



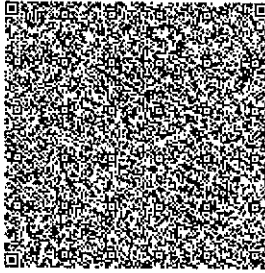
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA62203988805711N
 Certificate Issued Date : 18-May-2015 02:45 PM
 Account Reference : NONACC (FI)/ kabacsl08/ BANGALORE/ KA-BA
 Unique Doc. Reference : SUBIN-KAKABACSL0873995341695453N
 Purchased by : REC POWER DISTRIBUTION COMPANY LIMITED NEW DELHI
 Description of Document : Article 12 Bond
 Description : CONTRACT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REC POWER DISTRIBUTION COMPANY LIMITED NEW DELHI
 Second Party : BESCOM
 Stamp Duty Paid By : REC POWER DISTRIBUTION COMPANY LIMITED NEW DELHI
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

Authorized Signatory
For The Bangalore Advocates'
Co-operative Society Ltd.



Please write or type below this line

Agreement No. RECPDCL/BESCOM/DPR/14-15/ 970(A)

Dated : 16.06.2015.

This agreement has been executed at Bangalore on 16th day of June 2015 between REC Power Distribution Company Limited 1016-1023 10th floor, Devika Towers, Nehru Place New Delhi-110019, having Regd. Office: Core-4,SCOPE Complex,7 Lodhi Road, New Delhi-110003 acting through its authorized signatory (hereinafter referred to as the "RECPDCL") of one part and of Bangalore Electricity Supply Company Limited, a company formed and incorporated in India under the Companies act, 1956, with its registered office located at K. R. Circle, Bangalore-560001 Karnataka (hereinafter called the "BESCOM") of the other part.

सिग्नेचर

AJAY KUMAR/अजय कुमार
Chief Technical officer/मुख्य तकनीकी अधिकारी
REC Power Distribution Company Ltd.
आ.ई.सी. पावर डिस्ट्रीब्यूशन कंपनी लि.
(A Govt of India Enterprise/भारत सरकार का उद्यम
1016-1023, 10th Floor,
Devika Tower, Nehru Place, New Delhi-110019
1016-1023, 10वां मंजिल, देविका टावर, नेहरू प्लेस,
Statutory Alert: नई दिल्ली 110019

General Manager (Ele.)
Projects, Corporate Office,
BESCOM.

AND WHEREAS the RECPDCL has submitted the offer vide letter no. RECPDCL/TECH/BD/2014-15/1788 dated 05.01.2015 & subsequent letter no. RECPDCL/TECH/BD/2015-16/244 dated 05.05.2015 for DPR Preparation & Project Management Agency (PMA) under DDUGJY, IPDS & Departmental Schemes of Bangalore Electricity Supply Company Limited (BESCOM) and accepted vide letter no. BESCOM/GM(proj)/DGM/AGM/BC-14/15-16/201-206 Dated 15.04.2015 & letter no. BESCOM/GM(proj)/DGM/AGM/BC-14/15-16/505 Dated 16.05.2015 by BESCOM (copy of the letters are enclosed with this agreement as part & parcel of this agreement).

NOW THEREFORE THESE PRESENT WITNESSTH and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to the RECPDCL by the BESCOM as hereinafter mentioned the RECPDCL shall and will duly provide & maintain the said work of Preparation of DPR and PMA Services for Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY), Integrated Power Development Scheme (IPDS) and Departmental Scheme of BESCOM on the terms and conditions as mentioned below:

1. Scope of works

The detailed work scope of services shall be as under:

1.1 Assisting in formulation of Detailed project reports (DPRs) for IPDS Scheme:-

- a) Assisting in formulation of Detailed Project Report, latest approved schedule of rates for various item of work. DPRs will be formulated considering guidelines forwarded by the nodal agency time to time.

1.2 Preparation of Detailed project reports (DPRs) for DDUGJY Scheme:-

- a) Preparation of DPRs and submission online to nodal agency as per guidelines through BESCOM after certification of concerned SEs for 08 Districts of Bangalore Electricity Supply Company Limited as per the requirement of BESCOM, for laying Rural Electricity Infrastructure and electrification of RHH/BPL and electrification of villages/habitations based on physical survey.
- b) The field survey through GPS may be done covering all villages/habitations, i.e. habitations having population less than 100 only; their status shall be assessed in respect of Electrified, Partially Electrified and Un-Electrified habitations. SLD/data shall be provided for same.
- c) To cater the left out works in the habitations (un-electrified/de-electrified & partially electrified) towards energisation of habitations as per census 2011 to release the service connection to left out rural households & not covered under the survey of RGGVY earlier scheme.
- d) The location of existing (covering DT & HT), proposed infrastructure network (covering HT & DT) shall be assessed during survey, however other parameters shall also be assessed based on the acceptable records / documents /information provided by BESCOM, However feeder segregation covered under NJY State Govt. scheme shall not be covered in this DPR.
- e) Since record of habitations is not available with BESCOM, National Habitation Survey data (NHS) 2003 (http://164.100.194.23/habquery/sel_level.asp) will be referred for initiating the survey of the area.

- f) BPL households shall be covered as declared by Govt. of Karnataka and as provided by BESCO. Block-wise/village-wise/habitation-wise updated authenticated data about the BPL households shall be provided by BESCO in advance prior to take up the field survey work. Record of BPL, APL, ST & SC consumers already electrified shall be assessed during survey.
- g) Village under Saansad Adarsh Gram Yojana (SAGY) shall be surveyed in consultation with BESCO.

1.3 Monitoring and coordination of bidding process :

- a. Assist utilities in preparation of tender documents for appointment of turnkey contractor.
- b. Assist utilities in bidding process (including pre bid meetings etc) and technical evaluation of bids.
- c. Assist the utilities for placement of Letter of Award and related activities.

1.4 Project Planning and Implementation

- a. Assisting BESCO in preparation of detailed work implementation schedule (PERT) in association with turnkey contractor.
- b. Coordination & monitoring of project implementation activities.
- c. To monitor receipt and issue of materials by the contractor.
- d. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with utilities & Contractor.
- e. Supervision of flow of funds in dedicated bank account of projects.
- f. To verify creation of assets from asset register of the utility

1.5 Quality Monitoring

- a. To prepare a Quality Assurance (QA) Plan with the approval of the utility.
- b. Field quality inspection of ongoing/ completed works.
- c. Joint inspection (along with representative of state utility) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable).

1.6 MIS & Web Portal up-dation.

- a. Assisting utilities in timely up-dation of information on Web portal.
- b. Periodic reporting to the Project Management Cell of BESCO.

2. Time Schedule of the Project:

The total duration of the contract period would be Thirty Four (34) Calendar Months from the date of entering in to Agreement / date of award of work / receipt of advance payment / providing related documents whichever is later, shall be as below:

- 2.1 Three (3) Calendar Months for Preparation of Detailed Project Reports (DPRs) under DDUGJY, however 1 extra calendar month shall be provided if field survey required for DPR preparation under IPDS scheme.
- 2.2 Three (3) Calendar Months for bidding process.
- 2.3 Twenty Four (24) Calendar Months for Project Monitoring.
- 2.4 Four (4) Calendar Months for project closure

3. Financial Implication

3.1 Contract Fee:

The contract fee will be @1.75 % of the DPR cost submitted to Nodal officer i.e. GM(Project) BESCO as per joint survey conducted and verified by SEE's and approved by BESCO.


3.2 Payment Terms:

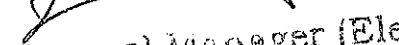
The fee would be payable in the following manner:

- a) 15 % of the estimated Consultancy Fee as an interest free mobilization advance on award of assignment as per NAD value(approx. 380 crores of DDUGJY and 350 crores of IPDS). Balance amount on account of difference in DPR cost (submitted to Nodal officer i.e. GM(Projects) BESCO after verification of concerned District SEE, BESCO) from tentative NAD cost whichever is higher shall be payable at stage (b).
- b) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCO after verification of concerned District SEE, BESCO) on pro rata linked with the no. of Districts for which DPRs are approved, plus the balance amount as referred above at stage (a) shall be released.
- c) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCO after verification of concerned District SEE, BESCO) shall be released on Finalization and Award of Contract.
- d) 40% of the Consultancy Fee shall be paid as under:
 - i. Fixed monthly payment @1/24 of 40% of the Consultancy Fee (of approved DPR cost submitted to Nodal officer i.e. GM (Projects) BESCO after verification of concerned District SEE, BESCO) shall be released on pro rata monthly basis.
- e) 5% of the Contract Fee (of approved DPR cost submitted to Nodal officer i.e. GM (Projects) BESCO after verification of concerned District SEE, BESCO) shall be released on physical completion of the project.

4. Other Conditions:

- a. In order to ensure smooth operations, the General Manager (projects) would be appointed by BESCO as a Nodal Officer for the assignment who will provide various inputs like details/data related to the assignment, approval of DPRs, etc. throughout the execution of the assignment.
- b. Wherever relevant Data/input required for the assignment, is not available from the BESCO, suitable assumptions would be made by the RECPDCL under intimation to the BESCO.


AJAY KUMAR/अजय कुमार
Chief Technical officer/मुख्य तकनीकी अधिकारी
REC Power Distribution Company Ltd.
आ.ई.पी. पावर डिस्ट्रीब्यूशन कंपनी लि.
(A Govt of India Enterprise/भारत सरकार का उद्यम)
1016-1023, 10th Floor,
Devilta Tower, Nehru Place, New Delhi-110019


General Manager (Ele.)
Projects, Corporate Office,
BESCO.

- c. If the anticipated information/facility/ decision is delayed from the BESCO, and the nature of inputs from the BESCO is such that it is essential for the continuation of the assignment, the BESCO and RECPDCL shall agree on how the affected part of the services shall be carried out.
- d. All payments would be made by the BESCO within 30 days from the date of invoice.
- e. In case of any dispute, the matter shall be mutually decided between MD, BESCO and CEO, RECPDCL, and such decisions shall be binding on both the parties.
- f. The RECPDCL would normally be required a prior notice of at least five working days for attending any meeting/discussion/hearing etc.
- g. The RECPDCL would not participate in any discussion/make presentations/offer justification with any other consulting agency/lender etc. apart from the BESCO.
- h. The charges mentioned in the proposal are exclusive of any taxes, service taxes and duties, WCT, statutory levies, etc. All taxes and duties including service tax shall be paid by BESCO. Variation in Taxes and duties and imposition of additional Statutory Levies, duties, taxes by Central / State Government or any other competent authority with prospective / retrospective effect shall be accordingly payable by BESCO. The prevailing service tax rate is 14 % as of now.
- i. Being very competitive rate, it would not be possible for us to submit Performance Security. Also, Being a wholly owned subsidiary of REC Ltd. (a Govt. of India Enterprise & " Navratna CPSU") under the Ministry of Power, the Performance Security requirement may please be dropped subsequently.
- j. If due to any reason or decision of the BESCO/the Govt./Regulator, the assignment is dropped or RECPDCL is directed to discontinue work, the "Drop Dead Fee" shall be paid to us as per above payment terms and claim already raised to the BESCO plus the sum of all liabilities and expenditure incurred, if any, relating to the assignment, till the point of calling off the assignment.
- k. Pre Dispatch Inspection at manufacturer's site will not be in scope of RECPDCL.
- l. Only one time preparation of Detailed Project Reports (DPRs) is covered in the present scope of work and NOFN DPR will not cover in present scope of work.
- m. The BESCO shall bear all statutory charges like the fee to be paid along with the applications/ petitions to be filed before the regulator, other agencies, stamp papers, affidavits, registration fee, agreements or contracts as also any expenditure towards any law suits etc., if any, and the RECPDCL shall in no way be responsible to bear either the charges or put in any extra effort in order to assist the BESCO in such activities relating to such law suits.
- n. Recommendations, suggestions of the RECPDCL for stages once accepted by the BESCO shall not be revisited or revised.

अजय

AJAY KUMAR/अजय कुमार
 Chief Technical officer/मुख्य तकनीकी अधिकारी
 REC Power Distribution Company Ltd.
 आ.ई.सी. पावर डिस्ट्रीब्यूशन कम्पनी लि.
 (A Govt of India Enterprise/भारत सरकार का उद्यम)
 1016-1023, 10th Floor,
 Devika Tower, Nehru Place, New Delhi-110019
 1016-1023 10वीं मंजिल, देविका टावर, नेहरू प्लेस,


 General Manager (Ele.,)
 Projects, Corporate Office,
 BESCO.

- o. The RECPDCL would follow its own procedures/systems for all the activities relating to the assignment including appointment of Sub-RECPDCLs, engaging other agencies for any purpose/activities related to the assignment.
- p. The RECPDCL will not be obliged to hold or participate in any interaction with Unions, Associations etc. related to any aspect of this assignment or otherwise. All the interactions related to data will be done with the Nodal Officer.
- q. RECPDCL's services shall be purely advisory in nature including all documents and recommendations and RECPDCL shall in no way be responsible or hold any liability for any disputes, lawsuits and or consequential loss, damages to either the BESCOM or any other party in any manner whatsoever.
- r. In case of addition to the agreed scope of work or the assignment being delayed beyond the stated completion period due to reasons not directly attributable to the RECPDCL, the RECPDCL would be charging, in addition to the above mentioned Consultancy fee, efforts put in by RECPDCL manpower @ Rs.35,000/- per manday (plus Taxes as applicable) and out-of-pocket expenses (i.e. cost of Travel, stay, DA, Local conveyance etc. as per RECPDCL's entitlements) incurred in connection with the assignment on actuals, as certified by RECPDCL or as may be mutually agreed between the BESCOM and the RECPDCL.

5. Documents to be provided by BESCOM

- a) Block-wise/Gram Panchayat wise available capacity of GSS (220/110/66/33/11KV) along with feeder details and up line as per requirement shall be provided by BESCOM.
- b) Block-wise/village-wise/habitation-wise updated authenticated data about the BPL/RHH households electrified and unelectrified.
- c) Updated and latest schedule of rates for various item of work shall be provided by BESCOM.
- d) List of Block-wise/village-wise/Habitations name having less than 100 populations, offgrid electrification required Village/habitation and SAGY Villages.
- e) Authenticated RE Data District-Wise/Block-wise/village-wise/Habitations for provide connection to RHH/BPL having population more than 100.
- f) Metering Data for feeder meter, Boundary meter and DTC meter for energy accounting.
- g) RAPDRP part B DPR and also IPDS 40 town DPR.

6. Extension of Period of Assignment:

Extension of time schedule as referred in clause no. 2 above may be considered. In case the project work is extended beyond contract period in the event of delay(s) not attributable to RECPDCL, BESCOM may consider for payment of contract fees on mutually agreed terms.

अजय

AJAY KUMAR/अजय कुमार
Chief Technical officer/मुख्य तकनीकी अधिकारी
REC Power Distribution Company Ltd.
आ.ई.सी. पावर डिस्ट्रिब्यूशन कंपनी लि.
(A Govt. of India Enterprise/एन.टी.ए. कंपनी का उद्यम
1013 1024 1035 1046 1057 1068 1079 1090 1101 1112 1123 1134 1145 1156 1167 1178 1189 1200 1211 1222 1233 1244 1255 1266 1277 1288 1299 1310 1321 1332 1343 1354 1365 1376 1387 1398 1409 1420 1431 1442 1453 1464 1475 1486 1497 1508 1519 1530 1541 1552 1563 1574 1585 1596 1607 1618 1629 1640 1651 1662 1673 1684 1695 1706 1717 1728 1739 1750 1761 1772 1783 1794 1805 1816 1827 1838 1849 1860 1871 1882 1893 1904 1915 1926 1937 1948 1959 1970 1981 1992 2003 2014 2025 2036 2047 2058 2069 2080 2091 2102 2113 2124 2135 2146 2157 2168 2179 2190 2201 2212 2223 2234 2245 2256 2267 2278 2289 2300 2311 2322 2333 2344 2355 2366 2377 2388 2399 2410 2421 2432 2443 2454 2465 2476 2487 2498 2509 2520 2531 2542 2553 2564 2575 2586 2597 2608 2619 2630 2641 2652 2663 2674 2685 2696 2707 2718 2729 2740 2751 2762 2773 2784 2795 2806 2817 2828 2839 2850 2861 2872 2883 2894 2905 2916 2927 2938 2949 2960 2971 2982 2993 3004 3015 3026 3037 3048 3059 3070 3081 3092 3103 3114 3125 3136 3147 3158 3169 3180 3191 3202 3213 3224 3235 3246 3257 3268 3279 3290 3301 3312 3323 3334 3345 3356 3367 3378 3389 3400 3411 3422 3433 3444 3455 3466 3477 3488 3499 3510 3521 3532 3543 3554 3565 3576 3587 3598 3609 3620 3631 3642 3653 3664 3675 3686 3697 3708 3719 3730 3741 3752 3763 3774 3785 3796 3807 3818 3829 3840 3851 3862 3873 3884 3895 3906 3917 3928 3939 3950 3961 3972 3983 3994 4005 4016 4027 4038 4049 4060 4071 4082 4093 4104 4115 4126 4137 4148 4159 4170 4181 4192 4203 4214 4225 4236 4247 4258 4269 4280 4291 4302 4313 4324 4335 4346 4357 4368 4379 4390 4401 4412 4423 4434 4445 4456 4467 4478 4489 4500 4511 4522 4533 4544 4555 4566 4577 4588 4599 4610 4621 4632 4643 4654 4665 4676 4687 4698 4709 4720 4731 4742 4753 4764 4775 4786 4797 4808 4819 4830 4841 4852 4863 4874 4885 4896 4907 4918 4929 4940 4951 4962 4973 4984 4995 5006 5017 5028 5039 5050 5061 5072 5083 5094 5105 5116 5127 5138 5149 5160 5171 5182 5193 5204 5215 5226 5237 5248 5259 5270 5281 5292 5303 5314 5325 5336 5347 5358 5369 5380 5391 5402 5413 5424 5435 5446 5457 5468 5479 5490 5501 5512 5523 5534 5545 5556 5567 5578 5589 5600 5611 5622 5633 5644 5655 5666 5677 5688 5699 5710 5721 5732 5743 5754 5765 5776 5787 5798 5809 5820 5831 5842 5853 5864 5875 5886 5897 5908 5919 5930 5941 5952 5963 5974 5985 5996 6007 6018 6029 6040 6051 6062 6073 6084 6095 6106 6117 6128 6139 6150 6161 6172 6183 6194 6205 6216 6227 6238 6249 6260 6271 6282 6293 6304 6315 6326 6337 6348 6359 6370 6381 6392 6403 6414 6425 6436 6447 6458 6469 6480 6491 6502 6513 6524 6535 6546 6557 6568 6579 6590 6601 6612 6623 6634 6645 6656 6667 6678 6689 6700 6711 6722 6733 6744 6755 6766 6777 6788 6799 6810 6821 6832 6843 6854 6865 6876 6887 6898 6909 6920 6931 6942 6953 6964 6975 6986 6997 7008 7019 7030 7041 7052 7063 7074 7085 7096 7107 7118 7129 7140 7151 7162 7173 7184 7195 7206 7217 7228 7239 7250 7261 7272 7283 7294 7305 7316 7327 7338 7349 7360 7371 7382 7393 7404 7415 7426 7437 7448 7459 7470 7481 7492 7503 7514 7525 7536 7547 7558 7569 7580 7591 7602 7613 7624 7635 7646 7657 7668 7679 7690 7701 7712 7723 7734 7745 7756 7767 7778 7789 7800 7811 7822 7833 7844 7855 7866 7877 7888 7899 7910 7921 7932 7943 7954 7965 7976 7987 7998 8009 8020 8031 8042 8053 8064 8075 8086 8097 8108 8119 8130 8141 8152 8163 8174 8185 8196 8207 8218 8229 8240 8251 8262 8273 8284 8295 8306 8317 8328 8339 8350 8361 8372 8383 8394 8405 8416 8427 8438 8449 8460 8471 8482 8493 8504 8515 8526 8537 8548 8559 8570 8581 8592 8603 8614 8625 8636 8647 8658 8669 8680 8691 8702 8713 8724 8735 8746 8757 8768 8779 8790 8801 8812 8823 8834 8845 8856 8867 8878 8889 8900 8911 8922 8933 8944 8955 8966 8977 8988 8999 9010 9021 9032 9043 9054 9065 9076 9087 9098 9109 9120 9131 9142 9153 9164 9175 9186 9197 9208 9219 9230 9241 9252 9263 9274 9285 9296 9307 9318 9329 9340 9351 9362 9373 9384 9395 9406 9417 9428 9439 9450 9461 9472 9483 9494 9505 9516 9527 9538 9549 9560 9571 9582 9593 9604 9615 9626 9637 9648 9659 9670 9681 9692 9703 9714 9725 9736 9747 9758 9769 9780 9791 9802 9813 9824 9835 9846 9857 9868 9879 9890 9901 9912 9923 9934 9945 9956 9967 9978 9989 10000

General Manager (Ele.)
Corporate Office

7. Settlement of Dispute and Legal Jurisdiction:

Any dispute(s) or difference(s) arising out of in connection with this contract shall to all extent possible, be settled amicable through mutual discussion at appropriate level of BESCOM and RECPDCL good offices. The law applicable to the contract shall be the law in force in India. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising out under this contract.

8. Force Majeure:

RECPDCL shall not be considered in default if delay in completion of works and services occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes(other than contractor's employees strike), fire, frost, floods, riots and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Majeure. A notification to this effect duly certified by statutory authorities shall be given by RECPDCL to BESCOM within 7(Seven) days. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated.

9. Termination:

BESCOM in consultation with RECPDCL can terminate the agreement by giving notice of one month with reasons and justifications including period to improve the services to the RECPDCL in the event of their failure as per the mutually agreed terms and conditions between the parties. Failure on the part of BESCOM to make payment to RECPDCL in consultation with BESCOM, in accordance with this agreement shall be considered cause for termination (or) cause for suspension of service by RECPDCL. Settlement of the consultancy fee payable to RECPDCL after examination & having discussions on work completed till notice period shall be done by BESCOM.

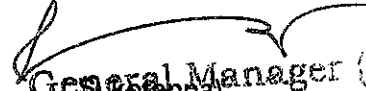
10. Agreement:

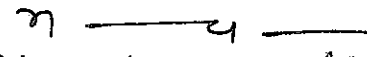
Two Original Copies agreement are being executed, one will be retained by REC PDCL & another by BESCOM.

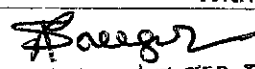
IN WITNESS WHERE OF THE PARTIES HAVE SCRIBED THEIR RESEPECTIVE HANDS ON THESE COVENANTS ON THE DAY AND YEAR HERE IN AFORE MENTIONED:

For REC Power Distribution Company Ltd. For Bangalore Electricity Supply Company Ltd.


(Ajay Kumar)
Chief Technical Officer
REC Power Distribution Company Ltd.
आ.ई.सी. पावर डिस्ट्रीब्यूशन कम्पनी लि.
(A Govt. of India Enterprise/भारत सरकार का उद्यम)
Devi's Tower, Nehru Place, New Delhi-110019
1016-1023, 10th Floor, 10th Floor, नेहरू प्लेस, नई दिल्ली-110019


General Manager (Projects)
GM (Project)
Projects, Corporate Office,
BESCOM.

In the presence of

Mary Kew Gubelt
SR Project Manager, RECPDCL

Witness

ಬಾಳಗೌಡ
ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಎ)
ಬೆಂಗಳೂರು, ಬಿ.ಎ.ಕೆ., ಕೆ.ಆರ್. ವೃತ್ತ
ಬೆಂಗಳೂರು - 560 001.

Appointment of PMA for DDUGJY and IPDS – Reg

gmprojects

Sent: Friday, June 19, 2015 1:11 PM

To: MDBESCOM

Cc: dtbescom

Sub: Appointment of PMA for DDUGJY and IPDS – Reg.**Ref:** Mail dated 16.06.2015.

Respected sir,

In continuation to the trailing mail dated 16.06.2015 and as discussed yesterday morning regarding change of payment terms in the MoU draft approved earlier, I am here with attaching the MoU executed with West Bengal State Electricity Distribution Company Ltd., by M/s RECPDCL for kind perusal. The details of comparison in payment terms is as follows,

As draft approved	RECPDCL request for change in payment terms.	MoU Executed with West Bengal State Electricity Distribution Company Ltd., by M/s RECPDCL
<p>3.1 Contract Fee: The contract fee will be @1.75 % of the DPR cost submitted to Nodal officer i.e. GM(Project) BESCOM as per joint survey conducted and verified by SEE's and approved by BESCOM.</p> <p>3.2 Payment Terms: The fee would be payable in the following manner:</p> <p>a) 15 % of the estimated Consultancy Fee as an interest free mobilization advance on award of assignment as per NAD value(approx. 380 crores of DDUGJY and 350 crores of IPDS). Balance amount on account of difference in DPR cost (submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) from tentative NAD cost whichever is higher shall</p>	<p>3.1 Contract Fee: The contract fee will be @1.75 % of the DPR cost submitted to Nodal officer i.e. GM(Project) BESCOM as per joint survey conducted and verified by SEE's and approved by BESCOM.</p> <p>3.2 Payment Terms: The fee would be payable in the following manner:</p> <p>15 % of the estimated Consultancy Fee as an interest free mobilization advance on award of assignment as per NAD value(approx. 380 crores of DDUGJY and 350 crores of IPDS). Balance amount on account of difference in DPR cost (submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) from tentative NAD cost whichever is higher shall be payable at stage (b).</p>	<p>Payment Terms:</p> <p>Payment of contract fees will be in the following manner</p> <p>a) 20% (Twenty percent) of the estimated contract fee with full adjustment of Mobilization Advance shall be released on submission of draft DPRs (pro rata linked with the no. of Districts for which DPRs are submitted). Balance amount on account of difference in total Project Cost as per approved DPR from sanctioned project cost shall be payable at stage (b), after adjustment of balance amount of Mobilisation Advance based on District wise approved project cost.</p> <p>b) 5% (Five percent) of the contract fee (an approved District wise Project Cost as per approved DPR) shall be released on approval of DPRs from Monitoring Committee (pro rata linked with the no.</p>

- | | | |
|--|--|--|
| <p>be payable at stage (b).</p> <p>b) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) on pro rata linked with the no. of Districts for which DPRs are approved, plus the balance amount as referred above at stage (a) shall be released.</p> <p>c) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on Finalization and Award of Contract.</p> <p>d) 35% of the Consultancy Fee shall be paid as under:</p> <p>i. Fixed monthly payment @1/24 of 35% of the Consultancy Fee (of approved DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on pro rata monthly basis.</p> <p>e) 10% of the Contract Fee (of approved DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on physical completion of the project.</p> | <p>b) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) on pro rata linked with the no. of Districts for which DPRs are approved, plus the balance amount as referred above at stage (a) shall be released.</p> <p>c) 20 % of the Consultancy Fee (of DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on Finalization and Award of Contract.</p> <p>d) 40% of the Consultancy Fee shall be paid as under:</p> <p>i. Fixed monthly payment @1/24 of 40% of the Consultancy Fee (of approved DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on pro rata monthly basis.</p> <p>e) 5% of the Contract Fee (of approved DPR cost submitted to Nodal officer i.e. GM(Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on physical completion of the project</p> | <p>of Districts for which DPRs are approved) plus/minus the balance amount as referred above at stage (a) and "Mobilisation Advance" clause shall be released.</p> <p>c) 5% (five percent) of the contract fee (on total Project Cost as per approved DPR) shall be released on finalization of tender documents and issuance of NITs.</p> <p>d) 5% (Five percent) of the contract fee (on total Project Cost as per approved DPR) shall be released on finalization and award of contract.</p> <p>e) 60% (sixty percent) of the contract fee shall be paid in two component:</p> <p>i. Fixed monthly payment @ 1/24 of 30% of contract fee (on total Project cost as per approved DPR) shall be released on monthly basis after award of contract on turnkey agency.</p> <p>ii. Balance 30% of the contract fee (total project cost as per approved DPR) shall be released pro rata linked with the disbursements for the project (for every 10% disbursement 3% of consultancy fee).</p> <p>f) 3% (Three percent) of the contract fee (on total project cost as per approved DPR) shall be released on physical completion of the project.</p> <p>g) Balance 2% (Two percent) of the contract fee (on total project cost as per approved DPR) shall be released on final closure of the contracts.</p> |
|--|--|--|

		pro rata monthly basis.	
2	3 (e)	10% of the Contract Fee (of approved DPR cost submitted to Nodal officer i.e. GM (Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on physical completion of the project.	05% of the Contract Fee (of approved DPR cost submitted to Nodal officer i.e. GM (Projects) BESCOM after verification of concerned District SEE, BESCOM) shall be released on physical completion of the project.

All other terms & conditions were agreed by M/s RECPDCL.

Above is for perusal and if approved necessary changes in the payment terms will be modified and MoU will be executed as per the directions.

With regards,

(Koteppa S)
General Manager (Ele.,)
Projects, BESCOM.