

Annexure-E

PROFORMA OF 'TRIPARTITE AGREEMENT'

(In case of bidding by the channel partner of OEM)

Tripartite Agreement for Design, Manufacturing, Supply & Installation, Testing & commissioning along with providing O&M & AMC of Supervisory Control & Data Acquisition (SCADA) System for IMT Manesar industrial area at Sub-Station level associated with 220KV/66KV/11KV Substations at Sector 1, 2, 3, 4, 8 & Old Manesar and distribution level on all 11KV General Industrial and Independent Industrial/NDS feeders under the jurisdiction of 'OP' Circle-I, DHBVN, Gurugram, (Haryana)

(To be executed on non-judicial Stamp Paper)

This agreement made this.....day of2018 between employer i.e. DAKSHIN HARYANA BIJLI VITRAN NIGAM (hereinafter referred to "Owner or DHBVN which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and the bidder/channel partner M/S having its registered office at(hereinafter referred to as "Contractor") and between its Original equipment manufacturer (OEM) M/S having its Registered office at, WHEREAS DHBVN desirous invited bids for Design, Manufacturing, Supply & Installation, Testing & commissioning along with providing O&M & AMC of Supervisory Control & Data Acquisition (SCADA) System for IMT Manesar industrial area at Sub-Station level associated with 220KV/66KV/11KV Substations at Sector 1, 2, 3, 4, 8 &

Old Manesar and distribution level on all 11KV General Industrial and Independent Industrial/NDS feeders under the jurisdiction of 'OP' Circle-I, DHBVN, Gurugram, (Haryana) AND WHEREAS”X”had participated in the above referred bidding vide their proposal No..... dated along with its OEM M/SResulting WHEREBY IT IS AGREED as follows:

ARTICLE 1 - SUBJECT OF THE AGREEMENT

1.1 It is identified that the bidder i.e. M/S as one of its potential Automation & Equipment Channel Partner and has been appointed as one of its authorized Automation & Equipment Channel Partner by the OEM M/S in the Territory of Delhi/NCR & Haryana subject to the terms and conditions stated in this agreement (hereinafter referred to as the “Agreement”) and the Annexure(s) hereto. The OEM through a valid agreement or letter of authorization shall guarantee that the channel partner shall remain valid till the completion of this contract. The services as desired under the bid document shall be offered completely by the OEM or Channel partner or jointly. The roles & responsibility during the execution of the contract under the scope of OEM and the channel partner shall be clearly defined as part of this agreement. Subletting of the contract shall not be allowed for any of the project implementation services.

1.3 The Automation & Equipment channel Partner i.e. shall closely coordinate its actions with the employer i.e. DAKSHIN HARYANA BIJLI VITRAN NIGAM and its OEM i.e. M/S..... office in the Territory, if any or Regional Sales Management, to which the Territory belongs to.

ARTICLE 2 - SCOPE OF SUPPLY

2.1 PROJECT MANAGEMENT

Project Management is in the scope of bidder/Channel Partner. Network designing of the system suggesting the optimum layout & connectivity, overall system design of proposed SCADA system, site survey & BOQ validation will be done jointly by the bidder/Channel Partner and OEM.

2.2 DELIVERY

The work order shall be awarded by the employer to the bidder. There shall be only one authorized channel partner during the entire period of the contract. All the major equipment required for implementation of the main contract under tender specification NO ----- & SCADA system i.e. RMU/FRTU/RTU/Relays and SCADA system / equipment / software will be supplied by the OEM only to the channel partner / OEM's authorized agency for the purpose of this contract. The list of such supplies with responsibilities shall be submitted along with the bid document so as to ensure that these obligations are met by OEM/channel partner during the complete project duration.

2.3 SUPERVISION and INSTALLATION

Survey of all the installations covered hereunder and preparation of updated layout and mapping of the existing & proposed system showing the components of SCADA infrastructure as planned for connectivity will be the prime scope of bidder and channel partner jointly in case the project is awarded to the channel partner, otherwise it shall be prime responsibility of OEM.

Installation, field testing & commissioning of RMU's with FRTU will be carried out under the direct supervision of qualified representative of OEM and OEM services shall be available till handing over of the system to Owner.

SCADA equipment's as well as SCADA software part will be commissioned by the OEM with the help of his authorized channel partner. Services of the OEM representative shall be available till successful commissioning & handing over of the project as per the technical requirements.

Any other miscellaneous items i.e. cable laying, civil works, dismantling etc. which are required for completion of project will be in the scope of bidder/channel partner.

The role & responsibility of services shall be defined in the bid document.

2.4 TRAINING

OEM will impart training to the employer staff as defined in the technical requirements / bid document in association with channel partner if the contract is awarded to the authorized channel partner for Operation & Maintenance of complete SCADA/Automation for the period as defined in the tender document and for the

AMC period, if any, after the commissioning of the entire project. Role of OEM shall be defined in the bid document.

2.5 WARRANTY & AMC

Warranty of all the equipment covered under the project will be in the scope of channel partner whereas OEM will provide back to back warranty for the equipment supplied by them in accordance with the published clause in the tender.

Warranty of SCADA equipment's as well as software part of SCADA system will primarily be in the scope of OEM for successful commissioning and till the defined warranty period.

AMC will be in the scope of channel partner; however, OEM will provide all the necessary support for the entire duration of O&M / AMC as per the bid document.

Back up warranty agreement / Tripartite agreement will be executed between employer, bidder/channel partner and OEM in accordance with the tender document and project requirements after the award of work but before commencement of work at the site. At the time of bidding OEM shall provide a back up warranty agreement executed with his authorized channel partner as per the terms and conditions of the bid document.

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