North Bihar Power Distribution Company Limited
(CIN No.: U40109BR2012SCC018920) Website: www.nbpdcl.in
Regd. Office & Vidyut Bhawan, Baily Road, Patna.
(Department of Project-II)

Mob. No.- 7763815057 E-mail- ceproject2.nbpdcl@gmail.com

From, S.S.P. Srivastava,
Chief Engineer (Project - II).

To, M/s Rodic Consultants Pvt. Ltd.
4th Floor, Tower A,
Cyber Greens,
DLF Cyber City, Phase – III,
Gurgaon, Haryana-122002.

Subject: Letter of Award for “Appointment of Project Management Agency (PMA) to provide services for implementation of Integrated Power Development Scheme (IPDS) in 72 Towns under 21 districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj)” under North Bihar Power Distribution Company Limited against NIT No. 46/PR/NBPDCL/2015.

Reference: 1. NIT No. 46/PR/NBPDCL/2015 along with addendum
2. Your Offer through e-tender against NIT No. 46/PR/NBPDCL/2015

Dear Sir,

In regard to the subject and references mentioned above, it is to inform that NBPDCL is pleased to place Letter of Award (LOA) to M/s Rodic Consultants Pvt. Ltd., Gurgaon for appointment as Project Management Agency (PMA) to provide preparation of RFP, Bid process management and pre-award activities, Project Management services for Supervision, Monitoring and Quality Control Consultancy Services for Construction/Commissioning of new and R&M of 33/11 KV Sub-stations, new and R&M of 33KV & 11 KV & LT Lines, Augmentation of 33/11 KV PSS, Installation of new and R&M of Distribution Transformers & providing Service Connection and replacement/Installation of energy meters under Integrated Power Development Scheme in 72 Towns under 21 districts namely Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj under jurisdiction of North Bihar Power Distribution Co. Ltd., Patna.

2.0 A comprehensive plan for Construction/Commissioning of new and R&M of 33/11 KV Sub-stations, new and R&M of 33KV & 11 KV & LT Lines, Augmentation of 33/11 KV PSS, Installation of new and R&M of Distribution Transformers providing Service Connection and replacement/Installation of energy meters and other allied works and overall Contract Administration of the works under IPDS Scheme in twenty one districts namely Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa,
Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj under jurisdiction of North Bihar Power Distribution Co. Ltd. Patna will be drawn-up by M/s Rodic Consultants Pvt. Ltd., Gurgaon.

M/s Rodic Consultants Private Limited will work in close co-ordination with the Project Executing Agency in the concerned districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj) and the Client i.e NBPDCCL. M/s Rodic Consultants Private Limited will have to provide complete Project Management Services by hand holding of the project from the concept to commissioning in all twenty one districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj) of North Bihar under IPDS Scheme.

3.0 Contract Price

M/s Rodic Consultants Private Limited is awarded the work of Project Management Agency to provide services for implementation of Integrated Power Development Scheme (IPDS) in 72 Towns under 21 districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj) under North Bihar Power Distribution Company Limited against NIT No. 46/PR/NBPDCCL/2015 at their quoted price of Rs. 24,43,34,818.00/- (Rupees Twenty Four crore Forty Three lac Thirty Four Thousand Eight Hundred Eighteen rupees only) subject to the condition that, if the funds are not arranged by the DISCOM for additional amount i.e. Rs. 19,14,34,818.00/- over and above the approved grant amount i.e. Rs. 5.29 crore, the Manpower/Man months may be proportionately reduced to match the approved cost or funds arranged by the DISCOM. The above price shall include all taxes. Service tax will be reimbursable on actual basis.

4.0 The objectives of the Project Management Services are:

- To monitor and supervise at every stage to ensure high quality construction, erection, commissioning, testing. Required system performance is achieved with full compliance to the engineering designs, Sanctioned DPRs, and drawings, technical specifications and other contract documents with use of proper quality materials within the specified time schedule.
- To monitor the pre-construction activities
- To assist in taking remedial actions to avoid slippages, cost and time over runs, delays by the contractor.
- To demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work.
- To ensure safety during construction and adherence to all environment management regulations prescribed under the Contract.
- To ensure that effective Contract Administration is achieved.
- All other works as detailed in the RFP Identification No: 46/PR/NBPDCCL/2015.
Any other work required for implementation/supervision/closure of the work of implementation of IPDS under twenty one district of NBPDCIL related to this project assigned by owner.

To ensure timely completion of district/cluster wise turnkey contract to achieve 15% additional grant of IPDS scheme.

Follow and implementation of the guideline circulated by nodal agency/PFC time to time.

5.0 General Scope of Work (in line with RFP No.46/PR/NBPDCIL/2015)
The scope of work of M/s Rodic Consultants Private Limited includes but not limited to provide project management services by hand holding of the project from the concept to commissioning in twenty one districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj) of North Bihar under IPDS Scheme.

- Preparation of RFP, Bid process management and pre award activities.
- To get acquainted with the total works under the scope of implementing agency under IPDS scheme for the twenty one districts (Muzaffarpur, Vaishali, Sheohar, Sitamarhi, East Champaran, West Champaran, Saran, Siwan, Gopalganj, Darbhanga, Madhubani, Samastipur, Begusarai, Saharasa, Supaul, Khagaria, Madhepura, Araria, Purnia, Katihar and Kishanganj) of North Bihar through site survey and verification of the documents and other deliverables submitted by the executing agency/owner.
- Verifications and study of the DPRs, SLDs, survey reports and all other relevant documents submitted by the consultants and incorporate modifications as required according to the latest system requirement of utility and as per guidelines of Nodal agencies.
- Preparation of RFP and all necessary works required to appoint Turnkey contractors for execution of scheme i.e. IPDS.
- Uploading of DPR and others on web portals.
- Finalization & approval of GTP, Technical specifications, drawings, approval of inspection reports and other reports etc.
- Verify study, modify & suggest the detailed survey report/ route identification submitted by turnkey contractor including freezing of bill of quantity, material and works to be executed.
- Study, modify & suggest finalization of activity/item wise CPM/PERT/BAR chart submitted by the contractor in order to complete the work within contracted period including formulation of supervision and monitoring system for project execution.
- Supervision and monitoring of all site works under the scope of implementing agency including quality checks in respect of material used and execution of works with specific emphasis on different elements, completions, timelines etc.
- To manage the contract with turnkey contractor as per the respective NIT, LOA, agreement and other where it is not going as per time line (BAR CHART/PERT NETWORK) and suggest
remedies in time.

- To ensure and report about material being used and quality of work being executed conforming to GTP, Technical specifications, drawing, general terms and conditions etc at all stages and submission of progress report including different inspection reports. Preparation of MIS reports related to quantity of materials inspected, supplied, progress of erection, Bills & payment status and other field details in the formats as required by NBPDCIL.

- Management of work flow and material flow required for the work.

- Provide assistance for inspection of the sub-vendor's workshop / factory to assess the capacity and delivery plans of both sub vendor and manufacturer and advice client accordingly.

- Supply chain management.

- To ensure that the materials approved after inspection and test as required only are used.

- To ensure and report through expert mechanism that the material tested are used for this scheme only.

- Supervision/monitoring of the field progress vis-à-vis CPM/PERT/Bar chart/respective MIS report generated for the works being executed by the turnkey contractor.

- Checking and conformation of as built drawing with original one after completion of the work.

- Provide assistance for measurement of the material supplied, works executed by the turnkey contractor and certification of the bills submitted by turnkey contractor.

- Verification of bills of contractor on the basis of measurement/ progress of work.

- Attend, organize, conduct meetings as desired by client and submit reports / proceedings of the meetings to client.

- Taking suitable action on the instructions given by client during meetings and inspections.

- Assistance to inspection team of client.

- Preparation and timely submission of all reports/MIS required by client and reports required to be submitted to various agencies including government.

- Assistance to client in taking over of the completed works after User Acceptance Test (UAT).

- Close coordination with turnkey Contractor and Utility Field Officers/ Authorized officers for IPDS works at field, Chief Engineer (PROJECT-II) and project department.

- To maintain adequate front end support with negligible back end support.

- Preparation of work completion reports.

- Preparation of scheme closure reports.

- Reports to be submitted to scheme funding agencies, if any.
• Verify, examine & certify additional cost, if any.
• Specifying the amounts payable.
• Recommending rates either for existing items of work which arises from the variation of quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract. Assessing the reasonability of rates of non-schedule items required for completion of the scheme.
• Issuing order for special tests required but not provided in the contract and determining the costs of such tests which shall be added to the contract price (only with the approval of client).
• Issuing/approving Technical Specifications if not provided for an item of works in the construction contract document and similarly, for any change in Technical Specification of any item of work (only with the approval of client).
• Advising, implementing acceleration measures to reduce delays.
• Examine and recommend the proposals for extension of time for the approval of Client, if required.
• Scrutinize Contractor's claims and advise the Client on the admissibility of the claims.
• Assist the client in taking remedial action to avoid slippages leading to delay in completion of works by the contractor and consequent cost overruns.
• Testing and certifying commissioning of the project.
• Providing Checks & super checks of works after their execution.
• Assist in any dispute settlement.
• Report compilation regarding progress of the project.
• Co-ordination with outside agencies, PFC/MoP, or different department, State Govt., utility.
• Co-ordination with implementing agency/turnkey contractor and NBPDCIL for Pre-dispatch inspection of materials at manufacturer works. Monitoring of supply chain such that there is no shortage of matching materials at site and materials are procured by the contractor in tune with the actual work, for smooth & timely work completion.
• Correspondence with the implementing agency, Out sourced material inspecting agency, third party inspecting agency, field officers, PFC etc. (only with the approval of client).
• Assistance in calculation related to price variation, taxes and duties etc.
• Provide assistance as sub-ordinate to Engineer-in-Charge.
• To ensure compliance of latest guidelines/instructions issued by Nodal Agencies from time to time.
• Any other work assigned by owner related to projects.

5.1 Supervision of Construction Works
The PMA is responsible for Design Review, Engineering, Bid Process Management, Construction, Erection/Commissioning, Supervision, Inspection, Testing, Monitoring and overall Contract Administration of IPDS works under the following activities:

- Inspection of material and equipment delivered to site, witnessing tests of material and equipment to be incorporated into the works, and review of Guaranteed Technical Particulars of major materials and drawings prepared by the contractors and equipment manufacturers and suppliers.
- Supervision, inspection, measurement and control of the quality of construction of the work and the installation of the equipment to ensure compliance with the drawings and specification.
- Maintenance of records of progress of the works and the result of Inspections.
- Review of the contractors’ safety protection plans and supervision on the implementation of all safety protection measures.
- Measurement and provision of required certification of works done by the contractors.
- Ensuring the achievement of the satisfactory quality of works under each individual contract; preparation and issue of payment certificate; and ensuring that measures are in place to achieve the cost controls.
- Review/ certification of the justification for any claims /variation orders and for any extension of implementation schedule for contract execution with processing of specific steps for approval.
- Review of /certifying testing of works and materials and that these have been carried out according to specifications and that any faults /failures are corrected.
- Provision of assistance to the Employer necessary to facilitate take over and commissioning of investments, including the quality of equipment and materials such as distribution transformers, poles, AB cable, conductors and steel, etc. as well as reviewing verifying ‘as built’ drawings prepared by the contractors and other documents which are necessary for the correct operation and maintenance.

5.2 Project Management Support

The PMA shall provide advice and assistance to Owner in the following areas:

- Monitoring of work schedule.
- Risk identification, management and mitigation for technical and financial aspects of the project.
- Introduction of corrective measures in case of project implementation showing a time lag or cost overrun in project components.
- Financial management of the project, including project financial reporting to NBPDCCL and requests for disbursements.

6.0 REPORTS

6.1 All reports and documents including RFP for appointment of turnkey contractor and its evaluation prepared by the PMA shall be professionally precise and objective. The report
formats shall be finalized in consultation with the client. The PMA shall provide three copies/sets each of the following reports to **Chief Engineer (PROJECT-II)/Engineer In-charge**/Authorized Officer by NBPDCIL for work project Implementation Unit.

- An Inception Report at the end of first month containing full details of deployment of office & personnel.
- Commencement Report within 15 days after commencement of Services.
- Construction Supervision Manual within 30 days after commencement of Services. The construction Supervision Manual shall include detailed project procedures for efficient and time-bound implementation of the project and for progress monitoring and quality control. This Manual shall be prepared and submitted by M/s Rodic Consultants Private Limited within one month of the commencement of the consultancy services.
- Quality Assurance (QA) Document 30 days after Commencement of Service;
- Monthly Progress Report by the 5th day of each month;
- Tour diary of Team Leader fortnightly, which should interalia, indicate the date of visit, name of work, tests conducted and results thereof.
- Final Report at the completion of services.
- Any report as required by client at any point of time.
- Weekly Report: to obtain weekly report on the progress of the work from turnkey Contractor and forward it after duly verified through actual site visit along with comments to MUZAFFARPUR, VAISHALI, SHEOHAR, SITAMARHI, EAST CHAMPARAN, WEST CHAMPARAN, SARAN, SIWAN, GOPALGANJ, DARBIHANGA, MADHUBANI, SAMASTIPUR, BEGUSARAI, SAHARASA, SUPAUL, KHAGARIA, MADHEPURA, ARARIA, PURNIA, KATIHAR AND KISHANGANJ for necessary action.
- Monthly Report: M/s Rodic Consultants Private Limited will, no later than the 5th of each month, submit progress report summarizing the component wise progress vis-à-vis targets
- Problems encountered (administrative, technical or financial) and recommendations to overcome
- Expenditure statement
- Variation orders proposed and approved, status of claims or time extensions requested by Contractors
- Status of WORKS, removal of encumbrances, safety precautions and traffic diversion during construction,
- Status of mobilization/deployment of men, machineries.
- The probable requirement of key materials like poles, insulators, conductors and transformers, etc for next month and their availability at the end of the month
- Attendance sheet of the key and technical personnel deployed by the PMA in the field etc.
- Attendance sheet of personnel deployed by turnkey contractor.
- Quarterly Progress Report: M/s Rodic Consultants Private Limited will prepare a comprehensive report summarizing all activities as cited above at the end of each quarter.
- Contract Completion Report: M/s Rodic Consultants Private Limited will prepare a comprehensive completion report for each contract within 30 days of issuance of Completion
Certificate. The report shall summarize all relevant issues pertaining to the package in the format acceptable to the NBPDCL.

6.2 Final Completion Report: M/s Rodic Consultants Private Limited will prepare a comprehensive final completion report within 30 days after issuance of Completion Certificate.

6.3 The commencement Report shall contain the details of all meetings held with the client and the Contractor and decisions taken therein, the resources mobilized by the PMA as well as the Contractor and the PMA perceptions for the management and supervision of the project. The Report shall also include the Master Work Programme and Resource Mobilization for the Work Project.

The Progress Reports (reports as and when desired by the owner) weekly, fortnightly, monthly and quarterly shall contain details of all meetings, decisions taken therein, mobilization of resources (PMA's and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under:

Report on progress of work for each activity stating:
- Percentage progress of the activity;
- Deviation from the schedule:
- Status of the activity (critical, sub-critical);
- Status on material procurement and stock:
- Cash-flow for each item of works as well as for the total project
- Monthly summary of percentage progress; and
- Monthly summary of cash flow.

Projections
- Monthly projections of percentage progress and
- Monthly projections for cash-flow

Critical Activity
- Report on the progress and status of critical activities;
- Change of status from non/sub-critical to critical activity due to slippage;
- Statement on slippage and remedial actions taken; and
- Effectiveness of the remedial action(s) taken in the previous month.

Review
- Review the progress achieved in the previous month and revised schedule, if any: and
- Review of any changes required in the schedule due to extraneous reasons beyond the control of the Contactor.

6.4 The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor is it to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management
and supervision of the project in discharging their duties in a smooth and systematic manner.

6.5 The Quality Assurance (QA) Document shall be evolved on the basis of the relevant Internal Standards, other equivalent Standards, BIS publications, approved drawings, guaranteed technical particulars of Material and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.

A soft copy of the all above mentioned reports shall be made available to the NBPDCL as and when the reports are submitted.

NBPDCL will review the reports submitted by M/s Rodic Consultants Private Limited, offer suggestions and modifications, required if any, within two weeks of its submission. NBPDCL will be the sole authority to accept the reports. NBPDCL shall hold meetings with M/s Rodic consultants Private Limited if necessary to discuss the reports.

7.0 TEAM Composition

As per submitted CV with bid document and qualification criteria of RFP documents (NIT No.: 46/PR/NBPDCL/2015).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Requirement</th>
<th>Nos. of Professionals</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Key Professional-HQ</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Team Leader</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Contract Manager cum Procurement Specialist</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>PSS Expert</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Financial Expert</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>IT Manager cum GIS Expert</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Sr. Quality cum-Material Manager / Expert</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Design Engineer</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Civil Structure Engineer</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>8</strong></td>
</tr>
<tr>
<td>II.</td>
<td>Key Professional-Circle</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Dpty. Team Leader</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>Asst. Manager Finance</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td>Civil Engineer</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>19</strong></td>
</tr>
<tr>
<td>III.</td>
<td>Key Professional-District / Cluster</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Asst. Project Engineer</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Asst. Material cum Quality Engineer</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td>IV.</td>
<td>Support Staff</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Office Manager (HQ Team)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Project Accountant(HQ Team)</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Computer Operator (Cluster and Circle)</td>
<td>27</td>
</tr>
<tr>
<td>4</td>
<td>Computer Operator(HQ Team)</td>
<td>2</td>
</tr>
</tbody>
</table>
5. Office Boy (HQ Team) & 2 &  
6. Guard (HQ Team) & 2 &  
\[\textbf{Total} & 35 & \]  
\[\textbf{Grand Total} & 102 & \]  
\ \ \ 
Note:- Deployment of professionals will be done after obtaining approval from owner.

8.0 Performance Security

8.1 Within 30 days of issuance of the Letter of Award (LOA), the Successful Consultant shall deliver to the Owner a Performance Security in form of bank guarantee for an amount equivalent to 5.0% of the Contract value.

A bank guarantee valid till 6 months beyond the completion of the assignment or any such extended period as desired by the Owner, from the date of issue of LOA in the prescribed format.

8.2 If the performance security is provided by the successful consultant in the form of a Bank Guarantee. The Bank Guarantee should be issued by a Nationalised/Scheduled Bank and acceptable to the Owner.

8.3 If there is delay beyond the specified period in submission of Performance Security, 15days’ notice will be given and after which NBPDCCL may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/bid guarantee.

8.4 PERFORMANCE CLAUSE

Consultant shall be expected to fully comply with all the provisions of the “Terms of Reference”, and shall be fully responsible for Design Review, Engineering, Construction, Erection/Commissioning, Supervision, Inspection, Testing, Monitoring and overall Contract Administration of IPDS works. Any failure of the PMU in notifying to NBPDCCL and the Contractor on non-compliance of the provisions of the IPDS Contract Agreement and other schedules by the Contractor, non-adherence to the provision of TOR and non-adherence to the time schedule prescribed under TOR shall amount to non-performance. In case of non-performance, the NBPDCCL may be entitled to forfeit the appropriate amount of Performance Security, as the case may be, on mutually agreed and genuine pre-estimated compensation and damages payable to the NBPDCCL.

8.5 Fraud and Corrupt Practices

The Consultants and their respective personnel shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Owner may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Consultant, as the case may be, if it determines that the Consultant, as the
case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Owner shall be entitled to forfeit and appropriate the Bid Security or Performance Security.

8.6 Suspension

The Owner may, by written notice to the Consultant, suspend in whole or part, the Services if an event shall have happened and be continuing, in which the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

8.7 Termination and other:-

As per RFP 46/PR/NBPDCCL/2015.

9.0. PERIOD OF ASSIGNMENT:

A. Period of assignment for Turnkey contract:-

Period of assignment for Turnkey contract will be 24 months from date of award or actual closure of project which ever is earlier, subject to circle wise award of work under IPDS separately based on sanction of project by Nodal Agency.

B. Period of assignment for Project Management Agency

Period of assignment for Project Management Agency shall be upto the closure of all districts/ projects subject to a maximum tenure of 30 months from the date of award of work to PMA, i.e. (a) PMA team at HQ - 30 months and (b) PMA team at Electric Supply Circle and District / Cluster – 27 months.

Due to unavoidable reasons there may be requirement of some professional for a period beyond 30 months. An escalation of 10% on awarded monthly remuneration will be allowed after 30 months and upto 42 months from the date of deployment of that particular designation of the professional.

In case of exceptional circumstances, if services of some professionals are required beyond 42 months, then the escalation in monthly remuneration will be on mutually agreed terms.

Details for Project Management Agency for 21 districts of North Bihar under IPDS Scheme:-

(i) Date of award of work to PMA:- Date of issue of LOA to PMA under this NIT

(ii) Date of Commencement of services as a PMA

a. PMA team at headquarter common for all districts / projects:- Within 15 days of issue of notice for commencement of services.

b. PMA team at Electric Supply Circle / Districts / Projects awarded to turnkey contractors:- From the date of award of district/ project to corresponding turnkey contractors.

Note:- Scope of Districts/ projects under PMA shall be the districts / projects which are awarded within 09 months from date of issue of LOA to PMA under present NIT.
(iii) Tenure of PMA:-

a. PMA team at headquarter common for all districts / projects:- The period of service shall be till closure of all districts / projects subject to a maximum tenure of 30 months from the date of commencement of services.

b. PMA team at districts / projects awarded to turnkey contractors:- The period of services shall be till closure of the district / project subject to a maximum tenure of 27 months from the date of commencement of services.

Due to unavoidable reasons there may be requirement of some professional for a period beyond 30 months. An escalation of 10% on awarded monthly remuneration will be allowed after 30 months and upto 42 months from the date of deployment of that particular designation of the professional.

In case of exceptional circumstances, if services of some professionals are required beyond 42 months, then the escalation in monthly remuneration will be on mutually agreed terms.

In case of termination /short closure of any turnkey project due to unavoidable reason, the Manpower deployed by PMA in the corresponding project / district will be withdrawn after preparation of closure report.

NOTE:- Minimum manpower to be deployed by PMA per district is defined in this NIT. However, the owner reserves the right to shift manpower from one district/project to another district/project/ headquarter as per work requirement for which the decision of the owner shall be final.

10.0. TERMS OF PAYMENT:

A. PAYMENTS TO THE PROJECT MANAGEMENT AGENCY for providing services for implementation of IPDS

The payment to the agency for the performance of the contract will be made by Sr. Manager (Accounts), North Bihar Power Distribution Co. Ltd., Patna as per the conditions specified hereunder. The final payment will be made on completion of all works and on fulfilment by the agency of all his liabilities under the contract. The PMA is required to submit invoices as per relevant clause of RFP document.

Following conditions will apply for tenure of PMA:-

10.1 Advance Payment (Optional):- *

Payment of 15 % (fifteen percent) of the contract value (i.e. awarded percentage cost of the total project cost district /Project wise) as interest bearing mobilization advance shall be released to the Agency in the following manner:-

(i) 1st installment of 5 % of the total estimated/ sanctioned cost as mentioned in the tender will be released after execution of Agreement by the PMA [on submission of an irrevocable Bank Guarantee issued by any Nationalised Bank/ Scheduled bank equivalent
to the advance amount) which shall be kept valid till 42 months from the date of issue of LOA to PMA.

(ii) Balance 10% of the awarded cost of the district/project will be released district wise/project wise after date of award of the concerned district/project on submission of an irrevocable Bank Guarantee issued by any Nationalised Bank/Scheduled bank equivalent to the advance amount which shall be kept valid till 42 months from the date of issue of LOA to PMA.

Note:- (i) Excess/lesser paid amount against 1st installment of mobilization advance against based of the actual award cost of the projects will be recovered/paid to the PMA within 3 months from award of the district/project. In case of excess payment, the excess amount will be returned with interest by the PMA or it will be recovered one time from all the running bills of PMA of any districts/projects till recovery of excess amounts paid in form of mobilization advance is done.

(ii) The submitted BG against mobilization advance shall be released after adjustment of principal and interest on pro-rata basis from successive bills once in three month on submission of reduced amount of BG. The Advance Payment for the contract value shall be paid as an interest bearing advance on presentation of the following documents:

1) PMA’s detailed invoice
2) Execution of the agreement by the PMA.

* This payment is an optional payment. The PMA has the option of taking the interest bearing advance or otherwise.

In case, the PMA opts for this interest bearing advance payment, the same shall be paid to the PMA on fulfilment of above conditions and interest on monthly outstanding amount of mobilization advance will be charged considering the rate of interest as per the State Bank Prime Lending Rate (PLR) prevailing as on thirty (30) days prior to Bid Opening date. The monthly outstanding amount for the purpose of calculation of the interest shall be worked out at the end of each calendar month against the progressive payment for the work done as per clause no. 10.1.2 below.

In case, the PMA opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at para 10.1 above within thirty (30) days of issuance of Notification of Letter of Award.

10.1.2 Progressive Payment:-

An interim payment of 80% (eighty percent) of the contract value shall be made on pro rata basis on the basis of value of admitted invoices of the PMA, duly verified and admitted by the Engineer-in-Charge and countersigned by the concerned Electrical Superintending Engineer of Electric Supply Circle or officer authorized by NBPDCCL after deduction/adjustment of the Mobilization advance and interest on pro rata basis subject to submission of following documents for proportionate deduction:

a. Certification of attendance of PMA.
b. Evidence of fixed expenditure on supporting staff, transportation, PMA’s office administrative expenses etc.
In case, the PMA opts not to take interest bearing advance then this payment shall be 95% instead of 80%. In case the PMA opts to take interest bearing advance, after adjustment of principal and interest the interim payment limit will increase to 95% instead of 80%.

10.1.3 Balance Payment:-
The balance 5% of the contract value shall be paid after 3 (three) month of final project completion/closure.
Performance BG of PMA will be returned after 6 (six) months of final project completion/acceptance of closure by nodal agency.
The above retention amount may be released on request of PMA against submission of Bank guarantee of equivalent amount which will be valid upto three months beyond completion and taking over of the project. Bills shall be submitted for such payments only once in three months.

10.1.4 Service taxes:-
Service taxes will be reimbursed on actual basis on submission of documentary evidence.

10.1.5 Penalty for deficiency in Services

A. Penalty for inadequacy in Manpower:-
(i) In case the designated professional of PMA as per the contract is not deployed / absent for a period of upto fifteen (15) days continuously or in a month without sanction of leave other than the applicable / allowed leave proportionate deduction of monthly quoted remuneration will be made from admitted bill of PMA.
(ii) In case the designated professional of PMA as per the contract is not deployed / absent for a period of more than fifteen (15) days and upto forty five (45) days without sanction of leave other than the applicable / allowed leave, apart from proportionate deduction of monthly quoted remuneration, an additional penalty equivalent to 50% days of absence based on monthly quoted remuneration will be deducted from admitted bill of PMA (i.e. proportionate deduction of 1.5 times of awarded rate of such professionals).
(iii) In case the designated professional of PMA as per the contract is not deployed / absent for a period of more than forty five (45) days, apart from proportionate deduction of monthly quoted remuneration, an additional penalty equivalent to days of absence based on monthly quoted remuneration will be deducted from admitted bill of PMA (i.e. proportionate deduction of 2 times of awarded rate of such professionals).
(iv) If such kind of action as per clause 10.1.5.A. is repeated by PMA more than twice in a month, suitable necessary action may be taken including termination of the contract, forfeiture of BG etc.
Clause 10.1.5 is applicable for the entire manpower (personnel) provided by the PMA whether it is deployed at headquarter or circle or district/cluster.
For purposes of computing penalty on period of absence, it shall be calculated on a calendar-day basis for period absent from the project (one day being equivalent to 1/30th of a month).

C. Penalty for inadequacy in office, vehicle and other facilities :-
In case of insufficient office facilities and inadequate vehicles proportionate deductions will be done as per the rates quotes. Any other deduction necessitated will be done as per available rates of NBPDC/State Govt.

10.1.6 Currency of Payment
All payment will be made in INR(Rs.).
11.0 Taxes and duties

M/s Rodic Consultants Private Limited is responsible for payment of all taxes and duties as applicable. NBPDCCL shall reimburse only service tax on production of proof of payment of service tax.

12.0 Summary of Cost for services and facilities

12.1 Team Composition with rate of remuneration:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Requirement</th>
<th>Nos. of Professionals</th>
<th>Rate (INR)*</th>
<th>No. of Man month</th>
<th>Sub-Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td><strong>Key Professional-HQ</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Team Leader</td>
<td>1</td>
<td>2,00,170.00</td>
<td>30</td>
<td>60,05,100.00</td>
</tr>
<tr>
<td>2</td>
<td>Contract Manager cum Procurement Specialist</td>
<td>1</td>
<td>2,40,204.00</td>
<td>30</td>
<td>72,06,120.00</td>
</tr>
<tr>
<td>3</td>
<td>PSS Expert</td>
<td>1</td>
<td>1,00,085.00</td>
<td>30</td>
<td>30,02,550.00</td>
</tr>
<tr>
<td>4</td>
<td>Financial Expert</td>
<td>1</td>
<td>1,60,136.00</td>
<td>30</td>
<td>48,04,080.00</td>
</tr>
<tr>
<td>5</td>
<td>IT Manager cum GIS Expert</td>
<td>1</td>
<td>80,068.00</td>
<td>30</td>
<td>24,02,040.00</td>
</tr>
<tr>
<td>6</td>
<td>Sr. Quality cum-Material Expert</td>
<td>1</td>
<td>1,80,153.00</td>
<td>30</td>
<td>54,04,590.00</td>
</tr>
<tr>
<td>7</td>
<td>Design Engineer</td>
<td>1</td>
<td>90,077.00</td>
<td>30</td>
<td>27,02,295.00</td>
</tr>
<tr>
<td>8</td>
<td>Civil Structure Engineer</td>
<td>1</td>
<td>80,068.00</td>
<td>30</td>
<td>24,02,040.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td></td>
<td>8</td>
<td>240</td>
<td>3,39,28,815.00</td>
</tr>
<tr>
<td>II.</td>
<td><strong>Key Professional-Circle</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Dpty. Team Leader</td>
<td>7</td>
<td>79,015.00</td>
<td>189</td>
<td>1,49,33,901.00</td>
</tr>
<tr>
<td>2</td>
<td>Asst. Manager Finance</td>
<td>7</td>
<td>79,015.00</td>
<td>189</td>
<td>1,49,33,901.00</td>
</tr>
<tr>
<td>3</td>
<td>Civil Engineer</td>
<td>5</td>
<td>69,138.00</td>
<td>135</td>
<td>93,33,657.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td></td>
<td>19</td>
<td>513</td>
<td>3,92,01,459.00</td>
</tr>
<tr>
<td>III.</td>
<td><strong>Key Professional-District/Cluster</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Assistant Project Engineer</td>
<td>20</td>
<td>45,432.00</td>
<td>540</td>
<td>2,45,33,442.00</td>
</tr>
<tr>
<td>2</td>
<td>Asst. Material-cum-Quality Engineer</td>
<td>20</td>
<td>45,432.00</td>
<td>540</td>
<td>2,45,33,442.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td></td>
<td>40</td>
<td>1080</td>
<td>4,90,66,884.00</td>
</tr>
<tr>
<td>IV.</td>
<td><strong>Support Staff</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Office Manager(HQ Team)</td>
<td>1</td>
<td>30,026.00</td>
<td>30</td>
<td>9,00,765.00</td>
</tr>
<tr>
<td>2</td>
<td>Project Accountant(HQ Team)</td>
<td>1</td>
<td>24,020.00</td>
<td>30</td>
<td>7,20,612.00</td>
</tr>
<tr>
<td>3</td>
<td>Computer Operator (Cluster and Circle)</td>
<td>27</td>
<td>23,705.00</td>
<td>729</td>
<td>1,72,80,702.00</td>
</tr>
<tr>
<td>4</td>
<td>Computer Operator(HQ Team)</td>
<td>2</td>
<td>24,020.00</td>
<td>60</td>
<td>14,41,224.00</td>
</tr>
<tr>
<td>5</td>
<td>Office Boy(HQ Team)</td>
<td>2</td>
<td>13,011.00</td>
<td>60</td>
<td>7,80,663.00</td>
</tr>
<tr>
<td>6</td>
<td>Guard(HQ Team)</td>
<td>2</td>
<td>13,011.00</td>
<td>60</td>
<td>7,80,663.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td></td>
<td>35</td>
<td>969</td>
<td>2,19,04,629.00</td>
</tr>
<tr>
<td></td>
<td><strong>Grand total</strong></td>
<td></td>
<td></td>
<td></td>
<td>14,41,01,787.00</td>
</tr>
</tbody>
</table>
12.2 Transportation (Fixed rate on rental basis)
The vehicle provided by the consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance etc. for all complete approx. 3000 km/month run

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Vehicles</th>
<th>Qty.(No. of vehicle-month)</th>
<th>During Construction Period</th>
<th>During Development and O &amp; M Period</th>
<th>Rate/Vehicle-Month(INR)*</th>
<th>Amount(INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Wheelers(Tata Sumo/Bolero or better SUV) (2 for HQ+ 1 for circle+ 1 for district)</td>
<td>789</td>
<td></td>
<td></td>
<td>55,000</td>
<td>4,33,95,000</td>
</tr>
<tr>
<td>2</td>
<td>2 Wheeler (2 for HQ + 1 for circle + 2 for district)</td>
<td>1329</td>
<td></td>
<td></td>
<td>8,000</td>
<td>1,06,32,000</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,40,27,000</td>
</tr>
</tbody>
</table>

12.3 Head Quarter (1000 SQ. Feet) and Office Running Expenses
The rent cost includes electricity and water charges, maintenance, cleaning repairs, etc. complete.

<table>
<thead>
<tr>
<th>Nos. of Months</th>
<th>Rate/Month (INR)*</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>80,000</td>
<td>24,00,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>24,00,000.00</td>
</tr>
</tbody>
</table>

Office Supplies, Utilities and Communication (Fixed Costs) at Patna

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Months</th>
<th>Monthly Rate (INR)*</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office Supplies + Reports</td>
<td>30</td>
<td>8,000.00</td>
<td>2,40,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Drafting Supplies</td>
<td>30</td>
<td>8,000.00</td>
<td>2,40,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Computer Running Costs</td>
<td>30</td>
<td>8,000.00</td>
<td>2,40,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Domestic and International Communication</td>
<td>30</td>
<td>8,000.00</td>
<td>2,40,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td><strong>9,60,000.00</strong></td>
</tr>
</tbody>
</table>

12.4 Furniture/Equipment and Office Running

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>No. of Office</th>
<th>Rate(INR)*</th>
<th>Amount(INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At Patna (Furniture/Equipment)</td>
<td>1</td>
<td>15,00,000</td>
<td>1500000</td>
</tr>
<tr>
<td>2</td>
<td>At Circle (Furniture/Equipment)</td>
<td>7</td>
<td>1,50,000</td>
<td>1050000</td>
</tr>
<tr>
<td>3</td>
<td>Office Running-Circle Office</td>
<td>7</td>
<td>2,70,000</td>
<td>1890000</td>
</tr>
<tr>
<td>4</td>
<td>At Cluster(Furniture/Equipment)</td>
<td>20</td>
<td>1,50,000</td>
<td>3000000</td>
</tr>
<tr>
<td>5</td>
<td>Office Running-Cluster</td>
<td>20</td>
<td>2,70,000</td>
<td>5400000</td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total</strong></td>
<td></td>
<td><strong>1,28,40,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

*The above rate is without service tax. The service Tax will reimbursable on actual basis on production of proof of payment of service tax.
13.0 Responsibilities of professional
Individual responsibilities of professional are enclosed as Annexure.

14.0 Hours of Work for professional
The Consultants personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the concessionaire. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor’s activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

15.0 Actual Payment
The payment to M/s Rodic Consultants Private Limited shall be made as per actual executed contract value in anticipation of release of instalments by PFC & State Govt.

16.0 Authorisation for Payments:
M/s Rodic Consultants Private Limited shall submit bills / invoice in four copies duly verified by Engineer -in-charge and countersigned by ESE of concerned circle/ ESE of H.Q. Project for payment along with related documents to Chief Engineer (Project-II), NBPDCCL, Patna. The field offices will submit the verified bill through concerned Electrical Superintending Engineer to CE (Project-II).

17.0 Paying Authority:
The Senior Manager (Accounts), NBPDCCL, Patna will be the Payment Authority. Taxes, as applicable, will be deducted at source by the Paying Authority from the Bills/Invoices of PMA as per Rules.

18.0 Contract Agreement
M/s Rodic Consultants Private Limited, Gurgaon has to enter into a Contract Agreement with the NBPDCCL in prescribed format on Non Judicial Stamp Paper of Rs. 1000.00 as per General Conditions of Agreement under RFP and other Conditions attached with the tender specification. Contract Agreement format is enclosed in RFP.

19.0 Jurisdiction
The contract Agreement shall be governed by and interpreted in accordance with the laws of India. The contract Agreement has been entered into in the State of Bihar and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Patna. No other jurisdiction shall be applicable.

20.0 This Letter of Award is subject to compliance of all the terms and conditions indicated in RFP Identification No. 46/PR/NBPDCCL/2015.
21.0 Any work, deliverables not specifically mentioned in scope of work in RFP but necessary for the project shall have to be done by M/s Rodic Consultants Private Limited at no extra cost to NBPDCIL.

22.0 In case of any typographical mistake, error & omission, ambiguity, NBPDCIL's interpretation will be final.

23.0 The PMA shall ensure that the name of NBPDCIL does not appear in any of its advertisements, product demonstrations, sales promotion schemes, or any publicity initiatives, without obtaining explicit written permission of NBPDCIL. In this regard, NBPDCIL, however, reserves the right to reject any such request made by bidder.

24.0 Subletting of contract not allowed.

25.0 Terms & Conditions not covered in the foregoing paragraphs shall be guided by the bid documents along with amendments & pre-bid clarifications and the same shall form the part of LOA. In case, any error is observed in the LOA on a future date, the same shall be rectified as per terms of the NIT. Owner's interpretation of the terms & condition of the RFP document shall be final and binding on the PMA.

26.0 Please acknowledge the receipt of the order and execute the agreement immediately after deposit of Security/Performance Guarantee as indicated in the LOA.

Yours Faithfully,

(S.S.P. Srivastava)
Chief Engineer (Project-II)