



Office of the Chief Engineer (Distribution)
Distribution Head Quarter

Vidyut Bhawan, 1st Floor, 'D' Block
Block - DJ, Sector - II
Bidhannagar, Kolkata - 700 091

Tele-phone No: 2359 1905,
Tele-fax No: 2359 7956
e-mail: cedwbsedcl@gmail.com

Memo No: CED/DDUGJY-IPDS /LOA/

Dated: .02.2015

To

The Addl. Chief Executive Officer,
REC Power Distribution Company Limited,
Regd. Office-Core-4
Scope Complex, 7 Lodhi Road
New Delhi-110003

Received No. 21536

Date 21.2.15

Dist. Project No. 21536

Bidyut Bhawan, Kolkata

Sub: Letter of Award for providing assistance for preparation of DPR and Project Management Agency (PMA) services for Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS) under WBSEDCL in nine nos. district of West Bengal.

- Ref: i) Your offer Vide no: RECPDCL/TECH/BD/2014-15/1787, Dt.05.01.2015 against enquiry vide no: Dir./Dist./DDUGJY/188, Dt 05.01.2015 of the Director (Dist), WBSEDCL.
ii) Meeting held on 09.01.2015.
iii) Your letter vide no: RECPDCL/TECH/BD/2014-15/2032, Dt. 19.01.2015
iv) Your e-mail dated 21.01.2015.

Dear Sir,

With reference to the above, West Bengal State Electricity Distribution Company Limited (WBSEDCL) are pleased to place this Letter of Award with you for the providing assistance for preparation of DPR and Project management consultancy services for Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS) under WBSEDCL in nine nos. district i.e. Nadia, Murshidabad, Malda, Birbhum, Burdwan, Hooghly, West Midnapur, 24 PGS(South), Bidhannagar (Part of 24 Pgs(North) of West Bengal at the price and terms and conditions, stipulated hereunder

1. BACK GROUND:

Govt. of India launched Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) and Integrated Power Development Scheme (IPDS). The broad scope of work under DDUGJY & IPDS scheme are:

(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 dt. 01.08.2013 for completion of the target laid down under RGGVY for 12th & 13th 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 (ii) Metering of distribution transformers, feeders and consumers end in urban areas (iii) IT enablement of distribution net work strengthening under RAPDRP components as per on-going RAPDRP scheme (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 (vii) Provisioning of Solar Panels on Govt. Building including net metering.

2. SCOPE OF WORK :

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

2.1 Preparation of Need Assessment Document (NAD) for DDUGJY & IPDS.

Need Assessment document may be prepared on the available data based on existing electrical net work and as per requirement of the respective district for implementation of both the schemes.

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 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 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 substituted by the scope of PMA as defined in the Guidelines to be issued by MoP, GoI:

2.3.1 Monitoring and coordination of bidding process :

- i. Assist WBSEDCL in preparation of tender documents along with Technical Specification, Drawing, BOQ, Work schedule etc. for appointment of turnkey contractor.
- ii. Assist WBSEDCL in bidding process (including pre bid meetings etc) and Techno- Commercial & Financial evaluation of bids.
- iii. Assist the WBSEDCL for placement of Letter of Award and related activities

2.3.2 Project Planning and Implementation :

- i. Assisting WBSEDCL in preparation of detailed project/work implementation schedule (PERT) in association with turnkey contractor.
- ii. Assisting in checking the Bar-Chat 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 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 WBSEDCL to assist in obtaining statutory clearance and resolving ROW issue during implementation of the project.
- 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 WBSEDCL & 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 WBSEDCL
- x. Assist WBSEDCL for receiving matching grant component from MoP, GoI time to time against the schemes.

2.3.3 Quality Monitoring :

- i. To prepare a Quality Assurance (QA) Plan with the approval of the WBSEDCL
- 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 WBSEDCL) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable)

2.3.4 MIS & Web Portal updation :

- i. Preparation of Monthly & quarterly progress report for execution of work
- ii. Assisting WBSEDCL for timely updation of information on Web portal.
- iii. Periodic reporting to the Project Management Authority & controlling officers of WBSEDCL

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

2.3.6 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 record for unforeseen circumstances during execution.
- iv. Preparation of reconciliation statement and 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 months from date of signing of agreement which includes:

Sl. No.	Description	Time Schedule
1.	Preparation of NAD	1 (One) month
2.	Preparation of DPR	4 (Four) months
3.	Award of contracts	3 (Three) months
4.	Project monitoring as Project Management Agency (PMA)	24 (Twenty four) months
5.	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 Mobilisation Advance :

10% (Ten percent) of the Contract Fee based on District wise Sanctioned project cost on award of assignment as Interest free Mobilisation Advance, on certification by the Chief Engineer (Distribution) for DDUGJY and by the Chief Engineer (Dist. Projects) for IPDS. Balance amount on account of difference in total project cost of approved DPR from tentative project cost of DPR shall be payable at stage (b) of payment terms.

4.3 Payment Terms :

Payment of Contract Fees will be in the following manner-

- 20% (twenty percent) of the estimated Contract Fee with full adjustment of Mobilisation Advance shall be released on submission of draft DPRs (pro rata linked with the no. of Districts for which DPRs are submitted). Balance amount on account of difference in total Project Cost as per approved DPR from Sanctioned project cost shall be payable at stage (b), after adjustment of balance amount of Mobilisation Advance based on District wise approved project cost.
- 5% (Five percent) of the Contract Fee (on approved District wise Project Cost as per approved DPR) shall be released on approval of DPRs from Monitoring Committee (pro rata linked with the no. of Districts for which DPRs are approved) plus / minus the balance amount as referred above at stage (a) and "Mobilisation Advance" clause shall be released.
- 5% (Five percent) of the Contract Fee (on total Project Cost as per approved DPR) shall be released on Finalization of tender documents and issuance of NITs.
- 5% (Five percent) of the Contract Fee (on total Project Cost as per approved DPR) shall be released on Finalization and Award of Contract.



- e) 60% (Sixty percent) of the Contract Fee shall be paid in two component :
- i. Fixed monthly payment @1/24 of 30% of Contract Fee (on total Project Cost as per approved DPR) shall be released on monthly basis after award of contract on turnkey agency.
 - ii. Balance 30% of the Contract Fee (total Project Cost as per approved DPR) shall be released pro rata linked with the disbursements for the Project (for every 10% disbursement 3% of consultancy fee).
- f) 3% (Three percent) of the Contract Fee (on total Project Cost as per approved DPR) shall be released on physical completion of the project.
- g) Balance 2% (Two percent) of the Contract Fee (on total Project Cost as per approved DPR) shall be released on Final closure of the contracts.

Bill(s) in triplicate as per payment schedule is to be submitted to the respective Controlling Officers, who will forward the bill(s) to the Paying Authority through the Chief Engineer (Distribution) for DDUGJY and through the Chief Engineer (Dist. Projects) for 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 WBSSEDCL and you.

5. DROP DEAD FEES:

If due to any reason or decision of the WBSSEDCL / 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 WBSSEDCL 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 WBSSEDCL and you.

6. EXTENSION OF PERIOD OF ASSIGNMENT:

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

7. OFFICE / ESTABLISHMENT :

You have to open office/ establishment in Kolkata as well as in the Districts 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 Controlling & Site Officers of WBSSEDCL. You will be responsible for such manpower deployment at your own cost & risk.

8. NODAL OFFICER :

Sri. B. Sen, Addl. Chief Engineer, Distribution Head Quarters, WBSSEDCL will be the Nodal Officer for both the schemes.

**9. CONTROLLING OFFICERS:**

Regional Manager, WBSEDCL of the respective Districts will be the Controlling Officer of this work, who will nominate the Site Officers in due course during Project implementation period.

10. PAYING AUTHORITY :

Addl. General Manager (F&A), Distribution Head Quarters, WBSEDCL will be the Paying Officer of the work for both the schemes.

11. CONTRACT AGREEMENT:

You will have to execute a contract agreement in appropriate Non -Judicial Stamp Paper as per prescribed format with WBSEDCL 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 Controlling/ Site Officers of WBSEDCL of respective Districts till entire satisfaction of WBSEDCL. Interaction required for the purpose should normally be made with the Nodal/ Controlling Officer of WBSEDCL.
- ii. The information/ documents received from the WBSEDCL 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 organised by WBSEDCL/ 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 controlling officer for scrutiny & acceptance. Six copies of District wise final DPR are to be submitted to the WBSEDCL within the time schedule as per clause no. 3 towards submission to the competent authority for approval.
- v. Twelve sets of bid documents including Technical Specification, Drawings, BOQ, and Work Schedule etc. are to be submitted to Controlling Officer/ Nodal Officer within one month from the date of approval of final DPR towards invitation of tenders.
- vi. You have to submit Weekly/ Monthly/ Quarterly report progress report to the Nodal/ Controlling Officer.

13. SETTLEMENT OF DISPUTE AND LEGAL JURISDICTION.

Any dispute(s) or difference(s) arising out of in connection with this contract shall to all extent possible, be settled amicable through mutual discussion at appropriate level of WBSEDCL and your good offices. The law applicable to the contract shall be the law in force in India. The Courts of Kolkata shall have exclusive jurisdiction in 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 WBSEDCL. In any such case, you shall notify WBSEDCL 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 Awards shall be terminated on serving of 15 (fifteen) days prior notice by WBSSEDCL.

17. FORCE MAJEURE:

You shall not be considered in default if delay in completion of Works and services occurs due to causes beyond his control such as acts 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 to WBSSEDCL 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. CORRESPONDENCE:

All correspondences are to be made at the following Address:

For DDUGJY :	For IPDS :
The Chief Engineer (Distribution) Vidyut Bhavan, 1 st Floor, 'D' block Bidhannagar, Block :DJ, Sec-II Kolkata-700091. e-mail : cedwbsedcl@gmail.com	The Chief Engineer (Distribution Projects) Vidyut Bhavan, 2 nd Floor, 'B' block Bidhannagar, Block :DJ, Sec-II Kolkata-700091. e-mail : cedistproject@gmail.com

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).

Yours faithfully,

(P.K. De)
Chief Engineer (Distribution)



Memo No: CED/DDUGJY-IPDS/LOA/ 92/1(40)

Dated: 19.02.2015

Copy forwarded for information & necessary action pl. to :-

- 1) The Director(HR), WBSEDCL
- 2) The Director (Distribution), WBSEDCL
- 3) The Director (Finance), WBSEDCL.
- 4) The Executive Director(Projects), WBSEDCL.
- 5) The Chief Engineer, Dist. Projects/ R.E/ P&E-Dist./ P&C/ DTD/ PTR/ IT&C , WBSEDCL
- 6) The General Manager (F&A), WBSEDCL
- 7) The Addl. Chief Engineer, DHQ, WBSEDCL & Nodal Officer for DDUGJY & IPDS
- 8) The AGM(F&A), DHQ, WBSEDCL
- 9) The Zonal Manager, Kolkata/ Burdwan/ Berhampur/ Midnapur/ Siliguri (D) Zone, WBSEDCL
- 10) The Regional Manager, 24-Prgns(S)/ 24-Prgns(N)/Bidhannagar/ Howrah/ Hooghly/Burdwan/
Birbhum/Bankura/ Purulia/Tamluk/Midnapur/Nadia/Murshidabad/ Malda/ Raiganj/Darjeeling/
Jalpaiguri/ Coochbehar, WBSEDCL.
- 11) P.S to C.M.D, WBSEDCL

----- This has reference to the approval of the Board of Directors, WBSEDCL in its 53rd meeting held on 27.01.2015 vide item no. 32.

----- This has reference to the approval of Finance Department, Govt. of W.B vide memo no. Group T/2014-15/1025, dt. 04.02.2015 of the Jt. Secretary, Finance Deptt. Gr-T.

18.2.2015
Chief Engineer (Distribution)