

(Invited through e-Tendering mode only)

For

**SELECTION OF ZONALIMPLEMENTATION AGENCY FOR
PACKAGE-5 UNDER
“11 KV RURAL FEEDER MONITORING SCHEME”**

No. RECTPCL/Feeder Monitoring/2017-18/10

Dated: 17/05/2017

REC Transmission Projects Company Limited

(A wholly owned subsidiary of REC, a 'Navratna CPSE'

Under the Ministry of Power, Govt of India)

ECE House, 3rd Floor, Annexe – II,

28 A, K G MARG, NEW DELHI – 110 001

Website: **www.rectpcl.com**

Description of task, e-Reverse Auction and procedure is provided in the Bid document available on RECTPCL website (**www.rectpcl.com**), REC website (**www.recindia.com**), e-tendering website (**www.mstcecommerce.com**) and(**www.eprocure.gov.in**)

Important Dates	
Date of Release of Bid Document	17/05/2017
Last date of queries/ seeking Clarification	23/05/2017, up to 17:00 Hrs. (IST)
Pre bid Meeting	26/05/2017, at 15:00 Hrs. (IST)
Start of Tender and Registration on MSTC portal	17/05/2017 , 10:00 Hrs. onwards
Close of Registrationon MSTC portal	01/06/2017, at 15:00 Hrs. (IST)
Last date of submission	02/06/2017, till 15:00 Hrs. (IST)
Date of opening of technical bid	02/06/2017, at 17:00 Hrs. (IST)
Start of e-Reverse Auction	Shall be intimated separately

Note:

Online registration shall be done on e-tendering website i.e. http://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp& in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

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SECTION-I

TENDER INFORMATION

REC Transmission Projects Company Limited (RECTPCL) is a wholly owned subsidiary of Rural Electrification Corporation Limited, a Navratna Public Sector Undertaking, and was incorporated on 8 January 2007 as public limited company. RECTPCL's registered office is situated at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003, India. RECTPCL is engaged inter -alia in the business to promote, organize or carry on the consultancy services and/ or project implementation in any field relating to transmission and distribution of electricity in India or abroad.

Name of the Assignment

REC Transmission Projects Company Limited invites bids from competent agencies for work of "Selection of Zonal Implementation Agency for Development of 11 KV Rural Feeder Monitoring Scheme" located at power distribution sub stations having 11 kV Rural Feeders in various distribution companies on Pan India basis.

Important information

S. No.	Event	Information to the agencies
1	Release of NIT	17/05/2017
2	Last date of queries/ seeking Clarification	23/05/2017, up to 17:00 Hrs. (IST)
3.	Pre-bid Meeting	26/05/2017, at 15:00 Hrs. (IST)
4	Start of Tender and Registration on MSTC portal	17/05/2017 , 10:00 Hrs. onwards
5	Close of Registration on MSTC portal	01/06/2017, at 15:00 Hrs. (IST)
6	Last date of submission of bid	02/06/2017, till 15:00 Hrs. (IST)
6	Date of opening of Technical Bid	02/06/2017, at 17:00 Hrs. (IST)
7	Start of e-Reverse Auction	Shall be intimated separately
8	Close of e-Reverse Auction	Shall be intimated separately
9	Tender Document	The details can be downloaded free of cost from the websites www.rectpcl.com (or) www.recindia.com (or) http://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp (or) www.eprocure.gov.in
10	Pre Bid Meeting Address	REC Transmission Projects Company Limited ECE House, 3 rd Floor, Annexe – II, 28 A, K G MARG, NEW DELHI – 110 001 Tel: 011 – 47964705, Telefax : 011-47964747

11	EMD #	Rs. 6,50,000/- (Rs. Six Lakh Fifty Thousand only)
12	Address for Bid submission/EMD/PBG	Shri. Bhupender Gupta , Addl. CEO REC Transmission Projects Company Limited ECE House, 3 rd Floor, Annexe – II, 28 A, K G MARG, NEW DELHI – 110 001 Tel: 011 – 47964705, Fax : 011-47964704 Email- bgupta@recl.nic.in
13	Contact Person	Shri. Arun Kumar Chaturvedi , Manager REC Transmission Projects Company Limited ECE House, 3 rd Floor, Annexe – II, 28 A, K G MARG, NEW DELHI – 110 001 Tel: 011 – 47964708, 9650130505 arun.k.chaturvedi78@gmail.com , akchaturvedi@recl.nic.in

The EMD (Earliest Money Deposit) is to be submitted by all the participating bidders of an amount as indicated above in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Form-6**" or Bank Demand Draft drawn in favor of REC Transmission Projects Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

Earnest Money shall be forfeited in case of the following:

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- b) On refusal to enter into contract agreement after issuance of Letter of Award (LoA)
- c) Non submission of Contract Performance Guarantee.

SECTION-II

INSTRUCTION TO BIDDERS

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of a noncompliance the response is liable to be ignored/ summarily rejected.
3. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website http://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp or from e-tender link given in RECTPCL/REC Website, viz, <http://www.rectpcl.com>, <http://www.recindia.nic.in>

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECTPCL through MSTC Website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. The vendor may obtain the same from MSTC. The website link is: http://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp

Please note that RECTPCL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

- b) The Agency qualifying the criteria mention in Section VI should upload Bid document with duly signed scanned soft copy of the documents given below for the prequalifying response:
 1. Pre- Qualifying Criterion Documents/Technical Bid
 2. Form-1 -----Bid Submission Form
 3. Form-2 -----No deviation Certificate Form
 4. Form-3 -----Acceptance form for participation in e-reverse auction event
 5. Form-4 ----- Power of Attorney
 6. Form-6 ----- Earnest Money Deposit
EMD of Rs.6,50,000/-in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Transmission Projects Company Ltd”, New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.
 7. Documents required in supporting of pre-qualification criteria details.

- c) Financial Bid

Form-5-----Financial Proposal (to be submitted through online mode only as per the defined process in the bidding document.)

SECTION-III

INTRODUCTION & OBJECTIVE

Introduction

- With average AT & C losses of around 26%, major reforms in the Power sector, especially in Distribution Sector are required to keep up the desired economic pace. The major challenges in this segment pertain to; Access and Quality of power, Lack of Information about actual quantity and quality of power supply to the consumers, absence of adequate supporting infrastructure of meters/modems on the feeders/DTs/Consumers etc. With the above perspective, IPDS scheme, (erstwhile RAPDRP scheme) of MoP was launched to capture real time supply, billing and collection parameters, incorporating within its scope not only work on all aspects of 11 KV feeders, but also Distribution transformers and consumers in urban areas.
- To get a complete picture of the entire distribution network in country, it is essential to capture real time supply parameters of rural India. Currently there are approximately 1 Lakh rural domestic/agricultural/mixed feeders in the country. In the above perspective, to ensure achievement of “24 x7 Power for All” vision for All” vision of government, it is essential to monitor the availability/quality of power supply in rural areas of the country by capturing actual distribution parameters- Power supply, outages and conduct feeder wise Energy audit and AT&C losses estimation. Hence, a proper real time monitoring of power supply parameters at Feeder level is mandatory, which is achievable by providing an appropriate Meter Data Acquisition System (MDAS) capturing real time information from feeder meters.

Objective of the Assignment

To develop a Self-sustained independent web based system for automated 11 kV Rural Feeder Monitoring Scheme through Data Logging of various essential parameters of all the Outgoing 11kV rural feeders from 66, 33/11 kV sub stations installed in the Sub-Station and make the information available online for various stake holders including public portal, on real time basis for power supply monitoring, alerts, meter data analysis, information dissemination and energy audit.

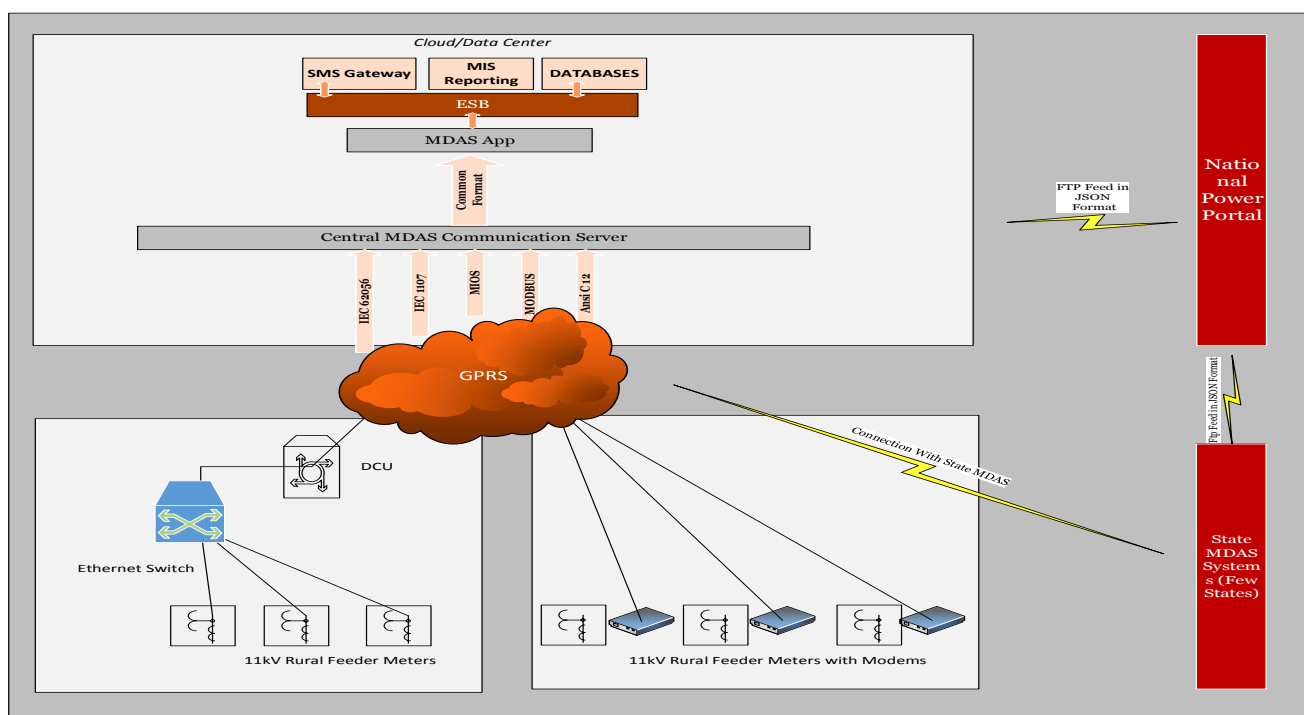
The System would help for monitoring power supply, proper planning, decision support and taking corrective actions on the business activities in addition to transparently disseminating the power supply status.

The System would further facilitate consolidation of various parameters downloaded from the meters installed on the feeders into a common database thus enabling generation of various holistic MIS reports for analysis and actions.

In order to achieve above objectives, it is essential to have proper metering infrastructure along with Data storage & forwarding device for all the 11 kV feeders and Meter Data Acquisition System (MDAS)

Proposed Methodology

The data from feeder data from feeder meters is proposed to be captured on a real time basis using two a real time basis using two modes as depicted in the following figure:



As per the proposed system, either individual modem shall be installed at each feeder and data shall be transferred to the Central MDAS or meter data shall be first captured by a common data concentrator unit (DCU) and then DCU shall transfer the data to the Central MDAS. The meter data from modem/ DCU to MDAS shall be transferred through various technologies like GPRS//GSM/Edge/3G/ 4Gtechnology.

The MDAS shall be hosted on Centralized Cloud Server which shall be provided by RECTPCL. As per the proposed system, the meter data shall be stored by Modem/ DCU in 15/30 minutes interval and transferred to Central MDAS for the 24 hours period on daily basis. The meter data shall be stored and made available for various analysis, generation of exception report and export to third party system etc. System shall also be accessible on Internet and information dissemination would be primarily through a web site designed on responsive technologies for facilitating access through Internet. A web application with user and role based facility would be made available to various Discoms through Internet.

Project Implementation Strategy

The implementation strategy defines the overall approach to be adopted for the rollout of the system. Considering the fact that scheme is to be implemented on many states by different vendors of Modems/DCUs, it is necessary to ensure integration of various types of modems with all types of existing meters on 66/33/11 kV Rural feeders and integration of Central MDAS with various makes of Modems.

A. **Central Implementation Agency:** In view of this complexity, it is necessary to demonstrate the Concept and therefore, at the first instance a Package-1 comprising of Central MDAS along with installation& integration of modems in 4 states has been considered. The selected bidder

is designated as **Central Implementing Agency (CIA)**. The brief scope under that bid document was as follows:

- Supply of MDAS/MIS application, customization, integration and implementation, with 5 years warranty and support.
- Supply of modems, peripheral equipment & SIM with 5 years warranty & support for four states
- Installation and Commissioning of Modems, provisioning of connectivity and integration with MDAS
- Hosting of MDAS/ MIS on Cloud Server. Cloud Server will be provided by the Owner.
- Integration of MDAS with other software /system & Modems/DCUs to be supplied in other packages
- Integration of Central MDAS/ MIS with the National Power Portal for report generation as per requirement.
- Operation & Maintenance of the entire system for 5 years after implementation phase and Go-Live of the system as per bid document.

Zonal Implementation agency (ZIA): While MDAS will be established by Central Implementation agency, rollout of project to capture real time rural feeder data on a national platform requires various agencies. Hence the work of installation of modems on rural feeders along with provision of network connectivity and integration with above established MDAS needs to be implemented on a zonal approach. Thus four more packages are required to be Bid Out. **Out of these four Packages, this Bid is for Package-5** and for other packages, bidding would be commenced in subsequent phases. The implementing agency under these packages shall be designated as **Zonal Implementing Agency**.

B. The tentative scope under these packages (for Zonal Implementing Agency) is/ shall be as under:

- Supply, install, DCUs/ Modems, cables, connectors, casing or any other system required at 66/11 kV and/or 33/11 kV substations in the states under the respective package for capturing automated meter data, on line supply status and transmit the same on real time basis to the central MDAS server of CIA.
- Provide Install, operate & maintain the required network connectivity at slave location to ensure the transfer the data to Central MDAS.
- Interfacing with Central implementing agency for proper integration of its system with Central MDAS.
- Operation & Maintenance of the entire system under respective package for 5 years.
- Transfer the infrastructure supplied & installed along with required license to designated agency at the end of Contract period

The detail of proposed packages, States and tentative quantity of modem/DCUs etc. is tabulated below:

Tentative Bill of Quantity of various Packages is as under:

Package-1			
State	11 KV Modem Count	66/33 KV Modem Count	Total
Telangana	6825	1000	13705
Chhatishgarh	3300	500	
Uttrakhand	827	125	
Gujrat	1128	0	
Package-2			
State	11 KV Modem Count	66/33 KV Modem Count	Total
Andaman & Nicobar	38	23	12646
Kerala	1300	125	
Tamil Nadu	2068	475	
Pondicherry	63	15	
Odisha	1591	318	
Punjab	4976	1654	
Package-3			
State	11 KV Modem Count	66/33 KV Modem Count	Total
West Bengal	4109	966	8573
Nagaland	203	34	
Arunachal Pradesh	295	51	
Sikkim	70	12	
Tripura	254	52	
Meghalaya	183	31	
Andhra Pradesh	1200	0	
Assam	967	146	
Package-4			
State	Modem Count	66/33 KV Modem Count	Total
MP	1200	700	16645
Maharashtra	12832	1913	
Package-5			
State	Modem Count	66/33 KV Modem Count	Total
Haryana	7849	880	9827
Chandigarh	28	7	
Himachal Pradesh	886	177	
Package-6 (Only DCUs)			
State	DCUs Count	Total	
Karnataka	1450	2057	
Bihar	190		
J&K	372		
Mizoram	45		
Grand Total Modems			61,396
DCUs			2,057

The detail of states under various packages is tentative and may change during actual roll out of the packages.

Central Implementation agency shall coordinate with above 5 zonal implementation agencies and integrate state wise systems into central MDAS.

- C. **Cloud Platform:** Entire system is proposed to be hosted on a central cloud platform, which shall be separately procured by the client, i.e. RECTPCL. Central Implementation agency shall host the established system of MDAS on the so established cloud based data center, and ensure web based access to all Stakeholders-MoP, state governments, DISCOMs, REC etc.

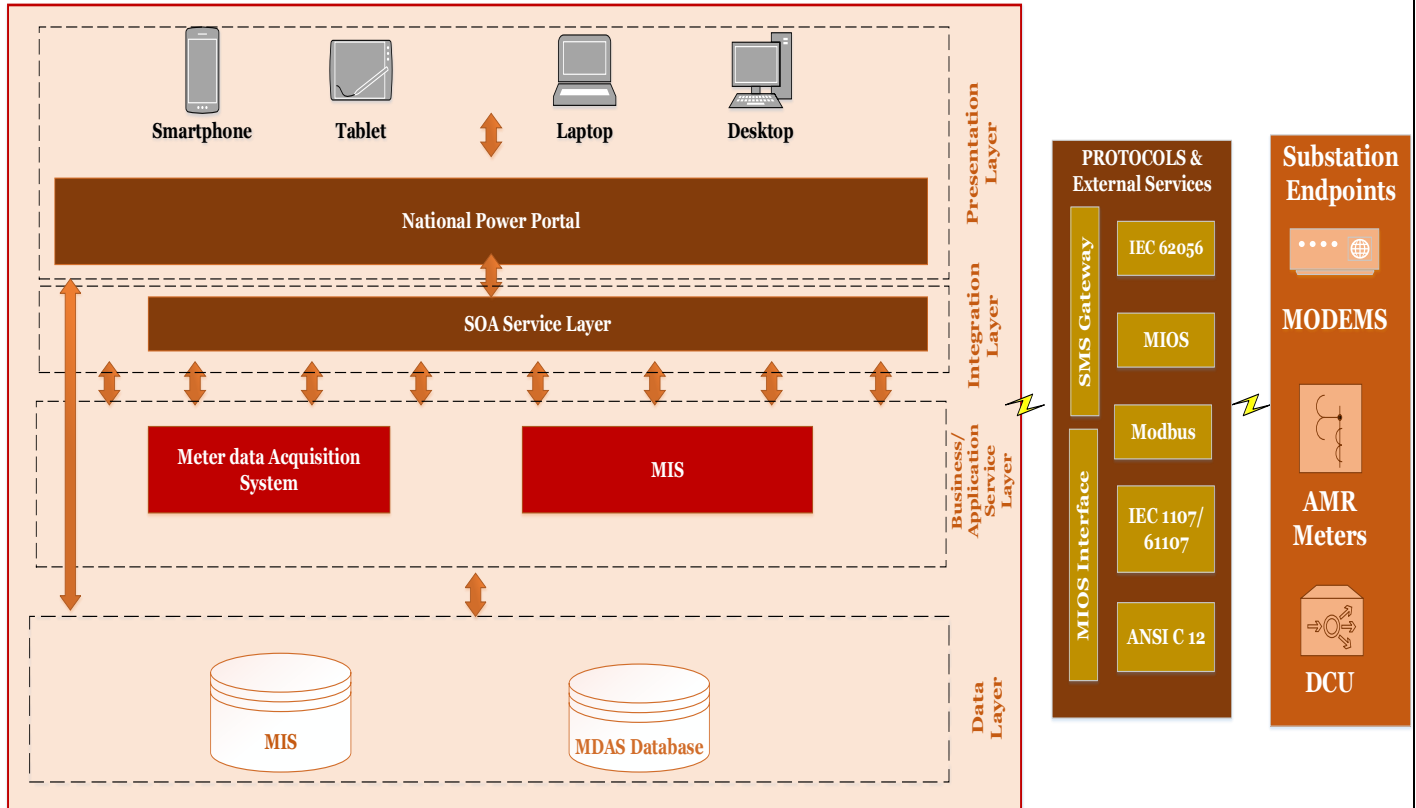
The time duration for implementation of entire project is one year from date of selection of agencies. However, Central Implementation Agency and all Zonal implementation agencies shall be given six months implementation period each from the date of award to execution of their respective packages.

SECTION-IV

GENERAL FEATURES OF SYSTEM

As per the proposed architecture, each 11 kV feeder meter shall be provided with smart device which could be a modem/DCU along with GPRS/GSM/Edge/3G/ 4G SIM card to transfer the meter data to Centralized MDAS. The MDAS shall be installed on a cloud server and the access of all data shall be available to various stakeholders through web interface. The data captured at cloud server shall also be linked to National Power Portal of Ministry of Power (NPP) of Ministry of Power.

4.1 Proposed Application reference model



The application architecture reference model of the proposed system is shown in figure above. The proposed architecture shall be multi-tier Service oriented architecture consisting of the following layers:

- Presentation Layer
- Integration Layer
- Business/Application layer
- Data Layer
- Protocol conversion layer
- External Services
- Substation end points

1. Presentation Layer

The presentation layer consists of the following components:

- a) A **Web based user interface** displaying a set of rich and user friendly web pages that are compatible with all the leading web browsers as well as browsers that are available on smart phones/tablets. This will be hosted on the cloud server and shall fetch the data from MDAS/MIS and can be accessed by all the stakeholders' viz. MoP, Discoms, State officials, REC etc.
- b) The **National Power Portal (NPP)** to aggregate information from all the different sources (state and Central MDAS) together in a uniform way. National Power Portal (NPP) is a unified portal to collect and disseminate all standardized data on power generation, transmission & distribution. It is web based portal hosted in the NIC for the Ministry of Power, Government of India.

The integration of the MDAS with National Power Portal can happen using

- Data feeds in a pre-defined JSON format transferred to the National Power Portal from the database using FTP mechanism.
- Web services that are deployed on the SOA service bus.

2. Integration Layer

The integration layer shall consist SOA Service bus also known as the Enterprise Service Bus (ESB). The primary purpose of the service bus shall to facilitate interoperability among different software applications/components of the proposed application as well as external components such as National Power Portal.

3. Business/Application layer

The business/application layer shall be a set of components where the business logic for the proposed application is stored. The main application components that make up this layer are as follows:

- a) Meter Data Acquisition System (MDAS)

MDAS will carry out real-time data acquisition from the deployed meters, and organize the data in the database in a Common Data Format (CDF) in the MDAS database. MDAS application mainly consists of following components:

- Communication server application: Communication server application will establish communication with modem/DCU and process the data sent by the device.
- Open Platform Communication (OPC) Server application: OPC server will read the raw data which was received by communication server application and convert the raw data to actual meter data that would be stored in the database.

- b) Management information system (MIS).

MIS solution will provide the ability to extract and access information related to meter data from the MIS database for a numbers of measures and generate reports. Reports can be Operational, MIS or Regulatory in nature. This layer would be built using the MIS database application layer that would organize the data in MIS database and display the reports on NPP using web services hosted on the Service bus.

4. Data Layer

The data layer shall consist of the databases/scheme as used for storing the data sent by meters and the results of various MIS reports. These databases would be open source relational database compatible with the MDAS software. The frequency of collection of various data has been tabulated below:

S. No.	Data Type	Frequency of data collection
1	Load Survey Data	Load survey data would be collected locally in meter at 15/30 min frequency and all the aggregated data pushed to MDAS once in every 24 hours.
2	Instantaneous Data	This Instantaneous data shall be send to MDAS by modem on Event Basis i.e. as and when event happen the same shall be reported to MDAS.
3	Real time alerts of any type/Outage log	Pushed whenever event is created on a real time basis.

From above, it can be seen that the frequency of collection for Load survey data would be 96/48 per day, instantaneous data would be 96/48 per day and this data would be pushed once a day. The event based alerts would be pushed whenever the alert occurs.

5. Protocol Layer

The protocol layer would provide the necessary bridge / interface to connect meters/modems of different make to the central MDAS application.

Protocol layer would carry out the necessary conversion to a common format (MIOS) understood by the central MDAS system. This layer would be created by the implementation agency and may use API's provided by different manufacturers. The different type of protocols that are currently used by meters are DLMS/COSEM (IEC 62056), Modbus RTU/TCP, IEC 1107/61107, ANSI C12 and few proprietary protocols.

6. External Services

The key external service that would be invoked would be the SMS service facilitated by a SMS gateway. An SMS gateway typically sits between the end user who needs to send/receive SMS and a mobile network's SMSC. Such gateways provide a choice of protocols, including HTTP, SMTP, SMPP and Web services. Providers of SMS gateway services include SMS aggregators and mobile operators.

7. Substation Endpoints

The substations endpoint includes the individual modem or DCU with modem and meters. These are installed at the substation to collect data from meters at the desired frequency. The flow of data from meter to Database would be through the protocol conversion layer, MDAS application and MDAS database. Data stored in MDAS database can be directly sent to NPP using data feeds and/or exposed through a web service.

4.2 Proposed Cloud Server

As per the proposed system, the application shall be hosted on Cloud Server to be provided by the Owner. The different types of servers that would be used to host the proposed application components are:

- Database Server: This server would host the MDAS and MIS database which includes the RDBMS software and the data. These databases could be any of the leading Relational databases compatible with MDAS application.
- SOA Service Bus server: This server would host the SOA service bus/service bus software to provide the interoperability between the current and any future applications. An open source Bus is to be used.
- MIS Server: This server would host the MIS software components that would be used to create and display various reports /dashboards in a drill down format. Open source solutions need to be provided for MIS reporting software.
- MDAS & FTP servers: This set of servers would receive data from the meters and process this data to be uploaded to the MDAS database.
- SMS gateway: This would be optional in case external SMS gateway service is not available. This can be omitted otherwise.
- Web servers: This will be used to display various reports generated by MIS.

The quantity of servers, their configuration, specification etc. shall be finalized with selected bidder as per the system requirement.

4.3 Proposed Network Connection

The data transfer from Modems/DCUs to central/state MDAS should be achieved by using (2G/3G/4G) GPRS technology. The bidder shall tie up with more than one network provider so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider.

In case of availability of better communication medium viz. optical fiber, V-sat etc., the proposed SIM services may be terminated/modified and suitable formula would be devised for deduction in payments against transfer of monthly data from SIM providers.

4.4 Proposed Parameters to be captured

- 4.4.1 The proposed Feeder Monitoring Scheme is expected to provide continuous on line monitoring and logging of essentially, though not limited to, the following parameters in respect of all 11 kV rural feeders: -
- Voltage
 - Current

- Active Energy
- Reactive Energy
- Apparent Energy
- Average Power Factor
- Frequency

4.4.2 The proposed system is expected to provide continuous on line monitoring and logging of above mentioned parameters and capability to disseminate information on web based application for:

1. Number of system outages
2. Duration of system outages
3. Peak Load of feeders
4. Voltage Profile of Feeder

4.4.3 The System shall transfer the complete load profile of the meter data for the 24 hrs. period at designated time intervals to the central server. The meter data shall be stored and made available for various analysis and generation of reports.

4.5 Dashboards and Reports

The application software shall have drilldown dashboards for depicting the real time status of the feeders along with the details of the energy flow statistics. Further, the vendor should provide for changes, updating, modifications, new dash boards and reports during the entire project implementation as per the requirement of the Owner as and when required. The reports shall be generated and published periodically on the web server and shall be readily available for download and consumption. Further all the reports generated shall have option of exporting into xls, pdf etc.

Some of the reports that needs to be generated at desired periodicity are:

1. Feeder Load curve
2. Feeder Current trend
3. Voltage Profile
4. Power Factor
5. Outage Report
6. Seasonal Demand Curve
7. Continuously over loaded feeders.
8. Any other reports which can be generated from the available data.

The above reports are indicative and further reports along with details and formats of the dashboards and reports to be generated online shall be finalized with the vendor during the implementation.

SECTION-V

BROAD SCOPE OF WORK AND TECHNICAL SPECIFICATIONS (PACKAGE-5)

The bid is for selection of Zonal Implementation Agency (ZIA) for Package- 5 under “11 KV Rural Feeder Monitoring Scheme (Project)”.

The broad scope of work for ZIA is as follows:

Broad Scope of Work

The objective of the project is to capture real time supply parameters of around 1.1 lakhs rural/Agriculture/mixed feeders of the country on to a national platform and provide web based access of same to all stakeholders. As per the proposed system, either individual modem shall be installed at each 66/33/11 KV rural feeder and data shall be transferred to the Central MDAS or meter data shall be first captured by a common data concentrator unit (DCU) and then DCU shall transfer the data to the Central MDAS. The meter data from modem/ DCU to MDAS shall be transferred through various technologies like /GPRS//GSM/Edge/3G/ 4G technology.

The MDAS shall be hosted on centralized Cloud Server which shall be provided by RECTPCL. As per the proposed system, the meter data shall be stored by Modem/ DCU in 15/30 minutes interval and transferred to Central MDAS for the 24 hours period on daily basis. The meter data shall be stored and made available for various analysis, generation of exception report and export to third party system etc. System shall also be accessible on Internet and information dissemination would be primarily through a web site designed on responsive technologies for facilitating access through Internet. A web application with user and role based facility would be made available to various Discoms/other stakeholders through Internet.

Central Implementing Agency shall design and develop the MDAS application, host the MDAS on the Cloud Server to be provided by the owner, provide the modems in the identified 4 states, provide networking solution including supply of SIM cards, integration of feeder meter of 4 states with Central MDAS, integration with different makes of Modems/ DCUs of other states during the implementation phase and maintain the entire application during the post-implementation phase for 5 years. Bidder shall be responsible for transferring the Meter data to Central MDAS as per SLAs given in the subsequent section of the bid document. At the end of Contract period, the ownership of the infrastructure supplied & installed along with required license shall be transferred to designated agency. The orientation of system is based on the actual output of the services and not merely on Infrastructure development as can be seen in payment terms and conditions. A very crucial role of such agency shall also be ensuring integration of systems established by other Zonal Implementing agencies(during the course of implementation period of project)to national central MDAS system established by CIA and ensuring seamless flow of data and generation of useful reports for all 11 KV rural/agricultural/mixed feeders of the country..

Zonal Implementing Agency to be selected through this bidding process and shall be responsible to provide the modems/ DCUs in the identified states under Package-5, provide networking solution including supply of SIM cards, integration of feeder meter of identified states/UTs with Central MDAS and maintain the entire system under the package during the post-implementation phase for 5 years.

In case of no communication/network available, the implementation agency may also acquire meter data through MRI. The minimum automatic data inflow requirement for no penalty under package is 90%. Therefore, bidder can acquire data of 10% of total number of feeders only under this package through MRI for the purpose of payment/incentive

The scope of work of Zonal Implementation Agency is as follows:

Zonal Implementing Agency

S.N.	Description
Development and Implementation	
1.	Supply, install, operate & maintain Modems, cables, connectors, modem casing or any other system required at 66/11 kV and/or 33/11 kV substations in the states of Haryana, Chandigarh, Himachal Pradesh for automated meter data, on line supply status and transmit the same to the central MDAS server of CIA..
2.	Integration of Modems/ DCUs with Central MDAS and ensuring flow of requisite data as per the standard defined in clause 8.33 of GCC.
3.	Provide Install, operate & maintain the required network connectivity at slave location for 3 states mentioned in point no. 2 and suitable connectivity at central server level.
4.	Acquisition of Meter data through Meter Reading Instrument (MRI) in the above mentioned 3 states, in case of no communication available, as per the limit defined in the bid document
5.	Provide required manpower for operation, maintenance & updating of system implemented.
6.	Impart the required training to DISCOM officers for operation & usage of system.
7.	Transfer the infrastructure supplied & installed along with required license to designated agency at the end of Contract period.
8.	The bidder shall tie up with more than one network providers as per requirement of specific states in this package, so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider. In case of availability of better network communication medium in future in four states, the proposed SIM services may be terminated/modified and suitable formula would be devised for deduction in payments of vendor against transfer of monthly data from SIM .
9.	Monthly/Quarterly Generation of various reports in respect of down time of Network, Modems/DCUs, and Feeder Meter (Availability Report of various components)

Specifications of Equipment under this package

Modem Specifications

Indicative list of modem specifications is below:

S. No.	Modem Specs
1	The modem at the feeder end will have a suitable interface facility to connect with meter by using RS232/RS485/RJ11 cable. If required, modem may also be retrofitted on optical port of the meter. Modem should have one Ethernet port or any suitable port to connect through Optical Fiber Cable, Leased Lines or VSAT in future.
2	The offered modem should be capable of operating on the power drawn from the meter input itself. Auxiliary power supply will not be acceptable. Modem should be capable of working on 3 Phase – 4 wire, 50 Hz. Power supply which must work even if single phase supply is available. Surge capacity of 6 kV required certificate issued by any Govt. body/NABL accredited lab is to be produced in this regard.
3	The modem should be capable to transfer the entire data in 5 minutes after connection is made.
4	SIM card holder, modem cover and body should have arrangement for sealing. Modem should be rugged, compact and reliable in design.
5	Modem should be capable of operating with SIMs of any service provider available in the area.
6	The modem should have flexible external antenna to enable placement of the antenna at the location of strongest signal inside the metering cubicle. Below are the antenna features:- 1. 6dBi Spiral Antenna 2. 3dBi Finger Type Antenna (Optional)
7	The modem should be an intelligent modem with store and transfer facility. It should also have diagnostic feature to check & transmit Network Strength.
8	Modem should be capable of working for 24 hours every day under the field conditions. Should have remote start / stop and restart feature
9	EDGE/GPRS Data transmission Features:- 1. Multi Slot Class 12 or Multi Slot Class 10 2. Mobile Station Class B 3. Modulating and Coding Schemes: MCS 1 to 9 4. Packet Channel Support: PBCCH 5. Dual Band GSM/GPRS 900/1800 Mhz 6. GPRS between feeder modem and data center should be more than 40kbps
10	SMS Features:- 1. Point to Point MO and MT 2. SMS Cell Broadcast, Text and PDU Mode 3. White listed
11	LED Status Indicators
12	Environmental Specs:- Operating Temperature: -20°C to +60°C Storage Temperature: -40°C to +80°C
13	Shall have program over the air feature. The modem firmware shall be reprogrammed from server remotely.
14	Modem should be auto configurable by itself to the different makes of meters, i.e. plug &

	play. Modem should be compatible with Meters, Non DLMS meters & legacy version meters viz., electronic meters etc.
15	Modem should support pull model as well. In case of data is required from the data center end, and then connection will be established from DC end to the device.
16	When the GPRS modem is busy collecting the data from the meter and the request comes to get the data, then priority shall be given to request from data center.
17	In the event of an outage, the modem should be able to send the outage alert to the data center.
18	Modem should meet the following EMI/EMC specifications: Electrostatic Discharge IEC61000-4-2 Fast Transient Burst IEC61000-4-4 Surges Immunity IEC61000-4-5 Conducted emission as per IEC61000-3-2 Radiated emissions as per CISPR 22 Radiate Immunity as per IEC61000-4-3
19	The modem shall have sufficient memory to store resident software and data. The memory shall be scalable / upgradable.
20	The modem shall have non-volatile memory, so that the registered parameters will not be affected by loss of power.
21	Modem should have 10 MB non-volatile data memory.
22	Modems should be able to send outage alerts to MDAS which should send SMS alerts to operators as and when the alert is received.

Network Specifications:

Indicative list of Network specifications is below:

S. No.	Specifications
1	White listed APN solution with best available download and upload speed which should be more than 40 kbps. SIM should have Static IP address Two way communication should be possible from server to SIM and vice-versa.
2	Minimum EDGE/GPRS/3G/ 4G Data transmission Features:- 1. Multi Slot Class 12 or Multi Slot Class 10 2. Mobile Station Class B 3. Modulating and Coding Schemes: MCS 1 to 9 4. Packet Channel Support: PBCCH 5. Dual Band GSM/GPRS 900/1800 Mhz 6. GPRS between feeder modem and data center should be more than 40kbps
3	SMS Features:- 1. Point to Point MO and MT 2. SMS Cell Broadcast, Text and PDU Mode 3. White listed

4	The bidder shall tie up with more than one network providers as per requirements in specific states of the package, so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider. In case of availability of better network communication medium in future in any of states in package, the proposed SIM services may be terminated/modified and suitable formula would be devised for deduction in payments of bidder against transfer of monthly data from SIMs of that particular state.
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SECTION-VI

QUALIFICATION CRITERIA (PACKAGE-5)

The minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following “Qualification Requirements” and on production of the required documentary evidences along with the Tender.

S.No.	Criteria	Supporting Documents Required
1.	The bidder shall be a private/public Company registered under Companies Act 1956	Certificate of Incorporation and Registration
2.	Proposals shall be submitted by an individual Bidder or through Joint Venture. Joint Venture means One Partner who should be an OEM (Modem /DCU / Communicable Meters) and one other partner.	Self-Declaration by the Power of Attorney holder. JV agreement in case of Joint Venture
3.	The bidder (single)/ any partner (JV) should be an OEM (Modem/DCU/Communicable Meters) providing services to Govt./ Pvt. power utilities directly or through System Integrator in India for the past 5 financial years.	Proof of Work Orders and/ or other relevant certificates to substantiate the same.
4.	The bidder (single)/ any partner (JV)/ Consortium partner (JV) shall have experience of providing System Integration Services	Proof of Work Orders & Performance Certificates to be submitted.
5.	Bidder (single)/ any Partner (JV) must also have manufactured & supplied at least 4920 nos. GSM/ GPRS modems/meters/ DCUs out of which 1970 nos. should be under single contract. Bidder (single)/ any Partner (JV) / Consortium partner must have integrated these 1970 nos. of modems with the server (must have acquired the data from the meter & pushed it to head end system) seamlessly.	Proof of Work Orders & Performance Certificates from procurer to be submitted.

S.No.	Criteria	Supporting Documents Required
6.	The bidder (single) should have average financial turnover of Rs. 08 Crore during last four financial years ending on 31- Mar-2017 (i.e. for the FY 2013-14,2014-15 & 2015-16, 2016-17). In case of consortium / Joint Venture, the lead partner should meet minimum 60% of the Turnover requirement and the other consortium partner should meet minimum 30% of the total requirement. However, jointly Turnover must be Rs. 08 Crore	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Statutory Auditor to be submitted as a proof of turnover.
7.	The bidder (single) should have positive net worth for last 3 financial years ending on 31-Mar-2017. In case of consortium / Joint Venture, both the partners should have positive net worth for last 3 financial years ending on 31-Mar-2017	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Statutory Auditor to be submitted as a proof of net worth.

SECTION-VII

BID EVALUATION METHODOLOGY

Submission and Opening of Bids

A. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

C. Bid Prices

- All the prices should be quoted only in Indian Rupees (INR) Currency.
- Prices/ Rates shall be written both in words and figures. There should not be errors and/or over-writings. Corrections/ alterations, if any, should be made clearly and initialed with dates by the authorized signatory.
- There is one item against which bidder has to quote the rate. The prices quoted in price Bid Form (BOQ.xls) for complete scope of work is per unit basis for item which should be all inclusive of freight. Insurance, all taxes, duties & levies etc. as applicable.
- The quantity of total no. of modems/DCUs mentioned in bid document are tentative which may increase or decrease by 25% during execution, however the payment shall be made as per the actual work carried out by the bidder.
- Successful Bidder has to submit the breakup of taxes, duties and other levies within 2 hours after end of e-RA process
- Any statutory variation in existing rates of taxes /duties/ levies/charges during contractual completion period only of contract will be to RECTPCL/DISCOM account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies will have to be passed on to the RECTPCL/DISCOM

D. Submission of Bids

The Bids shall be submitted in accordance with the process specified in http://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp. RECTPCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents therein at any time prior to opening of bids by the Nodal Authority, in which case all rights

and obligations of Nodal Authority and bidders will thereafter be subject to the deadline as extended.

E. Late Bids

The bidder shall not be permitted to submit the soft part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. In case the bidder fails, for reasons whatsoever, to upload the soft part of the bid on the portal within the specified deadline for bid submission, its bid shall not be considered, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security) within the stipulated deadline. In such a case, the bid submitted in hard copy [specific documents (viz., bid security)] shall be returned to the bidder.

F. Bidding Process

1. The entire bidding process including electronic Reverse Auction (e-RA) shall be conducted on electronic bidding platform at www.mstcecommerce.com, created by MSTC Limited (a Government of India enterprise)
2. The Bidding shall be conducted through a two stage process comprising of Techno-Commercial Bid and the Price Bid.
3. The Bidder shall submit the scanned copy of Techno Commercial Bid online through the electronic bidding platform.
4. The Bidder shall also submit the Price Bid (shall be designated as Initial Price Offer) along with Techno Commercial bid at designated place on same electronic bidding platform.
5. In addition to the online submission, the Bidders must make physical submission of the Techno Commercial bid in one (1) original and one (1) copy.
6. There should be no physical submission of the Financial Bid.

1. Techno-commercial Bid submission and Technical Evaluation:

Bidder will be required to register on the portal created by MSTC with a unique user name, Password and Digital Signature. Once registered the bidder will receive a system generated email specifying the details of the registration and documents to be submitted to RECTPCL for Techno-Commercial evaluation including requisite Bid Security/EMD. Bidder will also furnish confirmation of technical specifications of various equipments/ software along with details required in various/schedules "INCLUDING PRICE SCHEDULE as "Initial Price Offer" so that the owner will be able to examine whether the offer submitted is technically acceptable and also confirm to our terms and conditions or not. The details of eligibility and evaluation on the same are being described as under:

TECHNICAL BID EVALUATION

The Bidding process is designed to select the vendor through technical qualification requirement.

1.1 First Stage-Fulfillment of Eligibility Criteria: The Techno – Commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated on the following points but not restricted to the same:

- a. Payment of the EMD,
- b. Meeting the Qualification Requirements as per Section-VI of this bid document.
- c. The bidder should not have been black listed / debarred by any Govt. organization/ power utility in India. Bidder has to submit self-declaration in this regard along with technical bid.
- d. Completeness of the offer to carry out all the works as per requirement.
- e. Confirmation of Technical requirements as per specifications, & confirming to all terms and conditions, without any deviations.
- f. Acceptance of Implementation/Completion period,
- g. Acceptance for payment terms & confirming to all terms and other commercial conditions etc., as specified in the terms and conditions of the Bid.

2. Price Offer:

The Financial Bid will comprise of two rounds. In the first round, the Initial Price Offer (submitted online along with the Techno Commercial) of the Technically Qualified bidders shall be opened and Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than 0.25% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of 0.25% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

Time schedule for Tender:

S. No	Description	Timelines
1.	Start of Tender and Registration on MSTC portal	17/05/2017, 10:00 Hrs. onwards
2.	Close of Registration on MSTC portal	01/06/2017, at 15:00 Hrs. (IST)
3.	Opening of Price Bid (Initial Price Offer)	Shall be intimated separately
4.	Start of e-Reverse Auction	Shall be intimated separately
5.	Close of e-Reverse Auction	

All eligible bidders after the techno-commercial evaluation will be sent separate communication regarding date and time of Price Bid opening and e-Reverse Auction.

Important Points regarding Reverse Auction:

- 1. Authorized Representative of the bidder shall create unique user id and password on the MSTC portal.*
- 2. RECTPCL's decision to award the work would be final and binding on the Agencies/ bidders.*
- 3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECTPCL, bid process, bid technology, bid documentation and bid details to any other party.*
- 4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction, failing which RECTPCL will not be liable in any way.*
- 5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECTPCL.*
- 6. RECTPCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.*
- 7. The prices as quoted by the bidder during the auction event shall be as per Financial Bid form.*
- 8. The prices submitted by a bidder during the auction event shall be binding on the bidder.*
- 9. No requests for time extension of the auction event shall be considered by RECTPCL.*

Opening of Price Offer and Start of Reverse Auction

Initial Price Offer of only those bidders who are technically qualified will be opened and hence will be able to participate in Reverse Auction as per the rules defined above under Price Offer.

PRICE EVALUATION CRITERIA

After the end of e-Reverse Auction, system will automatically compute the L-1 price and email will be sent to the L-1 bidder intimating the same and requesting him to submit break up of his bid in an excel format provided in **Annexure -1**.

i) Award of Contract

Award Criteria

Owner will award the Contract to the successful Bidders whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to have the requisite capacity and capability to perform the contract satisfactorily.

Notification of Award

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

Signing the Contract Agreement

At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Owner in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

The Contract Agreement shall be prepared within fifteen (15) days of the Notification of Award and the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

Performance Security

Performance security equivalent to 10 % of Contract value shall be deposited by the selected agency in the form of Bank Guarantee from scheduled Bank on non-judicial stamp papers of appropriate value as intimated by RECTPCL in the prescribed format provided in Section-IX, for satisfactory work performance within 15 days of issue of the Notification of Award. The Bank Guarantee is to remain valid for Contract period plus six months.

Failure of the selected agency to comply with the requirements of bid documents shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Owner may make the award to the next lowest evaluated Bidder or call for new bids. The PBG shall be released after 30 days from expiry of contract period.

Effectiveness of Contract:

The Contract shall be considered as having come into force from the date of the Notification of Award unless otherwise provided in the Notification of Award.

SECTION-VIII

GENERAL CONDITIONS OF CONTRACT

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanction by the RECTPCL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

A. GENERAL TERMS

8.1. DEFINITION OF TERMS:

In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.

DISCOM shall means the power distribution companies of India.

The "RECTPCL" shall mean the REC Transmission Projects Company Ltd. The "Customer" or "Owner" or "Owner" shall mean "RECTPCL".

The "Tenderer"/ "Bidder" shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to "Invitation of Tender".

The "Agency"/ "Vendor"/ "Contractor" shall mean the tenderer who's tender has been accepted by the "RECTPCL" and shall include the tenderer heirs, legal representative, successors and assignees approved by the Owner.

The "Engineer" shall mean the designated officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the RECTPCL or his duly authorized representative.

"Works" mean and include the work or works to be done by the contractor under the contract.

The "Contract" shall mean and include the following:

- a) Invitation of tender
- b) This bid document with issued amendments.
- c) Bid furnished by the bidder.
- d) Earnest Money Deposit.
- e) Letter of Intent and its acknowledgement.
- f) All Bank Guarantees.
- g) Formal Work order.

- h) Addenda that may hereafter be issued by the Owner to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the Owner.
- i) The agreement is to be entered as per Terms & Conditions.

The “Specification” shall mean the specification and its issued amendments; specific conditions annexed to the General Conditions, the contract schedule and the annexure thereto, if any.

The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.

The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

“Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.

The “Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.

“Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.

The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the respective states on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities.

Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not. Words importing the singular only shall also include the plural and vice version where the context requires.

Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897.

8.2 CONTRACT: After the completion of bidding process RECTPCL will issue Letter of Award to the successful bidder. A contract shall be entered into between RECTPCL and the successful bidder.

8.3 CONTRACT VALUE: Contract Value shall be calculated on the basis of quoted price of entire project as quoted in the Financial Bid Form and accepted by the RECTPCL.

8.4 CONTRACT PERIOD: The contract period shall be initially for a period of 5 years plus implementation period and the extension of the contract period shall be at the sole discretion of RECTPCL.

8.5 IMPLEMENTATION PERIOD: The implementation period shall be six months from the date of issue of work order where in all the hardware, software, resources etc. should be installed/deployed.

8.6 TERMINATION OF CONTRACT: The termination of contract is based upon the performance of the work. If the average meter read provided by the contractor is less than 75% in three consecutive months, then the contract may be terminated.

8.7 FALL BACK ARRANGEMENT: In the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the agreement terms, RECTPCL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, RECTPCL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to RECTPCL failing which RECTPCL shall have right to recover the sum through legal or other means.

The RECTPCL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The RECTPCL shall have the right in such circumstances to blacklist/barred/disqualify the agency from submission of Bid to the OWNER at least for one year.

8.8 HANDING OVER ON TERMINATION/ PROJECT COMPLITION:

In case of termination of contract or on completion of contract period, following is to be handed over to designated agencies at zero cost:

- 8.8.1. All infrastructure in working condition at Backup Centre with the licenses of operating system and database if any, has to be handed over to the designated agencies.
- 8.8.2. Application software with source code and required licenses.
- 8.8.3 All equipment's deployed by the vendor. 95% of the quantity of the transferred substation equipment's should be in working condition.

8.9. PERFORMANCE SECURITY: The selected bidder shall submit performance security as described in Section-VII above.

8.10. CONTRACTOR TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of the issue of work award. The contractor shall be deemed to have carefully examined the General Conditions, specifications and schedules also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete

erection and safe and efficient working of the equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set-forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

8.11. CONTRACT DOCUMENTS

The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Delhi Courts at Delhi only. For the due fulfillment of the contract, the contractor shall execute an agreement in the prescribed form on Delhi Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the Owner/owner shall be sent to the Agency for his reference.

The contract documents shall mean and include the following:

- i. Contract agreement along with letter of Intent.
- ii. Work order and its Annexure.
- iii. Complete specifications and its amendments.
- iv. Bid proposal form and its schedules including price schedule and completion schedules.
- v. Power of Attorney in favor of the signatory.

The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination. These terms shall be included in the Contract Agreement.

Agency shall indemnify RECTPCL against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

8.12. CHANGE OF QUANTITY

RECTPCL reserves the right to increase or decrease the quantities of items as specified in the accompanying technical specifications as may be necessary, at the time of award of

contract or during the execution of the contract. Any item can be deleted in total, if not required during execution.

8.13. GIFTS AND COMMISSIONS ETC.

Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

8.14. COMPLIANCE OF LABOUR LEGISLATION:

The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 etc. The tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

8.15 SAFETY OF SYSTEM:

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of substation equipment's installed by the vendor.

8.16 INSURANCE:

The agency at his cost shall arrange, secure and maintain all insurance (equipment's installed at substation by them & the manpower) as pertinent to the works and obligatory in terms of law to protect its interest and interest of RECTPCL against all perils. Further all material shall be procured in the name of RECTPCL with the liability of vendor for replacement, insurance till currency of contract.

8.17 REMEDY ON AGENCY'S FAILURE TO INSURANCE:

If the Agency fails to effect and keep in force insurance referred to in this document hereof or any other insurance which he may be required to effect under the terms of contract then the RECTPCL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the RECTPCL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

8.18 LIABILITY FOR ACCIDENTS AND DAMAGES:

- 8.18.1. The Agency shall be liable for and shall indemnify the RECTPCL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.
- 8.18.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the RECTPCL not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the RECTPCL or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 8.18.3. The Agency will indemnify and save harmless the RECTPCL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the RECTPCL or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to cover such indemnity.
- 8.18.4. The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the concerned Engineer, such policy of insurance and the receipt for payment of the current premium.

8.19 MAINTENANCE OF FACILITIES AND PERSONNEL:

The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.

- 8.19.1. The Agency shall provide and maintain a controlling office with requisite infrastructure at site with proper staff, & facilities shall remain open at all reasonable hours to receive communications.
- 8.19.2. The agency shall also maintain communication equipment's like telephone with fax, mobile phone, Internet etc. for interaction with RECTPCL and others.
- 8.19.3. PERSONNEL: The Agency shall maintain supervisory and other personnel for efficient management of the work under contract. The agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
- 8.19.3.1 Manager or an alternate shall be available for communication during all business hours.
- 8.19.3.2 Agency shall not change the Manager/nodal officer, frequently.
- 8.19.3.3 Agency shall immediately inform RECTPCL/Discom about any change of personnel/contact numbers through Email/ post.

8.19.3.4 Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Sr. Manager of the agency shall be consisting of Resume and photograph of the concerned personnel along with name and logo of the agency.

8.19.4. NODAL OFFICER FOR EXECUTION OF PROJECT: After award of contract to interact between the field offices and agency, RECTPCL shall appoint a Nodal Officer if required. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

8.20 AGENCY'S RIGHTS:

The agency will be given rights to operate in the area during the agreement period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of RECTPCL to observe proper functioning of meter/ Modem/DCU/MDAS installation at 66/33/11KV Substations and other metering points.

8.21 GOVERNING LAWS AND JURISDICTION:

The Indian Law shall govern the agreement. Only appropriate courts in Delhi shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

8.22 JURISDICTION FOR LEGAL PROCEEDINGS:

The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Delhi INDIA. All disputes, differences questions whatsoever arising between the RECTPCL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at Delhi only and no court other than court at Delhi , shall have jurisdiction to entertain or try the same.

8.23 SETTLEMENT OF DISPUTES:

At any time any question, dispute or difference what so ever which may arise between RECTPCL and the agency, the same shall be decided by the settlement committee constituted by Chairman, RECTPCL. The decision of the committee shall be final and binding on both the parties.

8.24 FORCE MAJEURE CONDITIONS:

In the event of either party being rendered unable 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, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely RECTPCL and the selected bidder/Agency.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, RECTPCL shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

8.25 COMPLETENESS OF CONTRACT:

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the agency as specified in this document.

8.26 INSPECTIONS AND TESTING:

The following clauses shall be applicable as per the requirement of this tender

- 8.26.1 The bidder shall furnish the valid Type Test Reports (Not Older than Three Years) for the offered material prior to supply, if same are applicable.
- 8.26.2 Before commencement of operation, OWNER shall verify the infrastructure and equipment's as per the contract terms and specification subsequent to intimation by the agency. Also the requisite tests of the software shall be carried out.
- 8.26.3 The agency has to arrange demonstration of software or the entire solutions provided by it before deployment and incorporate requirements of OWNER pertaining to work.
- 8.26.4 The inspection and testing of offered material shall be arranged by the Owner and shall be governed by the provisions of clause of General Conditions of Contract of the bidding documents. All the material supplied should be duly inspected & cleared by the Owner, before dispatch. The inspection may also be carried out by the Owner at any stage of manufacturing. The contractor/manufacturer shall grant free access to the Owner's representative at a reasonable time when the manufacturing is in progress. The contractor shall give 15 days advance intimation to the Owner to enable to depute its representative(s) for witnessing the tests. Inspection and testing of any material by the Owner against this contract shall not relieve the contractor of his obligations for supply of material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective.
- 8.26.5 The vendor shall ensure compatibility of DCU/modem with meter prior to installation of DCU /Modem

8.27. SUSPENSIONS OF WORKS:

The Owner shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

8.28. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS

Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within 120 working hours from the time of intimation of defect/damage either at the point of destination or at the Agency's works, at the cost of Agency, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 120 working hours from the date of receipt of the intimation from the Owner of such defects or damages. If the defects or damages are not rectified or replaced within this period, the Agency shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages.

8.29 FAILURE TO EXECUTE THE CONTRACT:

Agency failing to execute the order placed on them to the satisfaction of RECTPCL under terms and conditions set forth therein, will be liable to make good the loss sustained by RECTPCL/Discoms, consequent to the placing of fresh orders elsewhere at higher rate i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

8.30 NON-ASSIGNMENT: -

The agency shall not assign or transfer the contract or any part thereof to any agency/personal during the contract period.

8.31 EFFECTING RECOVERIES:

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the Agency from the Owner from this Contract as well as from other contracts.

B. TIMELINES, PAYMENT TERMS, GUARANTEES & LIABILITIES

8.32 IMPLEMENTATION AND ROLLOUT SCHEDULE (under this package)

The estimated timelines for completion of Installation and Commissioning under this contract are as indicated in the table below: -

SL NO	PARTICULAR OF ACTIVITY	TIME SCHEDULE
1.	Furnishing detailed road map and submission of detailed data sheet regarding work plan etc.	Within 15 days from the date of award of contract
2.	Design, develop, install & implement the required web based software solution for data acquisition, data aggregation, data storage in common format, data dissemination, data display on responsive portal, data analysis and depiction in form of dashboards, graphs and MIS reports etc.,	Within 60 days from the date of work order.
3.	Supply & installation of hardware viz. modems, SIM card and other accessories in one state under the Package.	Within 60 days of the work order
4.	Commencement of system in the state covered under Sr. No 3 including hosting on cloud (Completion of work in all respects including report generation).	Within 90 days of the work order
5.	Supply & installation of hardware viz. modems, SIM card and other accessories in one state (other than covered under Sr. No-3) under this Package	Within 90 days of the work order
6.	Commencement of complete system in the state covered under Sr. No 5 (completion of work in all respects including report generation).	120 days from the date of work of award
7.	Supply & installation of hardware viz. modems, SIM card and other accessories in balance one states under the Package	120 days from the date of work of award
8.	Commencement of system in all states under the package (completion of work in all respects including report generation).	180 days from the date of work of award

After submission of PERT chart by the selected bidder, activity wise detailed timelines shall be finalized.

8.33 PAYMENT TERMS

The terms of Payments shall be as stated below: -

Sl. No.	Milestone	Payment Terms
A. Modems & Other System		
1.	Interest bearing Advance (optional) on submission of Bank Guarantee.	10% of <i>Contract value of Modem & Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).</i>
2.	Successful installation of all hardware at site in states of Haryana, Chandigarh, Himachal Pradesh	10% of <i>Contract value of Modem & Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).</i>

3.	Go-Live of the System under this package (Haryana, Chandigarh, Himachal Pradesh)	20% of <i>Contract value of Modem & Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).</i>
4.	Measured deliverables and output regarding data transfer & report generations as per SLAs.	Balance <i>Contract value of Modem & Other System calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).</i> in 20 Equal Quarterly installments during O&M phase.

Note:

1. *Contract value of Modem & Other System shall be calculated based on the rate quoted at Sr. No. 1 of Form-5 (Financial Bid Form).*
2. *The SLAs will govern the penalty & deductions from payments for inferior deliverables.*
3. *The payment against all the items under Sr. no. (A) above shall be regulated state wise on achievement of respective milestones which shall be based on the Quantity as mentioned in the Bid Document. The Quantity Variation shall be dealt separately.*
4. *The interest rate on advance payment shall be SBI's Base rate on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment.*
5. *Advance shall be released only after Submission and acceptance of unconditional & irrevocable Bank Guarantees which should be of 110% of the advance amount.*
6. *Advance shall be adjusted towards the first bill and in case of balance the same shall be adjusted in subsequent bills.*

Go-Live Acceptance Criteria (under this package of Zonal Implementation Agency)

Go-Live Acceptance Criteria (for Zonal Implementing Agencies)

Following is the indicative list of acceptance criteria to be adopted for the project. The activities below will include but not be limited to the following:

- Integration of Modems with Central MDAS with at least 90% of Modems transferring data to MDAS continuously for at least 15 days
- Reports generated accurately for different stakeholders viz. Feeder Load curve, Feeder Current trend, Voltage Profile, Power Factor, Outage Report, Seasonal Demand Curve etc.
- Dashboard successfully displaying real time data

Agency Responsible for Payments:

Designated Agency/Officers for the purpose of payments shall be communicated at the time of award.

The agency/ZIA has to submit quarterly invoice in triplicate for entire area of the scope on the rates indicated in the Letter of Award. The invoice has to be raised for the quantity of the feeder monitored, meter data acquired, any other invoice as per scope of work during the quarter.

The automated report generated from the web based software indicating the quantity of data acquired and uptime of the system as published on real time basis has to be attached in support of the quantities claimed in the invoice.

The designated officer shall verify and certify the invoice through system generated reports. The vendor shall provide an interface for verification of the invoice in the software to facilitate the verification authority to compute the actual work carried out and amount of applicable penalty. The authenticity of the verification interface shall be made by RECTPCL before commencement of payment and it shall be password protected and un-editable.

100% invoice payment after deduction penalty, if any shall be made within 30 days from the date of verification of invoice.

Taxes & Duties

The successful bidder will furnish the break-up of quoted price as per the provisions of bidding documents indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposition of new taxes by Government subsequently during the currency of shall be to RECTPCL/DISCOM account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies will have to be passed on to the RECTPCL/DISCOM

Service Level Agreement (SLA)

Service Level Agreement defines the terms of the central and zonal implementation agencies' responsibility in ensuring the timely delivery and the compliance to the performance. SLAs during the Operations and Maintenance phase to be measured against the following categories:

- a. Application Availability
- b. End-to-End Communication Availability

The indicative SLAs in each category to be measured are as below:

SLA Category	SLA	Measurement
MDAS/ HESApplication Availability	99% application availability	Measured on the basis of application uptime
End-to-End Communication Availability	90% of end-to-end communication availability	Measured on the basis of average number of feeders not communicating monthly because of the non-availability of the network or faulty modem/DCU or disconnection of modem/DCU with meter
Others		

SLA Category	SLA	Measurement
Mean time to resolve (MTTR)	Application Bugs: - Critical Issues: <=24hours of reporting - Major Issues: <= 48hours of reporting - Minor Issues: <= 72hours of reporting Modem/DCU Failure (including interface cable): <=3 day of reported modem failure Network Failure: <=24 Hours of reported network failure	Measured on time taken to resolve the problem

Breach of SLA

In case the Agency does not meet the service level mentioned above, the owner will treat it as a breach of Service Level Agreement. The following steps will be taken in such a case:

1. Owner issues a show cause notice to Agency
2. Agency should reply to notice within 3 working days
3. If the owner authority is not satisfied with the reply, the owner will initiate the termination process as described in the GCC.

The SLAs may change as per owner's business needs evolve over the course of business period which will be mutually discussed and agreed upon.

Replacement of defective meters and CT PT sets

In case of any CT PT sets and meters are reported as defective, the same shall be replaced by the respective Discom within 5 working days / 120 working hours. The period during which the meter and/or CT PT set are defective shall be excluded for the purpose of meeting SLA requirement as well as for calculation of penalty.

Agreements among various Stakeholders

In order to avoid any issue during implementation as well as operation and maintenance among various stakeholders, bipartite/ tripartite agreements need to be executed. The indicative list of such agreement is as below:

1. Agreement among RECTPCL, Cloud provider, Central Implementing Agency under this package.
2. Agreement among RECTPCL, Discom & Implementing Agency of other packages (Zonal Implementing Agency).

3. Agreement among RECTPCL, Discom& State Government
4. Agreement among RECTPCL, Central Implementing Agency, Zonal Implementing Agency & Discom

The Draft Formats of following agreements are attached as per details below:

1. Annexure – 3: Tripartite Agreement among RECTPCL, Discom & CIA
2. Annexure – 4: Tripartite Agreement among RECTPCL, State Government & Discom
3. Annexure – 5: Quadripartite Agreement among RECTPCL, Discom, CIA & ZIA

The formats will be finalized at the time of execution.

Please also note that the number of agreements among various stakeholders and content of any particular agreement may be changed depending upon the requirement.

8.34 PENALTY FOR DELAY & PERFORMANCE:

- 8.34.1 Time and transfer of data from Feeder Meter to Central MDAS and generation of reports is the essence of Contract.
- 8.34.2 The Time and the Date of Completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.
- 8.34.3 The Contractor shall submit a detailed Project Evaluation Chart covering various key Phases of the Work such as Design, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied information (if any), and Installation activities within fifteen (15) days of the date of Award of Contract. If the owner of the designated action as agreed in Project Evaluation Chart delays the action for whatever reason, then suitable changes shall be made in the respective action-owner to ensure proper progress without any Cost implication to the Owner. The Project Evaluation Chart should be reviewed, updated, once every Month and submitted to Engineer.
- 8.34.4 Based on the above agreed Project Evaluation Chart, fortnightly reports shall be submitted by the Contractor to the Engineer.
- 8.34.5 Subsequent to the finalization of the Project Evaluation Chart the Contractor shall make available to the Engineer a detailed Supply Program, in line with the agreed Contract Project Evaluation Chart. Such Supply Program shall be reviewed, updated and submitted to the Engineer once every two weeks thereafter.
- 8.34.6 The ownership of property shall be transferred to designated agencies after expiry of Contract period.

8.34.7 PENALTY FOR DELAY

For any delay in implementation and rollout schedule, as per Clause 8.32, a penalty @1/2% (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value. Thereafter, RECTPCL reserve the right to cancel the contract.

8.34.8 PENALTY FOR PERFORMANCE

The following penalties will be applied in case of non-performance:

Extent of feeders information received on system (monthly)	Extent of Payment	Extent of Incentive/Penalty
95-100% of total feeders of DISCOM	No payment towards non reporting feeders	1% incentive on unit rate (as quoted at Sr. No. 1 of Form-5) in respect of feeders supplying data in excess of 95% of feeders under this package
90-95% (including 90%) of total feeders of DISCOM	No payment towards non reporting feeders	No Penalty
80-90% (less than 90%) of total feeders of DISCOM	No payment towards non reporting feeders	10% penalty on unit rate (as quoted at Sr. No. 1 of Form-5) on total number of non-reporting feeders
75-80% (less than 80%) of total feeders of DISCOM	No payment towards non reporting feeders	15% penalty on unit rate (as quoted at Sr. No. 1 of Form-5) on total number of non-reporting feeders
<75% of total feeders of DISCOM	No Payment	No Payment

In case of no communication/network available, the implementation agency may also acquire meter data through MRI. The minimum automatic data inflow requirement for no penalty under package is 90%. Therefore, bidder can acquire data of 10% of total number of feeders under this package through MRI for the purpose of payment/incentive.

Note - Incentive/Penalty shall be applicable on Monthly prorata Amount. The Monthly prorata Amount shall 1/60th of 75% of the Price Quoted at Sr. No. 1 of Form-5. The calculations of Incentive/ penalty shall be done on Monthly basis and shall be adjusted during Quarterly Payments

8.35 Guarantee:

- 8.35.1 Modems: The Contractor shall warrant that the Equipment supplied by him will be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of Sixty (60) calendar months commencing immediately upon the commissioning of modems and pushing the data to the Central MDAS.
- 8.35.2 Software: The Contractor shall warrant that the Software shall be free from defects for a period of Sixty (60) calendar months commencing immediately upon the commissioning of Software and successful integration with all states.
- 8.35.3 The repaired or new parts will be furnished and installed free of Cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the Cost of such repairs.
- 8.35.4 The acceptance of the software by RECTPCL shall in no way relieve the Contractor of his obligations under the Guarantee Clause.
- 8.35.5 The cost of any operation & maintenance works rendered necessary during the Contract period due to defect in modems/ DCUs, software and SIMs shall be borne by the contractor and the Owner shall not be liable to pay any amount towards such O&M works.
- 8.35.6 The burn out modems/ DCUs should be replaced during Contract period at free of cost.

SECTION-IX

SAMPLE FORMS & PROCEDURES

This Section (Section –IX) of the bidding documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Agency subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used un amended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Owner, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security (ies), according to one of the forms indicated herein or in another form acceptable to the Owner and pursuant to the provisions of the General Conditions of Contract.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Owner reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Agency shall be effected only if the same is approved by the Owner. The Owner's decision in this regard shall be final and binding.

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APPENDIX-1

BILL OF MATERIAL (under Packae-5)

Package-5			
State	Modem Count	66/33 KV Modem Count	Total
Haryana	7849	880	9827
Chandigarh	28	7	
Himachal Pradesh	886	177	

Note: The quantitative is tentative and it may vary during Implementation as well as O&M phase.

FORM -1

BID SUBMISSION FORM

[Date]

From: [Name, address and telephone nos. of the bidder]

To:

The Addl. CEO
REC Transmission Projects Company Limited,
ECE House, 3rd Floor, Annexe – II,
28 A, K G MARG, NEW DELHI – 110 001

Sir,

Subject: Selection of Zonal Implementation Agency (Package-5) of 11 kV Rural Feeder Monitoring Scheme.

1. We, the undersigned, are submitting our proposal for Selection of Zonal Implementation Agency (Package-5) for Development of 11 kV Rural Feeder Monitoring Scheme. We are hereby submitting our Proposal, which includes Technical Proposal, Financial Proposal (online only) & EMD sealed under separate envelopes.
2. We confirm that we meet the Selection Criteria set out in your bidding document.
3. We confirm that our proposal is valid for your acceptance for 90 days from date of Technical Bid opening.
4. We confirm that our Proposal is consistent with all the requirements / scope of work as defined in the bidding document.
5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.
6. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.
7. We undertake, if our Proposal is accepted, to initiate the activities for completion of this assignment within one week from date of issue of LOA.
8. I/We hereby declare that our company has not been banned or disqualified or black listed by any Government or any Government agencies or PSUs for a period of last five years.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder (Lead Bidder): _____

Address: _____

Telephone (office) : _____

Telephone (Mobile): _____

Fax: _____

FORM-2

**NO DEVIATION CERTIFICATE FORM
(Alternative, Deviations and Exceptions to Bid Document)**

[Date]

From: [Name, address and telephone nos. of the bidder]

To:

The Addl. CEO
REC Transmission Projects Company Limited,
ECE House, 3rd Floor, Annexe – II,
28 A, K G MARG, NEW DELHI – 110 001

Sir,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Form-2) with the following information:

Sl. No.	Reference clause in the Specifications	Deviation	Cost of withdrawal of the deviation

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Form-2 and/or in Bid Submission Form, Financial Bid Form, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Signature & Seal of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name of the Bidder:

Address of the Bidder:

FORM -3

POWER OF ATTORNEY

To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response for **Selection of Zonal Implementation Agency (Package-5) for Development of 11 kV Rural Feeder Monitoring Scheme**, including signing and submission of all documents and providing information / responses to REC Transmission Projects Company Ltd., representing us in all matters before REC Transmission Projects Company Ltd., and generally dealing with REC Transmission Projects Company Ltd. in all matters in connection with our Response to RFP.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....
(Signature)

Name:
Designation:

Accepted

.....
(Signature of the Attorney)

Name:
Designation:
Address:

.....
(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

.....
(Signature of the Executant)

.....
(Signature of Notary Public)

Place:

Date:

Notes:

- 1) To be executed by Bidding Company or the Lead Member, in the case of a Bidding Consortium, as the case maybe.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the required procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

FORM -4 (A)

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE ,the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... the bids for which have been invited by (insert name of the Employer along with address) (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period/ Guarantee Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on thisday of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

FORM-4 (B)

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Other Partner" which expression shall include its successors, executors and permitted assigns) which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for *(insert name of the package along with project name)*of *(insert names of the Employer)*, a Company incorporated under the Companies Act of 1956 having its registered office at*(insert registered address of the Employer)*..... (hereinafter called the "Employer").

WHEREAS the Lead Partner & Other Partner have entered into an Agreement dated

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the bidding documents under *(insert name of the package along with project name)*

AND WHEREAS Qualification Criteria at Section-VI forming part of the bidding documents, inter-alia stipulates that two qualified partners, meeting the requirements of Qualification Criteria as applicable may bid, provided, the Joint Venture partners fulfill all other requirements under Bid Document and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Lead Partner based on this Undertaking between both the parties; under these presents and the bid in accordance with the requirements of Bid Document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by either of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure-A(*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

WITNESS :

I.

II.

For Other Partner

For and on behalf of M/s.....

(Signature of the authorized
representative)

Note :

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Annexure-A to the Joint Venture Deed:

Name of the JV Partners	Responsibilities under the Agreement
M/s (Lead Partner)	
M/s (Other Partner)	

FORM-5

**FINANCIAL BID FORM
(To be submitted through online mode only)**

PROFORMA OF SCHEDULE OF RATES

Bidder's Name:

Price Table – I (Supply, Installation, operation and maintenance)

Bill of quantity			
S. No.	Item	Unit	Rate (inclusive of all taxes, duties etc.)
1.	Supply, Installation, Commissioning, Integration with Central MDAS, Operation & maintenance of Modems for a period of 5 years after Go Live (Including Taxes and Duties etc.)	Per Feeder/ node	
TOTAL			

Note: Successful Bidder has to provide the state/ UT wise break-up of taxes, duties and other levies.

FORM-6

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this ____ day of _____ 2016 by

(Name of the Bank)

having one its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Transmission Projects Company Ltd., registered under the Companies Act, 1956, having its office at _____ (hereinafter called "RECTPCL") which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on _____ AND _____ WHEREAS _____ M/s _____

(Name of Tenderer)

having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to RECTPCL a Bank Guarantee for a sum of Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____

(Name of Bank)

have at the request of the tenderer agree to give RECTPCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECTPCL during the period of validity as mentioned in the Tender or any extension thereof as RECTPCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECTPCL, New Delhi on demand without demur to the extent of Rs. _____ Rupees _____ only).

We further agree as follows: -

1. That RECTPCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECTPCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECTPCL of its liberty with reference to the matters aforesaid or by reason of time being given to the

Tenderer or any other forbearance, act or omission on the part of the RECTPCL or any indulgence by RECTPCL to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECTPCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECTPCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Note: - The date shall be thirty (30) days after the last date for which the bid is valid.

FORM-7

PERFORMANCE BANK GUARANTEE

M/s REC Transmission Projects Company Limited,
ECE House, 3rd Floor, Annexe – II,
28 A, K G MARG, NEW DELHI – 110 001

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Transmission Projects Company limited, having its office at _____
_____ (hereinafter referred to as "RECTPCL"
which expression shall unless repugnant to the content or meaning thereof include all its successors,
administrators and executors) and having issued BID/Work Order No.
_____ dated _____ with/on _____ M/s
_____ (hereinafter referred to as "The Agency" which expression
unless repugnant to the content or meaning thereof, shall include all the successors, administrators,
and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and
conditions given in the BID/Work Order No _____ dated
_____ and RECTPCL having agreed that the Agency shall furnish to RECTPCL a Performance
Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or
the percentage as per the individual case) of the value of the BID/Work Order i.e. for
_____.

We, _____ ("The Bank") which shall include OUR
successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.
_____ in your favour for account of _____ (The
Agency) in cover of performance guarantee in accordance with the terms and conditions of the
BID/Work Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____
_____ only) upon receipt by us of your first written demand accompanied by
your declaration stating that the amount claimed is due by reason of the Agency having failed to
perform the BID/Work Order and despite any contestation on the part of above named agency.

This letter of Guarantee will expire on _____ plus 60 days of claim period and any claims
made hereunder must be received by us on or before expiry date after which date this Letter of
Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized signature
Chief Manager/ Manager
Seal of Bank

ANNEXURE-1

PRICE BREAK UP

Break up of Prices Quoted for 11 KV Rural Feeder Monitoring Scheme

Modem- State-1

Supply						Services				
Price of Ex. Works and F&I	Excise Duty	CST	VAT	Any other Taxes & Duties	Total (A)	Erection Installation	Service Tax	Any other Taxes & Duties	Total (B)	Grand Total (A+B)

Modem- State-2

Supply						Services				
Price of Ex. Works and F&I	Excise Duty	CST	VAT	Any other Taxes & Duties	Total (A)	Erection Installation	Service Tax	Any other Taxes & Duties	Total (B)	Grand Total (A+B)

Modem- State-3

Supply						Services				
Price of Ex. Works and F&I	Excise Duty	CST	VAT	Any other Taxes & Duties	Total (A)	Erection Installation	Service Tax	Any other Taxes & Duties	Total (B)	Grand Total (A+B)

Annexure - 2

To be submitted in Original two sets along with Technical Bid

AMONGST

**REC Transmission Projects Company Limited, the Nodal Agency on
Behalf of Ministry of Power, Government of India**

AND

**[_____]
(AS THE BIDDER)**

This **PRE-BID CONTRACT INTEGRITY PACT** is made on day of, 2016 (hereinafter referred to as the “**Integrity Pact**”)

BY AND BETWEEN

REC Transmission Projects Company Limited, A *[Insert incorporation details]* (hereinafter referred to as “**Nodal Agency**” or “**RECTPL**”) part on behalf of Ministry of Power, Government of India, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the **FIRST PART**;

AND

[_____], a *[Insert incorporation details]* (hereinafter referred to as the “**Bidder**”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

RECTPCL and the Bidder are hereinafter also referred to collectively as the “**Parties**” and individually as the “**Party**”.

WHEREAS RECTPCL is in the process of implementing the 11kV Rural Feeder Monitoring Scheme (the “**Scheme**”) for the purpose of developing a web-based system through data logging of various essential parameters of all the outgoing 11kV rural feeders from 66,33/ 11 kV sub-stations installed in the sub-station and making the information available online for various stake holders on real time basis for power supply monitoring, alerts, meter data analysis, information dissemination and energy audit (the “**Project**”).

AND WHEREAS for the purpose of implementation of the Scheme at the zonal level and in the states of Haryana, Chandigarh, Himachal Pradesh RECTPCL proposes to appoint a central implementing agency through a competitive bidding process (the “**Bidding Process**”) which shall undertake the scope of work more particularly set out in the ZIA Contract (defined hereinafter) (“**Services**”).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the ZIA Contract to be entered into with a view to:-

Enabling the Bidder to provide/ perform the Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the ZIA Contract by providing assurance to them that the Bidder will abstain from bribing and other practices and RECTPCL will commit to prevent corruption, in any form, by its official by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Definitions

In addition to the terms and expressions defined elsewhere in the Integrity Pact, capitalised terms and expressions used in this Integrity Pact shall have the following meanings:

“**ZIA Contract**” shall mean the agreement/ documents entered into/ to be entered into amongst, inter alia, RECTPCL and the selected Bidder and shall include the following:

- (i) invitation of tender;
- (ii) the bid document with issued amendments;
- (iii) the General Conditions of the Contract dated [●] entered into between RECTPCL and the ZIA;
- (iv) bid furnished by the Zonal Implementing Agency;
- (v) earnest money deposit deposited by the Zonal Implementing Agency;
- (vi) letter of intent and its acknowledgement;
- (vii) all bank guarantees; and
- (viii) the work order.

“**Contract**” shall mean the award of the bid to the successful Bidder.

2. Commitments of RECTPCL

- 2.1 RECTPCL undertakes that no official of RECTPCL, connected directly or indirectly with the Bidding Process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the Contract in exchange for an advantage in the biddingprocess, bid evaluation, contracting or implementation process related to the Contract.
- 2.2 RECTPCL will, during the pre-contract stage, treat all Bidders alike, and will provide to all Biddersthe same information and will not provide any such information to any particular Bidderwhich could afford an advantage to that particular Bidderin comparison to the other Bidders.
- 2.3 All the officials of RECTPCLwill report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2A. In case any such preceding misconduct on the part of such official(s) is reported by the Bidderto RECTPCLwith the full and verifiable facts and the same is prima facie found to be correct by RECTPCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RECTPCLand such a person shall be debarred from further dealings related to the BiddingProcess. In such a case, while an enquiry is being conducted by RECTPCL, the proceedings under the Contract would not be stalled.

3. Commitments of the Bidder

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the Bidding Process or during any pre-contract or post-contract stage in order to secure the Contract or in furtherance to secure it and in particular commit itself to the following:-

- (i) it will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RECTPCL, connected directly or indirectly with the Biding Process, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- (ii) The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of RECTPCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- (iii) The Bidder shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates, if any.
- (iv) The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ Contract.
- (v) The Bidder further confirms and declares to RECTPCL that the Bidder has not/ shall not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to RECTPCL or any of its functionaries, whether officially or unofficially to the award of the Contract to the Bidder, nor has any amount been paid/promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- (vi) The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the Contract, shall disclose any payment he has made, is committed to or intends to make to officials of RECTPCL or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- (vii) The Bidder will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- (viii) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (ix) The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by RECTPCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (x) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (xi) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (xii) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of RECTPCL, or alternatively, if any relatives of an officer of RECTPCL had/ have financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (xiii) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RECTPCL.

4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, the Bidder can be disqualified from the Bidding Process or the Contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting the commercial bid, the Bidder shall deposit an amount of Rs. [●] (to be specified in RFP) as Earnest Money/Security, Deposit, with RECTPCL.
- 5.2 In the case of successful Bidder, a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by RECTPCL to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 5.3 No interest shall be payable by RECTPCL to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle RECTPCL to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the Contract has been awarded) shall stand forfeited either fully or partially, as decided by RECTPCL and RECTPCL shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by RECTPCL, and in case of the Indian Bidder with interest thereon at 2% higher than the prevailing prime lending rate/highest reference rate of State of India, while in case of a Bidder from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from RECTPCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by RECTPCL, along with interest.

- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to RECTPCL resulting from such cancellation/rescission and RECTPCL shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the Government of India/ RECTPCL for a minimum period of 5 (five) years, which may be further extended at the discretion of RECTPCL.
- (viii) To recover all sums paid in violation of this Integrity Pact by the Bidder to any middlemen or agent or broken with a view to securing the Contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by RECTPCL with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by RECTPCL to forfeit the same without assigning any reason for imposing for sanction for violation of this Integrity Pact.
- (xi) RECTPCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xii) The decision of RECTPCL to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

The Bidder undertakes that if has not supplied/is not supplying similar services/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU and if it is found at any stage that similar services/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to RECTPCL, if the Contract has already been concluded.

8. **Independent Monitors**

- 8.1 RECTPCL has appointed Independent Monitors (“**Independent Monitors**”) for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Independent Monitors to be given).
- 8.2 The task of the Independent Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.3 The Independent Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the Parties accept that the Independent Monitors have the right to access all the documents relating to the Project, including minutes of meetings.

- 8.5 As soon as the Independent Monitor notices, or has reason to believe, a violation of this Integrity Pact, he will so inform the Authority designated by RECTPCL.
- 8.6 The Bidder(s) accepts that the Independent Monitors has the right to access without restriction to all Project documentation of RECTPCL including that provided by the Bidder and the ZIA Contract. The Bidder will also grant the Independent Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Independent Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractors(s) with confidentiality.
- 8.7 RECTPCL will provide to the Independent Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the Independent Monitor the option to participate in such meetings.
- 8.8 The Independent Monitor will submit a written report to the designated Authority of RECTPCL/ Secretary in the Department/ within 8 (eight) weeks from the date of reference or intimation to him by RECTPCL/ Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, RECTPCL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

- 10.1 This Integrity Pact shall be governed by and construed in accordance with Indian law.
- 10.2 The courts at New Delhi shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Integrity Pact.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be for a period of 5 (five) years from the date hereof or the complete execution of the Contract to the satisfaction of both RECTPCL and the Bidder, including warranty period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after 6(six) months from the date hereof.
- 12.2 Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

IN WITNESS WHEREOF, the parties have executed this Integrity Pact as of the date first set forth above.

SIGNED AND DELIVERED BY (on behalf of RECTPCL) REC Transmissions Project Company Limited. Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....
SIGNED AND DELIVERED BY (on behalf of Bidder) [_____] Signature..... Name & Designation: _____ Address: _____	In the presence of Signature Name & Designation: _____ Address: _____
<u>Witness</u> 1. _____ 2. _____	<u>Witness</u> 1. _____ 2. _____

TRIPARTITE AGREEMENT

AMONGST

REC Transmission Projects Company Limited, the Nodal Agency on Behalf of Ministry of Power, Government of India

AND

[_____] (AS CENTRAL IMPLEMENTING AGENCY

AND

[_____] ELECTRICITY SUPPLY COMPANY LIMITED (AS DISCOM)

This TRIPARTITE AGREEMENT is made at [●] on this [●] day of [●]

REC Transmission Projects Company Limited (a wholly owned subsidiary of REC Ltd.) having its registered office at [●] (hereinafter referred to as “RECTPCL”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

[●] (hereinafter referred to as the “Zonal Implementing Agency” and/ or the “ZIA”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

[●] (hereinafter referred to as the “DISCOM”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the THIRD PART;

RECTPCL, the CIA and the DISCOM are hereinafter also referred to collectively as the “Parties” and individually as the “Party”.

WHEREAS:

A. RECTPCL is in the process of implementing the 11kV Rural Feeder Monitoring Scheme (the “Scheme”) for the purpose of developing a web-based system through data logging of various essential parameters of all the outgoing 11kV rural feeders from 66,33/ 11 kV sub-stations installed in the sub-station and making the information available online for various stake holders on real time basis for power supply monitoring, alerts, meter data analysis, information dissemination and energy audit (the “Project”).

B. For the purpose of implementation of the Scheme at the central level and in the states of Haryana, Chandigarh, Himachal Pradesh, RECTPCL has, through a competitive bidding process selected, [_____] as the Central Implementing Agency which shall undertake the scope of work more particularly set out in the ZIA Contract (defined hereinafter).

C. The DISCOM is responsible for distribution of power in the state of [●].

D. In order to put a broad framework in place for identifying and delineating the roles and responsibilities of the Parties for the purpose of implementing the Project, the Parties are desirous of entering into this Agreement.

Now it is hereby agreed by and amongst the parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In addition to the terms and expressions defined elsewhere in the Agreement, capitalized terms and expressions used in this Agreement shall have the following meanings:

“Agreement” shall mean this quadripartite agreement and shall include all recitals, annexures, schedules or exhibits annexed hereto, if any and any amendment, novation or supplement made in accordance with the terms hereof.

“Applicable Laws” shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended.

“ZIA Contract” shall mean and include the following: (i) invitation of tender; (ii) the bid document with issued amendments; (iii) the General Conditions of the Contract dated [●] entered into between RECTPCL and the ZIA; (iv) bid furnished by the Central Implementing Agency; (v) earnest money deposit deposited by the Zonal Implementing Agency; (vi) letter of intent and its acknowledgement; (vii) all bank guarantees; and (viii) the work order.

“MDAS System” shall mean meter data acquisition system which is being established by CIA for capturing the real time information from the feeder meters in terms of the CIA Contract.

“Zonal Implementing Agency” shall mean the company appointed/ to be appointed by RECTPCL through competitive bidding process which shall undertake the scope of work more particularly set out in the ZIA Contract in relation to the implementation of the Project in states other than Haryana, Chandigarh, Himachal Pradesh.

1.2 Interpretation The General Conditions of the Contract dated [●] entered into between RECTPCL and the CIA (“GCC-CIA”) attached at Annexure shall form an integral part of this Agreement and this Agreement and the GCC-CIA shall be read together. In the event of any inconsistency between the provisions of the GCC-CIA, the provisions of this Agreement shall prevail over such inconsistent provisions.

2. TERM

The term of the Agreement shall be for a period of 5 (five) years after the MDAS system is put in place and achieves Go-Live status in terms of the respective ZIA Contract as certified by RECTPCL.

3. OBLIGATIONS OF PARTIES

3.1 RECTPCL

RECTPCL shall:

- (i) monitor the implementation of the Project under the Scheme.
- (ii) review, inter alia, the scope and timelines of the Project at both, the national and state level, the design and technology interventions and the project implementation model.
- (iii) enter into a contract with the State Government and Discom for the purpose of, inter alia, creating the framework for design, development and implementation of the Project, the expenditure to be incurred, the transition model, the terms and conditions in relation to the implementation of the Project and strategic control of various components of the Project.
- (iv) set up the Central Project Management Unit (PMU) for, inter alia, strategic and technical guidance and direction and for monitoring and evaluation of the Project at national level.
- (v) provide guidance and direction to the project team through Central PMU, monitor the progress of the Project through the Central PMU and shall evaluate the deliverables by Central Implementing Agency through Central PMU.
- (vi) provide funds for the design, development and implementation at central level for expenditure to be incurred by the Central PMU, the Central Implementing Agency, cloud services, capital expenditure and operation and management expenditures for a period of 5 years.
- (vii) review the progress reports of the Project including the Project Evaluation Chart as per the terms of the ZIA Contract.
- (viii) furnish monthly/ quarterly reports in respect of down time of network, modems, DCUs and feeder meter (availability report of various components).
- (ix) ensure cooperation and support to the Zonal Implementing Agency from all the Stakeholders.
- (x) ensure timely sign-off on the deliverables submitted by the Stakeholders, wherever required.
- (xi) ensure creation of suitable structures and procedures to ensure timely payment to Stakeholders for the work done.
- (xii) ensure creation of proper mechanism for resolution of disputes that may arise between various Stakeholders.
- (xiii) testing and certifying the Go-live status of the MDAS implemented by the CIA at the central level.
- (xiv) identifying a cloud provider in relation to cloud services and enter into suitable agreement with the cloud provider for the purpose of, inter alia, providing cloud services to the CIA for hosting the MDAS and the web based software.

3.2 Central Implementing Agency

The Central Implementing Agency shall:

- (i) design, develop, install and implement the required web based software for, inter alia, data acquisition, data aggregation, data storage in a common format, data dissemination, data display on responsive website, data analysis and depiction in the form of dashboard, graphs and MIS reports and shall provide for automated SMS alerts and email.
- (ii) supply, install, operate and maintain DCUSs/ modems, cables, connectors, modem casing or any other system required at 66/11 kV and/or 33/11 kV substations in the states of Haryana, Chandigarh, Himachal Pradesh for automated meter data, on line supply status and shall transmit the same on real time basis to the central MDAS server.
- (iii) integration of modems/ DCUs installed by the Zonal Implementing Agency with Central MDAS.
- (iv) install, operate and maintain the required network connectivity at slave location for the states of Haryana, Chandigarh, Himachal Pradesh and shall provide for suitable connectivity at central server level.
- (v) acquire meter data through Meter Reading Instrument (MRI) in the states of Haryana, Chandigarh, Himachal Pradesh, in case of no communication available, as per the limit defined in the CIA Contract.
- (vi) provide the required manpower for operation, maintenance and updating of system implemented.
- (vii) impart the required training to DISCOM officers for operation and usage of the system.
- (viii) transfer the infrastructure supplied and installed along with required license to designated agency at the end of term as stipulated in the CIA Contract .
- (ix) tie up with more than one network provider so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider.
- (x) ensure that the Project is completed as per the timelines stipulated in the CIA Contract.
- (xi) achieve Go-Live status under MDAS as well as state infrastructure in the states of Haryana, Chandigarh, Himachal Pradesh in accordance with and within the timelines mentioned under the CIA Contract.
- (xii) ensure the adherence with Service Level Agreements mentioned the CIA Contract.
- (xiii) furnish to RECTPCL/ the Engineer, the Project Evaluation Chart and all the period reports as may be required in accordance with the CIA Contract.
- (xiv) at all times, till the validity of the CIA Contract, comply with all the provisions contained in the CIA Contract.

(xv) install and commission the head end system software of modems/ DCUs, if required, for integration with Central MDAS under Package-1.

3.3 DISCOM

The DISCOM shall:

(i) provide the access to the feeders and sites where installation and commissioning works is required to be carried out.

(ii) depute a management team which shall coordinate and provide all the necessary assistance and support to the Central Implementing Agency.

(iii) provide, on a monthly basis, a report to RECTPCL containing the data acquired by Central Implementing Agency through MRI from all the feeders in the respective state.

(iv) make the payment to the Central Implementing Agency out of the funds received from the RECTPCL for the hardware, data and network services for the State being implemented by the Central Implementing Agency.

(v) depute a team of officials, who shall be trained by the Central Implementing Agency to operate and use the system.

(vi) appoint a team of its officials, who shall co-ordinate with the RECTPCL, the Central Implementing Agency to test and certify the Go-live status of the Project based on the criteria mentioned in the CIA Contract.

(vii) testing and certifying the Go-live status of the infrastructure established at the state level including testing and certifying the DCUs/ Modems, cables, connectors, casing or any other system required at 66/11 kV and/or 33/11 kV substations in the State.

4. PAYMENT

4.1 In consideration for preparing a user friendly web interphase based on the pre-defined standards mentioned under the ZIA Contract the payment shall be made in the following manner:

4.1.1 the ZIA shall raise quarterly invoice (in triplicate) on RECTPCL based on the milestones achieved in the relevant quarter along with requisite proof and supporting documents as per the ZIA Contract. RECTPCL shall, after verification of the achievement of relevant milestone, make the necessary payments to the ZIA within 30 (thirty) days from the date of verification of the invoice.

4.2 Designated Agency/Officers for the purpose of payments for the infrastructure procured/put in place at the State level by the ZIA, shall be communicated at the time of award. [This clause may be modified based on the final arrangement at the time of the award].:

5. TERMINATION

In the event the ZIA Contract is terminated between the Zonal Implementing Agency and RECTPCL before its term as stipulated in the ZIA Contract, the substitute entity as selected/nominated by RECTPCL shall join the agreement by signed a deed of adherence/novation.

6. DELAY IN FULFILMENT OF OBLIGATIONS

The parties agree that in the event there is any delay in any of actions by any of the Stakeholders which is likely to affect the progress of the Project, suitable changes will be made by the respective Stakeholders, without any additional cost to the REC, to ensure that the Project makes the proper progress.

7. REPRESENTATION AND WARRANTIES

(i) Each of the parties hereto represent to the other party that it is fully authorized and empowered to enter into this Agreement. This Agreement constitutes a valid and binding obligation each party and shall not constitute a breach of or default under any Applicable Law to which either party is subject to or the terms, conditions, or provisions of any agreement, or instrument to which they are a party.

(ii) Each of the DISCOM and the ZIA represent to RECTPCL that:

- a. it is qualified to perform the services agreed to be provided/ performed by it as set forth herein;
- b. it has the requisite manpower required to perform the services agreed to be provided/ performed by it as set forth herein;
- c. it is in compliance with all Applicable Laws in respect of the conduct of its business, the ownership of its property and execution of and performance of obligations hereunder/ in relation to the Purpose;
- d. it has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement;
- e. the services agreed to be provided by it to RECTPCL in relation to the Purpose under this Agreement do not/ will not infringe, violate, misappropriate or conflict with any intellectual property rights or other right of any third party;
- f. there are no other commitments/ agreements entered into by it which may be in breach of the terms of this Agreement or the obligations hereunder;
- g. it has not been debarred or blacklisted from any company/ organization in any country in relation to performance of its business activities.

8. GENERAL

8.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

8.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement shall continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be

deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

8.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

8.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

8.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

8.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

8.7 This Agreement shall be governed by and construed in accordance with Indian law.

8.8 The courts at New Delhi shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

IN WITNESS whereof the Parties hereto have executed these presents the day, month and year first herein above written.

SIGNED AND DELIVERED BY Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....
SIGNED AND DELIVERED BY Signature..... Name & Designation: _____ Address: _____	In the presence of Signature Name & Designation: _____ Address: _____
SIGNED AND DELIVERED BY Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....

TRIPARTITE MEMORANDUM OF AGREEMENT

AMONGST

REC Transmission Projects Company Limited, the Nodal Agency on
Behalf of Ministry of Power, Government of India

AND

Government of [_____],

AND

[_____] Electricity Supply Company Limited

For Implementation of Integrated Web Based Feeder Monitoring Scheme

This TRIPARTITE MEMORANDUM OF AGREEMENT (hereinafter referred to as the Tripartite Agreement”) is made this _____ day of _____ 2016.

BY AND AMONGST

REC Transmission Projects Company Limited, A [Insert incorporation details] (hereinafter referred to as “Nodal Agency” or “RECTPCL”) part on behalf of Ministry of Power, Government of India, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART;

AND

State Government of [_____] (hereinafter referred to as "State Government") which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the SECOND PART;

AND

[_____] Electricity Supply Company Limited having its Head / Registered Office at [_____] (hereinafter referred to as "Power Utility" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the THIRD PART.

The Nodal Agency, the State Government, and the Utility are hereinafter also referred to collectively as the "Parties" and individually as the "Party".

WHEREAS the Central Government has appointed Rural Electrification Corporation ("REC") as the nodal agency for implementation of 11 KV Rural Feeder Monitoring Scheme (hereinafter referred to as "RFMS") for real time monitoring of metering arrangement at feeders, distribution transformers and consumers end which can be achieved by capturing real time information from the feeders (hereinafter referred to as the "Project"). REC has in turn appointed RECTPCL to carry out the implementation of the Project by selecting the suitable developers to develop and operate the Project.

AND WHEREAS the State Government and the Power Utility being the other stakeholders in the Project, it is desired by the Parties enter into an Agreement to identify and lay out the broad roles and responsibilities of the Parties in relation to the Project.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1.0 This Tripartite Agreement, signed between (a) RECTPCL, the Nodal Agency on behalf of Ministry of Power, Government of India; (b) State Government and (c) Power Utility for implementation of RFMS, shall be implemented in letter and spirit. The RECTPCL will monitor implementation of the precedent conditions agreed to upon in this Tripartite Agreement before.

1.1 This Tripartite Agreement shall be read in accordance with the provisions of letter issued by Ministry of Power on February 4, 2016 including any further amendments, notifications etc. thereto, and on the Terms and Conditions herein set out. The said letter shall form an integral part of this agreement as Annexure - 'A' as if fully set forth hereunder.

2.0 The Central Government has designated REC as the Nodal Agency for implementation of RFMS program, under the guidance of Ministry of Power (MoP), which in turn has appointed RECTPL as the agency responsible to carry out the implementation of the Project by selecting the suitable developers to develop and operate the Project.

2.1 The State Government through Ministry of Power shall undertake and observe the following:

(a) It shall take necessary policy decisions for operationalization of various components of the scheme and amendments thereof, within the approved framework, if required.

(b) It shall issue appropriate directions to the Discoms in relation to the implementation of the Project wherever required.

c) It shall assist and extend the necessary co-operation required by the Discom, RECTPCL and the selected bidder for implementation of the Project.

d) It shall enable continued access of the site/infrastructure at the State level for implementation of the Project.

e) It shall provide or facilitate the provision of any necessary clearances/approvals/consents required from any of the government authorities for the implementation of the Project.

3.0 Nodal Agency

RECTPCL will act as a single window service under RFMS for operationalization and thus will assist the Power Utility in implementation of the scheme and achieving scheme objectives.

3.1 RECTPCL shall conceptualize the scope and timelines of the Project at both national and state level and Project implementation model.

3.2 RECTPCL shall also select a developer(s) as the Zonal Implementation Agency (ZIA) for identified 3 states which shall be responsible for (a) supply and installation of client site hardware and networking solution at state level; and (c) integration of the state level infrastructure with central MDAS.

3.3 RECTPCL shall also select a cloud hosting provider which shall provide the cloud space for hosting of the MDAS.

3.4 RECTPCL shall set up a Central Project Management Unit for strategic and technical guidance and direction; and monitoring and evaluation of the Project at the national level.

3.4 Issue guidelines, formats, advisories, Best Practices, Procurement Policy, Standard Bidding Document and Technical Specifications etc. required for implementation of the Project from time to time.

3.6 Coordinate with the main stakeholders such as Ministry of Power, Government of India, State Government, Central Electricity Authority, Power Utility, selected bidder and consultants, if any.

3.7 RECTPCL will monitor the implementation of projects sanctioned under the scheme by periodic review with utility against identified milestones & deliverables including physical and financial progress and generate exception reports for the consideration of MoP.

3.8 RECTPCL shall be responsible for making the payments to the Discom and the Selected Bidder based on the achievement of the identified milestones as the bidding documents and the contracts entered into in relation to the Project. The following expenditures shall be incurred in relation to the Project:

- Central PMU related expenditure
- Central Implementation Agency related expenditure
- Zonal implementation agencies related expenditure
- Cloud Expenditure
- Capital Expenditure

- Operating Expenditure for 5 years

3.9 RECTPCL shall review the project progress report submitted by the ZIA and release the payments as per the identified timelines.

3.10 RECTPCL shall ensure timely sign-off on the deliverables submitted by stakeholders, wherever required.

3.11 RECTPCL shall create suitable structures and procedures to ensure timely payment to stakeholders for the work done in relation to the Project.

3.12 RECTPCL shall create proper mechanism for resolution of disputes that may arise between various stakeholders

3.13 RECTPCL may engage Consultants/ Consulting agencies for some or all of the activities, as and when required for effective and smooth implementation of the scheme.

3.14 Training and Capacity Building: RECTPCL shall ensure that the requisite training and capacity building exercise is undertaken by the selected developer to train the officials of the Power Utility who shall be involved in the implementation of the Project.

4.0 Obligations/ Commitments: The State Govt. undertakes to comply the following

- a) It shall take necessary policy decisions for operationalization of various components of the scheme and amendments thereof, within the approved framework, if required.
- b) It shall issue appropriate directions to the Discoms in relation to the implementation of the Project wherever required.
- c) It shall assist and extend the necessary co-operation required by the Discom, RECTPCL and the selected bidder for implementation of the Project.
- d) It shall enable continued access of the site/infrastructure at the State level for implementation of the Project.
- e) It shall provide or facilitate the provision of any necessary clearances/approvals/consents required from any of the government authorities for the implementation of the Project.

5.0 Obligations/ Commitments: The Utility undertakes to comply the following:

- a) To work in close co-ordination with the Selected Developer to ensure the Implementation of the scheme within the scheduled completion period as per guidelines;
- b) Establishment of a dedicated project implementation cell at field & headquarter levels;

- c) To nominate a senior officer, normally of the rank of Chief Engineer/General Manager/ Superintending Engineer or above, as the Nodal officer. The Nodal officer shall be responsible for providing all necessary information including physical & financial progress related to the projects, arrange to get relevant orders/ clearances from the State Govt. enhance level of awareness and redress grievances of public & public representatives in the project areas. In addition to the Nodal officer, Utility shall also designate a senior officer from Finance discipline at its headquarter to oversee the implementation of the accounting system;
- d) To monitor the implementation of the Project at the state level and make the payment to the selected bidder out of the funds received from the Centre, based on the achievement of predefined milestones mentioned under the agreements;
- e) Opening of a designated programme account in nationalized bank having E-banking facility for RFMS, where in all the payments made by RECTPCL shall be routed;
- f) Metering of all Sub-stations, Feeders, Distribution Transformers and Consumers including replacement of faulty meters & electro-mechanical meters;
- g) provide access of the feeders and sites to the selected bidder where installation and commissioning work for the Project is required to be carried out;
- h) Submission of any other related information to the Nodal Agency, as and when required;
- i) depute a team of officials, who shall be trained by the selected developer to operate and use the system being developed at the State Level

6.0 General terms and conditions

- (i) The projects shall be awarded and implemented within the time frame as per guidelines on turn-key basis through e-tendering in accordance with the prescribed Procurement Policy, Standard Bidding Document and Technical Specifications.
- (ii) Project under the scheme shall be completed within a period of 6 months from the date of issue of Letter of Award (LoA) by the Nodal Agency and shall be operated and maintained by the ZIA for a period of 5 years.
- (iii) No cost escalation shall be admissible for the schemes sanctioned under RFMS.)
- (iv) Power Utility agrees and undertakes to execute, sign, seal and deliver all documents, papers, acknowledgements and other writings as may be required by the Central Government/Nodal Agency at any time during the pendency of this Agreement.

7.0 Any dispute arising out of this Agreement/interpretation of any clause may be referred to Secretary (Power), Govt. of India whose decision shall be final and binding on all parties. The mailing address and Fax number of the Utility, State Govt. and RECTPCL for purposes shall respectively be:

For State Utility	For RECTPCL [_____]
Managing Director [_____]	For State Govt. of [_____]

Electricity Supply [___]

.....

..... Fax No

In case there is any change in the mailing address the same shall be notified by the authorized signatory of these presents.

8.0 Effective date and validity

This Agreement shall come into force for all purpose and intents w.e.f. the date of execution of these presents and shall remain valid up-to completion of the scheme or [____] whichever is earlier or any extended period as decided by Central Govt./ Nodal agency.

9.0 Any amendment or modification of this Agreement shall be made in writing by the parties to these presents or their authorized signatories on the terms & conditions mutually agreed between the parties.

10.0 Termination of this Agreement

This Agreement may be terminated at any time by any party after giving three months' notice from either side.

11.0 Governing Laws & Jurisdiction

This Agreement shall be governed by Indian Laws and the Courts in Delhi/ New Delhi alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

IN WITNESS whereof the Parties hereto have executed these presents the day, month and year first herein above written.

SIGNED AND DELIVERED BY (on behalf of State Govt. of _____)

Signature.....

Name & Designation.....

Address.....

In the presence of

Signature.....

Name & Designation.....

Address.....

SIGNED AND DELIVERED BY (on behalf of UTILITY)

In the presence of

(_____ ELECTRICITY SUPPLY COMPANY LIMITED) Signature..... Name & Designation: _____ Address: _____	Signature Name & Designation: _____ Address: _____
SIGNED AND DELIVERED BY REC Transmissions Project Company Limited. (on behalf of Ministry of Power Govt. of India) Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....

QUADRIPARTITE AGREEMENT

AMONGST

REC Transmission Projects Company Limited, the Nodal Agency on Behalf of Ministry of Power, Government of India

AND

[_____] (AS CENTRAL IMPLEMENTING AGENCY

AND

[_____] (AS ZONAL IMPLEMENTING AGENCY)

AND

[_____] ELECTRICITY SUPPLY COMPANY LIMITED (AS DISCOM)

This QUADRIPARTITE AGREEMENT is made at [●] on this [●] day of [●]

REC Transmission Projects Company Limited (a wholly owned subsidiary of REC Ltd.) having its registered office at [●] (hereinafter referred to as “RECTPCL”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

[●] (hereinafter referred to as the “Central Implementing Agency” and/ or the “CIA”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

[●] (hereinafter referred to as the “Zonal Implementing Agency” and/ or the “ZIA”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the THIRD PART;

AND

[●] (hereinafter referred to as the “DISCOM”, which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the FOURTH PART;

WHEREAS:

A. RECTPCL is in the process of implementing the 11kV Rural Feeder Monitoring Scheme (the “Scheme”) for the purpose of developing a web-based system through data logging of various essential parameters of all the outgoing 11kV rural feeders from 66,33/ 11 kV sub-stations installed in the sub-station and making the information available online for various stake holders on real time basis for power supply monitoring, alerts, meter data analysis, information dissemination and energy audit (the “Project”).

B. For the purpose of implementation of the Scheme at the central level and in the states of Haryana, Chandigarh, Himachal Pradesh, RECTPCL has, through a competitive bidding process selected, [_____] as the Central Implementing Agency which shall undertake the scope of work more particularly set out in the CIA Contract (defined hereinafter).

C. For the purpose of implementation of the Project in the state of [●], RECTPCL has through a competitive bidding process selected, [_____] as the Zonal Implementing Agency which shall undertake the scope of work more particularly set out in the ZIA Contract (defined hereinafter).

D. The DISCOM is responsible for distribution of power in the state of [●].

E. In order to put a broad framework in place for identifying and delineating the roles and responsibilities of each of the stakeholder under the Project, the parties are desirous of entering into this Agreement.

Now it is hereby agreed by and amongst the parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In addition to the terms and expressions defined elsewhere in the Agreement, capitalized terms and expressions used in this Agreement shall have the following meanings:

“Agreement” shall mean this quadripartite agreement and shall include all recitals, annexures, schedules or exhibits annexed hereto, if any and any amendment, novation or supplement made in accordance with the terms hereof.

“Applicable Laws” shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended.

“CIA Contract” shall mean and include the following: (i) invitation of tender; (ii) the bid document with issued amendments; (iii) the General Conditions of the Contract dated [●] entered into between RECTPCL and the CIA; (iv) bid furnished by the Central Implementing Agency; (v) earnest money deposit deposited by the Central Implementing Agency; (vi) letter of intent and its acknowledgement; (vii) all bank guarantees; and (viii) the work order.

“MDAS System” shall mean meter data acquisition system which is being established by CIA for capturing the real time information from the feeder meters in terms of the CIA Contract.

“ZIA Contract” shall mean and include the following: (i) invitation of tender; (ii) the bid document with issued amendments; (iii) the General Conditions of the Contract dated [●] entered into between RECTPCL and the ZIA; (iv) bid furnished by the Zonal Implementing Agency; (v) earnest money deposit deposited by the Zonal Implementing Agency; (vi) letter of intent and its acknowledgement; (vii) all bank guarantees; and (viii) the work order.

1.2 Interpretation The General Conditions of the Contract dated [●] entered into between RECTPCL and the CIA (“GCC-CIA”) and the General Conditions of the Contract dated [●] entered into between RECTPCL and the ZIA (“GCC-ZIA”) attached at Annexures I and II respectively shall form an integral part of this Agreement and this Agreement and the GCC-CIA and the GCC-ZIA shall be read together. In the event of any inconsistency between the provisions of the GCC-CIA/ the GCC-ZIA, as the case maybe, the provisions of this Agreement shall prevail over such inconsistent provisions.

2. TERM

The term of the Agreement shall be for a period of 5 (five) years after the MDAS system is put in place and achieves Go-Live status in terms of the respective CIA Contract and/ or the ZIA Contract as certified by RECTPCL.

3. OBLIGATIONS OF PARTIES

3.1 RECTPCL

RECTPCL shall:

- (i) monitor the implementation of the Project under the Scheme.
- (ii) review, inter alia, the scope and timelines of the Project at both, the national and state level, the design and technology interventions and the project implementation model.
- (iii) enter into a contract with the State Government and Discom for the purpose of, inter alia, creating the framework for design, development and implementation of the Project, the expenditure to be incurred, the transition model, the terms and conditions in relation to the implementation of the Project and strategic control of various components of the Project.
- (iv) set up the Central Project Management Unit (PMU) for, inter alia, strategic and technical guidance and direction and for monitoring and evaluation of the Project at national level.
- (v) provide guidance and direction to the project team through Central PMU, monitor the progress of the Project through the Central PMU and shall evaluate the deliverables by Central Implementing Agency/ the Zonal Implementing Agency through Central PMU.
- (vi) provide funds for the design, development and implementation at central level for expenditure to be incurred by the Central PMU, the Central Implementing Agency, the Zonal Implementing Agency, cloud services, capital expenditure and operation and management expenditures for a period of 5 years.
- (vii) review the progress reports of the Project including the Project Evaluation Chart as per the terms of the CIA Contract/ ZIA Contract.
- (viii) furnish monthly/ quarterly reports in respect of down time of network, modems, DCUs, MDAS and feeder meter (availability report of various components).
- (ix) ensure cooperation and support to the Central Implementing Agency and the Zonal Implementing Agency from all the Stakeholders.
- (x) ensure timely sign-off on the deliverables submitted by the Stakeholders, wherever required.
- (xi) ensure creation of suitable structures and procedures to ensure timely payment to Stakeholders for the work done.
- (xii) ensure creation of proper mechanism for resolution of disputes that may arise between various Stakeholders.

(xiii) testing and certifying the Go-live status of the MDAS implemented by the CIA at the central level.

(xiv) identifying a cloud provider in relation to cloud services and enter into suitable agreement with the cloud provider for the purpose of, inter alia, providing cloud services to the CIA for hosting the MDAS and the web based software.

3.2 Central Implementing Agency

The Central Implementing Agency shall:

(i) design, develop, install and implement the required web based software for, inter alia, data acquisition, data aggregation, data storage in a common format, data dissemination, data display on responsive website, data analysis and depiction in the form of dashboard, graphs and MIS reports and shall provide for automated SMS alerts and email.

(ii) supply, install, operate and maintain modems, cables, connectors, modem casing or any other system required at 66/11 kV and/or 33/11 kV substations in the states of Haryana, Chandigarh, Himachal Pradesh for automated meter data, on line supply status and shall transmit the same on real time basis to the central MDAS server.

(iii) integration of modems/ DCUs installed by the Zonal Implementing Agency with Central MDAS.

(iv) install, operate and maintain the required network connectivity at slave location for the states of Haryana, Chandigarh, Himachal Pradesh and shall provide for suitable connectivity at central server level.

(v) acquire meter data through Meter Reading Instrument (MRI) in the states of Haryana, Chandigarh, Himachal Pradesh, in case of no communication available, as per the limit defined in the CIA Contract.

(vi) provide the required manpower for operation, maintenance and updating of system implemented.

(vii) impart the required training to DISCOM officers for operation and usage of the system.

(viii) transfer the infrastructure supplied and installed along with required license to designated agency at the end of term as stipulated in the CIA Contract .

(ix) tie up with more than one network provider so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider.

(x) ensure that the Project is completed as per the timelines stipulated in the CIA Contract.

(xi) achieve Go-Live status under MDAS as well as state infrastructure in the states of Haryana, Chandigarh, Himachal Pradesh in accordance with and within the timelines mentioned under the CIA Contract.

(xii) ensure the adherence with Service Level Agreements mentioned the CIA Contract.

(xiii) furnish to RECTPCL/ the Engineer, the Project Evaluation Chart and all the period reports as may be required in accordance with the CIA Contract.

(xiv) at all times, till the validity of the CIA Contract, comply with all the provisions contained in the CIA Contract.

3.3 Zonal Implementing Agency

The Zonal Implementing Agency shall:

(i) supply, install, operate and maintain the DCUs/ Modems, cables, connectors, casing or any other system required at 66/11 kV and/or 33/11 kV substations in the State under the respective package for automated meter data, on line supply status and transmit the same on real time basis to the central MDAS server.

(ii) acquire the meter data through Meter Reading Instrument (MRI), in case of no communication available, as per the limit defined in the ZIA Contract.

(iii) install, operate and maintain the required network connectivity at slave location to ensure the transfer the data to Central MDAS.

(iv) interface with Central Implementing Agency and take all the steps required for proper integration of system/infrastructure put in place at the state level with Central MDAS.

(v) provide the required manpower for operation, maintenance and updating of system implemented.

(vi) impart the required training to the DISCOM officers for operation and usage of the system.

(vii) transfer the infrastructure supplied and installed along with required license to designated agency at the end of term as stipulated in the ZIA Contract.

(viii) shall tie up with more than one network provider so that data transfer should not suffer on account of unavailability/ poor availability of network connectivity of a particular service provider.

(ix) install and commission the head end system software of modems/ DCUs, if required, for integration with Central MDAS under Package-1.

(x) ensure that the Project is completed as per the timelines stipulated in the ZIA Contract.

(xi) achieve Go-Live status in accordance with and within the timelines mentioned under the ZIA Contract.

(xii) ensure the adherence with Service Level Agreements mentioned under the ZIA Contract.

(xiii) furnish to RECTPCL/ the Engineer, the Project Evaluation Chart in accordance with the ZIA Contract.

(xiv) at all times, till the validity of the ZIA Contract, comply with all the provisions contained in the ZIA Contract.

3.4 DISCOM

The DISCOM shall:

- (i) provide the access to the feeders and sites where installation and commissioning works is required to be carried out.
- (ii) depute a management team which shall coordinate and provide all the necessary assistance and support to the Central Implementing Agency and the Zonal Implementing Agency.
- (iii) provide, on a monthly basis, a report to RECTPCL containing the data acquired by Central Implementing Agency and the Zonal Implementing Agency through MRI from all the feeders in the respective state.
- (iv) monitor the implementation of the Project at the state level and make the payment to the Zonal Implementing Agency out of the funds received from the centre, based on the achievement of predefined milestones mentioned under the CIA Contract/ ZIA Contract.
- (v) make the payment to the Central Implementing Agency out of the funds received from the RECTPCL for the hardware, data and network services for the State being implemented by the Central Implementing Agency.
- (vi) depute a team of officials, who shall be trained by the Central Implementing Agency/ the Zonal Implementing Agency to operate and use the system.
- (vii) appoint a team of its officials, who shall co-ordinate with the RECTPCL, the Central Implementing Agency and the Zonal Implementing Agency to test and certify the Go-live status of the Project based on the criteria mentioned in the CIA Contract/ the ZIA Contract.
- (viii) testing and certifying the Go-live status of the infrastructure established at the state level including testing and certifying the DCUs/ Modems, cables, connectors, casing or any other system required at 66/11 kV and/or 33/11 kV substations in the State.

4. PAYMENT

4.1 In consideration for the installation and commissioning of the MDAS on the clouds and preparing a user friendly web interphase based on the pre-defined standards mentioned under the CIA Contract the payment shall be made in the following manner:

4.1.1 the CIA shall raise quarterly invoice (in triplicate) on RECTPCL based on the milestones achieved in the relevant quarter along with requisite proof and supporting documents as per the CIA Contract. RECTPCL shall, after verification of the achievement of relevant milestone, make the necessary payments to the CIA within 30 (thirty) days from the date of verification of the invoice.

4.2. Designated Agency/Officers for the purpose of payments for the infrastructure procured/put in place at the State level by the CIA, shall be communicated at the time of award. [This clause may be modified based on the final arrangement at the time of the award]

4.3. Designated Agency/Officers for the purpose of payments for the infrastructure procured/put in place at the State level by the ZIA, shall be communicated at the time of award. [This clause may be modified based on the final arrangement at the time of the award].

4.4 The DISCOM shall pay 10% (ten percent) of estimated state wise costs to the ZIA in advance to commence the work and the rest of the payment shall be made based on the completion of pre-defined milestones in terms of the above.

5. TERMINATION

5.1 In the event the CIA Contract is terminated between the Central Implementing Agency and RECTPCL before its term as stipulated in the CIA Contract, the substitute entity as selected/nominated by RECTPCL shall join the agreement by signed a deed of adherence/novation.

5.2 In the event the ZIA Contract is terminated between the Zonal Implementing Agency and RECTPCL before its term as stipulated in the ZIA Contract, the substitute entity as selected/nominated by RECTPCL shall join the agreement by signed a deed of adherence/novation.

6. DELAY IN FULFILMENT OF OBLIGATIONS

The parties agree that in the event there is any delay in any of actions by any of the Stakeholders which is likely to affect the progress of the Project, suitable changes will be made by the respective Stakeholders, without any additional cost to the REC, to ensure that the Project makes the proper progress.

7. REPRESENTATION AND WARRANTIES

(i) Each of the parties hereto represent to the other party that it is fully authorized and empowered to enter into this Agreement. This Agreement constitutes a valid and binding obligation each party and shall not constitute a breach of or default under any Applicable Law to which either party is subject to or the terms, conditions, or provisions of any agreement, or instrument to which they are a party.

(ii) Each of the DISCOM, the CIA and the ZIA represent to RECTPCL that:

a. it is qualified to perform the services agreed to be provided/ performed by it as set forth herein;

b. it has the requisite manpower required to perform the services agreed to be provided/ performed by it as set forth herein;

c. it is in compliance with all Applicable Laws in respect of the conduct of its business, the ownership of its property and execution of and performance of obligations hereunder/ in relation to the Purpose;

d. it has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement;

- e. the services agreed to be provided by it to RECTPCL in relation to the Purpose under this Agreement do not/ will not infringe, violate, misappropriate or conflict with any intellectual property rights or other right of any third party;
- f. there are no other commitments/ agreements entered into by it which may be in breach of the terms of this Agreement or the obligations hereunder;
- g. it has not been debarred or blacklisted from any company/ organization in any country in relation to performance of its business activities.

8. GENERAL

8.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

8.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement shall continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

8.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

8.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

8.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

8.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

8.7 This Agreement shall be governed by and construed in accordance with Indian law.

8.8 The courts at New Delhi shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

IN WITNESS whereof the Parties hereto have executed these presents the day, month and year first herein above written.

SIGNED AND DELIVERED BY Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....
SIGNED AND DELIVERED BY Signature..... Name & Designation: _____ Address: _____	In the presence of Signature Name & Designation: _____ Address: _____
SIGNED AND DELIVERED BY Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....
SIGNED AND DELIVERED BY Signature..... Name & Designation..... Address.....	In the presence of Signature..... Name & Designation..... Address.....