



M.P.MADHYA KSHETRA VIDYUT VITARAN CO. LTD.

(Govt. of M.P.Undertaking)

NISHTHA PARISAR, BIJLINAGAR, GOVINDPURA, BHOPAL-462023

Website: - www.mpcz.co.in

CIN No. U40109MP2002SGC015119

Phone: 0755 2602033-36 Fax: 2589821 E-mail rapdrbpl@gmail.com

No. MD/MK/RAPDRP-B/1228

Bhopal, dated: 08 /01/15

To,

PFC Consulting Ltd.,
1st Floor Urjanidhi, 1 Barakhamba Lane,
Connaught Place,
New Delhi -110001

Email-pfcconsulting@pfc.delhi.nic.in

Sub: Award for appointment of Project Management Agency for providing assistance for implementation of Integrated Power Development Scheme (IPDS) under 8 Districts of Gwalior Region of MPMKVVCL.

Ref: Your proposal Letter No. 02/MKT/14/BD/Com. dated 22.12.2014.

This office is pleased to appoint you as the Project Management Agency (PMA) for assisting MPMKVVCL in implementation of Integrated Power Development Scheme (IPDS) for Urban Areas in 8 Districts of Gwalior Region.

The Terms and conditions for Project Management Agency of **INTEGRATED POWER DEVELOPMENT SCHEME (IPDS)** for urban areas in 8 districts (Guna, Shivpuri, Sheopur, Morena, Bhind, Gwalior, Datia & Ashoknagar) of Gwalior Region of MPMKVVCL are given in the succeeding paras hereunder.

1.1. BACKGROUND OF SCHEME

Ministry of Power, GoI has launched Integrated Power Development Scheme (IPDS) for the Urban Areas with the following components:-

- (i) Strengthening of Sub-transmission and Distribution network in urban areas including provisioning of solar panels on Govt. buildings with Net-metering.
- (ii) Metering of Feeders/Distribution Transformers/Consumers in urban areas and ,
- (iii) IT enablement of distribution sector and strengthening of distribution network, as per CCEA approval dated 21.06.2013 for completion of the targets laid down under R-APDRP for 12th and 13th Plans by subsuming R-APDRP in IPDS and carrying forward the approved outlay for R-APDRP to IPDS.

1.2. SCOPE OF WORK IN THE SCHEME

The scope of work for the assignment is as follows:

1.2.1. Preparation of Need Assessment Document (NAD)

1.2.2. Preparation of Detailed Project Reports (DPRs)

- a. Preparation of Detailed Project Reports (DPRs) for urban areas based on detailed field survey and latest approved schedule of rates for various items of work as per the guidelines laid down by Ministry of Power, Gol.
- b. DPRs will be prepared considering all relevant parameters such as consumer mix, consumption pattern, voltage regulation, AT&C loss level, HT & LT ratio, optimum loading of transformers & feeders/ lines, reactive power management, power factor improvement etc.
- c. Assistance in approval of DPRs by the Monitoring Committee

1.2.3. Project Management Agency (PMA) services for monitoring and ensuring timely implementation of the project. As the detailed Guidelines for the scheme are not yet issued, the scope of services as PMA shall be as defined in the Guidelines for the scheme by MoP, Gol to be issued in near future.

However, broad indicative scope of services as a PMA shall be as below and same will be substituted by the scope of PMA as defined in the Guidelines to be issued by MoP, Gol:

- i. Monitoring and coordination of bidding process
 - a. Assisting utilities in preparation of Tender documents for appointment of Turnkey contractor
 - b. Assisting utilities in bidding process (including pre bid meetings etc) and Technical Evaluation of Bids
 - c. Assisting the utilities for placement of Letter of Award and related activities.
 - d. Preparing replies to queries raised by prospective bidders in Pre-bid conference and other forums.
- ii. Project Planning and Implementation
 - a. Assisting Discoms 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. Scrutinising of vendor approval cases as forwarded to them by utility for materials related to the scheme.
 - f. Provide assistance to utility in exercising strict financial contract vis-a-vis physical progress and assist utility in capitalisation of assets so created in phases.
 - g. Undertake site supervision to check project quality, time schedule, ensure implementation in accordance with the approved drawings, technical specifications.

- h. To undertake measurement and recording thereof in measurement books including verification with respect to BOQ and verification of invoices raised by the contractors.
 - i. Supervision of flow of funds in dedicated bank account of projects (making claims etc and follow up action).
 - j. Handholding the utility in preparation of folders/information for Central Govt./State Govt./Regulator/Various committee meetings related to project.
 - k. Assisting utility in all legal cases & issues related to the project.
 - l. Preparing replies on behalf of utility for Audit Half Margins, Audit Enquiry & other queries related to project.
- iii. 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)
- iv. MIS & Web Portal updation
- a. Assisting utilities in timely updation of information on Web portal
 - b. Periodic reporting to the Project Management Cell of Discom
- v. Coordination with Nodal Agency/ MoP and any other works as may be required to achieve the objectives of the scheme

1.3. PERIOD OF ASSIGNMENT

The total duration of the assignment would be Thirty Six (36) Calendar Months from the signing of Agreement which includes;

- i. One (1) month for NAD preparation
- ii. Four (4) months for DPR preparation
 - a. Two (2) months for baseline data collection for DPR preparation
 - b. Two (2) months for DPR preparation
- iii. Three (3) months for Award of Contract
- iv. Twenty Four (24) months for Project monitoring as a Project Management Agency (PMA)
- v. Four (4) months for Project Closure.

1.4. CONSULTANCY FEE

The total consultancy fee for the assignment would be 1.5% (One point Five percent) of the aggregate Project Costs of approved DPRs plus Service Tax and Educational Cess as applicable rates on date(s) of payment(s) and any other Taxes, duties etc., as may be applicable.

The estimated Consultancy Fee is Rs 6.75 crore based on the aggregate tentative cost of Projects of the DPRs at Rs. 450 Crore. However, the Final Fee would be decided only after the finalisation of the approved DPRs and the specific guidelines issued by MoP.

1.5. PAYMENT TERMS

The fee would be payable in the following manner:

- a) 10% (Ten percent) of the estimated Consultancy Fee on award of assignment. Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (c).
- b) 10% (Ten percent) of the estimated Consultancy Fee 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 approved DPR cost from tentative DPR cost shall be payable at stage (c).
- c) 5% (Five percent) of the Consultancy Fee (on approved DPR amount) shall be released on approval of DPRs from Monitoring Committee (pro rata linked with the no. of Districts for which DPRs are approved) plus the balance amount as referred above at stage (a) and (b) shall be released.
- d) 5% (Five percent) of the Consultancy Fee (on approved DPR amount) shall be released on Finalization of Tender documents and issuance of NITs.
- e) 5% (Five percent) of the Consultancy Fee (on approved DPR amount) shall be released on Finalization and Award of Contract.
- f) 60% of the Consultancy Fee shall be paid in two components
 - i. Fixed monthly payment @1/24 of 30% of the Consultancy Fee (on approved DPR) shall be released on monthly basis
 - ii. Balance 30% of the Consultancy Fee (on approved DPR) shall be released on pro rata basis linked with the disbursements for the Project. (Every 10% disbursement: 3% of consultancy fee)
- g) 5% of the Consultancy Fee (on approved DPR amount) shall be released on Final closure of the contracts.

1.6. EXTENSION OF PERIOD OF ASSIGNMENT

Service period of the Contract will be defined as 36 months from the date of signing of Agreement. In case the project exceeds beyond 36 months period because of reasons not attributable to PMA, MPMKVVCL shall continue to pay fixed monthly as mentioned at para 1.5 (f) i above for each extension of each month or part thereof.

1.7. DROP DEAD FEE

If due to any reason or decision of the MPMKVVCL/the Govt./Regulator, the assignment is dropped or PMA is directed to discontinue work, the Drop Dead Fee would be the payments received by PMA and the claims already raised to the MPMKVVCL plus the sum of all liabilities

and expenditure incurred, if any, relating to the assignment, till the point of calling off the assignment or as may be mutually agreed between the MPMKVVCL and consultant.

1.8. OTHER TERMS & CONDITIONS

- a) Consultant will prepare Detailed Project Report based on the survey carried out by them and information collected from MPMKVVCL till the satisfaction of MPMKVVCL.
- b) The MPMKVVCL shall, so as not to delay the services and within a reasonable time, provide to the PMA free of cost information/data, or arrange for such information as may be required to provide the services for the subject assignment.
- c) In order to ensure smooth operations, Nodal Officer will be appointed in each Regional headquarter and Circle headquarter for the assignment who will provide various inputs like accounts data etc. throughout the execution of the assignment.
- d) The Consultant 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.
- e) PMA's services shall be purely advisory in nature including all documents and recommendations and PMA shall in no way be responsible or hold any liability for any disputes, lawsuits and or consequential loss, damages to either MPMKVVCL or any other party in any manner whatsoever.
- f) The Consultant will not use the documents/information and other data received from MPMKVVCL for any other purpose and the same will not be disclosed to any other person except to the extent required and utmost secrecy will be maintained.
- g) Wherever relevant Data/input required for the assignment, is not available from the MPMKVVCL, suitable assumptions would be made by the Consultant under intimation to the MPMKVVCL.
- h) If the anticipated information/facility/ decision is delayed from MPMKVVCL, and the nature of inputs from MPMKVVCL is such that it is essential for the continuation of the assignment, MPMKVVCL and Consultant shall agree on how the affected part of the services shall be carried out.
- i) Once the advice/recommendations of the PMA are accepted by MPMKVVCL or the MPMKVVCL decides to ignore the advice i.e. acts in a manner not consistent with the advice of the Consultant or the Consultant is directed otherwise, the Consultant shall in no way be responsible or hold any liability for any disputes/legal cases and or consequential loss, damages to either MPMKVVCL or any other party in any manner whatsoever.
- j) The MPMKVVCL 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 PMA shall in no way be responsible to bear either the charges or put in any extra effort in order to assist the MPMKVVCL in such activities relating to such law suits. All the stamp paper /notarization fee required to pay for the contract executed between the MPMKVVCL and consultant shall be borne by consultant.

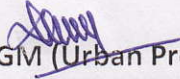
- k) The PMA would follow its own procedures/systems for all the activities relating to the assignment including appointment of Sub-Consultants, engaging other agencies for any purpose/activities related to the assignment.
- l) Recommendations, suggestions of the PMA for stages once accepted by the MPMKVVCL (including as per clause (i) above, shall not be revisited or revised due to any change in the views of the MPMKVVCL or Govt.
- m) The PMA would not participate in any discussion/make presentations/offer justification with any other consulting agency/lender etc. apart from the MPMKVVCL.
- n) The PMA reserves the right to appoint Sub Consultant(s) for the assignment for which no charges shall be levied to the MPMKVVCL and the responsibility for the assignment will continue to be that of original consultant.
- o) The PMA would normally require a prior notice of at least **two working days** for attending any meeting/discussion/hearing etc.
- p) All payments would be made by the MPMKVVCL within 30 days from the date of PMA claiming the same.
- q) In case of any dispute, the matter shall be mutually decided between MD, MPMKVVCL and CEO, consultant, and such decisions shall be binding on both the parties.
- r) Any terms, conditions, responsibility, duties, disbursement procedure, Fee changed by Gol /GoMP shall be applicable.
- s) The PMA shall execute service level agreement with MPMKVVCL for deduction of penalties for delay in deliverables and bill shall be decided within 10 days from the date of submission. If bill is not passed in 10 days, Rs.1000/- per day per default maximum up to Rs.10, 000/- for each default shall be charged.

o/c
Tripathi
Dy. CGM (Urban Project)
Corporate Office, MPMKVVCL, Bhopal
08-01-15

Copy to:

1. The OSD, Government of MP, Energy Department, Vallabh Bhawan, Bhopal.
2. The Director Commercial O/o MD, MPMKVVCL, Bhopal.
3. The Chief Financial Officer O/o MD, MPMKVVCL, Bhopal.
4. The Chief General Manger (W&P) O/o MD, MPMKVVCL, Bhopal.
5. The Chief General Manager (BR/GR), MPMKVVCL, Bhopal, Gwalior.

6. The Chief General Manager (R&P), O/o MD, MPMKVVCL, Bhopal.
7. The General Manager City/O&M Circle, MPMKVVCL, Bhopal/Guna/Shivpuri/Sheopur/Morena/Bhind/Gwalior/Datia/Ashoknagar – for information and needful action please.


Dy. CGM (Urban Project)
Corporate Office, MPMKVVCL, Bhopal