



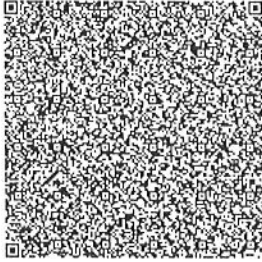
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL054755603970770  
Certificate Issued Date : 18-Jan-2016 03:22 PM  
Account Reference : IMPACC (IV)/ dl775803/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL775803093299910579410  
Purchased by : RECTPCL  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : RECTPCL  
Second Party : Not Applicable  
Stamp Duty Paid By : RECTPCL  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

This agreement (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is executed at New Delhi on this 18<sup>th</sup> day of the month of January, 2016, between, M/s Kanpur Electricity Supply Company Limited, Kanpur (hereinafter called the "Owner/KESCO") of the First Part and, M/s REC Transmission Projects Company Limited, New Delhi (hereinafter called the "Consultant/RECTPCL") of the Second Part;



C. Jha  
In-charge (H.O.)

Both the Owner and the Consultant are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

#### WHEREAS

- (A) The Owner vide email dt.30.10.2015 invited proposal from RECTPCL for appointing RECTPCL as Project Management Agency(PMA) and to prepare Detailed Project Report(DPR)for implementation of **Integrated Power Development Scheme (IPDS)**in KESCo.'s area of operation;
- (B) The Consultant in response to above offer submitted its proposal vide letter dt.12.11.2015. The Consultant, having represented to the Owner that they have required professional skills, personnel and technical resources, the Owner after considering the proposal submitted by the Consultant has vide its letter No. 88/KESCo/SE (HQ) dated 14.12.2015 agreed to engage the Consultant for providing the Services as mentioned in clause 1.1(e) of the Contract for implementation of the IPDS in KESCo.'s area of operation (Hereinafter referred to as the "Project").

NOW THEREFORE the parties hereto hereby agree as follows:

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clause 2.5 hereof between the Owner and the Consultant;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause-2.1 hereof;
- (d) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (e) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix-A hereto.

(f) "Starting Date" means the date referred to in Clause-2.2 hereof;

(g) "Third Party" means any person or entity other than the Owner or the Consultant.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal but only of Owner and the Consultant. The Consultant, subject to this Contract, shall have complete charge of its Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

## **1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

## **1.4 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

### **For the Owner:**

Attention: Shri G.C. Jha,  
Superintending Engineer (HQ), KESCO  
Facsimile: +91 9839109112

### **For the Consultant:**

Attention: Shri Bhupender Gupta,  
Addl. CEO, RECTPCL  
Facsimile: +91 11 4796 4747



1.6.2 Notice will be deemed to be served/effective as follows

- (a) In the case of personal delivery or registered mail, on delivery; and
- (b) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.6.3 A Party may change its address for notice hereunder by giving the other Party advance written notice of such change pursuant to this Clause.

## **1.7 Location**

The Services shall be performed at Kanpur or at such location required / approved by Owner.

## **1.8 Authority of Consultant**

The Consultant hereby authorize Shri Bhupender Gupta, Addl. CEO to act on their behalf in exercising the entire Consultant' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

## **1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of the Owner by G C Jha, SE, HQ or his designated representative;
- (b) On behalf of the Consultant by Bhupender Gupta, Addl. CEO or his designated representative.

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall become effective upon signing by both the parties.

### **2.2 Commencement of Services**

Unless otherwise agreed to between the Parties, the Consultant shall begin to carry out the Services under this Contract immediately from the date of signing of this Contract by both Parties; Provided that if any other date is agreed to, the Services under the Contract shall commence on such other date as may be agreed to between the Parties in writing..



### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause-2.7.1 hereof, this Contract shall come to end when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

### **2.4 Entire Agreement.**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **2.5 Modification**

Any modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be made only by a written agreement between the Parties.

### **2.6 Force Majeure**

#### **2.6.1 Definition**

In the event of either party being rendered disabled by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean:

- Acts of God(Such as but not limited to fires, earthquakes, tidal waves, droughts, floods)
- War, Civil Riots, foreign hostilities/invasion, rebellion, insurrection, military or usurped power, acts of terrorism,
- Riot, strikes, lock-outs or disorders.

Upon the occurrence of any of aforesaid events/cause, a Party affected by an event of Force Majeure shall notify the other Party of such cause/event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event. Further, the Party affected by such Force Majeure events/cause shall also upon cessation of such events/ cause inform the other party immediately and in any case not later than seven (7) days. In the event of occurrence of such Force Majeure events/ cause the time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause event lasts.



Signature

Signature

## 2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under this Contract due to any Force Majeure event/cause shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## 2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## 2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or mutual consultation for reasons beyond the control of the Consultant.

## 2.6.5 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure or as indicated above at 2.6.4, have become unable to perform a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.7 Termination

### 2.7.1 By the Owner

The Owner may after the occurrence of any of the events specified in paragraphs (a) to (e) of clause 2.7.1 hereof by written notice of not less than sixty (60) days', terminate the Contract.

Provided that before issue of any such notice of termination of the Contract, the Owner shall issue a notice requiring the Consultant to show-cause as to why the Contract shall not be terminated and such notice shall be replied to by the Consultant within 14 days from the receipt thereof.



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- (a) If the Consultant fail to remedy a substantive failure in the performance of their obligations under this Contract;
- (b) If the Consultant become insolvent or bankrupt;;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-6hereof;
- (d) If the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant know to be false;
- (e) If the Consultant has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.

#### **2.7.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses- 2.7.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued till the date of termination or expiration,
- (b) Any right which a Party may have under the Applicable Law.

#### **2.7.3 Cessation of Services**

Upon termination of this Contract by notice to pursuant to clauses-2.7.1 hereof, the Consultant shall, immediately upon receipt of such notice, take all- necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **2.7.4 Payment upon Termination**

If due to any reason or decision of the Owner/the Govt./Regulator, the assignment is dropped or the Consultant is directed to discontinue work, the "Drop Dead Fee" shall be paid to the Consultant as per payment terms and claim already raised to the Owner plus the sum of all liabilities and expenditure incurred, if any, relating to the assignment, till the point of calling off the assignment.

### **3.0 OBLIGATIONS OF THE CONSULTANT**



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### 3.1 General

#### 3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third parties.

#### 3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultant, comply with the Applicable Law.

### 4.0 OBLIGATIONS OF THE OWNER

#### 4.1 Payment

In consideration of the Services performed by the Consultant under this Contract the owner shall make to the Consultant such payments and in such manner as is provided by Clause-5 of this Contract.

#### 4.2 Services and Facilities

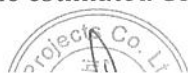
The Owner shall make available free of charge to the Consultant the Services and facilities listed under **Appendix-B**.

### 5.0 PAYMENTS/COMPLETION PERIOD & OTHER CONDITIONS

5.1 The cost of services and contract value payable in Indian Rupees including completion period of project and other conditions is set forth in **Appendix-C**.

5.2 Terms of Payment: Payment will be made by the Owner to the Consultant as follows:

- a) 10% 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% of the estimated Consultancy Fee shall be released on submission of draft DPRs.





Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (c).

- c) 5% of the Consultancy Fee (of approved DPR amount) shall be released on approval of DPRs from Monitoring Committee plus the balance amount as referred above at stage (a) and (b) shall be released.
- d) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Finalization of tender documents and issuance of NITs.
- e) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Finalization and Award of Contract.
- f) 60% of the Consultancy Fee shall be paid in two component
  - i. Fixed monthly payment @1/24 of 30% of the Consultancy Fee (of approved DPR) shall be released on monthly basis
  - ii. Balance 30% of the Consultancy Fee (of approved DPR) shall be released in three equal instalments ( 10% each) in the months of 14 , 22 and 30 from start of project
- g) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Final closure of the contracts

5.3 The Consultant shall submit the bills to the Owner indicating the work done by him during the period for which payment is sought.

5.4 The Owner shall cause the payment of the Consultant as per above given in schedule of payment above within fifteen (15) days after the receipt by the Owner of the bills.

## 6 FAIRNESS AND GOOD FAITH

### 6.1 Good Faith:

The parties undertake to act in good faith respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### 6.2 OPERATION OF THE CONTRACT:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the parties hereby agree that it is their intention that this Contract shall operate fairly as between them and

without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7hereof.

## **7.0 JURISDICTION AND APPLICABLE LAW:**

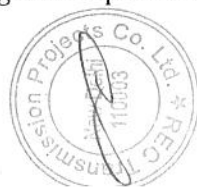
This Contract including all matter connected with this Contract shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts at Delhi.

## **8 SETTLEMENT OF DISPUTES:**

### **8.1 Amicable Settlement**

Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof, the same shall first be resolved by mutual discussion between MD, KESCo and CEO, RECTPCL. However, in case no amicable decision is arrived at within 30 days from such dispute or disagreement etc., the same shall be referred to Arbitration as provided hereunder:

1. A Party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other Party.
2. The Party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. RECTPCL and KESCo shall jointly appoint a Sole Arbitrator.
4. If Sole Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, the Parties may appoint another Sole Arbitrator in his/her place. Such person shall proceed with the reference from the stage where his predecessor has left if both Parties consent for the same; otherwise, he shall proceed de novo.
5. The arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.



*G.C. Jha*  
(G.C. Jha)  
Civil Engineer (H.Q.)

6. The parties to the arbitration will bear the fees and expenses of arbitration in equal proportion.
  7. The seat of arbitration will be New Delhi.
  8. The arbitration proceedings will be conducted as per provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.
- 8.2** The courts of New Delhi alone shall have exclusive jurisdiction on any dispute arising out of this contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF [OWNER]**

By Shri G. C. Jha,  
Superintending Engineer (HQ), KESCO.  
Authorized Representative

**FOR AND ON BEHALF OF [CONSULTANT]**



*[Handwritten Signature]*  
By Shri Bhupender Gupta,  
Addl. CEO, RECTPCL  
Authorized Representative

Place:

Date:

**Encl: Copy of Letter of Award No. 88/KESCO/SE(HQ) dated 14.12.2015**

*[Handwritten Signature]*  
(G.C. Jha)  
Engineer (H.Q.)

**DESCRIPTION OF THE SCOPE OF WORK**

**1. General Information & Scope Of Work**

The detailed scope of work is as follows:

i. Project Formulation

- a) Formulation of DPR's

ii. Monitoring and coordination of bidding process

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

iii. Project Planning and Implementation

- a) Assisting KESCo. in preparation of detailed work implementation schedule in association with turnkey contractor.
- b) Coordination & monitoring of project implementation activities.
- c) To monitor DPR wise monthly physical & financial progress of the scheme, prepare a consolidated report & submit to KESCo. for onward submission to nodal agency.
- d) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with KESCo. & Contractor.
- e) To assist KESCo. to verify creation of assets from asset register of KESCo.
- f) Recommend the claim of KESCo. for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- g) Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines.
- h) To assist KESCo. in supervision of flow of funds in dedicated bank account of projects

iv. Quality Monitoring

- a) To prepare a Quality Assurance (QA) Plan with the approval of KESCo.

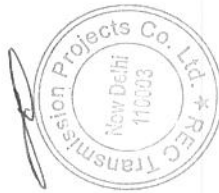


- b) Field quality inspection of ongoing/ completed works
- c) Joint inspection (along with representative of KESCO.) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable).

v. MIS& Web Portal up-dation

- a) Assisting KESCO. in timely updation of information on KESCO. / Nodal agency Web portal.
- b) Periodic reporting to the Project Management Cell of KESCO.
- 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.

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



*G.C. Jha*  
(G.C. Jha)  
Superintending Engineer (H.Q.)  
KESCO. Kanpur

## APPENDIX-B

### **DUTIES OF THE OWNER**

- 1.0** In order to ensure smooth operations the Owner shall submit the following INPUTS to the Consultant:
1. Name of all existing 33/11 KV substations, Details of existing 33/11KV S/s equipment, rating of equipment, Geographical details
  2. Details of existing 33KV feeders, 11KV feeders, and consumers details along with route map and Single line diagram etc.
  3. The baseline data for preparation of DPR is available with KESCO.
  4. Updated Schedule of rates, Cost sheets of related works and Energy consumption details for the last 05 years.
  5. Any other documents required for satisfactory completion of work as per scope of work.
- 2.0** Owner shall provide free of cost office space along with all requisite infrastructure to the consultant to accommodate at least 5 officials.
- 3.0** Owner shall make payments as per terms of payment specified in Clause-5 of this agreement.



*G.C. Jha*  
(G.C. Jha)  
Superintending Engineer (H.Q.)  
KESCO, Kanpur

**(COST OF SERVICES)**

**1.0 Contract Price**

The Contract Price for the complete scope of the work, as defined in the Bid Document, shall be **0.80% of sanctioned project cost of Rs 460.68 Crores, that is, Rs 3.68 Crores** (Rupees Three Crore and Sixty Eight Lakhs Only). The Contract Price is excluding Service Tax & Duties which shall be payable extra as per prevailing rates.

**2.0 Terms of Payment**

- a) 10% 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% of the estimated Consultancy Fee shall be released on submission of draft DPRs. Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (c).
- c) 5% of the Consultancy Fee (of approved DPR amount) shall be released on approval of DPRs from Monitoring Committee plus the balance amount as referred above at stage (a) and (b) shall be released.
- d) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Finalization of tender documents and issuance of NITs.
- e) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Finalization and Award of Contract.
- f) 60% of the Consultancy Fee shall be paid in two component
  - i. Fixed monthly payment @1/24 of 30% of the Consultancy Fee (of approved DPR) shall be released on monthly basis
  - ii. Balance 30% of the Consultancy Fee (of approved DPR) shall be released in three equal installments ( 10% each) in the months of 14 , 22 and 30 from start of project
- g) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Final closure of the contracts.



APV - (Jha) (H.O.)

### 3.0 Other Conditions

- a) In order to ensure smooth operations, KESCO would appoint a Nodal Officer for the assignment who will provide various inputs like accounts data etc. throughout the execution of the assignment.
- b) Wherever relevant Data/input required for the assignment, is not available from KESCO, suitable assumptions would be made by RECTPCL under intimation to KESCO.
- c) If the anticipated information/facility/ decision is delayed from KESCO, and the nature of inputs from KESCO is such that it is essential for the continuation of the assignment, KESCO and RECTPCL shall agree on how the affected part of the services shall be carried out.
- d) All payments would be made by KESCO within 15 days from the date of invoice.
- e) In case of any dispute, the matter shall be mutually decided between MD, KESCO and CEO, RECTPCL.
- f) RECTPCL would normally be required a prior notice of at least two working days for attending any meeting/discussion/hearing etc.
- g) RECTPCL would not participate in any discussion/make presentations/offer justification with any other consulting agency/lender etc. apart from KESCO.
- h) The charges mentioned in the proposal are exclusive of any taxes, service taxes and duties, WCT, statutory levies, etc. All taxes and duties including service tax shall be paid by KESCO. Variation in Taxes and duties and imposition of additional Statutory Levies, duties, taxes by Central / State Government or any other competent authority with prospective / retrospective effect shall be accordingly payable by KESCO. The prevailing service tax rate is 14.5 % as of now.
- i) In case KESCO desires third party inspection of material to be supplied by Contractor should be conducted by RECTPCL at the manufacturer's premises that would be charged @ 0.2% of the Project Outlay. Invoice shall be raised quarterly on pro-rata basis for this activity separately.
- j) Only one time preparation of Detailed Project Reports (DPRs) based on the inputs provided by KESCO is covered in the present scope of work.



21/10 / (G.C. Jha)  
Director (H.Q.)



- k) KESCO 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 RECTPCL shall in no way be responsible to bear either the charges or put in any extra effort in order to assist KESCO in such activities relating to such law suits.
- l) Recommendations, suggestions of RECTPCL for stages once accepted by KESCO (including as per clause (i) above, shall not be revisited or revised due to any change in the views of KESCO or Govt.
- m) RECTPCL would follow its own procedures/systems for all the activities relating to the assignment including appointment of sub-consultant, engaging other agencies for any purpose/activities related to the assignment.
- n) RECTPCL 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.
- o) RECTPCL's services shall be purely advisory in nature including all documents and recommendations and RECTPCL shall in no way be responsible or hold any liability for any disputes, lawsuits and or consequential loss, damages to either KESCO or any other party in any manner whatsoever.
- p) Once the advice/recommendations of RECTPCL are accepted by KESCO or KESCO decides to ignore the advice i.e. acts in a manner not consistent with the advice of RECTPCL or RECTPCL is directed otherwise, RECTPCL shall in no way be responsible or hold any liability for any disputes/legal cases and or consequential loss, damages to either KESCO or any other party in any manner whatsoever.
- q) The contract period is for 33 months. In case delay beyond the stated contract period due to reasons not attributable to RECTPCL, RECTPCL will charge additional monthly consultancy fee which shall be decided after mutual discussion between RECTPCL and KESCO.



*G.C. Jha*  
(G.C. Jha)  
Superintending Engineer (H.O.)  
KESCO, Kanpur

#### 4.0 Time Schedule / Completion Period

The total duration of the Contract period would be Thirty Three (33) Calendar Months from the signing of Contract or from such other date as the Parties may mutually agree in writing which includes:

1. Six (6) Calendar Months for Preparation of Detailed Project Reports (DPRs) and Contract Award.
2. Twenty Four (24) Calendar Months for Project Monitoring as a Project Management Agency.
3. Three (3) Calendar Months for project closure.



*(Handwritten Signature)*  
(G.C. Jha)  
Superintending Engineer (H.Q.)  
KESCO, Kanpur



# Kanpur Electricity Supply Company Ltd.,

14/71 Civil Lines, Kesa House, Kanpur

Fax - 05122530218

Mobile 9839108666

Email: kescopac@gmail.com

No. 88 / KESCO/SE (HQ)

Dated 14.12.2015

Sh. Bhupendra Gupta,  
Additional C.E.O.  
RECTPCL, Upper Ground Floor,  
Antriksh Bhawan, 22, KG Marg,  
New Delhi-110001

## Sub: Proposal for Project Management Agency (P.M.A) in respect of IPDS of KESCO

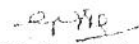
Kindly referred to your letter no. RECTPCL/BD/KESCO/2015-16/1796, Dated 30.11.15 regarding P.M.A. in IPDS for which the compensation payable to RECTPCL for consultancy as per scope of work mentioned in chapter 4 'Scope of Work' @ 0.80% of the sanctioned project cost that is Rs. 460.68 Cr. (excluding taxes & duties) & amount of consultancy will be Rs. 3.68 Crore (excluding taxes & duties) and the terms of payment as given below a to g is acceptable to KESCO.

All payment shall be in Indian Rupees (INR) only. The payment terms will be as follows:

- (a) 10% 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% of the estimated Consultancy Fee shall be released on submission of draft DPRs. Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (c).
- (c) 5% of the Consultancy Fee (of approved DPR amount) shall be released on approval of DPRs from Monitoring Committee plus the balance amount as referred above at stage (a) and (b) shall be released.
- (d) 5% of the Consultancy Fee (of approved DPR amount) shall be released on Finalization of tender documents and issuance of NITs.
- (e) 5% of the Consultancy Fee (of 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 Consultancy Fee (of approved DPR) shall be released on monthly basis.
  - ii. Balance 30% of the Consultancy Fee (of approved DPR) shall be released in three equal installments (10% each) in months of 14, 22 and 30 from start of project.
- (g) 5% of Consultancy Fee (of approved DPR amount) shall be released on Final closure of the contracts.

### Other Conditions

All Conditions acceptable to KESCO

  
(G.C. Jha)

Superintending Engineer (H.Q.)



  
(G.C. Jha)  
Superintending Engineer (H.Q.)  
KESCO, Kanpur