

*The Brihan Mumbai Electric Supply & Transport Undertaking*

(OF THE BRIHAN MUMBAI MAHANAGAR PALIKA)

Deputy Chief Engineer (Planning) Establishment

TELEPHONE : (022) 22816247  
FAX : (022) 22856776  
CODE : BEST  
E-MAIL-ID : dcepl@bestundertaking.com

Backbay Veej Bhavan,  
3rd Floor, Plot No. 149/150,  
Gen. Jagannath Bhosale Marg,  
Backbay Reclamation,  
Mumbai - 400 021.

ADDRESS ALL COMMUNICATION BY  
TITLE NOT BY NAME

Our Ref.: DCEPL/47D-II/ 20 /2017

DATE: 23 JAN 2017  
24 JAN 2017

Shri Subir Saha **6683**  
General Manager (IPDS)  
Power Finance Corporation Ltd.  
"Urjanidhi", 1 Barakhamba Lane,  
Connaught Place,  
New Delhi : 110 001.

Sub : Appointment of Project Management Agency for IPDS.

Ref : PFC Sanction letter no 02:10:IPDS:MSEDCL:  
Maharashtra- 38056 dtd. 25.04.2016.

Dear Sir,

This has reference to Sanction letter received for approval of projects proposed to execute under IPDS and Rs.104.65 Crs. towards the project cost for the BEST Undertaking.

As a part of compliance, BEST Undertaking has appointed M/s. ICRA Management Consulting Services Ltd. as Project Management Agency for IPDS vide Contract Work Order no. H/9499/171 dtd. 16.01.2017. The copy of the same is attached herewith for your perusal.

Thanking you,

Encl : As above

Yours faithfully,

*A.S. Sawakhande*  
*22/1/17*  
(A.S. Sawakhande)  
Dy. Chief Engineer (Planning)  
Authorized Signatory on behalf of  
BEST Undertaking

*7524*  
*3/11*

*Sh. Prakash K.*

5176

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File No.DMM(SB)/08/ADVT/Tr.31184/171/2016-17



RECEIVED  
ELECTRIC SUPPLY & TRANSPORT UNDERTAKING  
(OF THE BRIHANMUMBAI MAHANAGARPALIKA)

Job Dt : 16/01/2017

Parivahan Bhavan, Mumbai - 400 001.

**\* CONTRACT WORK ORDER \***

**NO : H/9499/171**

Date of Releasing C.W.O. :

[I0215]-ICRA MANAGEMENT CONSULTING SERVICES LTD.  
LOGIX PARK, 1ST FLOOR,  
PLOT NO A4 & A5,  
SECTOR 16  
NOIDA UP  
Email ID : tenders@imacs.in

DMM(S/B)/08/9499/2016-17/Advt  
Date : 13/01/2017

IMP. : Complete Order Ref. as above should be specified on all Challans, Bills and Correspondence.

Inspecting Authority / User department : DCEPL  
Please supply the undermentioned article(s) at our

1. Tender No. <u>DMM(S/B)/08/TCU/31184/2016-17/Advt</u>	Opened On <u>27/10/2016</u>	Indent Ref No <u>PF/377347</u>	Date <u>01/08/2016</u>
2. As per your Quotation thereof			

Item No. LF No.	Description & Specification	Quantity (Unit)	Rate (Rs.) (Per Unit)	Delivery Schedule
01 1099608	APPOINTMENT OF CONSULTANT AS PMA Spec : Appointment of consultant as Project Management Agency (PMA) for monitoring projects [under Integrated Power Development Scheme (IPDS)] of the Undertaking	1.00 NO(S)	5990000.00 15.00% Srv/Tax WITH DCEPL	JOB TO BE CARRIED OUT FOR 36 MONTHS IN CONSULTATION
Gross Rate : Rs. 6888500.00 Total Cost : Rs. 6888500.00 Approved By : COMMITTEE On 13/01/2017 Audited By : 212604 On 16/01/2017 vide BCR No. 277 on 10/01/2017				

1. Payment : As per section V of schedule VII. (enclosed Annexure -A)
2. Price : FIRM
3. Qty Variation Clause: CONTRACT EXTENTION - THE CONTRACTUAL PERIOD SHALL BE EXTENDED FURTHER FOR A PERIOD OF 6 MONTHS, AT THE OPTION OF THE UNDERTAKING.
4. R.P./L.D. Clause : Accepted(Ann.'B')
5. S.D. Information : You will be required to furnish S.D. of Rs. 688850/- within 15 days from the date of receipt of this P.O., Online If you furnish S.D. in form of B.G., you will have to pay Admini. Charges of Rs. 2000/- in our Cash Dept at Dadar/Colaba.
6. Facility Charges : The facility charges of Rs. 2000/- towards the use of e-tendering facilities, shall be deducted directly from 1st bill.
- 7) CONTRACT VALIDITY PERIOD:-48 months from the date of opening of technical bid i.e. from 26.10.2016 to 25.10.2020.

Signature valid

Your attention is drawn to the Conditions printed overleaf, particularly Conditions No. 2, 5 & 9.  
Digitally signed by Baavra  
Durdandi Koshti  
Date: 2017.01.16 14:22:53 IST  
Reason: Approved

VAT TIN NO : 27430247983V w.e.f. 01/04/2006  
CST TIN NO : 27430247983C w.e.f. 01/04/2006

Received on behalf of ICRA MANAGEMENT CONSULTING LTD. on 16-JAN-2017  
Prakash Tiwari - Analyst - Energy  
Maruti Dagadu Bhojane

Digitally signed by Maruti Dagadu Bhojane  
DN: cn=Best Undertaking, ou=Transport and Electric Supply, postalCode=400001, st=Maharashtra, 2.5.4.20=1a192b17c165e7f5c61a3c78228330e5500e693c020e6e78e0f2d5745678e6, serialNumber=36144028e79c33e6ca1c0b1c164de36323a327761342a4504d994a2b0c4d11, cn=Maruti Dagadu Bhojane  
Date: 2017.01.16 14:23:35 +05'30'

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3.2 The contract price includes all Taxes & Duties **except Service Tax**, which will be paid to the Contractor at actual as per the rate stipulated in Contract Document. The Performance Bank Guarantee will be generally released to the PMA, only after completion of its claim period & satisfactory completion report by the department.

3.3 Prior to making a claim under the security deposit, the Undertaking shall, in every case, notify the PMA about the nature of the default for which the claim is to be made.

**4.0 TAKING OVER BY THE UNDERTAKING**

**4.1 Progressive Completion Certificate:**

During the execution of the services and for the purpose of payment in stages, the representative of the Undertaking shall issue the progressive completion Certificate to the PMA. The Progressive completion certificate should be issued only after the user section, where sample of inspection have been carried out, brought in operation to the satisfaction of the Undertaking and rectification of all defects by Turnkey Contractor as pointed out by the PMA.

**4.2 Performance Certificate :**

Upon successful completion of the PMA's obligations under the Contract, including correction of all defects by the Turn key Contractor as pointed out by the PMA, and after the fulfillment of all the obligations under the contract, the Undertaking will issue a Performance Certificate.

**4.3 Right of Access :**

Until the Performance Certificate has been issued, the PMA shall have the right of access to all parts of the Works and to records of the working and performance of Works, except as may be inconsistent with any reasonable security restrictions by the organization responsible for operating the Works.

**4.4 Unfulfilled Obligations :**

After the Final Contract Completion Certificate has been issued, the PMA and the Undertaking shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

**5.0 INSPECTION OF WORKS AND WORKMANSHIP AND PAYMENT THEREOF:**

**5.1 The Contract Price (Fees) :**

Payment for the Inspections shall be made on either a lump sum or unit rate basis as applicable.

5.2 Any Service Tax which are payable by the Undertaking on the above described Inspections and services will be paid separately, as per the rates specified elsewhere.

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*(Handwritten signature)*  
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- 6.3 If the Undertaking's Representative disagrees with or cannot verify any part of the draft final statement, the PMA shall submit such further information as the Undertaking's Representative may reasonably require and shall make such changes in the draft as may be agreed between them. The PMA shall then prepare and submit to the Undertaking's Representative the Final Statement as agreed.
- 6.4 If following discussions between the Undertaking's Representative and the PMA and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Undertaking's representative shall deliver to the Undertaking (with a copy to the PMA) an Interim Payment Certificate for those parts of the draft final statement which are not in dispute. The dispute may then be resolved under Clause 9, Section VII in SCHEDULE VII, in which case the PMA shall then prepare and submit to the Undertaking (with a copy to the Undertaking's Representative) a Final Statement in accordance with the outcome of the dispute.

**7.0 Discharge :**

When submitting the Final Statement, the PMA shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all payment due to the PMA under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the security deposit referred to in Clause 1.0, Section VI in SCHEDULE VII, has been returned to the PMA.

**8.0 Issue of Final Payment Certificate :**

The Undertaking's Representative shall issue to the Undertaking, with a copy to the PMA, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge, stating:

- 8.1 The amount which is finally due,
- 8.2 The schedule for making final payments with respect to (i) completion of all services under the Contract, and (ii) successful completion of all obligation under the contract Period, and
- 8.3 After giving credit to the Undertaking for all amounts previously paid by the Undertaking and for all sums to which the Undertaking is entitled, other than under Clause 9 below, the balance, if any, due from the Undertaking to the PMA or from the PMA to the Undertaking, as the case may be.
- 8.4 If the PMA has not applied for a Final Payment Certificate in accordance with Clause 6 above, the Undertaking's Representative shall request the PMA to do so. If the PMA fails to make such an application within a period of 28 days, the Undertaking's Representative shall issue the Final Payment Certificate for such amount as he considers being due.

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**SECTION VI OF SCHEDULE VII****ANNEXURE - B****1.0 Liquidated Damages for Delay**

1.1 If the PMA fails to comply with Clause 13.1, Section II in SCHEDULE VII, the PMA shall pay to the Undertaking Liquidated damages for delay to be calculated at a rate of 0.5% (Half percent) of the value of the services (activity wise) delayed excluding Service Tax and provisional sum (if any) for every week or part of the week which have elapsed between the stipulated time for completion of the services and date stated in progressive completion certificate, but subject to maximum limit of 10%.

1.2 The Liquidated Damages for the delay applicable to individual activity shall not be attributed to the PMA subject to the condition specified in the Clause 8, Section VII in SCHEDULE VII "**Force Majeure**" and the mutually agreed genuine causes brought on the records thereof by the PMA.

1.3 Further L.D for services not executed and penalty as specified in Clause 2.4 below, due to the reasons attributed to the PMA, Maximum 10% on value of services delayed beyond the stipulated milestones shall be levied in addition to **RISK AND COST**.

**Note:** That L.D. will be levied on value of services delayed beyond the stipulated milestones.

**2.4 Penalty Clause :**

If it is observed that the PMA agency fails to inform the discrepancies during the execution of the works, the penalty of 0.5% of the cost of works of such activity shall be imposed.

**2.5 Limit for Penalty and Liquidated Damages for Delay :**

The maximum limit for liquidated Damages, including penalty stated in Clause 2.4 above, for delay shall be 10% (ten percent) of the contract value of works.

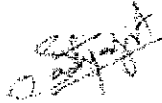
**2.0 The Defect Liability Period :**

The defect liability period for the works executed by the Turnkey Contractor, excluding the five major items are two years from the date of the completion of the contract and five years for the major items. Being a service contract, the defect liability shall be taken upto end of all works of PMA including closure of scheme.

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			insurance, the same shall be forming the part of the tender of appointment of the Turnkey Contractor/ Contractors and thus BEST Undertaking will be overall indemnified.
	8.0	The tenderer/PMA shall agree to this clause about Force Measure and confirm the same.	We agree to this clause about Force Measure and confirm the same.
	9.0	The tenderer/PMA shall agree to this clause about Claims, Disputes and its Settlement and confirm the same.	We agree to this clause about Claims, Disputes and its Settlement and confirm the same.
	10.0	The tenderer/PMA shall agree to this clause about Arbitration and confirm the same.	We agree to this clause about Arbitration and confirm the same.

Authorized Signatory:




Satyajit Suklabaidya  
Assistant General Manager  
ICRA Management Consulting Services Limited  
#1802, 18th Floor, Tower 3,  
Indiabulls Finance Centre,  
Senapati Bapat Marg,  
Elphinstone, Mumbai-400 013