

**MADHYA PRADESH POWER TRANSMISSION CO. LTD.
SHAKTI BHAWAN RAMPUR: JABALPUR**



**BID SPECIFICATION NUMBER
PTR-02/2011**

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF TRANSACTION ADVISER FOR “DEVELOPMENT OF TRANSMISSION PROJECT FOR EVACUATION OF POWER FROM 2X250 MW EXTENSION UNIT AT SATPURA BY CONSTRUCTION OF 400KV SATPURA –ASHTA DCDS TRANSMISSION LINE (ROUTE LENGTH 246 KMS.) IN MP THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) MODE”.

DUE DATE OF OPENING: 20/06/2011

COST OF DOCUMENT: Rs. 1,200/-

EXECUTIVE DIRECTOR (TRANSMISSION)

BLOCK NO.3, SHAKTI BHAWAN, RAMPUR, JABALPUR

Tel. No. 0761-2702113, 2702204

Fax. No. 0761 – 2665593

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Request
For
Proposal (RFP)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Madhya Pradesh Power Transmission Company Limited (herein after referred to as "Authority") or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary	
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Document	As defined in Clause 1.2
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Deliverables	As defined in Clause 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Financial Expert	As specified in Clause 2.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR	Indian Rupee(s)
Inception Report	As specified in Clause 4(A) of Schedule-1
Key Date or KD	As defined in Clause 5.2 of Schedule-1
Key personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3(a)
MTA	As defined in Clause 1.1.3
Official Website	As defined in Clause 1.11.2
PPP	Public Private Partnership
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Scheduled Bank	As specified in RBI act 1934
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2

	Support Personnel	As defined in Clause 2.14.6
	Technical Proposal	As defined in Clause 2.14.1
	TOR	As defined in Clause 1.1.3
	TSA	Transmission Service Agreement as defined in clause 1.1.2
	TSP	Transmission Service Provider as defined in clause 1.1.2
	US\$	United States Dollar

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

1.1.1 The M.P. Power Transmission Co. Ltd., Jabalpur having registered office at Block No.2, Shakti Bhawan Rampur, Jabalpur in the State of M.P. (**the “Authority”**) is engaged in the development of a state transmission grid with a view to increasing and improving the supply of electricity and as part of this endeavour, the Authority has decided to undertake the development of a transmission system by construction of 400 KV DCDS Transmission Line (Route length 246 Km) between Satpura and Ashta for evacuation of power from 2x250 MW extension unit at Satpura through PPP mode as (the “Project”) through Public Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis.

1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity (the “Transmission Service Provider” or “TSP” or “Concessionaire”) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the transmission service agreement or concession agreement to be entered into between the Authority and the Transmission Service Provider or Concessionaire (the “Transmission Service Agreement” or “TSA” or “Concession Agreement”).

1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Transmission Consultant, a Transaction Advisor (capable to advise both in financial and legal matters) for preparing the Feasibility Report and bid documents for selection of Transmission Service Provider respectively. The Transaction Advisor assist the Authority in the bidding process and prepare the draft transmission service agreement based on the Model Transmission Agreement (the “MTA”) of Planning Commission read with the regulations, rules and the provisions of the Electricity Act 2003 (the “Act”) for developing transmission systems through Public Private Partnership in accordance with the Terms of Reference specified at Schedule-1(the “TOR”) .

1.2 Request for Proposal

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Transaction Advisor (the “**Consultant**”) who shall develop appropriate structure for the Project, prepare bid documents for selection of the Concessionaire (the “**Bid Documents**”), draft the model Transmission Service Agreement on the basis of MTA, provide legal Advisory services and assist the Authority in the bidding process (collectively the “**Consultancy**”).The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 1,200/- (Rupees one thousand two hundred) only in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Regional Accounts Officer, MPPTCL and payable at Jabalpur. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Applicant are required to submit the cost of RFP documents through DD/Bankers Cheque alongwith Bid. Non submission of cost of RFP document may lead to rejection of bid. If document is required through post, an additional amount of Rs. 300/- is required to be paid.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.7 Currency of payment

Rates and Fees should be quoted in Indian Rupees only (INR). All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Estimated Date
1	Pre-Proposal Conference	23.05.2011
2	Last date for receiving queries/ clarifications	30.05.2011
3	Authority response to queries	06.06.2011
4	Proposal Due Date	20.06.2011 upto 14.00 Hrs.
5	Opening of Proposals	20.06.2011 at 15.00 Hrs.
6	Signing of Agreement	Within 15 days of LOA
7	Validity of Applications	120 days from proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Shri Umesh Rautji,
C.E.(EHT-C&M)
Tel. No. 0761 – 2702116, Mob. No. 09425805124,
Fax No. 0761–2665593.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date : 23.05.2011
Time : 15.00 hrs
Venue: Conference Hall,
E.D. (Transmission) MPPTCL,
Shakti Bhawan, Rampur, Jabalpur-482008

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Executive Director (Transmission),
MPPTCL, Block No. 3, Shakti Bhawan,
Rampur, Jabalpur-482008.

Tel. No. 0761–2702113
Mob. No. 09425162615,
Fax No. 0761–2665593

1.11.2 **The Official Website of the Authority is:**

<http://www.mptransco.nic.in>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

TENDER SPECIFICATION No.	PTR-02/2011 FOR SELECTION OF TRANSACTION ADVISOR FOR CONSTRUCTION OF 400 KV SATPURA - ASHTA DCDS TRANSMISSION LINE.
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2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation (the “Applicant”). The term Applicant means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Financial Expert - cum- Team Leader (the Financial Expert)	He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manners as envisaged in this RFP. He shall not delegate his responsibility except with the prior written approval of the Authority.

Key Personnel	Responsibilities
Legal Expert	He will be responsible for all legal matters related to selection of Transmission Service Provider including preparation and vetting of RFQ & RFP document and finalization of draft Concession Agreement.(Transmission Service Agreement). Input of TSA shall be based on Model Transmission Agreement published by Planning Commission.
Associate Consultant	He will assist the Financial Expert as may be necessary .

The bidder should ensure that the above key personnel with other supporting sub- professionals required for the assignment are available as and when necessary.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its proposal, the Applicant shall fulfil the following:

- a) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4of which atleast 2 (two) should be PPP Projects. The firm should be a reputed consultancy firm having engaged in consultancy services for more than 10 years and possess the experience in the relevant field of the assignment.
- b) **Financial Capacity:** The Applicant shall have received a minimum income of Rs.6 (six) crore or US \$ 3 (three) million per annum from professional fees during each of the three financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
- c) Technical and Financial capacity of principal in respect of wholly owned subsidiaries (with 100% share) shall also be considered.
- d) The Applicant should be a Company registered under the Companies Act 1956.

e) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-Clause (f) below.

f) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Financial Expert	MBA/CA/CFA or equivalent	10 years	He should have led the financial team in preparation of Revenue Model and or bid documents for 5 (five) Eligible Assignments of which at least 2 (two) should be PPP Project.
Legal Expert	Graduate in Law or equivalent	10 years	He should have 10 years experience in handling of commercial contracts and their vetting. He should have led the Legal team for not less than three eligible assignment of which at east 2(two) should be PPP Project.
Associate Consultant	MBA/CA/CFA or equivalent	5 years	He should have worked as financial team in preparation of Revenue Model and/or bid documents for 2 (two) Eligible Assignments

In the event of Participation on Consortium/Association/Joint Venture basis, it would be essential that the lead member should fulfill the criteria indicated in clause 2.2.2(a) above and all the members shall collectively fulfill the remaining criteria of eligibility for qualification.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) The Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or

a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) A constituent of such Applicant is also a constituent of another Applicant, or
- c) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate, or
- d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Transmission Service Provider, if any, for the Project, its contractor(s) or subcontractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate

(or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Transmission Service Provider, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Transmission Service Provider or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h),

- i) Indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Proposals have been opened and the Selected Applicant gets disqualified/ rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

1. **Terms of Reference**
2. **Form of Agreement**

Annex-1	Terms of Reference
Annex-2	Approved list of Professionals and Sub-Consultant
Annex-3	Cost of Services
Annex-4	Payment Schedule
Annex-5	Fortnightly Report

3. **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form 1	Letter of Proposal
Form 2	Particulars of the Applicant
Form 3	Statement of Legal Capacity
Form 4	Power of Attorney
Form 5	Financial Capacity of Applicant
Form 6	Particulars of Key Personnel
Form 6A	Proposed Methodology and Work Plan
Form 7	Abstract of Eligible Assignments of Applicant

Form 7 A	Abstract of other relevant experience of Applicant
Form 8	Abstract of Eligible Assignments of Key Personnel
Form 8A	Abstract of other relevant experience of Key Personnel
Form 9	Eligible Assignments of Applicant
Form 9A	Other relevant assignments of Applicant
Form 10	Eligible Assignments of Key Personnel
Form10A	Other relevant assignments of Key Personnel
Form 11	Curriculum Vitae of Professional Personnel
Form 12	Proposal for Sub-Consultant(s)

Appendix–II: Financial Proposal

Form 1	Covering Letter
Form 2	Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries/ Request for Additional Information against Tender Specification No. PTR-02/2011 for Selection of Transaction Adviser for Construction of 400 KV Satpura-Ashta DCDS Transmission Line”

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 5 (five) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, alongwith Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

- a) By the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) the Bid Security is provided;
- b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all Professional Personnel have been included;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (f) of the RFP;
- f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/ countersigned CVs shall be rejected;
- h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Professional Personnel proposed have good working knowledge of English language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- l) the proposal is responsive in terms of Clause 2.21.3

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-

2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure that :-

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Applicant shall assume all the responsibilities to ensure completion of consultancy assignment in the cost indicated in the financial proposal. Cost of all the works arising out or associated with the scope of services indicated in Terms of Reference shall be deemed to be included in the above cost. No additional cost shall be payable to applicant for completion of assignment.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP.

In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain:

- i. Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents;
- ii. Bid Security as specified in Clause No. 2.20.1 and
- iii. Cost of the Bid document in case the document is down loaded from website as specified in Clause-1.4.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 and 2 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the deliverables by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before 14.00 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20(A) Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,20,000 (One lac twenty thousand) only in the form of a Cash / Demand Draft or Bank Guarantee as detailed below:-

- a) Cash to be deposited with REGIONAL ACCOUNTS OFFICER, MPPTCL, JABALPUR. Money Receipt, so obtained from the office of REGIONAL ACCOUNTS OFFICER, MPPTCL, JABALPUR should clearly indicate date, amount of Bid Security, Tender Specification number for which Bid Security has been deposited by the Applicant. The money receipt in original should be submitted by the Applicant **Or**
- b) By Bank Draft in favour of REGIONAL ACCOUNTS OFFICER, MPPTCL, JABALPUR **Or**
- c) By Bank Guarantee as per Proforma-I enclosed with the Bid Specification.

The "Bid Security" shall be returned not later than 150 (one hundred and fifty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
- b) if an Applicant engages in any of the Prohibited Practices specified in Article 4 of this RFP;
- c) if an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- d) in the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- e) in the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.28 and 2.29 respectively; or
- f) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.20 (B) Performance Securities

Selected Applicant shall have to provide a Performance Security prior to signing the agreements. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) if an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 15.00 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Request for a notice of withdrawal shall not be considered.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c) it is accompanied by the Bid Security as specified in Clause 2.20.1;
- d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive.

2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and short listed Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants along with the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking shall be carried out in terms of Clause 3.3 and Clause 3.4.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 5% (five per cent) of the total consultancy fee shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 10% (ten percent) of the total consultancy fee. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology, approach and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 75 (seventy five) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Each Key Personnel must score a minimum of 70% (seventy per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks or any two of the remaining Key Personnel score less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% (seventy per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.

The scoring criteria to be used for evaluation shall be as follows.

S. No.	Parameter	Criteria	Weightage	Marks	Max. Marks
1	Experience of the Applicant firm	A) Each executed eligible / other relevant assignment prior to PDD	1.5 marks each assignment	1.5x12 (Max. 18)	30
		B) Experience		Max. 7	
		i) 10 years or more but less than 15 years.	5 marks		
		ii) 15 years or more	7 marks		
2	Proposed methodology & work plan	C) Financial Capacity i.e. Cumulative total earning for last three preceding years of the PDD between		Max. 5	
		i) Rs.18 to 25 Crore	2 marks		
		ii) Rs.25 to 40 Crore	4 marks		
		iii) Above Rs.40 Crore	5 marks		
A) Financial & Legal approach	3 marks	Max. 10	10		
	B) Work plan			4 marks	
	C) Major steps to ensure time lines			3 marks	

3 Experience of the Key Personnel					
3 (a)	Financial Expert cum Team Leader	A) Each executed eligible/ other relevant assignment prior to PDD	2 marks each assignment	2x12 (Max. 24)	30
		B) Experience			
		i) 10 years or more but less than 15 years	4 marks	Max. 6	
		ii) 15 years or more	6 marks		
3 (b)	Legal Expert	A) Each executed eligible / other relevant assignment prior to PDD	1.5 marks each assignment	1.5x10 (Max.15)	20
		B) Experience			
		i) 10 years or more but less than 15 years	3 marks	Max.5	
		ii) 15 years or more	5 marks		
3 (c)	Associate Consultant	A) Each executed eligible/ other relevant assignment prior to PDD	1 mark each assignment	1x5 (Max. 5)	10
		B) Experience			
		i) 5 years or more but less than 10 years	3 marks	Max.5	
		ii) 10 years or more	5 marks		
Grand Total					100

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority or public sector entity in respect of preparation of revenue model and / or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”)

- a) an infrastructure project (including the Power Sector project) undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 120 (one hundred twenty) crores in case of a project in India, and US \$ 60 (sixty) million for projects elsewhere through PPP or other forms of private participation (the “**PPP Projects**”), provided that the payment of professional fee to the Applicant was at least [Rs. 10 lakh (Rupees ten lakh)] in case of a project in India, and [US \$ 50,000 (US\$ fifty thousand)] in case of project elsewhere.

- b) privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least Rs.50 crore (Rupees Fifty Crore) or such transfer (the “**Disinvestment Projects**”);
- c) an infrastructure project (including the Power Sector project) having an estimated capital cost (excluding land) of at least Rs. 120 (Rupees One hundred and twenty) crore in case of a project in India, and US \$ 60 million (US\$ Sixty million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least [Rs. 10 lakh (Rupees ten lakh)] in case of a project in India, and [US \$ 50,000 (US\$ fifty thousand)] for any infrastructure project elsewhere (the “**Other Projects**”);
- d) an assignment relating to tariff-setting, tariff orders or tariff regulations but only if the payment of professional fee to the Applicant was at least Rs. 2 lakh (Rupees two lakh) (the “**Regulatory Projects**”)

3.1.5 Other relevant assignments

Assignments undertaken by the Applicant/ Key Personnel for private sector entities shall be considered for evaluation provided that the advisory / consultancy services relate to any of the projects covered under Clause-3.1.4 above and the professional fee for the assignment was at least Rs. 20 lakh (Rupees Twenty lakh) in case of a projects in India and US \$ 1,00,000 (US\$ hundred thousand) for projects elsewhere.

3.2 Short-listing of Applicants

Of the Applicant reached as aforesaid, not more than 7 (seven) shall be pre-qualified and short listed for evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 75 (seventy five) points even if such Applicant(s) do(es) not qualify in terms of Clauses 3.1.1 & 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F). In order to qualify for the financial bids to be opened and evaluated the bidder should score at least 75% of marks(Technical Score(S_T)).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, inclusive of taxes and service tax shall be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 (one hundred) points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F, \text{ where } F = \text{amount of Financial Proposal}$$

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 2. 24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of 2 (two) representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Jabalpur** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE – I

(SEE CLAUSE 1.1.3)

TERMS OF REFERENCE (TOR) FOR TRANSACTION ADVISER

Consultancy for
Development of the Project Transmission System
in the State of Madhya Pradesh through PPP Mode

TERMS OF REFERENCE (TOR) FOR TRANSACTION ADVISER

Contents

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5. Time and Payment Schedule
6. Meetings
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TERMS OF REFERENCE (TOR)

1. GENERAL

1.1 The Authority seeks the services of a qualified firm for acting as a Transaction Adviser for appraising the Project, preparing bid documents for Selection of Transmission Service Provider and finalization of the Transmission Service Agreement through Public Private Partnership mode (collectively the “**Consultancy**”) for construction of 400 KV Satpura-Ashta DCDS Transmission Line for evacuation of power from 2x250 MW extension unit at Satpura in the State of Madhya Pradesh on DBFOT basis. The Terms of Reference (the “**TOR**”) and the scope of the Consultancy for this assignment are specified below. Input such as cost estimates, financial statements, IRR and feasibility studies shall be provided by Transmission Consultant. The details deliverable by Transmission Consultant shall be referred to in RFP bearing no. PTR-01/2011 for “Selection of Transmission Consultant for Development of Transmission Project”. The PTR-01/2011 document is available on official website of MPPTCL.

1.2 The Consultant shall be responsible for preparation of Bid Document for Selection of Transmission Service Provider, drafting and vetting the Transmission Service Agreement, preparing the relevant Schedules of the same and for bringing out any special feature or requirement of the Project referred to in the Model Transmission Agreement (MTA). The Consultant shall be guided in its assignment by the Model Transmission Agreement (the “**MTA**”), published by the Planning Commission.

1.3 The Consultant shall also participate alongwith team leader and experts in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial and legal matters arising from the Bid Documents.

1.4 The Consultant shall make available the Financial Expert, Legal Expert and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall other-wise advise on and assist the Authority in the diverse legal and commercial issues that may arise from time to time. The consultant shall provide legal advisory services in bidding process and award of the Project.

2. OBJECTIVE

The objective of this Consultancy (the “**Objective**”) is to procure transaction related advice, undertake financial and legal appraisal, prepare RFQ & RFP document for selection of Transmission Service Provider besides drafting of Transmission Service Agreement and assist in the bidding process and award of the Project including execution of Transmission Service Agreement etc in a manner which ensures:

- (a) participation by the best available companies in the bidding process;
- (b) financing of the capital cost by the Concessionaire; and
- (c) optimizing the revenue potential of the Project.

3. SCOPE OF SERVICES

3.1 As no separate legal Consultant is being appointed for this job assignment, vetting of document and other related Legal issues are in the scope of Transaction Adviser. The scope of services shall include but not limited to the following:-

- i assisting the Authority in the entire bidding process up to the signing of the Transmission Service Agreement;
- ii evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercial and capital structuring, especially with reference to Applicable Laws;
- iii analysis of relevant financial data relating to all costs and revenues;
- iv review cost estimates contained in the Feasibility Report;
- v prepare a reasonable estimation of the likely revenues;
- vi assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
- vii identification and quantification of estimated financial impact of the Project on government resources;
- viii development of various possible alternatives for revenue maximization;
- ix advising on tax-related issues arising out of the Project;
- x preparation of a consolidated list of Instrumentalities and approvals/ consents/ clearances required from Government/Regulatory Authority;
- xi preparation of Bid documents (RFQ & RFP) including the relevant Schedules of the Transmission Service Agreement , finalization of the draft Transmission Service Agreement;
- xii Advising and assisting the Authority in obtaining regulatory approvals, and issues related thereto;
- xiii Vetting of RFP & TSA documents necessary approvals thereof from regulator and Deptt of Economic Affairs before issuance for selection of Transmission Service Provider (TSP) and assistance in obtaining capital grant(V.G.F);

Transaction Adviser

The Consultant shall be responsible for review of the financial parameters, legal issues and examination of the viability of the Project. The Consultant will also render advisory services for conducting the bid process and will assist in the preparation of bid documents and in conducting the bidding process for selection of the concessionaire for the project. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During interaction with the bidders and stakeholders, the Consultant shall assist the Authority in responding to all queries satisfactorily and within the specified time. The Consultant shall render advisory services upto the signing of the Transmission Service Agreement.

3.3 Compilation and analysis of Data

The Consultant shall, based on available information, compile and analyze the financial and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial

years. The expenditure statement shall include expenses on staff, material, contractual payments, etc.

3.4 Review of costs

Feasibility Report, along with the Concession Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Concessionaire. The Consultant shall review and comment on the cost estimates contained in the Feasibility Report. He shall ensure that appropriate provisions have been made for physical and price contingencies, financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of O&M expenses to be incurred by the Concessionaire during the entire Concession period based on report of Transmission consultant.

3.5 Estimation of revenues

The Consultant shall evaluate the available data and information with a view to validation of estimation of the likely revenues of the concessionaire from the unitary charges likely to be received from the Project and from other sources of revenue, if any. It shall propose various options for optimizing such revenues.

3.6 Draft Concession Agreement

The Consultant shall draft the Transmission Service Agreement (TSA) taking into account the provisions of MTA published by Planning Commission.

3.7 Impact of Project on Government Resources

The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Central / State Governments and the Project Authority.

3.8 Sensitivity Analysis of Project

The Consultant shall finalize and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

3.9 Project Appraisal

Based on the parameters specified in the draft Bid documents as well as the Revenue Model, the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project, its financial viability and its social and economic benefits. The Consultant shall review the Feasibility Report and the draft Concession Agreement to estimate the capital costs, O&M costs, revenues etc. and prepare a financial appraisal report for the Project (the "**Appraisal Report**").

3.10 Assistance in the RFQ process

The bidding process is specified in the Model Request for Qualification (RFQ) document published by the Planning Commission and available at www.infrastructure.gov.in. The Consultant shall assist in adapting the Model RFQ document for project-specific purposes. The Consultant shall also assist the Authority in the pre-qualification process. The Authority intends to pre-qualify and short-list bidders on the basis of the response to the RFQ document.

3.11 Assistance in preparation of Bid Documents

The Consultant shall assist in preparing the Request for Proposal and finalize Concession Agreement based on the Model RFP and MTA. The Model RFP has been published by the Planning Commission and is available at www.infrastructure.gov.in. The MTA shall be provided by the Authority. The Consultant may also suggest improvements in the development plan and in the Bid Documents. For this purpose, he shall work closely with the Authority and its technical consultant. Bid documents would also include the draft Concession Agreement.

3.12 Assistance in the Bid Process

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the Bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. Consultant will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any beyond the 28th week from the Effective Date. Intermittent services of Consultant will be required until the end of 52 weeks or two months after the signing of the Transmission Service Agreement, whichever is earlier.

3.13 Assistance in selection of the preferred Bidder

The Authority intends to select the preferred bidder on the basis of the Proposals received from pre-qualified bidders. Only financial proposals will be invited as part of the Bidding Process. The Consultant shall also assist the Authority in evaluating the financial proposals and in engaging with the selected bidder till execution of the Concession Agreement.

3.14 Rendering advisory services

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall also advise on and assist the Authority in the diverse commercial and legal issues that may arise from time to time. The Consultant shall be responsible primarily for providing advice relating to financial and legal issues arising from or during the course of the bidding process and the documents relating thereto.

3.15 Tax and insurance-related Matters

During the course of the Consultancy, the Consultant may be called upon to advise on tax and / or insurance related issues affecting the Project.

3.16 Specific Requirements for the Project

Consultant shall assist the Authority in fulfilling any other project specific requirement related to selection of Transmission Service Provider and other necessary actions to be taken by the Authority after signing of agreement.

3.17 Scope not exhaustive

The Scope of Services specified in this Clause 3 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially and successfully complete the bidding process for the Project.

4. DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables the (“**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 10 hard copies and 3 soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

A. Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc. Within a period of three weeks of the submission of the Inception Report, the Consultant shall submit a Supplementary Inception Report where it should clearly spell out the broad strategy for structuring the project and determining the viability gap funding assuming an IRR of 12%.

B. Sensitivity Analysis of the project (Refer Clause 3.8)

C. Appraisal Report (Refer Clause 3.9)

D. Assistance in preparation of RFQ, RFP for Selection of Transmission Service Provider and finalization of Transmission Service Agreement (Refer Clauses 3.10 & 3.11).

E. Assistance during Bidding Process (Refer Clause 3.12)

5. TIME AND PAYMENT SCHEDULE

5.1 Subject to the provisions of Clause 10.1 of the TOR, the total duration for preparation of the Revenue Model, Appraisal Report, bid documents including draft Transmission Service agreement and the bidding process shall be 52 weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy the Key Personnel as per the deployment of Personnel proposed. Intermittent services will be required beyond the 28th week and until the end of 52 weeks or 60 days after the signing of the Concession Agreement, whichever is earlier. The man power required for the intermittent services shall be provided by the Consultant as per the Agreement.

5.2 The schedule for completing the Deliverables shall be determined by the maximum number of days/ weeks from the Effective Date of the Agreement (the “**Key Dates**” or “**KD**”). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Key Date No.	Description of Deliverables	Week No	Payment
KD1	Inception Report.	2	10%
KD2	Issue of Request for Qualification document and supplementary inception report.	5	10%
KD3	Final Appraisal Report.	13	10%
KD4	Finalizing the RFP and Transmission Service Agreement documents.	15	10%
KD5	Conducting bidding process for short listing based on the RFQ for selection of Concessionaire.	18	10%
KD6	Assistance in obtaining regulatory approvals from MPERC, clearance from GoMP, Department of Economic Affairs, Assistance in Viability Gap Funding, and any other formalities required before conducting bidding process and issuance of RFP document	20	10%
KD7	Finalization of the bid process and selection of TSP.	28	15%
KD8	Completion of Services including any other relevant activities and approvals from Deptt. of Economic Affairs (for VGF etc.) and Regulators.	52	15%
KD9	After successful execution of the TSA with the Transmission service provider.		10%
	Total		100

5.3 If at any stage, it has been decided not to execute the project, the consultant shall be entitled for payment in respect of each completed deliverables and 10% (Ten per cent) value of remaining deliverables yet to be completed.

5.4 Final 10% (Ten per cent) of the Agreement Value has been earmarked as lump-sum Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within one year of the Effective Date, the lump-sum Payment shall not become due to the Consultant.

6. MEETINGS

6.1 The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Jabalpur at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the Selected Bidder.

6.2 The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavor basis and without unreasonable delay, provide such services at the offices of the Authority.

7. CONSULTANCY TEAM

7.1 The Consultant shall form a team (the "**Consultancy Team**") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. Financial Expert shall be the leader of the Consultancy Team. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

Financial Expert-cum-Team Leader (the "Financial Expert")

Educational Qualifications	MBA/ CA/ CFA or equivalent
Essential Experience	10 years in financial services. He should have led the financial team in preparation of Revenue Model and/or Bid Documents for five Eligible assignments, of which at least 2 (two) should be PPP Project.
Job responsibilities	He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Authority.

Legal Expert

Educational Qualifications	Graduate in law or equivalent
Essential Experience	10 years experience in handling commercial contracts and their vetting. He should have led the legal team for not less than 3 (three) eligible assignments of which at least 2 (two) should be PPP Project.
Job responsibilities	He will assist in drafting and vetting RFQ, RFP and Transmission Service Agreement for selection of Transmission Service Provider (T.S.P.) and also in providing legal advice and assistance as may be necessary during bidding process for selection of T.S.P and also on obtaining regulatory approvals etc.

Associate Consultant

Educational Qualifications	MBA/CA/CFA or equivalent
Essential Experience	5 years in financial services. He should have worked as member of a financial team in preparation of Revenue Model and/or Bid Documents for at least two Eligible Assignments.
Job responsibilities	He will assist the Financial Expert as may be necessary.

7.2 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority.

7.3 The Consultant shall establish a Project Office at a suitable location in Jabalpur for efficient and coordinated performance of its Services till the completion of services as indicated in KD7 stage. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services from our Head/home office.

8. REPORTING

8.1 The Consultant shall electronically mail, submit fortnightly progress reports. Such reports shall be submitted to the Authority on the 15th and the last day of each calendar month by end of the business day and shall include a brief description of work performed during that fortnight.

8.2 The Consultant will work closely with the Authority and its technical consultants. The Authority has established a Working Group (the “**WG**”) to enable

conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

8.3 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the authority.

8.4 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

8.5 Regular communication with the WG is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

8.6 The Deliverables will be submitted as per schedule provided in this RFP.

9. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

The Authority shall provide to the Consultant the following:

- a) Feasibility Report (when completed);
- b) A copy of the Model Transmission Agreement.

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

10. COMPLETION OF SERVICES

10.1 All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority both in hard and soft copy, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary

corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Transaction Adviser.

10.2 Final 10% (ten per cent) of the Agreement Value has been earmarked as Lump-Sum payment to be made to the Consultant upon execution of the Concession Agreement (Lump-Sum Payment). In consideration of the Payment, the Consultant would provide such services as may be required by the Authority for concluding the Bid Process and execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date, the Consultancy shall stand completed as specified in Clause 10.1 above, but the lump-sum Payment of 10% shall not be due to the consultant .

SCHEDULE-2

(See Clause 2.1.3)

**AGREEMENT FOR
PROVIDING FINANCIAL
AND
TRANSACTION ADVISORY SERVICES
FOR
DEVELOPMENT OF TRANSMISSION SYSTEM FOR EVACUATION OF POWER
FROM 2X250 MW UNIT AT SATPURA BY CONSTRUCTION OF 400 KV
SATPURA-ASHTA DCDS LINE THROUGH PPP MODE IN THE STATE OF M.P.**

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AGREEMENT

TRANSACTION ADVISORY SERVICES FOR CONSTRUCTION OF 400 KV SATPURA - ASHTA DCDS LINE THROUGH PUBLIC PRIVATE PARTNERSHIP MODE IN THE STATE OF M.P.

AGREEMENT No.

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of _____ between, M.P. Power Transmission Company Ltd., Jabalpur a fully owned company of the Government of M.P. acting in its capacity as the State Transmission Utility (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) the Authority vide its Request for Proposal invited proposals for appointment of Transaction Adviser for providing services as specified in Terms of reference (Annex-I) (hereinafter called the "**Consultancy**") for development of a transmission system for evacuation of power from 2x250 MW extension unit at Satpura by constructing 400 KV Satpura-Ashta DCDS Transmission Line in the State of Madhya Pradesh (hereinafter called the "**Project**");

(B) the Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. "Additional Costs" shall have the meaning set forth in Clause 6.1.2; "
- b. Agreement" means this Agreement, together with all the Annexes;
- c. Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- d. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e. "Confidential Information" shall have the meaning set forth in Clause 3.3;
- f. "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g. "Dispute" shall have the meaning set forth in Clause 9.2.1;
- h. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i. "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- j. "Government" means the Government of Madhya Pradesh.
- k. "INR, Re. or Rs." means Indian Rupees;
- l. "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- m. "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- n. "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- o. "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India
- p. "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- q. "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- r. "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- s. "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. RFP; and
- d. Letter of Award.

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 Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jabalpur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Jabalpur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time designate by notice to the Authority;
- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority's Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jabalpur it may send such notice by facsimile or e-mail and are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Tel: *****

Mobile: *****

Fax: *****

Email: *****

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: *****

Mobile: *****

Fax: *****

Email: *****

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION & TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder in accordance with Annex- 4 of this agreement.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2 and 6.1.3 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which

makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 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 fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) 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.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the

time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, 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.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- d. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- e. 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 60 (sixty) days; or
- f. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. 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 60 (sixty) days.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 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. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority) pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, resolve the matter pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event. In the event parties fail to resolve the disputes, in such cases all suits or proceedings relating to any dispute or claim arising out or in the course of performance of the contract shall be filed exclusively in the courts situated at Jabalpur. The courts at Jabalpur shall have exclusive jurisdiction in all matter of disputes.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. Was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or by any governmental instrumentalities, provided that

for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. For any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Accounting, inspection and auditing:-

The Consultant shall:

- a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with

internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a. Appointing such members of the Professional Personnel as are not listed in Annex-2;
- b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- c. any other action that is specified in this Agreement.

3.7 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/ investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services for completion of the project and successful execution of Transmission Service Agreement with the concessionaire.

4.2 Deployment of Personnel

If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 Except the Key Personnel and other associated professionals already approved by the Authority during bidding process (Annex-2), no other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form- 11) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than 2 (two) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of Consultancy fee equal to 5% (five per cent) of the total Agreement Value. In case of a second substitution, such reduction shall be equal to 10% (ten per cent) of the total Agreement Value.

4.5 Overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Besides the Sub-consultants already approved during bidding process, the consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant already approved.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a. Provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

5.3 Changes in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties, all the taxes & duties (excepting income tax) shall be payable at prevailing rate on production of documentary evidence.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rs.), which does not include the Additional Costs (the "Additional Costs").

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.1.4 Service Tax, if applicable shall be payable extra on production of documentary evidence. Other Statutory Levies if applicable due to change in law shall also be payable extra on production of documentary evidence.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Consultant fulfilling the following conditions:

- i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
- ii. The Authority shall pay to the Consultant only the undisputed amount.
- iii. If at any stage, it has been decided not to execute the project, the consultant shall be entitled for payment in respect of each completed deliverables and 10% (Ten per cent) value of remaining deliverables yet to be completed.

(b) The Authority shall cause the payment due to the Consultant to be made on completion of 30 (thirty) days period after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").

(c) The payment under this Clause shall be made on completion of services as set forth under this Agreement (KD8 of Annex-4) i.e. only after the final report and services, identified as such, shall have been submitted/completed by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable by the Authority unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within one year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3(c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(e) Final 10% (ten per cent) of the Agreement Value has been earmarked as lump sum Payment to be made to the Consultant upon execution of the Transmission Service Agreement. In the event the Transmission Service Agreement does not get executed within one year of the Effective Date, the consultancy shall stand completed; however, payment of 10% shall not be made.

(f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof for avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Transaction Advisor hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form and substance acceptable to the Authority.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in Completion of Services (i.e. delivery of any of the deliverables), liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in

good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CMD, MPPTCL and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may file the suit in accordance with the provisions of Clause 9.4 of the Agreement hereof.

9.4 Any dispute which is not resolved amicably by conciliations, as provided in Clause 9.3, either party may file suits or proceedings relating to any dispute or claim arising out or in the course of performance of the contract in courts situated at Jabalpur. The courts at Jabalpur shall have exclusive jurisdiction in all matter of Disputes. The agreement and the rights and obligation of the parties shall remain in full force and effect pending the award in legal proceeding.

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

Signed Sealed and Delivered For and on behalf of Consultant		Signed Sealed and Delivered For and on behalf of Authority.	
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Fax No.		Fax No.	

In the presence of:

- 1.
- 2.

Annex-1
Terms of Reference (Refer Clause 3.1.2)
(Reproduce Schedule-1 of RFP)

Annex-2
Approved List of Professionals and Sub-
Consultant(s)

Annex-3
Cost of Services (*Refer Clause 6.1*)
(Reproduce as per Form-2 of Appendix-II)

Annex-4
Payment Schedule (Refer Clause 6.3)

Key Date No.	Description of Deliverables	Week No	Payment
KD1	Inception Report.	2	10%
KD2	Issue of Request for Qualification document and supplementary inception report.	5	10%
KD3	Final Appraisal Report.	13	10%
KD4	Finalizing the RFP and Transmission Service Agreement documents.	15	10%
KD5	Conducting bidding process for short listing based on the RFQ for selection of Concessionaire.	18	10%
KD6	Assistance in obtaining regulatory approvals from MPERC, clearance from GoMP, Department of Economic Affairs, Assistance in Viability Gap Funding, and any other formalities required before conducting bidding process and issuance of RFP document	20	10%
KD7	Finalization of the bid process and selection of TSP.	28	15%
KD8	Completion of Services including any other relevant activities and approvals form Deptt. of Economic Affairs (for VGF etc.) and Regulators.	52	15%
KD9	After successful execution of the TSA with the Transmission service provider.		10%
	Total		100

- a) All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than three weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the Consultant shall finalize its report. Provided, however, that the Authority may take up to four weeks in providing its comments on the Draft Financial Appraisal Report.
- b) Financial Appraisal Report shall be completed in 13 weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take one week for submitting its Final Financial Appraisal Report after receipt of comments from the Authority.
- c) Final Lump-Sum Payment of 10% (Ten percent) shall be released upon completion of Services in their entirety including execution of the Concession Agreement.

Annex-5
(Name of Consultant)
Fortnightly Time Report
(See Clause 3.7)

Project Name:

Fortnight

Date:

(Signature and name of authorized signatory)

Note: Fortnightly Time Report shall cover all the detailed progress along with bottlenecks if any for achieving time frame.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(A) Authority and consultants:

- (i) potential consultant should not be privy to information from the Authority which is not available to others; or
- (ii) potential consultant should not have defined the project when earlier working for the Authority; or
- (iii) potential consultant should not have recently worked for the Authority overseeing the project.

(B) Consultants and transmission service providers/contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential transmission service provider/ contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Sub: Appointment of Consultant for Financial and Transaction Advisory Services for construction of 400 KV Satpura-Ashta DCDS Transmission Line through PPP mode.

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for construction of 400 KV Satpura-Ashta DCDS Transmission Line through PPP mode in the State of M.P . The proposal is unconditional and unqualified.

2 All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Article 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and / or the Government of MP in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 120 (one hundred twenty) days from the PDD specified in the RFP.

16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Financial Consultant Cum Transaction Advisor in accordance with the provisions of the RFP and that the Financial Consultant Cum Transaction advisor shall be responsible for providing the agreed services himself and not through any other person or Associate.

19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I
Form-2

Particulars of the Applicant

1.1	Title of Consultancy:
1.2	Title of Project: Selection of Consultant for providing Financial and Transaction Advisor Services for development of Transmission System for evacuation of power from 2x250 MW extension unit at Satpura by constructing 400 KV Satpura –Ashta DCDS Line in the state of M.P. through PPP mode.
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following:
	Name of Firm:
	Legal status (e.g. sole proprietorship or partnership):
	Country of incorporation:
	Registered address:
	Year of Incorporation:
	Year of commencement of business:
	Principal place of business:
	Name, designation, address and phone numbers of authorized signatory of the Applicant:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	Fax No.
	E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
	(i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:
	(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No. If so, provide the office address (es) in India. (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No

	<p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

APPENDIX-I
Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.
Date:

To,

Dear Sir,

Sub: RFP for Selection of Consultant for providing Financial and Transaction Advisor Services for development of Transmission System for evacuation of power from 2x250 MW extension unit at Satpura by constructing 400 KV Satpura –Ashta DCDS Line in the state of M.P. through PPP mode.

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation
of the authorized signatory

For and on behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, -----(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. _____ son/daughter/wife and presently residing at _____ who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Adviser for development of Transmission system for evacuation of Power from 2x250 MW extension unit at Satpura by constructing 400 KV Satpura-Ashta DCDS Line in the State of M.P. proposed to be developed by the M.P. Power Transmission Com. Ltd., (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For
(Signature, name, designation and address)
Witnesses:

Notarized Accepted

.....

(Signature, name, designation
and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (Rupees fifty) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX-I**Form-5****Financial Capacity of the Applicant**
(Refer Clause 2.2.2 (b))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million) #
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name and seal of the audit firm:

Date:

(Signature, name and designation
of the authorized signatory)

\$ In case the Applicant does not have a statutory auditor, it shall provide the Certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Ratio of Rs. 2 crore to US \$ 1 million shall be considered.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignment		
					Name of firm	Employed Since	PPP Assignments	Other Assignments	Total
1	Financial Expert Cum Team Leader								
2	Legal Expert								
3	Associate Consultant								

(Signature, name and designation of the authorized signatory)

APPENDIX-I**Form- 6A****Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Major steps to ensure time line

Note: Marks will be deducted for lengthy writing and out of context responses.

APPENDIX-I
Form-7

Abstract of Eligible Assignments of the Applicant[#]
(Refer Clause 3.1)

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Professional fees ^{##} received by the Applicant (in Rs. crore)	Date of Completion of Project	Whether PPP Project
(1)	(2)	(3)	(4)	(5)		
1						
2						
3						
4						
5						

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Ratio of Rs. 2 crore to US \$ 1 million shall be considered.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name and seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I
Form-7A

Abstract of other relevant assignment of the Applicant[#]
(Refer Clause 3.1.5)

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Professional fees^{##} received by the Applicant (in Rs. crore)	Date of Completion of Project	Whether PPP Project
(1)	(2)	(3)	(4)	(5)		
1						
2						
3						
4						
5						

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Ratio of Rs. 2 crore to US \$ 1 million shall be considered.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name and seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I**Form – 8**

Abstract of Eligible Assignments of Key Personnel^{@ \$}
(Refer Clause 3.1)

Sr. No.	Name of Project	Name of Client	Estimated Capital Cost of Project (in Rs. Crore/ US\$ million) #	Name of firm for which the key Personnel worked.	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent	Whether PPP Project
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

@ Use separate Form for each Key Personnel for Eligible Assignments

\$ In case of financial and legal experts, only those assignment shall be included where he has worked as team leader for the leader of the financial/legal team in the relevant assignment

Ratio of Rs. 2 Crore to US \$ 1 Million shall be considered.

APPENDIX-I

Form 8A

**Abstract of other relevant assignment of Key Personnel
(Refer Clause 3.1.5)**

Sr. No.	Name of Project	Name of Client	Estimated Capital Cost of Project (in Rs. Crore/ US\$ million) #	Name of firm for which the key Personnel worked.	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent	Whether PPP Project
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

@ Use separate Form for each Key Personnel

\$ In case of financial and legal experts, only those assignment shall be included where he has worked as team leader for the leader of the financial/legal team in the relevant assignment.

Ratio of Rs. 2 Crore to US \$ 1 Million shall be considered.

APPENDIX-I**Form-9****Eligible Assignments of Applicant**
(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Particulars of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million) #	
Payment received by the Applicant as professional fees (in Rs. crore) #	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Whether PPP Project	

Ratio of Rs. 2 crore to US \$ 1 million shall be considered.

Notes:

Use separate sheet for each Eligible Assignment.

APPENDIX-I**Form-9A****Other relevant assignments of Applicant**
(Refer Clause 3.1.5)

Name of Applicant:	
Name of the Project:	
Particulars of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million)#	
Payment received by the Applicant as professional fees (in Rs. crore) #	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Whether PPP Project	

Ratio of Rs. 2 crore to US \$ 1 million shall be considered.

Notes:

Use separate sheet for each assignment.

APPENDIX-I**Form- 10****Eligible Assignments of Key Personnel***(Refer Clause 3.1.4)*

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Particulars of the Project:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs crore or US\$ million)#	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Whether PPP Project	

Ratio of Rs. 2 crore to US \$ 1 million shall be considered

Notes:

1. Use separate sheet for each Eligible Assignment.
2. In the case of Financial / Legal Expert, only those Eligible Assignments shall be included where the Financial / Legal Expert worked as the Team Leader or the leader of the Financial / Legal Team in the relevant assignment.

APPENDIX-I**Form- 10A****Other relevant assignments of Key Personnel**
(Refer Clause 3.1.5)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Length in Kms. or other particulars:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs crore or US\$ million)#	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Whether PPP Project	

Ratio of Rs. 2 crore to US \$ 1 million shall be considered

Notes:

1. Use separate sheet for each assignment.
2. In the case of Financial / Legal Expert, only those Eligible Assignments shall be included where the Financial / Legal Expert worked as the Team Leader or the leader of the Financial / Legal Team in the relevant assignment

APPENDIX-I

Form- 11

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place -----	(Signature and name of the Key Personnel)
-------------	---

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I
Form- 12

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services

(Signature and name of the authorised signatory)

Notes:

1. The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 10, 10A and 11 of Appendix –I.
2. Use separate form for each Sub-Consultant.

APPENDIX-II
FINANCIAL PROPOSAL

Form-1
Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Sub:- Selection of Consultant for Financial and Transaction Advisory Services for development of Transmission System for evacuation of power from 2x250 MW extension unit at Satpura by construction of 400 KV Satpura –Ashta DCDS Line in the state of M.P. through PPP mode.

I/We, _____(Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 120 (one hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause – 2.1.3)

Form-2

Name of the Project:-

Sr. No.	Project Name / Description	Total Fee(Rs.)
1.	Financial and Transaction Advisory Services for Development of Transmission System for construction of 400 KV Satpura-Ashta DCDS transmission Line in the State of Madhya Pradesh.	
2.	Service Tax, if any (.....%)	
3.	Total	

Authorized Signature
Name
Designation
Name of firm
Address

Please Note:

1. Fee shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. The above quoted fee shall include all expenses such as various fees and out of pocket expenses, etc. to incurred by the Transaction Advisor to complete the assignment.
3. Service Tax as applicable shall be indicated separately. Any other statutory levies, if applicable due to change in law shall be payable extra subject to production of documentary evidence.
4. The Authority desires to avail facility of India Infrastructure Project Development Fund (IIPDF) to cover a portion of the cost of Transaction Adviser.

PROFORMA- I

Proforma for Bid Security Bank Guarantee

(To be executed on non-judicial stamp paper worth Rs. 250/- affixing revenue stamp worth Re. 1/-)

***Bank's Name, and Address of Issuing Branch or Office*.....**
Beneficiary: Madhya Pradesh Power Transmission Company Limited,
Block No.3, Shakti Bhawan, Rampur, Jabalpur.
Bank Guarantee No.:dateAmount.....

We have been informed that ***name of Applicant firm*** (hereinafter called "the Applicant") has submitted to you its offer dated (hereinafter called "the offer") for providing Transaction Advisory Services for Development of Transmission System for evacuation of power from 2x250 MW extension unit at Satpura by constructing 400 KV Satpura-Ashta DCDS transmission Line in M.P. under Tender Specification No. PTR- 02/2011.

Furthermore, we understand that, according to your conditions, offers must be supported by an Bid Security Bank guarantee.

(a) At the request of the Applicant, we ***name of Bank*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***amount in figures*** (***amount in words***) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the conditions of RFP.

(b) This guarantee shall be valid up to 31.12.2011.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

.....***Bank's seal and authorized signature(s)***.....

Note: All italicized text is for use in preparing this form and shall be deleted from the final document