



**MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED**  
(Regd. Office: Secured Building Complex, 3<sup>rd</sup> Floor, A.T Line, North AOC  
Imphal West, Manipur – 795001)

No.2/36(PMA)/2015-MSPDCL-TECH/ 3252-85

Imphal, the 29<sup>th</sup> Feb., 2016

To,

**M/S REC Power Distribution Company Ltd.,  
(A Govt. of India Undertaking)  
1016-1023, 10<sup>th</sup> Floor, Devika Tower,  
Nehru Place, New Delhi- 110 019**

Sub:- Letter of Award (LOA) for appointment of "Project Management Agency (PMA)" for a period 2 (two) years for implementation Integrated Power Development Scheme (IPDS) in 12 (Twelve) towns of Manipur namely Imphal, La mshang, Sugnu, Wangjing, Heirok, Yairipok, Jiribam, Tamenglong, Sekmai, Ukhrul, Kangpokpi and Wangoi.

Ref:- 1. NIT No.2/36(PMA)/2015-MSPDCL-TECH dated 08/10/2015.  
2. Your letter No. RECPDCL/Tech/BD/2015-16/3334, dated 16/02/2016.  
3. Govt. letter No. 1/13/2015-Power dated 29/2/2016

Sir,

With reference to above, we are pleased to accept your offer cited above and award you the contract for appointment of "Project Management Agency (PMA)" for a period 2 (two) years for implementation of IPDS in 12 (Twelve) towns of Manipur namely Imphal, Lamshang, Sugnu, Wangjing, Heirok, Yairipok, Jiribam, Tamenglong, Sekmai, Ukhrul, Kangpokpi and Wangoi.

Sl. No	Name of Scheme	Award Cost (Rupees in Lakhs)	Percentage	Amount (Rupees in Lakhs)
A	IPDS		1.75% of the Project Cost	226.00
	Implementation of IPDS Project of 12 Towns	12,943.00		

Excluding Service tax which is payable as per actual.

You are required to assist the Utility in ensuring timely implementation of the project and progress of IPDS schemes as per Guidelines of the scheme

**TERMS AND CONDITIONS**

- 1. Contract Price:** The total contract price for the said work in Indian Rupees shall be @ 1.75% (One point seven five percent) of the total cost of IPDS Project of 12 Towns in Manipur.
- 2. Taxes & Duties:** The Prices are inclusive of all applicable taxes and duties and excluding service tax which is payable as per actual.
- 3. Scope of Work:** The detailed scope of works to be taken up for the scheme are as follows:

Contd. P/2

I. 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 to turn key contractors.

II. Project Planning and Implementation

- a) Assisting MSPDCL in preparation of detailed work implementation schedule (PERT) in association with turnkey contractor.
- b) Assisting MSPDCL in preparation of Power Point Presentations (PPT) on work progresses for all meetings held at Utility/State/PFC/MoP level.
- c) Coordination and monitoring of project implementation activities.
- d) To monitor DPR wise monthly physical and financial progress report of the scheme, prepare a consolidated report & submit to Utility for onward submission to nodal agency.
- e) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with Utilities & Contractor.
- f) To suggest MSPDCL on the best practices followed in development of the power distribution system.
- g) To assist Utilities to verify creation of assets from asset register of the Utility.
- h) Recommend the claim of the Utility for timely release of funds from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress & constraints if any for timely completion of project.
- i) Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines.
- j) To assist Utility in supervision of flow of funds in dedicated bank account of projects.
- k) To monitor receipt and issue of materials by the contractor.

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 manufacturer's site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable). It is compulsory for both MSPDCL and RECPDCL.

IV. MIS & Web Portal up-dation

- a) Assisting Utilities in timely updation of information on Utility / Nodal agency Web portal.
- b) Reporting on day-to-day activities by End of Day (EOD) to the Project Monitoring Unit of MSPDCL.
- c) Compilation & analysis of Utility level AT&C data on quarterly basis.
- d) Any other works as may be required to achieve the objectives of the scheme.

- V. PMA has to establish their offices (office registration shall be acknowledged within 30 days from the date of signing of agreement) including deployment of requisite manpower, vehicles and other infrastructure at Utility headquarter on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure smooth interface with the Utility and contractor for day to day affairs.

- i) The minimum manpower and educational qualifications of the key staff professional to be deployed full time on-site by RECPCL/sub-consultant of RECPDCL shall be as follows:-

Sl. No.	Team Composition	Number of Persons	Required Qualification
1	Project Manager (Project leader for the assignment)	1	Graduated in Electrical Engineering (or equivalent). At least 10 years' experience in the power distribution system in India, with experience in quality management in power distribution works, should have excellent project management, reporting skills and interpersonal skills sound experience as team leader in project management of a sizeable team composing national experts plus financial management experience (at Corporate Office).
2	Site Engineer (Electrical)	3	Graduated in Electrical Engineering (or equivalent). At least 5 years' field experience in the power distribution system in India, with experience in quality management in power distribution works
3	MIS consultant	1	MBA/Graduate Engineer in Electrical with 2 years' experience in Power Distribution Sector (at Corporate Office). Excellent analytical and MS Office (Word, Excel, Power Point) skills.

VI. Coordination with Nodal Agency/MoP and any other works as may be required to achieve the objectives of the scheme.

**4. Terms of Payment:** The terms of payment is as under:-

- i) **Advance Payment:-** 10% of the order Value to be paid as advance payment shall be interest bearing @ 9% per annum effective from the day on which advance payment is made against Bank Guarantee of equivalent amount from a Nationalized Bank/ Scheduled Bank having its branch at Imphal preferably State Bank of India drawn in favour of Managing Director, MSPDCL. The advance money so paid shall be adjusted on pro-rata basis as the services are made and the value of Bank Guarantee shall also be reduced/adjusted proportionately.
- ii) 85% of the consultancy fee shall be paid in fixed monthly payment @ 1/24 of 85 % of contract value shall be released on monthly basis after award of contract to turn key firm.
- iii) 5% of the consultancy fee (of Approved DPR amount) shall be released on Final report and after release of final instalment of fund from REC Ltd./PFC of the project.

**5. Period of Contract:** The contract period shall be of 2 (two) years (subject to completion of the project) from the date of receipt of advance payment or handing over of required documents, whichever is later. However, in case duration of the contract is required to be extended, the same shall be on terms & conditions mutually acceptable to both the parties as any additional cost will have to be borne by the Utility.

## 6. Other Conditions:

- i) In order to ensure smooth operations, The General Manager (Electrical Circle-II), MSPDCL would be appointed by MSPDCL 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.
- ii) Wherever relevant data/input required for assignment, is not available from MSPDCL, suitable assumptions would be made by the RECPDCL under intimation to MSPDCL.
- iii) If the anticipated information/facility/decision is delayed from MSPDCL, and the nature of inputs from MSPDCL is such that it is essential for the continuation of the assignment, MSPDCL and RECPDCL shall agree on how the affected part of the services shall be carried out.
- iv) In case of any dispute, the matter shall be mutually decided between the MD, MSPDCL and CEO, RECPDCL, and such decisions shall be binding on both the parties.
- v) RECPDCL would not participate in any discussion/make presentations/offer justification with any other consulting agency/lender etc. apart from MSPDCL.
- vi) The PMA team shall be available in the office(s) on all the working days.
- vii) If required, PMA shall attend the meetings conducted by the GoI/PFC/MSPDCL by making their own arrangements. No extra payments shall be made in this regard by the Utility.
- viii) NOFN DPR preparation will not be covered in present scope of the work.
- ix) Recommendations, suggestions of RECPDCL for stages once accepted by MSPDCL shall be revisited or revised as per conditions.
- x) 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 assignment.
- xi) 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.
- xii) 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 MSPDCL or any other party in any manner whatsoever.
- xiii) The deployed manpower consultants will be responsible for any damage to equipments, property and third party liabilities caused by their acts in the premise of MSPDCL. They will use all equipment only for the purpose of carrying out their legitimate business of MSPDCL and will not put to any other use. For any damages, the extent of damage as decided by MSPDCL will be final.
- xiv) The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract award.



- xv) The PMA and its designated manpower will need to be able to work efficiently with senior management and officers of MSPDCL.
- xvi) The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- xvii) The PMA and its designated man power shall bring their own laptops and data card for carrying out their activities.

**7. Paying Authority:** The Managing Director, MSPDCL, Manipur shall be the Paying Authority. Bills should be submitted in quadruplicate for necessary payment.

**8. Documents to be provided by MSPDCL:**

- i) Town wise available capacity of 33/11 KV Sub-Station along with feeder details and up line as per requirement shall be provided by MSPDCL.
- ii) Updated and schedule rates for various item of work shall be provided by MSPDCL.
- iii) Metering data for Feeder meter, Boundary meter and DTC meter for energy accounting.
- iv) RAPDRP Part-B DPR and also IPDS 12 towns DPR.

**9. Project Closure and others related activities:**

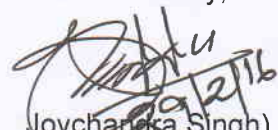
- i) Recording and submission of as built vendor data.
- ii) Providing an operation & maintenance in consultation with the turn key contractor to be followed after completion of work.
- iii) Assisting in keeping record for unforeseen circumstances during execution.
- iv) Preparation of reconciliation statement & closure report.
- v) Assisting taking over the executed works.
- vi) Any other job not specifically mentioned but are required to complete the work in totality are deemed to be included in the scope of work.

**10. Force Majeure Clause:** The Force Majeure Conditions shall be such acts of God, acts of Public enemy, Fire, Flood, Epidemic, Strike, Freight embargo etc. RECPDCL, however, shall notify the Utility in writing of such within 10(ten) days from the date of happening. Similarly, if the assignment could not be executed in time, formal intimation explaining the reason should be given immediately to the undersigned within 15(fifteen) days from stopping of works. 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.

**11. Termination:** MSPDCL 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 RECPDCL in the event of their failure as per the mutually agreed terms and conditions between the parties. Failure on the part of MSPDCL to make payment to RECPDCL in consultation with MSPDCL, in accordance with this agreement shall be considered cause for termination (or) cause for suspension of services by RECPDCL. Settlement of the consultancy fee payable to RECPDCL after examination & having discussions on work completed till notice period shall be done by MSPDCL.

12. **Billing for Works:** Bill for payment towards any services made or works executed should be submitted with applicable taxes.
13. **Contract Agreement:** An Agreement shall be signed within 15 (fifteen) days from the date of issue of the Firm Order.
14. **Legal Jurisdiction:** All disputes relating to this Order will be under the Jurisdiction of Imphal only.
15. Future correspondences subsequent to the placement of this Order for any other Technical / Commercial Points / Clarifications should be addressed to The General Manager (Purchase), MSPDCL, Manipur.

Yours faithfully,

  
(L. Joycharaka Singh)  
General Manager (Purchase)  
MSPDCL

Copy to:-

1. The Secretary to the Hon'ble Chief Minister, for kind information of the Hon'ble Chief Minister, Manipur.
2. The Commissioner (Power), Government of Manipur for kind information.
3. The Managing Director, MSPDCL, Manipur for kind information.
4. The Nodal Officer (IPDS), Power Finance Corporation Ltd., A Govt. of India undertaking.
5. The Executive Director (Tech), MSPDCL, Manipur for kind information.
6. The Accountant General, Manipur for kind information.
7. The General Manager EC-I/II/III/PP/F&A, MSPDCL, Manipur for information and necessary action please.
8. All the Deputy General Managers, MSPDCL, Manipur for information and necessary action.
9. The Superintendent, Central Excise, Imphal Branch, Imphal.
10. The Income Tax Officer, Govt. of Manipur.
11. The Taxation Officer, Govt. of Manipur.
12. PMU-RE/UE/DW, MSPDCL, Manipur.
13. Supply Order Guard File.