall be entertained whatsoever.

25.0 TIME SCHEDULE

Time is the essence of the contract. The entire work under the Assignment is scheduled to be completed in all respects within two years (02) years from the date of award of the contract as per time schedule detailed in Section –III of the bid document.

26.0 REPORTING REQUIREMENTS AND PROGRESS MEETINGS

- 26.1 At each stage, as desired by REC, the consultant shall be required for interaction and attend review meetings/make presentations to REC at the time and place intimated by REC.
- 26.2 The Consultant shall work in close co-ordination with REC for satisfactory completion of the assignment.
- 26.3 Ten (10) sets of each of the deliverables, will be submitted to REC
- 26.4 All meetings and presentations will be held at places to be notified by REC.
- 26.5 All the data/inputs forming part of the final report must indicate the sources.
- 26.6 REC shall be the owner of all these deliverables/inputs.

SECTION II

1.0 QUALIFICATION CRITERIA

The Bidders are required to meet the following Qualification Criteria and also furnish adequate forms, statements and documentary evidence/certificates in proof of the following criteria:

- a) The Bidder should be a registered legal entity.
- b) The bidder should be a firm or a company having average annual turnover of at least Rupees 09 lacs during the last three financial years ending 31st March 2009. Relevant copies of the Annual Accounts will need to be furnished as evidence.
- c) The Bidder should have experience of successfully completing similar assignments during last seven years ending last day of the month previous to the one in which applications are invited and should be one of the following:

- i) Three similar completed assignments costing not less than amount equal to Rs 12 lacs each.

OR

- ii) Two similar completed assignments costing not less than amount equal to Rs 15 lacs each

OR

- iii) One similar completed assignments costing not less than amount equal to Rs.25 lacs

(Similar assignment would cover Manpower audit and manpower study which may include detailed analysis and competency mapping of various roles/jobs across hierarchies and defining the purpose of the job, job duties, and responsibilities along with determination of Key Performance Areas/KPIs as well as development and devising of a robust Performance management system .)

The bidder should have completed a minimum of one assignment of at least Rs.12 lacs with similar scope of work during the last seven (7) years in a Public Sector organization/Govt. organization / autonomous bodies / State or Central undertaking out of the above mentioned options at i) and ii).

- d) The bidder should have minimum of five (5) full time consultants working in the firm.
- e) The task team proposed for REC assignment shall consist of minimum two (2) identified members each having post qualification experience of at least seven (07) years or more in the area of HR consultancy excluding a Team Leader with not less than twelve (12) years of post qualification experience in HR Consultancy.
- f) Further members of the task team proposed for REC assignment to have experience of Manpower audit and manpower study which may include detailed analysis and competency mapping of various roles/jobs across hierarchies and defining the purpose of the job, job duties, and responsibilities along with determination of Key Performance Areas/KPIs as well as development and devising of a robust Performance management system.
- g) Bidder must be having a registered Office with legal presence in India.

- h) No consortium/sub contracting shall be allowed to/ with other firms.
 - i) The Bidder has to submit relevant documents to support the credentials, experience, turnover including copy of the order from the client, work completion certificate etc. at the first instance along with the proposal. REC reserves the right to request the Bidder to produce documents to validate/verify the information provided in response to RFP during the bidding process.
2. Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. A Bidder shall be disqualified if the Client determines at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in proof of the qualification requirements. The bidders shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.
 3. The Financial bids of only technically suitable bidders will be opened considering lump -sum price quoted for the entire scope of work covered under the RFP.
 4. Bid prices of all the technically suitable bidders shall be compared among themselves and, as a result of this comparison; bid with lowest bid price will be selected for the award of the contract.
 5. The consultant shall make available the services of the identified personnel of the task team as may be required for successful execution of the assignment and or as may be required by REC on specified dates, venues and time throughout the currency of the assignment.
 6. Any change in the consultancy team shall be made only with the prior approval of REC or as may be requested by REC.
 7. Name and contact information of all the team members and the Team Leader for the assignment should be provided.

8.0 The Technical Bid should contain the following:

- 8.1 Documentary proof of the firm/company being a legal entity.
- 8.2 Details of average annual turnover of last three years as per the qualification criteria duly certified by the statutory auditor of the firm in the prescribed **(Annexure-F)** along with copies of annual accounts of last three years.
- 8.3 Details of experience of the bidder, as required in the qualification criteria at SI no. 1 c), including documentary proof for the same **(Annexure-G)**. Assignments allotted to and executed by the bidding firm only will be considered. The assignments of collaborating firm or which are subcontracted will not be considered.
- 8.4 Details for meeting qualification criteria 1 (d) as per **(Annexure-H)**.
- 8.5 Details for meeting qualification criteria 1 (e) as per **(Annexure-I)**.
- 8.6 Details for meeting qualification criteria 1 (f) as per **(Annexure-J)**.
- 8.7 Documentary evidence in support of qualification criteria at 1 (g).

9. The consultant shall make available the services of the identified personnel of the task team as may be required for successful execution of the assignment and or as may be required by REC on specified dates, venues and time throughout the currency of the assignment.
10. The bidder shall disclose that there is no conflict of interest and that during the currency of the assignment, they will not undertake any work /job which may affect the interest of Owner.
11. Any change in the consultancy team shall be made only with the prior approval of REC or as may be requested by REC.
12. Name and contact information of all the team members and the Team Leader for the assignment should be provided.

SECTION-III

1.0 TERMS OF REFERENCE

1.1 STUDY OF MANPOWER REQUIREMENTS / ASSESSMENT OF ORGANIZATIONAL STRUCTURE

1.1.1 STUDY & DESIGNING OF ORGANIZATION STRUCTURE

Over the years REC has transformed into a large organization with huge client base running across the entire Indian Power Sector having committed funds of the order of Rs.1, 80,000 crores and disbursements made Rs.92, 400 crores as on 31.03.09. In the context of phenomenal growth that REC has witnessed, its organizational structure, design, systems and processes need critical review and suitable development to support the organization deliver its huge responsibilities successfully as also to enable it meet the growing challenges in the emerging market scenario. It is also needed to relook at the way it is organized and whether the structure is aligned and strategically geared to meet the emerging challenges. Objective of this exercise, therefore, will be to help REC develop into a modern, forward looking organization with appropriate hierarchical and organizational structure process and system put in place that facilitate speedy discharge of responsibilities including reduction in duplication of efforts and allow decentralization of power at different levels of hierarchy with the ultimate objective of reducing performance delivery time at every level, raising efficiency, quality of output. The exercise will entail the following key activities.

- To carry out critical study and assessment of volume of business and organizational context, future growth, needs / trends and key strategic imperatives for next few years.
- To study and review the existing organization structure including hierarchical structure at Corporate Office, Zonal Offices and Project Offices level including key business processes and to suggest a vibrant and responsive organization structure geared to meet the challenges of growth adequately.
- Study the existing organizational structure of REC vis-à-vis emerging needs of the Organization at various locations and propose meaningful and effective structure and hierarchy including redefining of role and responsibility and hierarchy necessary to adequately answer the organizational needs both current and emerging. Also to consider comparable Public Sector Enterprises in the country to derive best practices that can be incorporated into the to be designed organization structure of REC.
- Develop and evaluate different Corporate and Regional structural options and finalize suitable structure aligned to the business requirements, objectives and needs of REC.
- Study and examine the system of inter-functional and inter-department relationship in the context of organizational design and to propose a system avoiding duplication of role.
- Detailing the final structure of the organization into an appropriate hierarchical order such as Corporate Office, Zonal Offices, and Project Offices as also Divisions, departments, sections, sub-sections and to freeze the structure in a meaningful way suitably defining the role and relationship of various departments and divisions in vertical and horizontal manner.

1.1.2. DEVELOPING JOB DESCRIPTIONS & PERFORMANCE MEASURES

REC is in the process of implementing an ERP system that will result in automation and computerization of the work processes. This will also result in role redundancies as well as possible reallocation of activities. Also, in line with the finalized Organization Structure above, the roles and responsibilities will be impacted. The key activities in this task will be to:

- Identify the roles as per the new Organization Structure.
- Develop Job Descriptions Templates for all roles in the organization defining the Primary roles and responsibilities for all unique positions.
- Developing Job Specifications and Key Result Areas (KRAs) along with the accompanying Key Performance Indicators (KPIs) as part of the Job description of various positions.
- While carrying out the above exercise, care need to be taken to ensure that it is consistent with ERP and automation proposal currently underway and adequately deal with the issues of redundancy etc., if any.

1.1.3. DEVELOPING MANNING NORMS

The aim of the study will be to study the manpower numbers/ pattern in the organization across different departments/ divisions/ locations/ work units. The study should result in recommendations on optimal staffing norms for the organization. The key activities in this task will be:

- Study of key work processes and workload at various levels/ roles in light of the automation as well as Organization Restructuring proposed above.
- Review the current manpower pattern and its adequacy both from qualitative and quantitative perspective.
- Develop manning norms for the entire organization department wise /section wise / location wise and various positions / levels in the context of rapid changes / automation and emerging business requirements and rationally estimated workloads.
- In the event of surpluses / shortages at any level / category; to propose a suitable action plan and road map to deal with the situation.

1.1.4. DESIGN OF HEIRARCHY / GRADE STRUCTURE

In order to align with the organizational need for faster decision-making and greater efficiency in operation along with meeting the employee aspirations for growth, it is required to review the existing hierarchy Grade Structure in the organization. The implementation of ERP and the restructuring of the organization are also expected to result in alterations in the delegation of authority across organizational hierarchy. The key activities in this task will be:

- Study the existing Grade Structure at REC and understand the views on the current structure from different stakeholders.

- Design a suitable Grade Structure including clusterisation that facilitates faster decision making and Designations that are able to meet the needs of organization as well as individuals.
- To study the current system of hierarchy and propose a suitable and effective one avoiding role overlaps making it effective and capable of facilitating faster decision making.

1.1.5 Evaluation of the contribution per employee to the growth and profitability of the Corporation and suggest ways and means of improving the same and reducing the nonproductive manpower.

1.2 DEVELOPMENT OF A TRANSPARENT & ROBUST PERFORMANCE MANAGEMENT SYSTEM

The purpose of the study will be to design a Performance Management System (PMS) that is able to effectively measure employee performance in an objective and transparent manner. It should be able to differentiate between distinct levels of employee performance as well as enable identification and bridging of gaps in employee performance and competencies. The task will involve the following activities:

- Understanding existing performance management system and its linkages with other processes.
- To revisit the current variable compensation payment scheme prevailing in the organization and to suggest suitable and robust system linking it with the performance level as also ensuring its compatibility with the recommendations of the 2nd Pay Revision Committee.
- Articulating the performance philosophy of REC in light of the recommendations of Pay Committee towards performance related pay.
- Development of PMS, design options in line with REC's requirements and providing a proper system of KPA/KRA determination at the beginning of year, provision for mid year review and correction and year end final assessment, involving both appraisee and appraiser to facilitate smooth implementation.
- To consider and incorporate best PSU/Industry practices into the system to the extent feasible.
- Design of the final PMS with accompanying forms and formats, process flows and user manual to enable easy implementation.
- It will also enable the organization determine the level of variable compensation linked to performance following the philosophy of sharing the gains on increased productivity in the form of variable compensation.
- To develop the system thereby linking the qualifying level of performance and developing suitable linkages with variable compensation structure.
- To help the organization implement the same and support with suitable hand holding measures during the first 1 – 2 years of its implementation.

1.3 For the purpose of study and collection of data/inputs etc to aid in successful completion of the entire assignment the agency/firm will be required to visit our Corporate Office at New Delhi and Six Zonal Offices at Mumbai, Lucknow, Kolkata, Jabalpur, Hyderabad and Panchkula and Central Institute of Rural Electrification, Hyderabad.

2.0. DELIVERABLES

- 2.1. **Inception Report and Presentation** – This will be provided within three (3) weeks from the Date of award of contract. The consultant will describe the methodology being employed in conducting the assignment, identify any modifications to the proposed approach resulting from information gathered in the initial week, describe how counterpart staff are integrated into the activities being performed and identify any problems or issues related to obtaining data for the analysis.
- 2.2. **Interim Report and Presentation** – An interim report and presentation will be provided within twelve (12) weeks from date of award of contract or two weeks from the receipt of comments from REC on the inception report whichever is later.
- 2.3 **Draft Final Report and Presentation** – This is to be provided within eighteen (18) weeks from the date of award of contract or two weeks from the receipt of comments from REC on the interim report whichever is later. The draft report will provide the following:
- detailing of the finalized organizational structure.
 - Identification of roles as per the new organisational structure and Job Descriptions for all unique roles in the organization, defining the Primary roles and responsibilities for all unique positions.
 - Job Specifications and Key Result Areas (KRAs) along with the accompanying Key Performance Indicators (KPIs) for all the identified positions.
 - suitable Grade Structure and Designations
 - staffing norms for the entire organization, contribution per employee to the growth and profitability of the Corporation and suggestions regarding ways and means of improving the same and reducing the nonproductive manpower.
 - PMS design options in line with REC's requirements, with accompanying forms and fomats, process flows and user manual.
- 2.4. **Final Report** – Comments on the draft final report will be taken into account in preparing the final report. The final report is to be provided within twenty two (22) weeks from the date of award of contract or two weeks from receipt of comments from REC on the draft final report whichever is later.
- 2.5 To help the organization implement the newly introduced Performance Management System as above and provide support with suitable hand holding measures upto 2 years from the date of award of contract.
- 2.6. Any other deliverables, which are not specifically mentioned above but are found to be necessary during the assignment for successful completion of the assignment to the satisfaction of REC.

SECTION-IV

ANNEXURE-A

TECHNICAL BID **(Covering Letter format)**

From

To

Dear Sir,

Sub: **Bid for** _____ **Regarding**

1. With reference to your Request for Proposal no. ____ dated ____ on the above subject, we hereby submit our proposal for "Study of Manpower Requirements / Assessment of Organizational Structure & Development of a robust & transparent Performance Management System."

We have understood the instruction and terms and conditions mentioned in the RFP furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of services required.

2. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the RFP. We declare that the services will be rendered strictly in accordance with the stipulated requirements.
3. We confirm that we have submitted the Bid security for Rupees Fifty Thousand vide Bank Draft or a Bankers Cheque no.-----dated----- drawn on (name of the bank) in favour of Rural Electrification Corporation Ltd., New Delhi, payable at New Delhi / Bank Guarantee (as per format at **ANNEXURE-C**) in a separate sealed envelope.
4. We confirm that we have submitted the Certificate of acceptance of the important conditions (as per the specified format **ANNEXURE-K**) in a separate sealed envelope.
5. We hereby furnish our Technical Bid comprising:
 - i) Documentary proof of the firm/company being a registered legal entity as **ANNEXURE- 1**
 - ii) Details of average annual turnover of last three years as per the qualifying criteria duly certified by the statutory auditor of the firm (in the prescribed format at **ANNEXURE-F**) along with copies of annual accounts of last three years as **ANNEXURE-2**.
 - iii) Details of experience of the bidder, as required in the qualification criteria at SI no. 1.1 c), including documentary proof for the same (in the prescribed format at **ANNEXURE-G**) as **ANNEXURE -3** Assignments allotted to and executed by the bidding firm only will be considered. The assignments of collaborating firm or which are subcontracted will not be considered.
 - iv) Details for meeting qualification criteria 1.1 d) (in the prescribed format at **ANNEXURE-H**) as **ANNEXURE - 4**.
 - v) Details for meeting qualification criteria 1.1 e) (in the prescribed format at **ANNEXURE-I**) as **ANNEXURE - 5**.

- vi) Details for meeting qualification criteria 1.1 f) (in the prescribed format at **ANNEXURE-J**) as **ANNEXURE - 6**.
- vii) Documentary evidence in support of qualification criteria at 1.1 g) as **ANNEXURE-7**.

Our Financial Bid is being submitted in separate sealed envelope as per the requirement of the RFP.

We have indicated the Bid Prices in (**ANNEXURE-B**) of our Financial Bid.

Our Proposal shall remain valid for acceptance for a period of four (4) months from the date of opening of the 'Technical Bids' by REC.

If our proposal is accepted by you, we agree to complete the work covered under the scope within Time Schedule.

Date

Signature

Place

Name

Designation

Common Seal

Name and Address of Principal Officer:

FINANCIAL BID

From

To

Sir,

Sub: **Financial Bid for** -----
-----.

I/We _____ consultant/consultancy firm
herewith enclose Financial Bid for selection of my/our firm as consultant for assisting REC ---
-----.

The lump sum charges/ price inclusive of tours, travel, out of pocket,
accommodation and all related expenses for carrying out the entire scope of work is Rs.
_____ IN FIGURES (Rupees IN WORDS _____).

Service Tax and educational cess as applicable on the date(s) of payment(s) shall be
paid over and above the price by REC. Present rate of service tax & educational cess
is.....% and this amount works out to Rs..... on the above quoted prices.

The total quoted prices inclusive of service tax and educational cess is
Rs.....in figures (in words.....).

The offer is valid for a period of 130 days from the date of opening of Financial Bid.

Yours truly,

(Signature)

Full Name: _____

Address: _____

BANK GUARANTEE

Rural Electrification Corporation Limited
Core-4, SCOPE Complex,
7, Lodhi Road,
New Delhi

Dear Sir,

In consideration of **Rural Electrification Corporation Limited, Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi** (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender under specification No. _____ dated _____ M/S _____ having its registered office at _____ (hereinafter called the "Bidder") who wishes to participate in the said tender for _____ have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ (Rupees _____) valid upto _____ on behalf of the Bidder in lieu of cash deposit required to be made by the Bidder, as a condition precedent for participation in the said bid.

We, the _____ Bank, _____ Place, New Delhi a body corporate constituted under Banking Companies Acquisition and transfer of undertakings Act, 1970 having its Head Office _____, do hereby unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur reservation protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____). Any such claims/demands made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the bidder.

This guarantee shall be irrevocable and shall remain valid upto _____, if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from _____ on whose behalf of this guarantee is issued.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and our guarantee shall remain in force upto _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the owner in writing and agree that any changes in the constitution of the said bidder of the said bank shall not discharge our liability hereunder.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of 2009 at _____.

Witness

(with name and official address)

1.

2.

Signature

Name

(Designation with bank stamp)

Power of Attorney No.

CONTRACT FOR CONSULTANT'S SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made on the _____ day of the month of _____ 2009, between, on the one hand _____ (hereinafter called the "Owner") and, on the other hand, _____ (hereinafter called the "Consultant").

WHEREAS

- (A) The Owner intends to hire consultant to undertake for "Study of Manpower requirements / Assessment of Organizational Structure & Development of a Robust & Transparent Performance Management System"
- (B) The Owner has requested the Consultant to provide certain consultancy services as defined hereinafter (hereinafter called the "Services").
- (C) The Consultant, having represented to the Owner that they have required professional skills, personnel and technical resources as indicated in the bid proposal (Appendix A) agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS**1.1 Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Owner's country, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made in accordance with the provisions of Clause- 2.5 hereof between the Owner and the Consultant;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (d) "Personnel/Task team members" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof'.
- (e) "Party" means the Owner or the Consultant, as the case may be;
- (g) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the assignment, as described in technical specification of the RFP and Letter of Award (Appendix B) and also as mentioned in Appendix C.
- (h) "Starting Date" means the date referred to in Clause 2.2 hereof;
- (i) "Third Party" means any person or entity other than the Owner or the Consultant.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

For the Owner:
Attention: _____
Facsimile: _____
For the Consultant:
Attention: _____
Facsimile _____

- 1.6.2 Notice will be deemed to be effective as follows:

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

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

1.7 Location

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

1.8 Authority of Consultant

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

1.9 Authorized Representatives

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

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

1.10 Taxes and Duties

- I. All the applicable taxes and duties subject to the conditions of the RFP shall be reimbursed by the Owner as and when due against satisfactory documentary evidence/invoice, as applicable.
- II. REC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Consultant under the contract.
- III. As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, REC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Consultant shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Consultant is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of submission of Contract Performance Guarantee (the "Starting Date"), or on such date as the Parties may agree to in writing.

2.3 Expiration of Contract

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

2.4 Entire Agreement.

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

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

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of

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

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By the Owner

The Owner may by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of

any of the events specified in paragraphs (a) to (f) of this Clause 2.8.1, terminate this Contract:

- (a) If the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Consultant become insolvent or bankrupt or enter into an agreements with their creditors for relief of debt or take advance of any law for the benefit of debtors or go into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-9 hereof;
- (d) If the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant know to be false;
- (e) 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; or
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

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

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

2.8.3 Cessation of Services

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

2.8.4 Payment upon Termination

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

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

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.1.3 Conflict of Interest

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

3.2.1 Consultant Not to Benefit from Commissions Discounts etc.

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

3.2.2 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 their affiliates shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The consultant and their affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The consultant and their affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same project subsequently. In case of rating of the proposed project, for which this consultancy services are being provided, then the Consultant and their affiliates will not rate this project nor in any way be associated in rating of this project.

3.2.4 Confidentiality

The Consultant and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.3 Insurance to be taken out by the Consultant

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

3.4 Liability of the Consultant

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

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

3.5 Indemnification of the Owner by the Consultant

The Consultant shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant, or the Personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Consultant's Actions Requiring Owner's Prior Approval

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

3.7 Reporting Obligations

The Consultant shall submit to the Owner the reports and documents specified in technical specification of the RFP hereto, in the form, in the numbers and within the time periods set forth in the RFP, including any supporting data required by the Owner.

3.8 Documents prepared by the Consultant to be the Property of the Owner

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

4.0 CONSULTANT'S PERSONNEL/TASK TEAM MEMBERS

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultant's Personnel are described in the Appendix D.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in the RFP may be made by the Consultant by written notice to the Owner, provided:
 - (1) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (2) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause-6.0 of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
- (c) If additional work is required beyond the scope of the Services specified in the RFP the estimated periods of engagement of Personnel set forth in the RFP may be increased by agreement in writing between the Owner and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6 of this Contract.

4.3 Agreed Personnel

The Consultant hereby agrees to engage the personnel listed by title as well as by name as per the requirement of the RFP in order to fulfill his contractual obligations under this contract.

4.4 Removal and/or Replacement of Personnel

- (a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications, which shall be approved by the Owner.
- (b) **If the Owner:**
 - (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

- (2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

5.0 OBLIGATIONS OF THE OWNER

5.1 Payment

In consideration of the Services performed by the Consultant under this Contract the owner shall make to the Consultant such payments and in such manner as is provided by Clause 6.0 of this Contract.

6.0 PAYMENTS TO THE CONSULTANT

- 6.1 An all inclusive cost of services/contract value and ceiling contract value payable in Indian Rupees is set forth in Para 18 of the RFP Terms of Payment: Payment will be made by the owner to the consultant as follows:
- 6.2 No advance payment shall be made for the assignment.
- 6.3 All payments would be claimed by the Consultant from REC as per the Payment Terms on being due, and would be accepted for payment by competent authority in REC, based on the satisfactory progress and quality of the work in his sole discretion.
- 6.4 The payment to the consultant under the contract will be made by REC in line with the relevant provisions of the contract agreement and as per the guidelines and conditions specified here under. All payments made during the contract will be on account payment only.

The payments would be released as per the following terms after achieving the milestones indicated therein:

- 6.4.1 After acceptance of the Contract Performance Guarantee (CPG) by REC and submission of the Inception Report regarding the methodology and procedure to be followed for the study by the consultant to the satisfaction of REC: 10% of contract value
- 6.4.2. After submission of Interim Report which shall be given by the consultant after visit to Corporate office at New Delhi and all Zonal Offices ,CIRE etc. to the satisfaction of REC: 25% of contract value.
- 6.4.3. After submission of draft Final Report by the consultant to the satisfaction of REC: 15% of contract value
- 6.4.4. After submission of Final Report by Consultant and deliberation thereafter to the satisfaction of REC: 20% of contract value
- 6.4.5. After acceptance of Final Report by REC: 15% of contract value

- 6.4.6 At the end of one year from the award of contract on smooth transition into the new system and its effective implementation through suitable hand holding measures by the Consultant: 7.5% of contract value.
- 6.4.7 At the end of two years from the award of contract on smooth transition into the new system and its effective implementation through suitable hand holding measures by the Consultant: 7.5% of contract value.
- 6.5 The Consultant shall submit the bills to the Owner of firms printed bill forms indicating the work done by him during the period for which payment is sought.
- 6.6 The Owner shall cause the payment of the Consultant as per above given schedule of payment within thirty (30) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
- 6.7 The final payment under this clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith:

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

7.2 Operation of the Contract:

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

8.0 JURISDICTION AND APPLICABLE LAW

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

9.0 SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. Sole Arbitrator shall be appointed by Chairman & Managing Director of REC.
4. There will be no objection that the Arbitrator appointed holds equity shares of REC or is a retired employee of REC.
5. If the sole Arbitrator so appointed dies, resigns, becomes incapable or withdraws for any reason from the proceedings, it shall be lawful for REC to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Neither party shall be entitled for any pre-reference or pendent-lite interest on its claims.
7. The sole arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
8. The parties to the arbitration will bear the fees and expenses of the Arbitration in equal proportion.
9. The venue of arbitration will be New Delhi.
10. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.

9.2 The courts at New Delhi alone shall have exclusive jurisdiction on any dispute arising out of this contract.

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

FOR AND ON BEHALF OF [OWNER]

By _____
Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____
Authorized Representative
Place:
Date:

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(Reference Clause of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No.....

Date.....

To,
Rural Electrification Corporation Limited,
Core-4, SCOPE Complex,
Lodi Road,
New Delhi-110003

Dear Sirs,

In consideration of the Rural Electrification Corporation Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to 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 and assigns) a Contract by issue of Owner's Letter of Award No Dated for Consultancy Assignment for "-----" And the same having been unequivocally accepted by the Consultant resulting into a contract valued atfor (Scope of Contract) and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to% (Per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after 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 Owner, on demand any and all monies payable by the Consultant to the extent of.....as aforesaid at any time up to..... (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant.

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

The Owner 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 Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the 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 Owner and the Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by

the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner 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 that the Owner may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired bywhose behalf this guarantee has been given.

Dated this day of 2009, at

WITNESS:

1.	(Authorized Signatories of the Bank)
.....	
(Signature)	(Signature)
.....	
(Name)	(Name)
.....	
(Official address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No.....
dated.....

2.
(Signature)
.....
(Name)
.....
(Official address)

Note:

1. The Contract Performance Guarantee value shall be ten percent (10%) of the total lump-sum Contract Price.
2. The validity date should be up to 90 days after completion of the Assignment.
3. The stamp paper of appropriate value shall be in the name of the Bank issuing the guarantee.

Certificate on the letterhead of the Statutory Auditor of the bidder

To,
REC,
Core-4, SCOPE Complex,
Lodi Road,
New Delhi.

This is to certify that the annual turnover of M/s_____ is as under:

Financial Year	Annual Turnover (in Rs.) In figures	Annual Turnover (in Rs.) In words
08-09		
07-08		
06-07		

Average turnover of the last three years as stated above is Rs..... (in figures)
(in words.....)

The above financial figures are as per the audited financial statements/annual reports copies of which are enclosed)

Signature: _____

Date: _____

Name: _____

Designation: _____

Place: _____

ANNEXURE-G**1. ASSIGNMENTS CARRIED OUT BY THE FIRM WITH THE SIMILAR SCOPE OF WORK**

1. Brief Description of the Organization:
2. Outline of experience on assignments with the similar scope of work :

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Scope in brief	Value of work /assignment (in Rs.)
1						
2						
3						

2. ASSIGNMENTS CARRIED OUT BY THE FIRM WITH THE SIMILAR SCOPE OF WORK IN PUBLIC SECTOR ORGANIZATION/GOVT. ORGANIZATION / AUTONOMOUS BODIES / STATE OR CENTRAL UNDERTAKING

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Scope in brief	Value of work /assignment (in Rs.)
1						
2						
3						

(Signature)**Full Name:** _____**Address:** _____

Note:

1. Please attach documentary proof including copy of the order from client, work completion certificate etc. at the first instance failing which the bidder runs the risk of rejection.
2. Assignments allotted to and executed by the bidding firm on independent basis only will be considered. The assignments performed in collaboration, joint venture, sub consultant or as an affiliate of the other company will not be considered.

TOTAL NO. OF FULL TIME CONSULTANTS WORKING/EMPLOYED IN THE FIRM

S.No.	Name	Qualification	Position held	Area of Expertise	No. of years with the firm
1					
2					
3					
4					
5					
7					
8					
9					

Note: (Consultants for this purpose mean adequately qualified in the relevant fields like MBA (HR)/Indl.Engg.etc.)

Authorised Signature _____

Full Name _____

Date _____

DETAIL/INFORMATION OF THE TEAM AND THE TASK WHICH WOULD BE ASSIGNED TO EACH MEMBER AND THE TEAM LEADER.

TASK TEAM

The following members (minimum two members) and Team Leader have been identified and assigned for the Assignment:

S.No.	Name	Position held in the bidder entity	Area of expertise identified	No. of years of experience
1.				
2.				
3.				
4.				
5.				

Authorised Signature _____

Full Name _____

Date _____

FORMAT OF CURRICULUM VITAE FOR EACH MEMBER OF TASK TEAM

Name: _____

Present Designation: _____

Area of Expertise: _____

Total years of experience: -----years

Years with organisation: _____

Proposed Expertise/Position in the Team: _____

Educational Qualification: _____

(Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained. Use up to quarter page.)

Experience:

(Under this heading, names of employing organization with dates, positions held by staff member since graduation, assignments handled and their brief scope, detailed experience in similar assignments and client references, where appropriate may be given.

The above information may also be summarized for each of the member in the following Table A, Tabular format:

(A) BRIEF OUTLINE OF TOTAL EXPERIENCE (MINIMUM SEVEN YEARS FOR TEAM MEMBERS & TWELVE YEARS FOR TEAM LEADER) IN AREA OF HR CONSULTANCY:

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Position held	Scope in brief
In Existing Firm from _____ till date _____						
1						
2						
3						
4						
For previous firms from _____ to _____						
1						
2						
3						

B. BRIEF OUTLINE OF THE EXPERIENCE OF THE TEAM MEMBERS IN ASSIGNMENTS INVOLVING SIMILAR SCOPE OF WORK.

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Position held	Scope in brief
In Existing Firm from _____ till date _____						
1						
2						
3						
4						
For previous firms from _____ to _____						
1						
2						
3						

Note:

An appropriate Table may be used for each of the three members.

Language:

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

Signature of Member _____

Certification:

I, the undersigned, certify that the above is correct to the best of my knowledge and belief.

Authorized Signature _____

Full Name _____

Date _____

**PROFORMA OF CERTIFICATE REGARDING ACCEPTANCE OF
IMPORTANT CONDITIONS**

Bidder's Name & Address

To,
Rural Electrification Corporation Limited,
Core-4, SCOPE Complex, 7,
Lodi Road,
New Delhi-110003

Sub.: **Study Of Manpower Requirements / Assessment Of Organizational Structure &
Development of a Robust & Transparent Performance Management System**

1.0 With reference to your RFP No. ----- dated ----- on the captioned subject, we hereby confirm that we have read the provisions of the following clauses and further confirm that not withstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RFP are acceptable to us and we have not taken any deviation to these clauses:

- a) Terms and conditions as contained in Section I of the RFP.
- b) Price Basis
- b) Terms of Payment
- c) Bid security
- d) Contract Performance Guarantee

2.0 We further confirm that any deviation to the above clauses at S.No. (a) through (d) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to REC, failing which the bid security may be forfeited.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: The above certificate along with bid security is to be submitted in a separate sealed envelope. In the absence of this certificate in a separate sealed envelope, the bid is liable to be rejected and shall be returned unopened.