

# **CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LTD**

(A GOVERNMENT OF CHHATTISGARH UNDERTAKING),

(A SUCCESSOR COMPANY OF CSEB)

CIN NO. U40108CT2003SGC015822

## **O/O EXECUTIVE DIRECTOR (O&M)**

1<sup>ST</sup> FLOOR, OLD ADMINISTRATIVE BUILDING, DANGANAYA RAIPUR (C.G.)-492013

PHONE NO. (0771)-2574502/2574909 FAX NO. (0771)-2574900/2574922

NO. 02-01/WORKS-II/.....8212

RAIPUR DTD. 26/03/2015

To,

The Addl.Chief Executive Officer,  
*REC Power Distribution Co. Ltd.,*  
Corporate Office- 1016-1023,10<sup>th</sup> Floor,  
Devika Tower, Nehru Place,  
New Delhi-110019

*Ph. No.011-44128750*  
Fax No. 011-44128768  
Email-recpdcl@rediffmail.com

Sub:- Letter of award for preparation of Survey, DPR and Project Management Agency (PMA) services for Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY) and Integrated Power Development scheme (IPDS).

Ref:-  
1. This office letter No. 02-01/Works-II/5771, Raipur dtd. 24.11.2014.  
2. Your letter No. RECPDCL/TECH/BD/2014-15/1978 dtd. 16.12.2014.  
3. Your letter No. RECPDCL/TECH/BD/2014-15/ dtd. 06.01.2015.  
4. Your letter No. RECPDCL/TECH/BD/2014-15/2006 dtd. 14.01.2015.

Dear Sir(s),

With reference to the above , CSPDCL is pleased to place this letter of Award with you for detailed ground survey, preparation of DPR ,Bid Management and project Management Agency (PMA) services for Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY) and Integrated Power Development scheme (IPDS) under 27 district i.e. Raipur, BalodaBazar, Dhamtari, Mahasamund, Gariyaband, Durg, Balod, Rajnandgaon, Kabirdham, Bemetara, Jagadalpur, Kanker, Narayanpur, Kondagaon, Bijapur, Dantewada, Sukama, Bilaspur, Mungali, Janjgir-Champa, Raigarh, Jashpur, Korba, Sarguja, Surajapur, Balrampur and Koriya of CSPDCL at the price and terms and conditions, stipulated hereunder.

### **1. BACK GROUND:-**

Govt. of India launched Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY) and Integrated Power Development scheme (IPDS). The broad scope of work under DDUGJY & IPDS schemes are as follows-

## A) DDUGJY:-

- (i) Separation of agricultural & non – agricultural feeders facilitating judicious rostering of 24x7 power supply to agricultural & non-agricultural consumers to rural areas.
- (ii) Strengthening and augmentation of sub-transmission & distribution (ST&D) infrastructures in rural areas including metering at distribution Transformers, feeders and consumers end.
- (iii) Rural electrification works as per CCEA approval dtd. 01.08.2013 for completion of the target laid down under RGGVY for 12<sup>th</sup> & 13<sup>th</sup> plans by sub-summing RGGVY in DDUGJY and carrying forward the approved outlet for RGGVY & DDUGJY.

## B) IPDS:-

- (i) Strengthening and augmentation of sub-transmission & distribution (ST&D) infrastructures in urban areas including provisioning of solar panels on Govt. buildings and net metering.
- (ii) Metering of feeders, distribution Transformers and consumers end in urban areas.
- (iii) IT enablement of distribution network strengthening of distribution network as per CCEA approval dtd. 21.06.2013 for completion of the targets laid down under RAPDRP for 12<sup>th</sup> & 13<sup>th</sup> plans by sub-summing R-APDRP in IPDS and carrying forward the approved outlay for R-APDRP to IPDS.
- (iv) Completion of optical fiber missing links under establishment of National Optical Fiber Network (NOFN).
- (v) Establishment of National Power Data hub at CEA.
- (vi) Training and capacity building.

## 2. Scope Of Work:-

The scope of work of the assignment will be as follows:-

### 2.1) Assistance of Need Assessment Documents (NAD) for DDUGJY & IPDS.

Need Assessment Documents has been prepared by CSPDCL and submitted to REC & PFC. If required any assistance in finalization of NAD from both the Nodal agency then assistance shall be provided by the RECPDCL.

### 2.2) Preparation of Detailed project reports (DPRs) for DDUGJY & IPDS.

- (i) Preparation of Detailed project reports (DPRs) based on detailed field survey (GPS) and latest approved schedule of rates for various item of work. DPRs will be prepared considering guidelines forwarded by the nodal agency i.e.REC &PFC from time to time & all relevant parameters such as consumer mix, consumption pattern, voltage regulation, AT&C loss level, HT & LT ratio, optimum loading of Transformers & feeders/lines, reactive power management, power factor improvement etc.
- (ii) Assistance in approval of DPRs by the monitoring committee.

### **2.3.1 Project Management Agency (PMA) services for monitoring and ensuring timely implementation of the project :-**

Broad indicative scope of services as a PMA shall be as specified below and same will be substituted by the scope of PMA as defined in the Guidelines to be issued by MoP, Gol/Nodal Agency i.e. REC and PFC.

### **2.3.2 Monitoring and coordination of bidding process:**

- (i) Assist CSPDCL in preparation of tender document along with Technical specification Drawing, BOQ, work schedule etc. for appointment of turnkey contractor.
- (ii) Assist CSPDCL in bidding process (including pre-bid meetings etc) and techno commercial and financial evaluation of bids.
- (iii) Assist the CSPDCL for placement of letter of Award and related activities.
- (iv) Preparing replies to queries raised by prospective bidders in pre-bid conference and other forums.

### **2.3.2.1 Project Planning and Implementation:-**

- i. Assisting CSPDCL in preparation of detailed project/work implementation schedule (PERT) in association with turnkey contractor.
- ii. Assisting in checking in Bar-Chat for execution of the work, on verifying the survey report submitted by the contractor.
- iii. Planning, Monitoring and controlling the project in most cost effective manner, ensure quality workmanship, ensure safety & security and follow up with the contractor for implementation of the project within target cost estimate and time schedule.
- iv. Co-ordination with CSPDCL to assist in obtaining statutory clearance and monitoring of project implementation activities.
- v. Day to day supervision, coordination & monitoring of project implementation activities.
- vi. To monitor receipt and issue of materials by the contractor.
- vii. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with CSPDCL & contractors.
- viii. To undertake measurement and recording thereof in measurement book including verification with respect to BoQ and verification of invoices raised by the contractor.
- ix. Supervision of flow of funds in dedicated bank account of projects to verify creation of assets from asset register of the CSPDCL and making claims etc and follow up action.
- x. Assist CSPDCL for receiving matching grant component from MoP, Gol time to time against the schemes.

- xi. Scrutinizing of vendor approval cases as forwarded to them by utility for materials related to the scheme.
- xii. Providing assistance to CSPDCL in exercising strict financial contract physical progress and assist CSPDCL in capitalization of assets so created in phases.
- xiii. Hand holding the CSPDCL in preparation of folders/information for Central Govt/State Govt./Regulatory/ various committees meeting related to projects.
- xiv. Assisting CSPDCL in all legal cases in issues related to the project.
- xv. Preparing replies on behalf of CSPDCL for audit half margins, audit enquiry and other quarries related to projects.

#### **2.3.3. Quality Monitoring:-**

- (i) To prepare a Quality Assurance (QA) plan with the approval of the CSPDCL.
- (ii) Field quality inspection of ongoing /completed works.
- (iii) Identification of the defects, if any, and get them corrected by the turn key contractor during execution.
- (iv) Joint inspection (along with representative of CSPDCL) of material at site on sample basis i.e. 10% of major materials (Poles, conductor, Meters, Transformers, cable)

#### **2.3.4. MIS & Web Portal up-dation:**

- (i) Preparation of monthly and quarterly progress report for execution of work.
- (ii) Assisting CSPDCL for timely up dation of information on web portal.
- (iii) Periodic reporting to the project management Authority & controlling officers of CSPDCL.

#### **2.3.5. Coordination with Nodal Agency/MoP and any other works as may be required to achieve the objectives of the schemes.**

#### **2.3.6. Project closure & other related activities.**

- (i) Recording and submission of as-built vendor data.
- (ii) Providing an operation & maintenance in consultation with the turn key contractor to be followed after completion of work.
- (iii) Assisting in keeping record for unforeseen circumstances during execution.
- (iv) Preparation of reconciliation statement & closure report.
- (v) Assisting taking over the executed works.
- (vi) Any other job not specifically mentioned but are required to complete the work in totality are deemed to be included in the scope of work.

### 3. TIME SCHEDULE OF THE PROJECT:

Total duration of the assignment would be 36(thirty six) calendar date of signing of agreement which includes:

Sl. No.	Description	Time Schedule
1	Survey and Preparation of DPR	5(Five) months
2	Bid management and Award of contract	3(Three) months
3	Project monitoring as project Management Agency(PMA)	24(Twenty four) months
4	Project closure and other allied works.	4(Four) months

### 4. FINANCIAL IMPLICATION:

#### 4.1 Contract Fee:-

The contract Fee for preparation of DPR with GPS survey & other specified works for the assignment @1.5% of the total project cost as per approved DPR, service tax, at prevailing rate, shall be allowable over and above the contract fee. Contract Fee shall not be liable for change for subsequent revision of project cost in course of implementation.

#### 4.2 PAYMENT TERMS:

Payment of contract fees will be in the following manner:-

- a) 10% (Ten percent) of the estimated contract fee on award of assignment. Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (C).
- b) 10% (Ten percent) of the estimated contract fee shall be released on submission of draft DPRs (pro rata linked with the no. of District for which DPRs are submitted) Balance amount on account of difference in approved DPR cost from tentative DPR cost shall be payable at stage (C).
- c) 5% (five percent) of contract fee (on approved DPR amount ) shall be released on approval of DPRs from Monitoring committee (pro rata linked with the no. of Districts for which DPRs are approved) plus the balance amount as referred above at stage (a) and (b) shall be released.
- d) 5% (five percent) of the contract fee (of approved DPR amount) shall be released on finalization of tender documents and issuance of NITs.
- e) 5% (five percent) of the contract fee (of approved DPR amount) shall be released on finalization and award of contract.
- f) 60% (sixty percent) of the contract fee shall be paid in two component
- g) Fixed monthly payment @ 1/24 of 30% of the contract Fee (on approved DPR) shall be released on monthly basis.
  - i) Balance 30% of the contract fee (on approved DPR) shall be released on pro rata linked with the disbursement for the project. (Every 10% disbursement: 3% of contract fee).
  - ii) 5% (five percent) of the consultancy fee (on approved DPR amount ) shall be released on final closure of the contracts.

Bills in triplicate as per payment schedule is to be submitted to the respective CEO , who will forward the bills to the paying authority through the Chief Engineer (STRE) (Nodal officer)for DDUGJY and IPDS after due authentication and certification , for effecting payment . Necessary statutory deductions, as applicable, are to be made against each phase of payment.

Further to note that if any work mentioned in the scope of work was not required to be executed, due to any reason whatsoever, the proportionate cost of the contract fee may be deducted on pro-rata basis, as may be mutually agreed between the CSPDCL and RECPDCL.

**5. DROP DEAD FEE:-**

If due to any reason or decision of the CSPDCL/the Govt./Regulator, the assignment is dropped or consultant is directed to discontinue work, the "Drop Dead Fee" would be the payable to you. The amount would be claims already raised to CSPDCL plus the sum of all liabilities and expenditure incurred, if any, relating to the assignment, till the point of calling off the assignment or as may be mutually agreed between the CSPDCL and RECPDCL.

**6. EXTENSION OF PERIOD:-**

Extension of time schedule as referred in clause no.3 above may be considered. In case the project work is extended beyond contract period in the event of delay not attributable to you, CSPDCL may consider for payment of contract fees on mutually agreed terms.

**7. OFFICE/ ESTABLISHMENT:**

You have to open office /establishment in Raipur as well as in the district awarded to you for smooth implementation of both the projects with requisite man power. Details of man power (technical/ non technical) deployment is to be intimated to the Nodal concerned CEO & Controlling officers of CSPDCL. You will be responsible for such manpower deployment at your own cost & risk.

**8. NODAL OFFICER:**

The Chief Engineer (STRE), CSPDCL will be the Nodal officer for both the schemes for effective implementation and execution of agreement.

**9. CONTROLLING OFFICERS:** The Additional Chief Engineer (RGGVY/DDUGJY) for DDUGJY and Superintending Engineer (RAPDRP/IPDS) for IPDS will be the Chief Executive Officer (CEO) of above project respectively. Survey work shall be taken up in consultation with respective SEs and EES of the area.

**10. PAYING AUTHORITY:** Paying authority will be the Manager (CAU)CSPDCL Raipur.

**11. CONTRACT AGREEMENT:**

You will have to execute a contract agreement in appropriate Non judicial stamp paper as per prescribed format with CE (STRE) CSPDCL within 7(seven) days from the date of placement of letter of Award (LoA).

## **12. OTHER TERMS AND CONDITIONS:**

- (i) You have to prepare Detailed Project report based on GPS survey carried out at field and with the information collected from the CEO/controlling officers of CSPDCL of respective Districts till entire satisfaction of CSPDCL. Interaction required for the purpose should normally be made with the Nodal / CEO officers of CSPDCL.
- (ii) The information documents received from the CSPDCL for this purpose should not be used / share to any other persons or any other reason except for implementation of the projects.
- (iii) You have to attend the meetings, discussions organized by CSPDCL/Govt. dept. along with updated reports/ presentations or to arrange meeting, as and when required, during implementation of the projects.
- (iv) Three sets of district wise Draft DPRs including base documents in preliminary stage shall be submitted within three months from the date of acceptance of letter of Award (LoA) to the respective ceo/controlling officer for scrutiny & acceptance. Six copies of District wise final DPR submission to the competent authority for approval.
- (v) Twelve sets of bid documents including Technical specification, drawing, BOQ, and works schedule etc. are to be submitted to CEO /Nodal officer within one month from the date of approval of final DPR towards invitation tenders.
- (vi) You have to submit weekly /monthly/quarterly report progress report to the Nodal/ CEO Officer.
- (vii) Any terms, conditions, responsibility, duties, disbursement procedure, Fee changed by Gol / GoCG shall be applicable.

## **13. SETTLEMENT OF DISPUTE AND LEGAL JURISDICTION:**

Any dispute or difference arising out of in connection with this contract shall to all extent possible, be settled amicable through mutual discussion at appropriate level of CSPDCL and your good offices. The law applicable to the contract shall be the law in force in India. The courts of Raipur/Bilaspur shall have exclusive jurisdiction all matters arising out under this contract.

## **14. SUB-LETTING OF CONTRACT:**

You shall not be permitted to sub let any agency for any portion of the work under this letter of Award (LOA) without prior approval of CSPDCL. In any such case, you shall notify CSPDCL in writing of the sub- contracts to be awarded under the contract. Such notification shall not, however, relieve you from any liability or responsibility or obligation under the contract.

## **15. CONFLICT OF INTEREST:**

Neither you (including your personal and sub consultants), nor any affiliate that directly or indirectly is controlled by you or is under common control of you, shall be hired for any assignment, that its nature, may be in conflict with another assignment of yours.

## **16. TERMINATION OF CONTRACT:**

The time period for effecting completion of assignment as per scope of work of this letter of Award (LoA) shall have to be treated as essence of the contract. In the

event of failure to perform within the stipulated time frame, the Award shall be terminated on serving of 15( fifteen) days prior notice by CSPDCL.

**17. FORCE MAJEURE:**

You shall not be considered in default if completion of works and services occur due to causes beyond his control such as act of God, natural calamities, civil wars, strikes(other than contractor's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of force majeure. A notification to this effect duly certified by statutory authorities shall be given by you CSPDCL within 7(SEVEN) days. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of force Majeure, or the contract may be terminated.

**18. CORRESPONDANCE :**

The correspondence is to be made at the following address for DDUGJY & IPDS:

For DDUGJY	FOR IPDS
CHIEF ENGINEER (ST RE) CSPDCL, CSEB CAMPUS, GUDHIYARI, RAIPUR (C.G.)	CHIEF ENGINEER (ST RE) CSPDCL, CSEB CAMPUS, GUDHIYARI, RAIPUR (C.G.)

Please acknowledge the receipt of the letter of Award and send your unequivocal acceptance with one signed copy of LOA within 7(seven) days from the date of issue of this Letter Of Award (LoA).

*3/26/13*  
**Executive Director (O&M)**  
**CSPDCL, Raipur**  
*2/26/13*

Copy to:-

1. The Executive Director /Chief Engineer (.....),CSPDCL .....
2. The Superintending Engineer,(O&M)/City.....CSPDCL.....
3. The Executive Engineer ,(O&M)/City.....CSPDCL.....
4. The Sr.AO/RAO,CSPDCL,.....
5. The Manager (CAU),CSPDCL, Raipur