

GULBARGA ELECTRICITY SUPPLY COMPANY LIMITED

Phone No : (08472) 256881
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Corporate Office
GESCOM, Gulbarga.

No. GESCOM / CEE(CP)/SEE(Projects)EEE(DDUGJY)/DWA/INDENT-753/2017-18 /

Date **9 NOV 2017**

**"DETAILED WORK AWARD"
(PART A: SUPPLY PORTION)**

39846-59

To,
M/s. NCC Limited,
Electrical Division,
NCC House, Survey No. 64,
Madhapur,
Hyderabad - 500081.

Register Post with Ack Due

Sir,

Sub Rural Electrification works under Deena Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in the jurisdiction of GESCOM on Total Turnkey Basis-Reg.

- Ref:**
- 1 Bid enquiry No: GESCOM / CEE (CP)/EEE(DDUGJY)/2016-17/ GLB 10 dated 13.04.2017.
 - 2 Technical Bid opened on 15.05.2017.
 - 3 Tender Scrutiny Committee Meeting held on 23.05.2017.
 - 4 Price Bid opened on 31.05.2017.
 - 5 Negotiation meeting held on 09.06.2017.
 - 6 Proceedings of 72nd CPC Meeting of GESCOM held on 09.06.2017
 - 7 Minutes of the 65th Board of Directors meeting of GESCOM held on 29.06.2017 at Kalaburagi.
 - 8 Letter of Intent(LOI) issued vide Letter No: GESCOM/CEE(CP)/EEE(NJ)/17-18/17834-46 dated 15.07.2017.
 - 9 Your Acceptance Ltr No NCCL/GESCOM/Gulbarga/LOI/01/17-18 dated 20.07.2017
 - 10 The firm has submitted the Bank Guarantec for Rs. 10,45,20,403.00 (Rupees Ten Crores Forty Five Lakhs Twenty Thousand Four Hundred and Three only) - towards 10% of the contract value vide BG No. 003071117000021 Dated 19.08.2017 from Indian Overseas Bank, Hyderabad and is valid up to Dated: 18.05.2020
 - 11 Pert Chart Submitted by firm on 18.08.2017
 - 12 Contract agreement executed on 17.10.2017
 - 13 Approved by Managing Director, GESCOM on 02.11.2017

Please find herewith enclosed the Letter of Award (LOA)/Detailed Work Award (DWA) No: GESCOM/CEE(CP)/SEE (Projects)/EEE(DDUGJY)/DWA/INDENT-753/2017-18/ Dated: in triplicate - **Supply Portion** - For

Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Deena Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State Under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) on Total Turnkey basis.


The Bid document and all amendments issued thereof pertaining to subject tender enquiry forms part of the Letter of Award (LOA)/Detailed Work Award (DWA).

All materials supplied against the subject tender shall be transacted through the respective GESCOM divisional store for accountability as per GESCOM norms defined for implementation of works on Total Turnkey basis for processing payments.

As per the Gazette notification by Ministry of Heavy Industries and Public Enterprises, Government of India, New Delhi "Electrical Transformers (Quality Control) Order 2015" dated 07.05.2015, all Distribution Transformers must have standard Mark issued by Bureau of Indian Standards" and Standard rating Distribution Transformers of Energy Efficiency level-2 & above as specified in IS 1180 (Part-I):2014 as latest amended. Before placing the order for transformers procurement, the bidder shall ensure the manufacturer possess the license issued by Bureau for using standard mark.

This Letter of Award (LOA)/Detailed Work Award (DWA) may please be acknowledged and returned duly affixing your signature and seal of your firm on all pages within 7 days. Please quote the Letter of Award (LOA)/Detailed Work Award (DWA) and date in all your future correspondence to this office.

Yours faithfully


Chief Engineer Electy., 8/11/2012
Corporate Planning,
GESCOM.Gulbarga.

Copy to:

- 1) The Chief Financial Officer, GESCOM, Kalaburagi.
- 2) The Chief Engineer Electy, O &M, Zone, GESCOM, Kalaburagi.
- 3) The Financial Advisor (Internal Audit), GESCOM, Kalaburagi.
- 4) The Superintending Engineer (El), (Projects), Corporate office, GESCOM.
- 5) The Superintending Engineer (El), O&M Circle, GESCOM, Kalaburagi.
- 6) The Executive Engineers (El), O&M Division, GESCOM, Gulbarga Division-I/ Division-II/Sedam.
- 7) The Executive Engineer (El), TA & QC, Corporate Office, GESCOM, Kalaburagi.
- 8) Sr.PS to MD/DT, GESCOM with a request to place it before Hon'ble Managing Director/D(Technical) for kind information.
- 9) The Nodal Officer DDUGJY- REC Power Distribution Company Ltd., No. 1/5, Ulsore Road, Bangalore - 560 042 for kind information
- 10) OC/MF.

GULBARGA ELECTRICITY SUPPLY COMPANY LIMITED

Phone No : (08472) 256881
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Corporate Office
GESCOM, Gulbarga.

No. GESCOM/CEE(CP)/SEE(Projects)/EEE(DDUGJY)/DWA/INDENT-753/2017-18/

Date:

Letter of Award (LOA)/Detailed Work Award (DWA) No.: GESCOM/CEE(CP)/SEE(Projects)/EEE(DDUGJY)/DWA/INDENT-753/2017-18/ Dated: for Supply portion for Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Decna Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State on Total Turnkey basis.

1. **Description of the Work:** This project envisages Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Decna Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State as per trajectory finalized by MOP.

2. **Cost of the Detailed Work Award: (Supply Portion)**

Rs. 104,52,04,035.00 (Rupees One Hundred and Four Crores Fifty Two Lakhs Four Thousand Thirty Five Only). Item wise price sheet is enclosed as Annexure-A.

3. **Bank Guarantee:**

An unconditional & irrevocable Bank Guarantee for **Rs. 10,45,20,403.00 (Rupees Ten Crores Forty Five Lakhs Twenty Thousand Four Hundred and Three only)** - towards 10% of the contract value vide BG No. 003071117000021 Dated 19.08.2017 from Indian Overseas Bank, Hyderabad and is valid up to Dated: 18.05.2020 against **Supply portion** towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.0, Section ITB and as per proforma attached with Section VI, Sample Forms and Procedures of the Bidding Documents.

The Bank Guarantee is valid up to ninety (90) days after expiry of the Warranty Period i.e., **33 Months from the date of Letter of Intent**. The Bank Guarantee shall be extended from time to time till the actual date of successful completion of testing & commissioning of project and its taking over by the Employer.

4. **Period of Completion:**

The period of completion is **18 (Eighteen) Months** from the date of issue of LOI.

The works shall be carried out as follows,

As per Appendix-4 of Volume-I, Section-VI, Sample Forms & Procedures of Bidding Documents

- 25% work shall be completed within 6 months (This period shall also include conducting check survey, procurement of materials and collection of all required data necessary for execution & completion of project).
- 25% balance works shall be completed in next 4 months,
- 25% balance works shall be completed in next 4 months and
- Final 25% balance works shall be completed in next 4 months,

However, early completion of work is preferred.

5. Completeness:

All the necessary equipment and materials that are required for the works even though they have not been mentioned in the specifications but are necessary for successful operation of the subject works are deemed to be included in the specifications and contractor shall supply these non DWA materials at awarded percentage excess over common SR 2016-17.

Distribution Transformers, Conductors & AB Cables rates are as per Committee B report constituted by MoP.

All hardware items shall be galvanized as per IS standards.

As per the MoP guidelines sign boards to be installed at the prominent locations of each village where projects are being implemented and also ensure engraving / embossing the word "DDUGJY" on major materials to be procured under the scheme.

- 6. Engraving/Embossing of word "DDUGJY":** Engraving of word "DDUGJY" on materials viz. poles, Transformers (all types), Cables, Energy meters etc. procured for the scheme is a mandatory requirement as depicted in Standard Bidding Document.
- 7. Sign Board/ Bill Boards:** As per the MoP guidelines signboards to be installed at the prominent locations of each village where projects are being implemented and also ensure engraving / embossing the word "DDUGJY" on major materials to be procured under the scheme.
- 8. Scope of works:**

The detailed scope of work under the contract has been defined in the Tender documents Vol.-I, Section VII Scope of works, and the work shall be executed as per the Award.

8.1 -Electrical Inspector inspection:

In pursuance to the clause 20B of Section -IV, Vol-I of GCC,

After successful completion of the work, approval shall be obtained from State electrical inspectorate duly remitting the necessary fee towards inspection charges by the contractor. However, such fee paid by contractor shall be reimbursed on actual basis on documentary evidence.

Defects / in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication to Employer.

8.2 Bureau of Indian Standards license for transformer manufacturer: As per the Gazette notification by Ministry of Heavy Industries and Public Enterprises, Government of India, New Delhi "Electrical Transformers (Quality Control) Order 2015" dated 07.05.2015, all Distribution Transformers must have standard Mark issued by Bureau of Indian Standards". Before placing the order for transformers procurement, the bidder shall ensure the manufacturer possess the license issued by Bureau for using standard mark.

9. Prices:

Prices for Ex-works price component for all other equipment/items except ACSR conductor, Distribution transformers and Cables are FIRM.

Price adjustment shall be applicable for ACSR conductor, Distribution transformers, Switch gears and Cables as per Appendix - 2 of Price Adjustment under Volume-I, Section-VI of Sample forms and procedures of Bidding Documents.

No price adjustment shall be applicable on the portion of the Contract Price payable to the Contractor as advance payment.

Base date for the purpose of price adjustment of this bid is 30 days prior to 15.05.2017 i.e date of bid opening.

For the purpose of price adjustment for Ex-works price component, the date of shipment for goods shall mean the scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of dispatch, governed by the approved Bar Chart.

10. Taxes and Duties:

The amount of award is inclusive of all Taxes and duties, levies, freight and Insurance, Loading & un-loading charges and statutory variation of Taxes/Duties /Levies will be as per Clause 10.00 of GCC, Section-IV, Vol-I of Tender Documents.

11. All materials supplied should be attested with E - Suguma Voucher.

12. Pre-dispatch inspection:

Pre-dispatch inspection shall be performed on various materials at manufacturer's work place for which contractor shall be required to raise requisition giving at least 10-day time. Depending on requirement, inspection shall be witnessed by representatives of Employer, TPIA and/or REC/PFC/MoP.

The contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction, the dispatch

instruction shall stand cancelled. In the event of delay in receipt of materials beyond 21 days due to reasons not attributed to turnkey contractor/supplier, suitable time extension may be permitted by the Employer. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from turnkey contractor.

The turnkey contractor shall ensure that pre-dispatch inspection for materials are intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs.50,000/- shall be recovered from the bills of the agency and re-inspection shall be carried out on expense of contractor. 2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc) offered for inspection and are noticed during the inspection, materials shall be rejected and approval of sub-vendor shall also be cancelled for all DDUGJY/DDUGJY projects.

13. Payment:

Payment for supply portion of contract shall be governed as per Appendix-1 "Terms and Procedures of Payment" of Volume I Section VI 'Sample forms & procedures' of bid documents.

Advance payment (Optional): Pursuant to Section-VI of Vol.-I of sample forms and procedures, initial interest bearing adjustable Mobilization Advance of 15% of ex-works contract cost excluding taxes and duties shall be released for all the materials in two tranches of 7.5% each, First installment of 7.5% of ex-works price component shall be released on presentation of the following:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. Contractor's detailed invoice.
- c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (as many number as proposed recovery installments and should be of 110% amount of each installment) in favor of employer with total amounting to 110% of total advance amount as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said Bank Guarantees shall be initially valid upto end of ninety (90) days after the scheduled month of supply of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract.

- d. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. Detailed PERT Network/Bar chart and its approval by the Employer.

The bidder must utilize first advance installment of 7.5% of ex-works supply component before requesting for second advance installment. Second installment of 7.5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate of first advance installment.

The interest rate on advance payment shall be SBI's Base rate on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment.

Progressive payments (Supply):

First Instalment (60%): Sixty percent (60%) payments against various items of price Annexure-A including 100% Excise Duty, Taxes etc. shall be paid on receipt and acceptance of Materials on submission of documents indicated in SBD.

- a) 60% of proportionate Mobilization Advance against Supply shall be adjusted while making payments of this installment. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per supply and erection contracts' works completion schedule respectively.

Second Instalment (30%): Thirty percent (30%) payments against various items of price Annexure-A shall be paid on submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings & other conditions specified in SBD.

While releasing 2nd installment of 30% supply payment following adjustment shall be made:

- a. Balance initial mobilization advance shall be adjusted. Also, up-to-date accrued interest shall also be recovered.
- b. In case of delay of project, the entire mobilization advance shall get recovered at this stage.

Third and Final Instalment (10%): The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Taking over Certificate by the Employer.

All materials supplied against the subject tender shall transact through the respective GESCOM divisional store for accountability as per GESCOM norms defined for implementation of works on Total Turnkey basis for processing payments.

Bills in respect of supply of materials shall be submitted to the EE (Ele), O&M Divisions of Gulbarga Division-I/Division-II and Sedam for arranging payments.

14. Guarantees & Liabilities:

Guarantees & Liabilities for completion of work (including penalty clause) is as per Clause- 21 to 26 (including sub clauses) of GCC, Section-IV, Vol-I of Bid Documents.

15. Defect Liability:

In Pursuant to clause 22 of GCC, Section-IV, Vol-I of Bid Documents, the Defect Liability Period shall be twelve(12) months from the date of Taking Over /Completion of Facilities (or any part thereof).

If during the Defect Liability Period any defect being found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying for rectifying the defects, for repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect at contractors own cost.

16. Handing over of assets:

On completion of erection and testing of a section of line, DTR substation, power substation, contracting agency shall submit digital photographs in soft copies of each and every support structures along-with submission of completion report in support of their claim for energization and handing over of assets. Project Manager within a week time, shall review the photographs for acceptance of quality of works and shall immediately deploy officials for joint measurement and inspection of executed works for energisation. In parallel, a requisition to State Electrical Inspectorate shall also be submitted by Project Manager. Fee/Charges for inspection by electrical inspector shall be paid by Project Manager.

17. Quantity Variation:

The quantity of all equipment/materials given in the Price Schedules of the bidding documents are provisional. The variation in quantity shall be limited to plus/minus (+/-) twenty percent (20%) for the individual items, total variations in all items under the contract shall be limited to ten percent (10%) of the contract price. For quantity variation of the individual items beyond

twenty percent (20%), the matter shall be referred to the Employer for mutually agreed rates.

18. Liquidated Damages:

Liquidated damages for delay in completion of work shall be applicable as per Clause 21.2 of GCC, Section-IV, Vol-I of Bid Documents.

If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).

19. Insurance:

The provision of insurance under the contract shall be as per Clause No. 30 of GCC Section-IV, and appendix-3 Vol-1 of insurance requirement of sample form and procedure section-VI of SBD.

- 20.1 All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor at his own cost from time of dispatch from the Contractor's/Sub-vendor's works, up to the completion of supply, testing & commissioning at site and taking over of the transmission line etc. by GESCOM in accordance with the Contract.
- 20.2 Further, all the equipment and materials, if any, being supplied by GESCOM for the supply, testing & commissioning (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of commencement of unloading up to the time of taking over by GESCOM including handling, transportation, storage, supply, testing and commissioning etc.
- 20.3 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company for all equipment/materials in case of any damage, loss, theft, pilferage or fire during execution of contract and GESCOM shall be kept informed about it. The Contractor shall be responsible for replacement of the lost/damaged materials promptly irrespective of the settlement of the claims by the under writers and contractor shall ensure that the work progress is as per agreed

schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

20.4 The insurance covers to be taken by the contractors shall be in the joint name of GESCOM and the contractor, indicating employer as beneficiary. Contractor shall however be authorized to deal directly with the insurance company and shall be responsible in regard to maintenance of all insurance covers.

20.5 Workmen Compensation Policy shall be adopted by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy as per Appendix-3, Vol-1 of sample form and procedure Section-VI of SBD.

20. Termination:

Pursuant to clause 36 of Section-IV, Vol-I, GCC,

21.1 The contract can be terminated at employer's convenience as per clause 36.1 of GCC, section-IV, Vol-1 or on contractor default as per clause 36.2 of GCC, section-IV, Vol-1.

21.2 In the event of termination of contract at employers convenience the contractor will be paid as per as per clause 36.1.3 of GCC, section-IV, Vol-1 for the parts of the facility executed by the contractor as on the date of termination.

21.3 If, at a later stage any information provided/documents submitted by the firm regarding technical experience/financial capability etc., are found to be forged/concealed, strict action shall be taken against the firm which includes termination of agreement, encashment of bank guarantee, black listing and proceeding of legal action.

21. Quality checks to be ensured by Contractor:

Pursuant to clause 2.0 of Section-I, Vol-II

The Contractor shall strictly ensure Quality Assurance (QA) checks during the day to day course of project execution, which are as follows:

- a. 100% pre-dispatch inspections of all materials viz. as per MQP/ Approved Drawings/ Technical Specifications/ Datasheet/ GTP/ applicable national & international standards.
- b. 100% works with all infrastructures are to be verified for quality as per MQP/ Datasheet/ GTP/ Approved Drawings/ Technical Specifications and FQP.
- c. 100% verifications feeders created under the scheme.
- d. 100% verification of materials utilized under the scheme.
- e. 100% verification of works done in respect of System Strengthening.

Apart from this, the project shall also have a single tier Quality Assurance Mechanism (QAM) to be envisaged by REC/MoP for DDUGJY Projects during various stages as per Quality Assurance and Evaluation Mechanism (QAM) Section-1, Vol.-II of SBD. The contractor shall also perform QA checks on day to day course of project execution as per the QAM (Quality Assurance and Evaluation Mechanism).

All the short-comings/deviation pointed out during inspections by GESCOM/PMA/REC/MoP shall be rectified by the contractor immediately.

22. Turnkey Contractor's Store at Project site:

Pursuant to clause 42 of Section-I, Vol-IV, GCC

23.1 The contractor shall be responsible to store the material in the store maintained by the Contractor. The security of the material will also be the sole responsibility of the contractor. In case of any mishap/accident, the material shall be replenished by the contractor without any liability on the part of GESCOM. However, Insurance claim shall be made by him and GESCOM can assist in filling the claim etc.

23.2 Field in charge of GESCOM shall depute his authorized representative for receiving the material on his books from the contractor and the same shall be issued by him to the contractor either for utilization at the site or for storage in the store maintained by the contractor. Authorized representative of GESCOM shall also ensure that separate record shall be maintained for this project.

23.3 The material received at contractor store under supervision of GESCOM shall be jointly checked by authorized representative of GESCOM and project management agency (PMA) as per the inspection report of the material at the manufacturer premises.

23. Site Regulations and Safety :

The Contractor shall establish Site regulations for safety procedures setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith.

The Contractor shall also submit 'Safety Plan' as per Proforma specified in Sample Forms and Procedures, Section-VI, Vol-1 of the SBD on non-judicial stamp paper worth Rs. 20 only along with all the requisite documents mentioned therein and as per check-list contained therein to the GESCOM for its approval within 60 days of award of Contract.

24. All technical specification and commercial terms and conditions as per specification shall be complied with, except for deviation, if any specifically discussed and agreed to.

25. All Steel structures shall be hot dip galvanized as per relevant Indian Standard.

26. The Contractor firm is responsible for guaranteed performance and timely completion of the total contract.

27. Settlement of Disputes: Settlement of Disputes are as per clause 38 of Volume-1 section IV of GCC

- If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.
- If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.
- The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.
- In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
- In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

28. Arbitration:

Any disputes or difference or claim arising out of, or in connection with or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre- Karnataka (Domestic and International) Rules 2012 for resolving disputes as per the Gok Ltr No: LAW273 LAC 2012 (BHA) Dtd 10.01.2014.

29. Jurisdiction of contract:

The laws applicable to the contract shall be laws in force in India. The courts of Kalaburagi shall have exclusive jurisdiction in all matters arising under this contract.

30. This Detailed work award shall be read in conjunction with the letter of Intent issued, Contract Agreement, Performance Guarantee and Bid Documents of the Subject enquiry along with subsequent Amendments, if any, issued by this office.

31. Guarantee & warranty is stipulated in the Bid conditions.

32. In subsequent to issue of Detailed Work Award the contractor at his own cost shall provide the GESCOM at least (15) copies of all the relevant documents like bid documents, Specification, Lol, LoA, Contract Agreement, Performance guarantee, PERT Chart, DWA etc., in the form of booklet along with CD and submit to the office of Chief Engineer Electy., Corporate Planning, GESCOM.

33. The brief scope of work covered under the Contract includes the following:

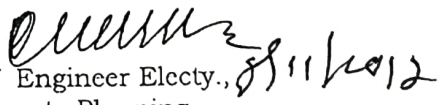
Inland transportation (specified equipment and material) to final destination at site, insurance, taking delivery, unloading, handling, storing and supply including associated civil work, testing and commissioning of all equipment and materials supplied by the Contractor. The work shall be executed in consultation and co-ordination with the concerned GESCOM field officials. The progress of the work shall be monitored by the Superintending Engineer (Ele.) (Projects), Corporate Office, GESCOM.

The major materials viz transformer, AB Cable, Switch gears and Conductors shall be procured from MoP approved vendors and GESCOM/Other ESCOM 's of approved vendors of Karnataka.

34. The guide lines issued from time to time by MoP for the DDUGJY scheme has to be scrupulously followed.

35. **All other terms and conditions which are not specifically mentioned in this Letter of Award(LOA)/ Detailed Work Award(DWA) are deemed to be included and applicable as per bid document.**

Yours faithfully


Chief Engineer Electy., 8/11/2012
Corporate Planning,
GESCOM.Gulbarga.

GULBARGA ELECTRICITY SUPPLY COMPANY LIMITED

Phone No : (08472) 256881
E-mail: cenjgescom@gmail.com



Corporate Office
GESCOM, Gulbarga.

No. GESCOM / CEE(CP)/SEE(Projects)EEE(DDUGJY)/DWA/INDENT-753/2017-18 /

19 NOV 2017

39846-59

"DETAILED WORK AWARD" (PART B: ERECTION PORTION)

To,

Register Post with Ack Due

M/s. NCC Limited,
Electrical Division,
NCC House, Survey No. 64,
Madhapur,
Hyderabad - 500081.

Sir,

Sub

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- 12 Contract agreement executed on 17.10.2017
- 13 Approved by Managing Director, GESCOM on 02.11.2017

Please find herewith enclosed the Letter of Award (LOA)/Detailed Work Award (DWA) No: GESCOM/CEE(CP)/SEE (Projects)/EEE(DDUGJY)/DWA/INDENT-753/2017-18/ Dated: in triplicate - **Erection portion** -For Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Deena Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State Under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) on Total Turnkey basis.

The Bid document and all amendments issued thereof pertaining to subject tender enquiry forms part of the Detailed Work Award.

This This Letter of Award (LOA)/Detailed Work Award (DWA may please be acknowledged and returned duly affixing your signature and seal of your firm on all pages within 7 days. Please quote the This Letter of Award (LOA)/Detailed Work Award (DWA number and date in all your future correspondence to this office.

Yours faithfully


Chief Engineer Electy., 8/11/2017
Corporate Planning,
GESCOM.Gulbarga.

Copy to:

- 1) The Chief Financial Officer, GESCOM, Kalaburagi.
- 2) The Chief Engineer Electy, O &M, Zone, GESCOM, Kalaburagi.
- 3) The Financial Advisor (Internal Audit), GESCOM, Kalaburagi.
- 4) The Superintending Engineer (El), (Projects), Corporate office, GESCOM.
- 5) The Superintending Engineer (El), O&M Circle, GESCOM, Kalaburagi.
- 6) The Executive Engineers (El), O&M Division, GESCOM, Gulbarga Division-I/ Division-II/Sedam.
- 7) The Executive Engineer (El), TA & QC, Corporate Office, GESCOM, Kalaburagi.
- 8) Sr.PS to MD/DT, GESCOM with a request to place it before Hon'ble Managing Director/D(Technical) for kind information.
- 9) The Nodal Officer DDUGJY- REC Power Distribution Company Ltd., No. 1/5, Ulsoor Road, Bangalore - 560 042 for kind information
- 10) OC/MF.

GULBARGA ELECTRICITY SUPPLY COMPANY LIMITED

Phone No : (08472) 256881
E-mail: cenjgescom@gmail.com



Corporate Office
GESCOM, Gulbarga.

No. GESCOM/CEE(CP)/SEE(Projects)EEE(DDUGJY)/DWA/INDENT-753/2017-18/

Date:

Letter of Award (LOA)/Detailed Work Award (DWA) No: GESCOM/CEE(CP)/SEE (Projects)/EEE(DDUGJY)/DWA/INDENT-753/2017-18/ Dated: for **Erection portion** for Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Deena Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State Under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) on Total Turnkey basis.

1. **Description of the Work:** This project envisages Execution of Feeder Separation, SAGY, System Strengthening & RE/RHh works under Deena Dayal Upadhyaya Grama Jyothi Yojana (DDUGJY) for GULBARGA District in GESCOM of Karnataka State as per trajectory finalized by MOP.

2. **Cost of the Detailed Work Award: (Erection Portion)**

Rs. 21,08,20,350.00 (Rupees Twenty One Crores Eight Lakhs Twenty Thousand Three Hundred and Fifty Only). Item wise price sheet is enclosed as Annexure-A.

3. **Bank Guarantee:**

An unconditional & irrevocable Bank Guarantee for **Rs. 2,10,82,035.00 (Rupees Two Crores Ten Lakhs Eighty Two Lakhs and Thirty Five only)** towards 10% of the contract value vide BG No. 003071117000022 Dated. 19.08.2017 from Indian Overseas Bank, Hyderabad and is valid up to Dated: 18.05.2020 **against Erection portion** towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.0, Section ITB and as per proforma attached with Section VI, Sample Forms and Procedures of the Bidding Documents.

The Bank Guarantee is valid up to ninety (90) days after expiry of the Warranty Period i.e., **33 Months from the date of Letter of Intent**. The Bank Guarantee shall be extended from time to time till the actual date of successful completion of testing & commissioning of project and its taking over by the Employer.

4. **Completion period:**

The period of completion is **18 (Eighteen)** Months from the date of issue of LOI.

The works shall be carried out as follows,

As per Appendix-4 of Volume-I, Section-VI, Sample Forms & Procedures of Bidding Documents

- 25% work shall be completed within 6 months (This period shall also include conducting check survey, procurement of materials and collection of all required data necessary for execution & completion of project).
- 25% balance works shall be completed in next 4 months,
- 25% balance works shall be completed in next 4 months and
- final 25% balance works shall be completed in next 4 months,

However, early completion of work is preferred.

5. Completeness:

All the necessary works that are required for successful completion of project even though they have not been mentioned in the specifications but are necessary for successful operation of the subject works are deemed to be included in the specifications and bidder shall execute these non DWA works at awarded percentage excess over common SR 2016-17.

Distribution Transformers, Conductors & AB Cables rates are as per Committee B report constituted by MoP.

All hardware items shall be galvanized as per IS standards.

As per the MoP guidelines sign boards to be installed at the prominent locations of each village where projects are being implemented and also ensure engraving /embossing the word "DDUGJY" on major materials to be procured under the scheme.

6. Scope of works:

The detailed scope of work under the contract has been defined in the Tender documents Vol.-I, Section VII Scope of works, and the work shall be executed as per the Award.

7. Electrical Inspector inspection:

In pursuance to the clause 20B of Section -IV, Vol-I of GCC,

After successful completion of the work, approval shall be obtained from State electrical inspectorate duly remitting the necessary fee towards inspection charges by the contractor. However, such fee paid by contractor shall be reimbursed on actual basis on documentary evidence.

Defects / in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication to Employer.

8. Prices:

Prices are FIRM throughout the period of contract.

9. Taxes and Duties:

The amount of award is inclusive of all Taxes and duties, levies, freight and Insurance, Loading & un-loading charges and statutory variation of Taxes/Duties /Levies will be as per Clause 10.00 of GCC, Section-IV, Vol-I of Tender Documents.

10. Payment: (Erection)

Advance Payment(Optional)

For Services Contract, initial interest bearing adjustable Mobilization Advance of 10% of erection contract price excluding taxes and duties shall be released for all the works in two tranches of 5% each. First installment of 5% of total erection price shall be released on presentation of the following:

- a. Submission of detailed invoice for advance payment.
- b. Establishment of Contractor's site offices and certification by Engineer that satisfactory mobilization for erection exists.
- c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (as many number as proposed recovery installments and should be of 110% amount of each installment) in favor of employer with total amounting to 110% of total advance amount as per proforma attached with Section-VI of Vol.-I (Conditions of Contract). The said Bank Guarantees shall be initially valid up to end of ninety (90) days after the scheduled month of erection of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of erection of materials, as may be required under the Contract.
- d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 34.1 of Section-ITB, Vol.-I and as per proforma attached with Section-VI of Volume-I (Conditions of Contract). The said Bank Guarantee shall be initially valid up to 90 (ninety) days after the expiry of warranty period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

The bidder must utilize first advance installment of 5% of total erection price before requesting for second advance installment. Second installment of 5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate of first advance installment.

The interest rate on advance payment shall be SBI's Base rate on the date of disbursement of advance payment. The interest accrued on

interest bearing advance shall be adjusted first before releasing any payment.

Payment for erection portion of contract shall be governed as per Appendix-1 "Terms and Procedures of Payment" of Volume I Section VI 'Sample forms & procedures' of bid documents.

Progressive payments

First Instalment (90%): Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents of all villages indicated as per SBD.

Second and Final Instalment (10%): The balance ten percent (10%) of payment against Erection contracts excluding Excise Duty, Taxes etc as shall be released on successful commissioning of the works in the project and issuance of Taking over Certificate of the project.

Bills in respect of erection of Materials shall be submitted to EE (Ele), O&M Divisions GESCOM Gulbarga Division-I/Division-II/and Sedam for arranging payments.

11. Guarantees & Liabilities:

Guarantees & Liabilities for completion of work (including penalty clause) is as per Clause- 21 to 26 (including sub clauses) of GCC, Section-IV, Vol-I of Bid Documents

12. Defect Liability:

In Pursuant to clause 22 of GCC, Section-IV, Vol-I of Bid Documents, the Defect Liability Period shall be twelve(12) months from the date of Taking Over /Completion of Facilities (or any part thereof).

If during the Defect Liability Period any defect being found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying for rectifying the defects, for repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect at contractors own cost.

13. Handing over of assets:

On completion of erection and testing of a section of line, DTR substation, power substation, contracting agency shall submit digital photographs in soft copies of each and every support structures along-with submission of completion report in support of their claim for energization and handing over of assets. Project Manager within a week time, shall review the photographs for acceptance of quality of works and shall immediately deploy officials for

joint measurement and inspection of executed works for energisation. In parallel, a requisition to State Electrical Inspectorate shall also be submitted by Project Manager. Fee/Charges for inspection by electrical inspector shall be paid by Project Manager.

14. Quantity Variation:

The quantity of all equipment/materials given in the Price Schedules of the bidding documents are provisional. The variation in quantity shall be limited to plus/minus (+/-) twenty percent (20%) for the individual items, total variations in all items under the contract shall be limited to ten percent (10%) of the contract price. For quantity variation of the individual items beyond twenty percent (20%), the matter shall be referred to the Employer.

15. Liquidated Damages:

Liquidated damages for delay in completion of work shall be applicable as per Clause 21.2 of GCC, Section-IV, Vol-I of Bid Documents.

If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).

16. Insurance:

The provision of insurance under the contract shall be as per Clause No. 30 of GCC Section-IV, and appendix-3 Vol-1 of insurance requirement of sample form and procedure section-VI of SBD.

16.1 All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor at his own cost from time of dispatch from the Contractor's/Sub-vendor's works, up to the completion of supply, testing & commissioning at site and taking over of the transmission line etc. by GESCOM in accordance with the Contract.

16.2 Further, all the equipment and materials, if any, being supplied by GESCOM for the supply, testing & commissioning (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of commencement of

unloading up to the time of taking over by GESCOM including handling, transportation, storage, supply, testing and commissioning etc.

16.3 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company for all equipment/materials in case of any damage, loss, theft, pilferage or fire during execution of contract and GESCOM shall be kept informed about it. The Contractor shall be responsible for replacement of the lost/damaged materials promptly irrespective of the settlement of the claims by the under writers and contractor shall ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

16.4 The insurance covers to be taken by the contractors shall be in the joint name of GESCOM and the contractor, indicating employer as beneficiary. Contractor shall however be authorized to deal directly with the insurance company and shall be responsible in regard to maintenance of all insurance covers.

16.5 Workmen Compensation Policy shall be adopted by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy as per Appendix-3, Vol-1 of sample form and procedure Section-VI of SBD.

17. Termination:

Pursuant to clause 36 of Section-IV ,Vol-I,GCC,

17.1 The contract can be terminated at employer's convenience as per clause 36.1 of GCC, section-IV, Vol-1 or on contractor default as per clause 36.2 of GCC, section-IV, Vol-1.

17.2 In the event of termination, of contract at employers convenience the contractor will be paid as per as per clause 36.1.3 of GCC, section-IV, Vol-1 for the parts of the facility executed by the contractor as on the date of termination.

17.3 If, at a later stage any information provided/documents submitted by the firm regarding technical experience/financial capability etc., are found to be forged/concealed, strict action shall be taken against the firm which includes termination of agreement, encashment of bank guarantee, black listing and proceeding of legal action.

18. Quality checks to be ensured by Contractor:

Pursuant to clause 2.0 of Section-I , Vol-II

The Contractor shall strictly ensure Quality Assurance (QA) checks during the day to day course of project execution, which are as follows:

- a. 100% pre-dispatch inspections of all materials viz. as per MQP/ Approved Drawings/ Technical Specifications/ Datasheet/GTP/ applicable national & international standards.
- b. 100% works with all infrastructures are to be verified for quality as per MQP/Datasheet/GTP/ Approved Drawings/Technical Specifications and FQP.
- c. 100% verifications feeders created under the scheme.
- d. 100% verification of materials utilized under the scheme.
- e. 100% verification of works done in respect of System Strengthening.

Apart from this, the project shall also have a single tier Quality Assurance Mechanism (QAM) to be envisaged by REC/MoP for DDUGJY Projects during various stages as per Quality Assurance and Evaluation Mechanism (QAM) Section-1, Vol.-II of SBD. The contractor shall also perform QA checks on day to day course of project execution as per the QAM (Quality Assurance and Evaluation Mechanism).

All the short-comings/deviation pointed out during inspections by GESCOM/PMA/REC/MoP shall be rectified by the contractor immediately.

19. All technical specification and commercial terms and conditions as per specification shall be complied with, except for deviation, if any specifically discussed and agreed to.

20. The Contractor firm is responsible for guaranteed performance and timely completion of the total contract.

21. Settlement of Disputes: Settlement of Disputes are as per clause 38 of Volume-1 section IV of GCC.

- If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.
- If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.
- The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.

- In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
- In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

22. Arbitration:

Any disputes or difference or claim arising out of, or in connection with or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre- Karnataka (Domestic and International) Rules 2012 for resolving disputes as per the Gok Ltr No: LAW273 LAC 2012 (BHA) Dtd 10.01.2014.

23. Jurisdiction of contract:

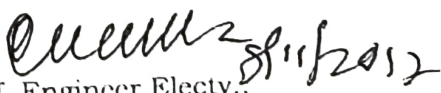
The laws applicable to the contract shall be laws in force in India. The courts of Kalaburagi shall have exclusive jurisdiction in all matters arising under this contract.

24. This Detailed work award shall be read in conjunction with the letter of Intent issued, Contract Agreement, Performance Guarantee and Bid Documents of the Subject enquiry along with subsequent Amendments, if any, issued by this office.

25. The guide lines issued from time to time by MoP for the DDUGJY scheme has to be scrupulously followed.

26. All other terms and conditions which are not specifically mentioned in this Letter of Award (LOA)/ Detailed Work Award (DWA) are deemed to be included and applicable as per bid document.

Yours faithfully


Chief Engineer Electy.,
Corporate Planning,
GESCOM. Gulbarga.