



# THE DURGAPUR PROJECTS LIMITED

(A Government of West Bengal Enterprise)  
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An ISO 9001 : 2008 Certified Company  
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CIN : "U40102WB1961SGC025250"

**OFFICE OF THE ELECTRICAL TRANSMISSION AND DISTRIBUTION**  
**DURGAPUR-02**

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LOA No- DPL/ETD/IPDS/AMEND/CR&D/2016/ 86

Date – 16.04.2016

To  
The Addl. Chief Executive Officer  
REC Power Distribution Company Limited  
1016 – 1023, 10<sup>th</sup> floor, Devika Tower  
Nehru Place  
New Delhi – 110019

Sub: Amended Letter of Award for Project Management Agency Services for Integrated Power Development Scheme under Command Area of DPL in Durgapur Town (Dist-Burdwan, West Bengal)

- Ref:
1. DPL's letter to RECPDCL vide U.O. No: PP/506/1 dated 27.04.2015
  2. Your Offer vide No: RECPDCL/TECH/BD/2015-16/251 Dt. 07.05.2015
  3. Meeting held on-09.12.2015
  4. Your Offer vide No: RECPDCL/TECH/BD/2015-16/2721 Dt. 18.12.2015
  5. DPL's letter to RECPDCL vide U.O. No: DPL/COM/IPDS/164 dated 22.01.2016
  6. Your Offer vide No: RECPDCL/TECH/BD/2015-16/3179 Dt. 05.02.2016
  7. Your e-mail vide No-RECPDCL/Tech/BD/2015-2016/3534 Dt-02.03.2016
  8. Your e- mail vide No- RECPDCL/Tech/BD/2015-2016/3564 Dt-04.03.2016
  9. Your Letter No.-RECPDCL/TECH/BD/2015-16/3892 Dtd. 31.03.2016

Dear Sir,

With reference to the above, The Durgapur Project Limited (**DPL**) is pleased to place this Letter of Award (**LOA**) with you for providing Project Management Agency (**PMA**) Services for Integrated Power Development Scheme (**IPDS**) under DPL command area in Durgapur Town (Dist-Burdwan, West Bengal) at the price, scope and terms and conditions, stipulated hereunder.

## **1. BACK GROUND:**

Govt. of India launched Integrated Power Development Scheme (IPDS). The broad scope of work, under IPDS scheme is:

- i) Strengthening and augmentation of sub-transmission & distribution (ST&D) infrastructures in urban areas.
- ii) Metering of distribution transformers, feeders and consumers end in urban areas
- iii) Completion of optical fiber missing links under establishment of National Optical Fiber Network (NOFN)
- iv) Establishment of National Power Data Hub at CEA

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- v) Training and capacity building
- vi) Provisioning of Solar Panels on Govt. Building including net metering.

## **2. SCOPE OF WORK:**

Basic objective of this LOA offer is to ensure all sorts of assistances from PMA to DPL, in all areas (Technical, Administrative, Financial, Liaison, monitoring etc) linked to Power Finance Corporation Ltd. (PFCL) funded IPDS project, so that the project is successfully implemented observing all guiding principles of PFCL and in close co-ordination with West Bengal State Electricity Distribution Limited (WBSEDCL).

As per directive of Deptt of Power and NES Govt. of West Bengal, WBSEDCL has been requested to undertake the entire IPDS Project in Burdwan District including licensing area of DPL, maintaining separate accounts for IPDS in Burdwan District in respect to DPL and WBSEDCL to ensure project wise account compilation and submission to PFCL. Teething details of co ordination methodology between DPL and WBSEDCL will be finalized soon. For execution of job as detailed in this LOA, RECPDCL shall have to work as per adopted co ordination methodology between DPL and WBSEDCL (Which will be communicated to RECPDCL from time to time), to comply the directives of Deptt of Power & NES, Govt. of West Bengal, as mentioned above. Therefore RECPDCL will have to maintain close co-ordination with the concerned Project cell of WBSEDCL.

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

### **2.1 Preparation of Re-Casted Detailed Project Reports (DPRs) for IPDS**

- i) Preparation of Re- Casted Detailed Project Reports (DPRs) based on detailed field survey (GPS) and latest approved schedule of rates for various items of work. DPRs will be prepared considering guidelines forwarded by the nodal agency time to time & all relevant parameters such as overall project cost with permissible variations, 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, to ensure Re-Casted DPR by PFCL.
- ii) As DPL licensing area is adjacent with WBSEDCL in Burdwan District and as the work is going to be taken up in hand holding mode with WBSEDCL, PMA is required to ensure that all project related activities are made in close contact with WBSEDCL, so as to ensure uniformity between both the utilities, in all spheres of the activities during implementation of the project.

### **2.2 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 below and same will be guided in future by the scope of PMA as defined in the Guidelines to be issued by MoP, GoI subsequently.

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

- i) Assist DPL in preparation of tender documents along with Technical Specification, Drawing, BOQ Work schedule etc. for appointment of turnkey contractor. All such documents are to be prepared as per

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guidelines given by the Department of Power, Government of West Bengal and WBSEDCL so that the project is implemented smoothly.

ii) Assist DPL in bidding process (including pre bid meetings etc) and Techno-Commercial & Financial evaluation of bids with recommendation.

iii) Assist DPL for placement of Letter of Award to vendors and related activities.

### **2.2.2 Project Planning and Implementation :**

i) Assisting DPL in preparation of detailed project/work implementation schedule (PERT) in association with turnkey contractor.

ii) Assisting in checking the Bar-chart for execution of the work, on verifying the survey report submitted by the turnkey contractor.

iii) Planning, monitoring and controlling the project in most cost effective and economic manner, ensure quality workmanship, ensure safety & security and follow up with the turnkey contractor for implementation of the project within target cost estimate and time schedule.

iv) Co-ordination with DPL to assist in obtaining statutory clearance and resolving Right of Way (**ROW**) issue during implementation of the project.

v) Day to day supervision, coordination & monitoring of project implementation activities.

vi) To monitor receipts, issues and reconciliation of materials by the contractor.

vii) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with DPL & Contractor.

viii) Verification of materials as per invoices raised by the contractors.

ix) Supervision of flow of funds in dedicated bank account of projects to verify creation of assets from asset register of the DPL.

x) Assist DPL for receiving matching grant component from MoP, GoI time to time against the schemes.

### **2.2.3 Quality Monitoring :**

Quality monitoring should be in conformity with PFCL guidelines

i) To prepare a quality Assurance (QA) Plan with the approval of the DPL.

ii) Field quality inspection of ongoing/completed works

iii) Identification of the defects, if any, and get them corrected by the turnkey contractor during execution.

iv) Joint inspection (along with representative of DPL & WBSEDCL) of material at site on sample basis i.e. 10% of major materials (Poles, conductor, Meters, Transformers, and Cable).

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**2.2.4 MIS & Web Portal updation:**

- i) Preparation of monthly & quarterly progress report for execution of work
- ii) Assisting DPL for timely updation of information on Web portal.
- iii) Periodic reporting to the Nodal Agency & controlling officers of DPL, IPDS project.

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

**2.2.6 Project Closure & other related activities**

- i) Recording and submission of as-built vendor data.
- ii) Providing an operation & maintenance Manuals in consultation with the turnkey contractor to be followed after completion of work.
- iii) Assisting in keeping records for unforeseen circumstances during execution.
- iv) Preparation of reconciliation statement and closure report.
- v) Assisting taking over of the executed works.
- vi) Issues not covered on the clauses mentioned in this LOA, shall be dealt in accordance with the National level guidelines / benchmarks on IPDS projects.
- vii) Any other job not specifically mentioned herein but are required for timely completion of the project work (as per approved specification) in totality are deemed to be included in the scope of your PMA assignment.

**3. TIME SCHEDULE OF THE PROJECT:**

Total duration of the assignment would be 31 (thirty one) calendar months from date of signing of agreement in accordance with guideline by PFCL for IPDS Project which includes:

Sl No	Description	Time schedule
1.	Award of contracts	3(Three) months
2.	Project monitoring as Project Management Agency(PMA) including Preparation of Re-Casted DPR after GPS Survey	24(Twenty Four) months
3.	Project closure and other allied works	4(Four) months

**4. FINANCIAL IMPLICATION:****4.1 Contract Fee:**

The contract fee for preparation of Re-casted DPR with GPS survey and other specified works for the assignment shall be @1.35% 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 of subsequent revision of project cost in course of implementation.

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**4.2 Payment Terms :**

Payment of contract Fees will be in the following manner-

- a) 10% (Ten percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate on award of assignment as Interest free mobilization advance.
- b) 5% (Five percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate shall be released on finalization of tender documents and issuance of NITs .
- c) 5% (Five percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate shall be released on Finalization and Award of contract.
- d) 75% (Seventy five percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate shall be paid in Fixed Monthly Installment [1/31 of 75 % of Contract Fee] shall be released on Monthly Basis after award of contract on Turnkey Agency. However you should ensure pro-rated matching progress of the Project for such claims.
- e) 3 % (Three percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate shall be released on Physical Completion of the Project.
- f) Balance 2% (Two percent) of the Contract Fee on Total Project Cost as per Approved DPR along with Service Tax at the applicable rate shall be released on Final Closure of Contracts.

Bill(s) in triplicate as per payment schedule is to be submitted to the Controlling Officers (along with physical & financial progress reports), who will forward the bill (s) to the paying authority through Sri P Roy, (GM, Corp-Tech I/C)) and Nodal Officer, IPDS, after due authentication and certification for effecting payment. Necessary statutory deduction, as applicable, is 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 DPL and RECPDCL.

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**5. DROP DEAD FEES :**

If due to any reason or decision of DPL/the Govt./Regulator, the assignment is dropped or consultant is directed to discontinue work, the "Drop Dead Fee" would be payable to you. The amount would be claims already raised to DPL 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 DPL and you.

**6. EXTENSION OF PERIOD OF ASSIGNMENT:**

Extension 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(s) not attributable to you, DPL may consider for payment of contract fees on mutually agreed terms.

**7. OFFICE/ESTABLISHMENT :**

You have to open office/establishment in Durgapur for smooth implementation of the project with requisite matching qualified manpower. Details of man power (tech/non tech) deployment are to be intimated to the Nodal, concerned Controlling & Site Officers of DPL. You will be responsible for such manpower deployment at your own cost & risk. Space for office accommodation, if available, may be arranged if available by DPL, on request, subject to realization of all applicable charges as per DPL practice NODAL OFFICER

**8. NODAL OFFICER :** - Sri P Roy, (GM Corp-Tech I/C) is the Nodal Officer of this scheme.

**9. CONTROLLING OFFICERS :**

Sr. Manager/ETD is the controlling officer of this IPDS Project, who will nominate the Site Officers in due course during Project Implementation period

**10. PAYING AUTHORITY :**

Senior Manager (F&A), Payment Section, will be the paying officer of the work under IPDS scheme.

**11. CONTRACT AGREEMENT:**

You will have to execute a contract agreement in appropriate Non -Judicial Stamp Paper as per prescribed format with DPL within 7(Seven) days from the date of placement of Letter of Award (LOA).

**12. OTHER SCOPES/ TERMS AND CONDITIONS:**

- i) You have to prepare Re-casted Detailed Project Report based on GPS survey carried out at field and with the information collected from the controlling/site Officers of DPL of DPL command area till entire satisfaction of DPL. Interaction required for the purpose should normally be made with the Nodal/Controlling Officer of DPL.
- ii) The information/documents received from the DPL for this purpose should not be shared/used to any other persons or any other reason except for implementation of the project.
- iii) You have to attend the meetings, discussions organized by DPL/Govt. dept along with updated reports/presentations or to arrange meeting, as and when required, during implementation of the project.

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iv) Three sets of re-casted DPRs including base documents shall be submitted before invitation of tender after acceptance of Letter of Award (LOA) to the respective controlling Officer for scrutiny & acceptance. Six copies of final re-casted DPR after incorporating all the necessary changes suggested by DPL, are to be submitted to the DPL in Soft Copy as well as in Hard Copy.

v) Twelve sets of bid documents including Technical Specification, Drawings, BOQ and Work Schedule etc are to be submitted to Nodal Officer (IPDS) for appraisal within one month from the date of issuance of work order.

vi) You have to submit Weekly/monthly/Quarterly report progress to the Nodal Officer/Controlling Officer.

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

Any dispute(s) or difference(s) arising out of in connection with contract shall to all extent possible, be settled amicably through mutual discussion at appropriate level of DPL and your good offices. The law applicable to the contract shall be the law in force in India. The Courts of Durgapur shall have exclusive jurisdiction in all matters arising out under the 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 DPL. In any such case, you shall notify DPL 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 personnel 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 works 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 fifteen (15) prior notices by DPL.

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The Durgapur Projects Limited

**17. FORCE MAJEURE:**

You shall not be considered in default if delay in completion of works and services occurs due causes beyond his control such as Acts of God, natural calamities, civil wars, strikes (other than contractors employees strike), fire, floods, riots and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as cause of force majeure. A notification to this effect duly certified by statutory authorities shall be given by you to DPL within 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. CORRESPONDENCE:**

Nodal Officer, IPDS  
The General Manager (Corp-Tech) I/C  
THE DURGAPUR PROJECTS LIMITED  
Administrative Building, Dr. B. C. Roy Avenue  
Durgapur – 713 201, Dist – Burdwan, West Bengal  
Mobile -9434706349  
e.mail - [royparp@gmail.com](mailto:royparp@gmail.com)

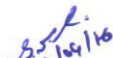
Controlling Officer  
Sr. Manager (ETD)  
THE DURGAPUR PROJECTS LIMITED  
Durgapur - 713 202, Dist – Burdwan, West Bengal  
Mobile - 9434713079  
e-mail - [sr.mngr.etd.dpl@gmail.com](mailto:sr.mngr.etd.dpl@gmail.com)

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

Yours faithfully

  
(P. ROY)

General Manager (Corp-Tech), I/C  
&  
Nodal Officer IPDS

  
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