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Wapcos Limited / Tangen Co
Chennai

BG 898390

G. MANOHARAN
 STAMP VENDOR
 23, Lakshmi Talkies Road,
 Chennai-600030, Tamil Nadu
 License No. C3/2851/89

Contract Agreement

CONTRACT FOR PROJECT MANAGEMENT AGENCY SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this 23 day of the February month of 2017, between:

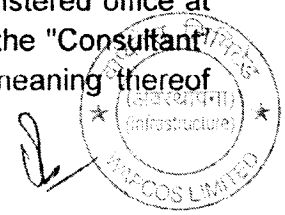
Tamil Nadu Generation and Distribution Corporation Limited (a wholly owned Government of Tamil Nadu Company) incorporated under the Indian Companies Act 1956, having its registered office at "NPKRR Maaligai", 144- Anna Salai, Chennai-600002 hereinafter referred to as "Owner" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

WAPCOS Limited (A Government of India Undertaking – Ministry of Water Resources, River Development and Ganga Rejuvenation) a Company incorporated under the Indian Companies Act, 1956, having its registered office at "Kailash" 26, Kasturba Gandhi Marg, New Delhi hereinafter called the "Consultant" (which expression shall unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

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TANGEDCO

144, Anna Salai, Chennai-600 002.



WHEREAS the Owner is in the process of "Appointing of Project Management Agency for assisting TANGEDCO in implementation of Integrated Power Development Scheme (IPDS), Gol Schemes,

- a. Covering five hundred twenty two (522) towns in TANGEDCO's thirty seven (37) Electricity Distribution Circles (EDCs) i.e. Chennai North (Chennai), Kanchipuram, Chengalpet, Vellore, Tirupattur, Dharmapuri, Krishnagiri, Salem, Erode, Mettur, Namakkal, Gobi (Gobichettipalayam), Coimbatore North (Coimbatore), Coimbatore South (Coimbatore), Nilgiris(Ooty), Tirupur, Udumalpet, Villupuram, Tiruvannamalai, Cuddalore, Kallakurichi, Trichy Metro (Trichy), Perambalur, Karur, Thanjavur, Tiruvarur, Nagapattinam, Pudukkottai, Sivaganga, Ramnad (Ramanathapuram), Dindigul, Madurai, Theni, Virudhunagar, Tirunelveli, Tuticorin and Kanniyakumari for IPDS.

(herein after to be referred as "Project")

AND WHEREAS the Owner invited bids viz., Specification No. CE(R-APDRP)/OT.No.1/2016-2017, to appoint an experienced and qualified Consultant who has undertaken similar projects and is capable of providing consultancy services in conjunction with other specialist consultants and personnel as Project Management Agency (PMA) for providing "Services" and advice in regard to the "Project Management Agency Service Package" for the Project.

AND WHEREAS the Consultant, have represented to the Owner through their offer viz Letter No. WAP/COMML/TANGEDCO/PMA/IPDS&DDUGJY/2016 dated 21.09.16, which they have the requisite experience, professional skills,adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Consultant, the Owner has accepted the Bid of the Consultant for the supply of those Related Services in the sum of Rs. 10,92,00,000/- + Service Taxas per clause 2.5 of Section II(a) of tender specification CE(R-APDRP)/OT No. 01/2016-2017 (hereinafter Called "the Contract Price") and has agreed to appoint the Consultant to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules and Exhibits shall have the following meanings:

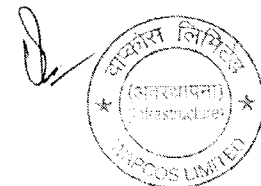
- (a) "Approvals" shall mean all consents, licenses and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the Project.

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- (b) "Contract" means this Contract together with all Appendices, Attachments, Exhibits and Schedules and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Consultant.
- (c) "Consultant" means WAPCOS Limited (A Government of India Undertaking – Ministry of Water Resources, River Development and Ganga Rejuvenation) Company and also includes any other consultants or Consultants as may be appointed by the Consultant herein with the written approval of the owner, for providing of the services to the Owner in execution of the Project.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed or exchanged among the parties pursuant to this Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Consultant or by his Sub - consultant as employees, for the purposes of rendering services or any part thereof; Personnel includes:
- (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Consultant, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 5.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.
- (j) "Project" means "Appointment of Consulting Organization as Project Management Agency (PMA) for assisting TANGEDCO in implementation of Integrated Power Development Scheme (IPDS), GoI Schemes,
- a. Covering five hundred twenty two (522) towns in TANGEDCO's thirty seven (37) Electricity Distribution Circles (EDCs) i.e. Chennai North (Chennai), Kanchipuram, Chengalpet, Vellore, Tirupattur, Dharmapuri, Krishnagiri, Salem, Erode, Mettur, Namakkal, Gobi (Gobichettipalayam), Coimbatore North (Coimbatore), Coimbatore South (Coimbatore), Nilgiris(Ooty), Tirupur, Udumalpet, Villupuram, Tiruvannamalai, Cuddalore, Kallakurichi, Trichy Metro (Trichy),

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Perambalur, Karur, Thanjavur, Tiruvarur, Nagapattinam, Pudukkottai, Sivaganga (Sivaganga), Ramnad (Ramanathapuram), Dindigul, Madurai, Theni, Virudhunagar, Tirunelveli, Tuticorin and Kanniyakumari for IPDS.

- (k) "Services" means the works to be provided/performed by the Consultant and/or, the Consultants for completion of various tasks as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 3.3 hereof;
- (m) "Sub Consultant" means any person/entity to whom the Consultant subcontracts for any part of the Services in accordance with the provisions of Clause 5.5 hereinafter; and
- (n) "Third Party" means any person or entity other than the Owner, the Consultant or his Consultant.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

- (a) The Consultant shall render/perform services at Chennai and at the respective Project site at circles of TANGEDCO /TANGEDCO".
- (b) The Consultant also undertakes to perform/render services at other location or elsewhere as required for the execution of project or as specified by the Owner from time to time. The Owner shall not bear any extra expenses/cost if, any, incurred by the consultant for providing services at other location.

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

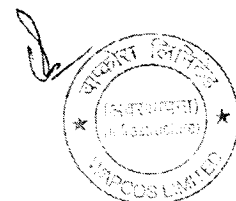
3.1 Commencement of Contract

This contract shall come into force from the date of receipt of Letter of Intent (LoI).

3.2 Termination of Contract for Failure to Become Effective

- a) If this Contract has not become effective within 15 days from effective date the Owner has the right to declare the same to be null and void, and in the event of such a declaration the consultant shall not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the consultant, the consultant shall be liable to pay damages to the Owner.

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3.3 Commencement of Services

The Consultants shall begin carrying out the Services immediately viz. from the date of receipt of Letter of Intent (the "Starting Date"), or on such date as the Parties may agree in writing.

3.4 Expiration of Contract

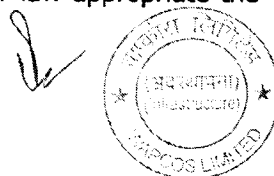
Unless terminated earlier pursuant to Clause 10 hereof, this Contract shall expire after the consultant has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a „No claim Certificate“ to the Consultant.

The Owner shall issue the "No claim certificate" after being satisfied that the Consultant has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Consultant has been made.

4.0 Contract

- 4.1 The consultant will have to furnish a Security Deposit of **five (5)** percent of the total value of the Contract after adjusting the EMD amount already remitted for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract.
- 4.2 The Security Deposit shall be remitted by crossed Demand Draft/ Banker's Cheque drawn in favour of "TANGEDCO Collection Account " payable at Chennai /irrevocable & unconditional Bank Guarantee in the prescribed proforma obtained from a Nationalised/ Scheduled bank of India or any reputed Foreign Bank having branches in India and
- 4.3 The above Security Deposit shall be furnished within **15** days from the date of receipt of LoI failing which the EMD paid by the bidder would be forfeited besides cancellation of Contract. In the event of acceptance of Security Deposit on delay, the interest at the rate of **22%** for the delayed period shall be paid by the tenderer.
- 4.4 Failure of the consultant to comply with the requirements under this Section shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 4.5 If TANGEDCO incurs any loss or damage on account of breach of any clause mentioned above or any other cause arising out of the Contract that becomes payable by the Contractor to TANGEDCO then TANGEDCO will in addition to such other rights that they may have under law appropriate the

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whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the Contractor.

- 4.6 The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.

5.0 Obligations of the Consultants

5.1 Standard of performance

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

5.2 Compliance with Rules and Regulations

The Consultant agrees that it shall be responsible and liable to comply with and also undertakes to ensure and be responsible for compliance by the Sub consultants, agents of the Consultants and Consultants and Personnel, with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

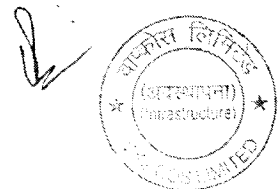
5.3 Conflict of interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests and in accordance with the provisions of tender specification.

5.4 Benefit from Commissions, Discounts etc.

Payment to the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any

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144, Anna Salai, Chennai-600 002.



Consultants, and agents of either of them similarly shall not receive any such additional benefits.

5.5 Consultants and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract, the Consultant, Sub Consultant, Personnel and/or any entity affiliated with the Consultant or Consultant shall not provide services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project to any third party. In the event of breach of the aforesaid condition the Owner shall be entitled to disqualify such Consultant or the Sub Consultant or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, and shall cause its Consultants to take out and maintain, at their own cost, insurance against risks etc.

5.8 Liability of the Consultants

The Consultant and each of his Members (consultant personnel, Consultant, Consultant personnel) shall be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Consultant or his members in such performance, subject to the following limitations:

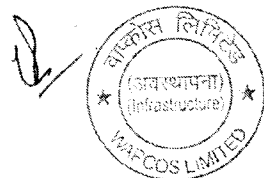
- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants, its Consultants or the Personnel of either of them; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Consultant Action Requiring Owner's Prior Approval

The Consultant shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) appointing personnel to carry out any part of the Services, including the terms and conditions of such appointment ;

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144, Anna Salai, Chennai-600 002.



(b) entering into a subcontract with the Sub consultant for the performance of any part of the Services, it being understood:

(i) That the selection of the Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Owner prior to the execution of the subcontract, and

(ii) That the Consultants shall remain fully liable for the performance of the Services by the Consultant and its Personnel pursuant to this Contract;

5.10 Reporting Obligations

The Consultant shall submit to the Owner the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix, including any supporting data required by the Owner.

5.11 Documents Prepared by the Consultants to Be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof.

5.12 Service Level Agreement: Apart from this agreement, a Service Level Agreement shall be executed by PMA. The purpose of SLA is to clearly define the level of service to be provided by PMA to TANGEDCO for the duration of this contract or until this SLA has been amended. SLA shall be executed between PMA and TANGEDCO separately as per Section IV of Tender Specification No. CE (R-APDRP)/OT No. 01 /2016-2017 and it forms an integral part of this agreement.

6.0 Consultants Personnel

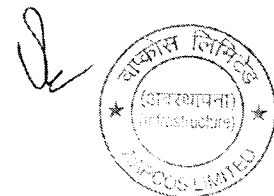
6.1 Agreed Personnel

The Consultant hereby agrees to engage the personnel and Consultants listed by title as well as by name in **Appendix C** in order to fulfill his contractual obligations under this contract.

6.2 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

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144, Anna Salai, Chennai-600 002.

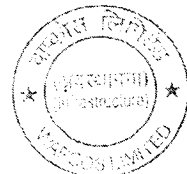


6.3 Description of Personnel

- a) The titles, job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in **Appendix C**.
- b) If required to comply with the provisions of **Clause 5.4** of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in **Appendix C** may be made by the Consultant by written notice to the Owner, provided:
- i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.
 - ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause 8** of this Contract. Any other such adjustments shall only be made with the Owner's written approval.
 - iii) Quantity variation: The price quoted by the contractor shall be firm for variation in quantity/value of scheme works to the tune of $\pm 10\%$. In case of variation beyond $\pm 10\%$, the payment will be regulated on prorata basis.
 - iv) However, If additional work is required beyond the scope of services for variation in quantity of scheme works of 10%, may be increased by agreement in writing between the Owner and the Consultants. The value of all Bank Guarantees shall be enhanced accordingly.

6.4 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) **If the Owner:**
- i) finds that any of the Personnel has committed serious misconductor has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.



- c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
- d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- e) Any Removal/Replacement of personnel shall be permitted only after getting approval from TANGEDCO and if any default thereof Penalty as per clause 1.4 of Service Level Agreement(SLA) will be levied without prejudice to other rights of TANGEDCO under the contract.
- f) Removal/Replacement at the behest of TANGEDCO or by PMA with the approval of TANGEDCO shall also be subjected to Penalty as per clause 1.4 of Service Level Agreement (SLA).

7.0 OBLIGATIONS OF THE OWNER Payment

In consideration of the Services performed by the Consultants under this Contract, the Owner shall make to the Consultants such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE CONSULTANTS

8.1 The Lump - sum cost of services payable in Indian Rupees is set forth in **Appendix E**. If due to any reason or decision of the Client/ Govt/ the Regulator, the Assignment is dropped and the Consultant is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Consultant and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.

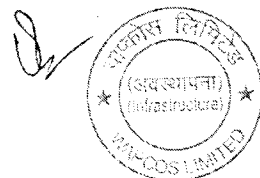
8.2 Mode of Payment

8.2.1 Payments will be made by the Owner to the consultant in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.2.2 The Consultant shall submit the bills in Duplicate to the Superintending Engineer / EDC (Project - incharge) concerned

8.3 The Owner shall cause the payment of the Consultant as per the above given schedule of payment within reasonable time of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Consultant or his members (sub consultants) is not satisfactory and not in accordance with the work program/schedule.

Jan 16
Chief Engineer / R-APDRP
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144, Anna Salai, Chennai-600 002.



- 8.4 The final payment under this Clause shall be made only after satisfactory completion of the activities.
- 8.5 All eligible payments will be made directly from the dedicated bank account as per the established procedure through e- banking only, by the Central Payment Division.

9.0 SUSPENSION

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultant and invoke Performance Bank Guarantee hereunder:

- i) if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension
- or**
- (ii) if at any stage it is found that the Consultant has provided any wrong information/ false information/ mis-represented the fact.

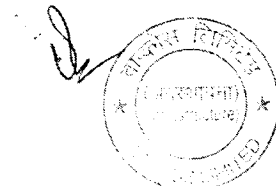
10.0 TERMINATION

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Consultant fail to comply with any final decision reached as a result of proceedings pursuant to **Clause 24** hereof;
- (c) if the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or



- (e) if Consultant become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 22 hereof,
- (c) any right which a Party may have under the Applicable Law.

10.3 CESSATION OF SERVICES

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 PAYMENT UPON TERMINATION

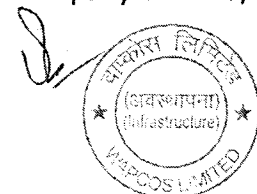
Upon termination of this Contract pursuant to **Clause-10** hereof, the Owners shall make the following payments to the Consultant:

- (a) Remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs(a) to **Clause 10.4** hereof, **reimbursement of cost duly supported by the documentary evidence incident to the prompt and orderly termination of the Contract**

11.0 Force Majeure

11.1 Neither the Contractor nor the Purchaser shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected,

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such as war, hostilities , revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the Purchaser/Employer shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

11.2 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.

11.3 It is however agreed that „Force Majeure“ shall not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or such Party's Consultants or agents or employees, nor
- (2) any event which a diligent Party could reasonably have been expected take into account at the time of the execution of this Agreement , and avoid or overcome in the carrying out of its obligations hereunder.

11.4 The Consultant shall not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

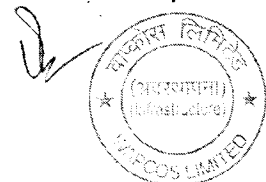
12. NO BREACH OF CONTRACT

Neither party shall be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However it is agreed that in no event shall Force Majeure shall exclude any Party's obligation to pay monies under this Agreement.

13 MEASURES TO BE TAKEN

- a. A Party affected by an event of Force Majeure or any combination of events shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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- b. A Party affected by an event or any combination of events of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

14 Period of Engagement :

The period of engagement would be thirty three (33) months from the date of receipt of Letter of Intent (LoI), or till the closure of the entire project by the TANGEDCO, whichever is later. The contract shall be suitably extended without any financial commitment to TANGEDCO in case of delay in completion of the schemes is attributable to PMA. If, the delay in completion of the schemes is not attributable to PMA, then contract price shall be on pro-rata basis for the extended period.

15 EXTENSION OF TIME

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

16 CONSULTATION

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

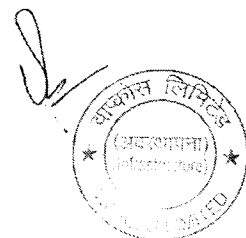
17 AMENDMENT/MODIFICATION

This Agreement may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which shall not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party shall give due consideration to any proposals for modification made by the other Party.

18 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. No Arbitration is applicable to this Contract.

[Signature]
Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



19 FAIRNESS AND GOOD FAITH

20 Good Faith

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

21 OPERATION OF THE CONTRACT

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

22 TAXES AND DUTIES/CHANGE IN LAW.

It is hereby agreed between the parties that the Consultant and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

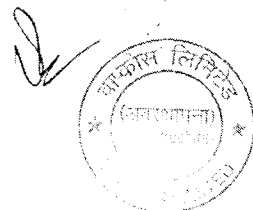
23 CONFIDENTIALITY

The Consultant, their Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or Confidential Information relating to the Project, Services, under this Contract or any information pertaining to the Owner's business or operations without the prior written consent of the Owner.

24 LAW GOVERNING CONTRACT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by Indian Laws or any statutory modifications thereof, and shall be subject to the exclusive jurisdiction of the Courts of **Chennai** in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

[Signature]
Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



25 SETTLEMENTS OF DISPUTES.

- 25.1 The parties shall endeavor to resolve amicably all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.
- 25.2 Arbitration is not applicable under any circumstances.

26 GENERAL PROVISIONS

26.1 Language

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

26.2 Headings

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

26.3 Notices

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

1. For the Owner: **Chief Engineer (R-APDRP),
2nd Floor, Eastern Wing
Tamil Nadu Generation and Distribution
Corporation Limited "NPKRR Maaligai",
144-Anna Salai, Chennai - 600 002.**

Attention: Chief Engineer, R-APDRP

2. For Consultants: **WAPCOS Limited
Plot No. 76-C, Institutional Area,
Sector-18, Gurgaon – 122 015**

**Attention: Sh. M.A. Khan
Addl. Chief (S)**

Facsimile: 0124-2349417

**Email: commercial@wapcos.co.in
wapcos.rud@gmail.com**

**Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.**



26.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty eight (48) hours following confirmed transmission.

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

26.6 Authority of Consultant in Charge

The Consultant hereby authorize: **Sh. M.A. Khan, Addl. Chief (S)** to act on their behalf in exercising all the Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

26.7 Authorised Representatives

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

- (a) on behalf of the Owner by **Chief Engineer, R-APDRP** or his designated representative;
- (b) on behalf of the Consultants **Sh. M.A. Khan, Addl. Chief (S)** or his designated representative.

26.8 Waiver of Right

The failure of either party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or of any right and shall not preclude such party from subsequently enforcing such provisions or right.

26.9 Severability Clause

If any provision of this Agreement shall be determined to be void or unenforceable, such provision shall be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.

26.10 The Consultant shall open site office at circles, where at least one senior level executive and at least one associate technical expert will be posted for successful completion of the assignment

[Signature]
Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



26.11 This Agreement may be executed in any number of counterparts which together shall constitute a single agreement.

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

FOR AND ON BEHALF OF
[OWNER]

By : *[Signature]*
28/2/2017
Authorized Representative
Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600002.
FOR AND ON BEHALF OF
[CONSULTANT – WAPCOS LIMITED]

By : *[Signature]*
M.A. Khan,
Addl. Chief (S)
Authorized Representative



1. *[Signature]*
D. PRAKASH KUMAR
Superintending Engineer - I
R-APDRP / TANGEDCO
144, Anna Salai, Chennai - 2.

2. *[Signature]*
Arindam Mohan Verma
Project Manager
WAPCOS LTD, Chennai



LIST OF APPENDICES

Duties of the Consultants

Description of the Services

- A - Detailed descriptions of the Services to be provided as per scope of work and deliverables indicated in Bid Document, letter of the bidding; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc.

Reporting requirements

- B - Format, frequency and contents of reports; persons to receive them; dates of submission; etc.

Consultants' Personnel

- C - Titles and names, [if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and man-months for each.

Duties of the Owner

- D - Services, facilities and property to be made available to the Consultants by the Owner.

Cost of services

- E **Cost of services -**

As per Letter of Award

Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



DESCRIPTION OF THE SERVICES

The consultant has to provide services as detailed below as per scope of work and deliverables indicated in Bid invitation Letter of Bid Document/LOA, letter of the bidding ; dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Owner; etc. which is required for the successful completion of the assignment.

- (i) The PMA will be responsible for the Monitoring and coordination of placement of Letter of Award , Project Planning and Implementation, Quality Monitoring, MIS & Web Portal updation and Coordination with Nodal Agency/ MoP and any other works as may be required to achieve the objectives of the scheme.
- (ii) The PMA will intimate the supplier and the TANGEDCO wherever inadequacy/ ambiguity is observed in the specification/Purchase order.
- (iii) The PMA will establish its offices including requisite manpower, vehicles and other infrastructure to oversee the project in the entire EDC and ensure smooth interface with utility and contractor for day to day affairs.
- (iv) The PMA will make its own arrangement for the work entrusted at the supplier's works and among other things shall include proceeding to the place of inspection and back, Boarding & lodging other incidental charges etc.
- (v) The Illustrative Broad scope of work are as follows:

a) Components under Integrated Power Development Scheme :

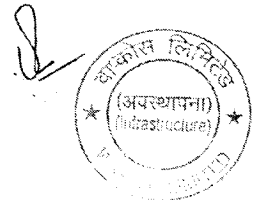
- i. Strengthening of Sub-transmission and Distribution network in urban areas;
- ii. Metering of boundary points/ feeders/ distribution transformers/ consumers in urban areas;
- iii. Rooftop Solar Project, installation of solar panels on Govt. buildings and smart/net meters as a mandatory component under IPDS; and
- iv. Continuing IT enablement of distribution sector and distribution network strengthening as per the norms of the ongoing scheme of RAPDRP by subsuming the same in IPDS.

Scope of IT enablement extended to the statutory towns having population upto 5000 as per Census 2011. In 1st phase towns having population upto 15000 may be taken up and the population threshold may be gradually reduced to 5000.

b) Monitoring and coordination of bidding process :

PMA will monitor and co-ordinate with TANGEDCO for placement of Letter of Award for the procurement of materials /works to be executed

**Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.**



departmentally/partial turnkey and related activities by various procuring/executing agencies of TANGEDCO.

c) Project Planning and Implementation:

- Assist TANGEDCO in preparation of detailed work implementation schedule in association with procurement agency/partial turnkey contractor/ Departmental Agencies for supply, installation, testing, and commissioning of the work as per approved DPRs.
- Coordinate & monitor of project implementation activities.
- Monitor DPR wise weekly, monthly physical & financial progress of the schemes, prepare a consolidated report & furnish to TANGEDCO for onward submission to Nodal Agency.
- Identify the anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with TANGEDCO and Contractor/Agencies.
- Assist TANGEDCO to verify creation of assets from asset registers of the TANGEDCO.
- Prepare, Submit and Recommend the claim of TANGEDCO for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- Submit a report to Nodal Agency, regarding project completion and expenditure incurred along with recommendation in accordance with the guidelines.
- Assist in supervision of flow of funds in dedicated bank account of the project.

d) Quality Monitoring:

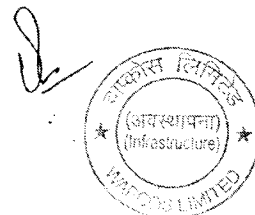
- Prepare a Quality Assurance (QA) Plan with the approval of the TANGEDCO.
- Field quality inspection of ongoing/ completed works.
- Joint inspection (along with representative of TANGEDCO) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cables, etc.,)

e) MIS & Web Portal updation

- Assist TANGEDCO in timely updation of information on Web portal.
- Monthly reporting to the Project Management Cell of concerned officials of TANGEDCO .
- Compilation and analysis of utility level AT & C data on quarterly basis.
- Any other work as may be required to achieve the objectives of the scheme.

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144, Anna Salai, Chennai-600 002.



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


All other associated works which are not listed above but are essential for successful completion of the assignment are deemed to be included in the scope of PMA Agency without any cost implication to TANGEDCO.

- (vi) **Discussions & Presentations:** The Consultant will participate, interact / discuss as required, including making / attending presentations to the officials of TANGEDCO REC/ PFC / Monitoring Committee of GoI or any other agency at Tamil Nadu / New Delhi / respective District administration. The consultant will provide periodic reports for Project Management Cell of TANGEDCO and for Web Portal updation.
- (vii) **Establishment of site office:** The Consultant will establish and maintain offices including deployment of adequate manpower, vehicles and other required infrastructures at Headquarters (**Chennai**) and in each of the thirty seven (37) circles
i.e. **Chennai North (Chennai), Kanchipuram, Chengalpet, Vellore, Tirupattur, Dharmapuri, Krishnagiri, Salem, Erode, Mettur, Namakkal, Gobi (Gobichettipalayam), Coimbatore North (Coimbatore), Coimbatore South (Coimbatore), Nilgiris(Ooty), Tirupur, Udumalpet, Villupuram, Tiruvannamalai, Cuddalore, Kallakurichi, Trichy Metro (Trichy), Perambalur, Karur, Thanjavur, Tiruvarur, Nagapattinam, Pudukkottai, Sivaganga (Sivagangai), Ramnad (Ramanathapuram), Dindigul, Madurai, Theni, Virudhunagar, Tirunelveli, Tuticorin and Kanniyakumari** on continuous basis and as per site requirement (to be finalized in consultation with TANGEDCO) in circle offices. These offices should be easily accessible and located near the head office/ regional/circle office of the TANGEDCO.
- (viii) The persons deployed at Headquarter (Chennai)/ Circle level will match the job requirement of TANGEDCO and shall be approved by TANGEDCO before deployment/ any change. The persons posted for field quality inspection will have prior experience in this field.
- (ix) The elaborate scope of work of the PMA includes clause 4.0 (Role of PMA) of section III of the tender specification CE (R-APDRP)/OT No. 01/2016-2017.

Authorized /designated

Representative of Owner

Authorized /designated


M.A. Khan,
Addl. Chief (S)

Representative of Consultant (WAPCOS)


Chief Engineer / R-APDRP
TANGEDCO

144, Anna Salai, Chennai-600 002.



APPENDIX-B

REPORTING REQUIREMENTS

Time Schedule and the Completion period for the major activities and Preparation & Submission of reports will be indicated as below and as agreed from time to time:

a) Timeline for major activities is given below:-

Sl. No.	Activity	Timellne
1.	Reporting of establishment of offices including deployment of requisite manpower, vehicles & other infrastructure, submission of inception report and Detailed work Implementation Schedule (CPM/PERT/ BAR chart etc.,) including formulation of supervision and monitoring system for project execution.	Within 15 days from the date of issuance of LoA of this contract or as per the direction of TANGEDCO
2.	Assist the utilities for placement of Letter of Award for the procurement of materials /works to be executed Departmentally/partial turnkey contractor /Agencies for supply, installation, testing, commissioning of the work as per approved DPR for IPDSworks of TANGEDCO	Within 30 Days from the date of issuance of LoA
3.	Supervision and monitoring of all site works under the scope of implementing agency including quality checks in respect of material used as per Quality Assurance Plan (QAP) for IPDSworks including reporting and updation of web portal & associated activities after completion of the works including Preparation and Submission of closure proposals	Till the Completion of the Assignment.

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144, Anna Salai, Chennai-600 002.



b) Preparation and Submission of Reports:-The consultant will prepare and submit the report on the format prepared by the consultants and as approved by TANGEDCO (except for commencement report)

Sl. No.	Report	Frequency	Due Date / Time	No. of Copies
1.	Inception Report including detailed work implementation schedule (PERT)	One Time	15 days commencement of services	3
2.	Progress Report	Every Month	Before 3rd day of the following month	3
3.	Progress Report (Quarterly)	Every 3 Month	Before 10th day of the following 3rd month	3
4.	Monthly field quality inspection report	Every Month	Before 3rd day of the following month	3
5.	Monthly Joint Inspection report (along with representative of TANGEDCO) of materials at site on sample basis of major materials (Poles, Conductor, Meters, Transformers, Cables etc.)	Every Month	Before 3rd day of the following month	3
6.	Monthly report of MIS of web portal updation to the Project Management Cell of TANGEDCO	Every Month	Before 3rd day of the following month	3
7.	Quality assurance plan	As and when required	On immediate basis	3
8.	Special Reports, if required by TANGEDCO	As and when required	On immediate basis	3
9.	Special Reports on any important feature aspect likes claim variation etc	Whenever needed	On immediate basis	3
10.	Final Report	One Time	Within 30 days of completion of services /contract	3

Authorized /designated

[Signature]

Representative of Owner

**Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.**

Authorized /designated

[Signature]

**M.A. Khan,
Addl. Chief (S)**

Representative of Consultant (WAPCOS)



APPENDIX-C

CONSULTANTS" SUBCONSULTANTS AND KEY PERSONNEL

C-1 List of key Personnel to be assigned to the assignment

Sl. No.	Name	Required Number of Persons	Name of the Proposed Person (*)	Technical Qualification	Experience
1	Project Group Manager (Project leader for the assignment)	1 for entire assignment	M.T.Selvaraj	<ul style="list-style-type: none"> B.E. (ELECTRICAL & ELECTRONICS) 	More than 32 years
2	Project Contracts cum Quality Specialist	1 for entire assignment	C. Ponnusamy	<ul style="list-style-type: none"> Diploma in Electrical and Electronics Engineering. B. E. (Electrical and Electronics Engineering) 	36 Years
3	Project Engineer (Electrical)	1 for each Circle	AbhikPhaujdar	<ul style="list-style-type: none"> B.E. (Electrical) from Bhagalpur Engineering College in 2003 	More than 11 Years
4	Project Engineer (Electrical)	1 for each Circle	Ajaya Kumar Nanda	<ul style="list-style-type: none"> BE (AMIE) in Electrical Engineering in 1991 Diploma in Electrical Engineering in 1985 from IGIT, Sarang, Talcher, Odisha 	More than 29 Years
5	Project Engineer (Electrical)	1 for each Circle	Amninder Singh	<ul style="list-style-type: none"> B.TECH. (Electrical) from Giani Jail Singh College of Engineering & Technology Bathinda, Punjab in 2008 	More than 8 Years
6	Project Engineer (Electrical)	1 for each Circle	AnkurVerma	<ul style="list-style-type: none"> Bachelor of Technology (Electrical Engineering) in 2007 from Faculty of Engineering & Technology, Gurukul Kangri Vishwavidyalaya, Haridwar (U.K.) M. Tech (Electrical) from KSOU, Karnataka. 	More than 9 Years

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TANGEDCO
144, Anna Salai, Chennai-600 002.

[Handwritten Signature]



Sl. No.	Name	Required Number of Persons	Name of the Proposed Person (*)	Technical Qualification	Experience
				<ul style="list-style-type: none"> MBA (Operation Management) from NIMS, Jaipur. 	
7	Project Engineer (Electrical)	1 for each Circle	Baikunthanath Ray	<ul style="list-style-type: none"> B.Sc. Engg. (Elect.) : 1967-REC, Rourkela. P.G.Diploma in Business Management: 1977-78(One year)- dramatic Institute of Management, Calcutta. 	More than 40 Years
8	Project Engineer (Electrical)	1 for each Circle	Brijesh Kumar Saxena	<ul style="list-style-type: none"> B.Sc.(Engineering) Electrical from Agra University, D.E.I. Engineering College, DayalBagh 	More than 39 Years
9	Project Engineer (Electrical)	1 for each Circle	Faizal Khan	<ul style="list-style-type: none"> Bachelor of Engineering from Vindhya Institute of Technology and Science, Satna, affiliated to Rajiv Gandhi Proudयोगiki Vishwavidyalaya (RGPV), Bhopal June 2010. 	More than 5 Years
10	Project Engineer (Electrical)	1 for each Circle	GovindLalGoyal	<ul style="list-style-type: none"> B.E. (Electrical), in 1970 	More than 39 Years
11	Project Engineer (Electrical)	1 for each Circle	HemantSingla	<ul style="list-style-type: none"> B.Tech. in Electrical Engineering in 2008 from GianiZail Singh College of Engineering & Technology, Bathinda 	8 Years
12	Project Engineer (Electrical)	1 for each Circle	Jagdish Nagle	<ul style="list-style-type: none"> Bachelor of Engineering Electrical from RGPV Bhopal in 2005 	9 Years
13	Project Engineer (Electrical)	1 for each Circle	Kamal Jeet Singh	<ul style="list-style-type: none"> B.Sc.. Engineering (Electrical) from NIT, Kurukshetra, Haryana, 1971. 	More than 40 Years
14	Project Engineer (Electrical)	1 for each Circle	Karuppasamy S	<ul style="list-style-type: none"> BE (ELECTRICAL) from Madurai Kamarajar university 	26 years
15	Project Engineer (Electrical)	1 for each Circle	M.L. Batra	<ul style="list-style-type: none"> B.Sc. Engg.(Electrical) in the year 1965, Thapar College of Engineering, Patiala 	More than 42 Years
16	Project Engineer (Electrical)	1 for each Circle	M.L. Ghai	<ul style="list-style-type: none"> B.E. (Electrical) from Thapar Institute of Engg. & Technology, Patiala in 1973 	More than 38 Years
17	Project Engineer (Electrical)	1 for each Circle	Madhu Sudan Sharma	<ul style="list-style-type: none"> Diploma in Electrical Engineering A.M.I.E. (Electrical) 	More than 35 Years
18	Project Engineer (Electrical)	1 for each Circle	Manmohan Singh Nagpal	<ul style="list-style-type: none"> B.Sc Engineering (Electrical) in 1971 from Banaras Hindu University 	More than 35 Years

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144, Anna Salai, Chennai-600 002.



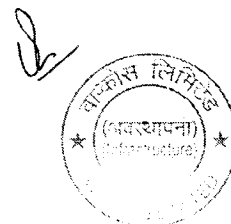
Sl. No.	Name	Required Number of Persons	Name of the Proposed Person (*)	Technical Qualification	Experience
19	Project Engineer (Electrical)	1 for each Circle	Mridul Mohan Verma	<ul style="list-style-type: none"> MBA (Power) from University of Petroleum and Energy Studies, Gurgaon. In 2008 B. E. (Electrical & Electronics) from Anand Engineering College, Agra in 2003 	More than 7 Years
20	Project Engineer (Electrical)	1 for each Circle	Nandlal Sharma	<ul style="list-style-type: none"> B.E (Electrical) – 1971 from M. B. M. Engineering College, Jodhpur. 	More than 37 Years
21	Project Engineer (Electrical)	1 for each Circle	O.p. Saluja	<ul style="list-style-type: none"> B.E. (Electrical Engineering) in 1979 	35 Years
22	Project Engineer (Electrical)	1 for each Circle	Om PrakashMangal	<ul style="list-style-type: none"> B.E. (Electrical) in 1972 from S.V. Regional Engineering College, Surat (Gujarat) 	More than 42 Years
23	Project Engineer (Electrical)	1 for each Circle	Om PrakeshShrivastava	<ul style="list-style-type: none"> M. E. in High Voltage Engineering from Govt. Engineering college, Jabalpur, 1964 	More than 40 Years
24	Project Engineer (Electrical)	1 for each Circle	PrabirSahoo	<ul style="list-style-type: none"> B.E. in Electrical Engineer from Govt. Engineering College, APS University, Rewa in the year 1999 Integrated Diploma course in Computer Programming and E-Commerce from IIHT in the year 2003 	More than 13 Years
25	Project Engineer (Electrical)	1 for each Circle	Pramod Kumar Purohit	<ul style="list-style-type: none"> Diploma in Electrical Engineering 1st Division, year of passing 1965. Bachelor Degree in Electrical Engineering 1st Division, year of passing 1975. 	37 years
26	Project Engineer (Electrical)	1 for each Circle	Pravas Kumar Dash	<ul style="list-style-type: none"> 2011 - 2012 MBA (Distance) from Webcom School of Business under Sikkim Manipal University. 2002 - 2006 BE (Electrical) from Konrak Institute Of Science And Technology, Bhubaneswar under Utkal University, Orissa. 	More than 9 Years
27	Project Engineer (Electrical)	1 for each Circle	R.K. Dubey	<ul style="list-style-type: none"> B.E.(ELECTRICAL),from Govt. Engineering College, Jabalpur in 1973 Post Graduate Certificate in Project Management. 	More than 40 Years

Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



Sl. No.	Name	Required Number of Persons	Name of the Proposed Person (*)	Technical Qualification	Experience
28	Project Engineer (Electrical)	1 for each Circle	Raj Kumar Garg	<ul style="list-style-type: none"> Bachelor of Engineering (Electrical) from Thaper Institute of Engineering Tech. Patiala in 1975 Master of Engineering (Electrical) from Guru Nanak Engineering College, Ludhiana 	More than 35 Years
29	Project Engineer (Electrical)	1 for each Circle	Rajib Kumar Sahoo	<ul style="list-style-type: none"> A.M.I.E. in Electrical Engineering in 1989 from Institute of Engineers (I) Calcutta - 20 	26 years
30	Project Engineer (Electrical)	1 for each Circle	Rajinder Sehgal	<ul style="list-style-type: none"> Bachelor of Engineering (Electrical Engineering), June 1996 	17 Years
31	Project Engineer (Electrical)	1 for each Circle	K. Vijayaraghavan	<ul style="list-style-type: none"> B.E. (Electrical & Electronics) Post Diploma in Medical Equipment Technology 	More than 35 Years
32	Project Engineer (Electrical)	1 for each Circle	Rupesh Gupta	<ul style="list-style-type: none"> B.E. (Electrical) from R.G.P.V.. BHOPAL in 2009 	5 Years
33	Project Engineer (Electrical)	1 for each Circle	S. C .Verma	<ul style="list-style-type: none"> B.E. (Electrical), Hons. F.I.E. in 1967 	More than 40 Years
34	Project Engineer (Electrical)	1 for each Circle	Satish Kumar Bakliwal	<ul style="list-style-type: none"> B.Sc. (Engg.), Electrical (1968) from BEI Agra Fellow of the Institution of Engineers (India) F-1113765 (Elect.) 	More than 40 Years
35	Project Engineer (Electrical)	1 for each Circle	Surendra Kumar Parhi	<ul style="list-style-type: none"> B.Sc. (Electrical Engineering) 	More than 29 Years
36	Project Engineer (Electrical)	1 for each Circle	Tarun Purohit	<ul style="list-style-type: none"> B.E. (Electrical), Jodhpur Engineering College & Research Centre, Jodhpur, Rajasthan, India, from July 2004 to July 2008. 	More than 6 Years
37	Project Engineer (Electrical)	1 for each Circle	Vijay Kumar Sharma	<ul style="list-style-type: none"> B.E. (Electrical) from the Institution of Engineers (India) 	34 years' experience
38	Project Engineer (Electrical)	1 for each Circle	Vinod Kumar Jain	<ul style="list-style-type: none"> B.E. (Electrical) from REC Kurukshetra (Now NIT Kurukshetra), Haryana in 1973 	More than 39 Years
39	Project Engineer (Electrical)	1 for each Circle	Vishnu Ja	<ul style="list-style-type: none"> Bachelor of Engineer from Jivaji university, Gwalior (M.P). 	More than 40 Years

Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.



Sl. No.	Name	Required Number of Persons	Name of the Proposed Person (*)	Technical Qualification	Experience
40	MIS Specialist	1 for entire assignment	Trombok Chowdhury	• BE (Electrical) from JSS Academy of Technical Education, Noida in '2004	More than 11 Years

Note :- * We provide an undertaking that the key staff identified for the project (as submitted in bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion. Key Personnel proposed in the Bid Proposal would be retained. In case of any replacement, prior approval of TANGEDCO would be obtained for replacement of equivalent manpower matching with the job requirement of TANGEDCO.

Authorized /designated

Authorized /designated

[Signature]

Representative of Owner

**Chief Engineer / R-APDRP
TANGEDCO**

144, Anna Salai, Chennai-600 002.

[Signature]

**M.A. Khan,
Addl. Chief (S)**

Representative of Consultant (WAPCOS)



APPENDIX - D

DUTIES OF THE OWNER

Owner will provide all assistance to the consultant in facilitating the studies and surveys to be conducted at site or any other services required as per tender specification CE (R-APDRP)/OT No. 01 /2016-2017.

Authorized /designated

Authorized /designated

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Representative of Owner
Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.

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M.A. Khan,
Addl. Chief (S)
Representative of Consultant (WAPCOS)



APPENDIX - E

Cost of services

As per Letter of Award

Authorized /designated

J. N. S.

Representative of Owner

**Chief Engineer / R-APDRP
TANGEDCO
144, Anna Salai, Chennai-600 002.**

Authorized /designated

M.A. Khan

**M.A. Khan,
Addl. Chief (S)**

Representative of Consultant (WAPCOS)

