ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ನಿಗಮ ನಿಯಮಿತ (ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ) ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖರೀದಿ ಶಾಖೆ, ಚಾವಿಸನಿನಿ, ಮೈಸೂರು-570017. Telephone No: 9448994705



CHAMUNDESHWARI ELECTRICITY SUPPLY CORPORATION LIMITED (A Government of Karnataka Undertaking) Corporate Office, Procurement Section, CESC, Mysuru-570017.

Website: www.cescmysore.org E-mail ID: gmpurc@cescmysore.org

Company Identity Number(CIN): U40109KA2004SGC035177

CESC/GM(P)/DGM(P)/AGM (P-2)/2020-21/518-519: / 22278-85Date:

FEB 2021

DETAILED WORK AWARD

To. M/s PEP Charles Limpens Pvt. Ltd., Plot No.113, KIADB Industrial Area, Malur - 563130 Kolar District.

By Regd. Post Ack. Due

Sub:

Providing LT Polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/Weasel conductor duly releasing the same and restringing the insulated conductor in Hassan O&M Circle jurisdiction as per given specification.

- Ref: 1. Tender Enq. No. CESC/GM(P)/C2-4884 Dtd: 29.10.2020(CESC/2020-21/EL/WORK INDENT1308).
 - 2. Techno-commercial bid opened on 07.12.2020 & price bid opened on 07.01.2021.
 - 3. Minutes of the Price Negotiation meeting held on 08-01-2021.
 - 4. Consent letter of M/s PEP Charles Limpens (P) Ltd,: PCPL/CSCR/CESC-GM/161/20-21/08.01.2021.
 - 5. Resolution .(Item 112/05) of 112th CESC's Purchase Committee meeting held on 13-01-2021. No. CESC/CS/A/112th CPC/F-64/2020-21/20857 Dtd.29.01.2021.
 - T O LOI No: CESC/GM(P)/DGM(P)/AGM(P)-2/2020-21/21017-24 Dtd.30.01.2021.
 - Contract Agreement executed on 01-02-2021.
 - 8. Bank Guarantee No:8924IGPER000721 Dated: 02-02-2021, Amount ₹ 27,00,000/-, Valid up to 05-11-2024.

Please find herewith the Detailed Work Award (DWA) CESC/GM(P)/DGM(P)/AGM(P)-2/2020-21/DWA: 518-519 in triplicate for Providing LT polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/ Weasel conductor duly releasing the same and restringing the insulated conductor on total turnkey basis in O&M Circle, Hassan, CESC jurisdiction at the negotiated and approved unit rates at the total amount limited to Rs.900.00 lakhs subject to observance of terms & conditions mentioned below and as in the bid document.. The Bid document and all amendments issued thereof pertaining to subject enquiry, forms the part of Detailed Work Award. This Detailed Work Award may please be acknowledged and returned duly affixing your signature and seal of your firm on all pages within 7

days. Please quote the Detailed Work Award number and date in all your future correspondence to this office.

Scope of Work:

- Contractor shall supply the required quantity of polyolefin heat shrinkable tube insulation covered Rabbit ACSR conductor and other required materials as per the specification and execute the work as per the prepared estimate/Field requirement.
- 2. The released Rabbit and Weasel ACSR conductor and all other released scrap materials shall be returned to the concerned CESC O&M Divisional Stores by the contractor duly following the Corporate norms.
- 3. The agency shall arrange to restore the power supply to the consumers connected to the line after completion of the work.
- 4. The transaction of the released materials shall be done through the concerned divisional stores under the supervision of the area engineers as per prevailing norms.
- 5. The Superintending Engineer (Ele.), O&M Circle, CESC shall allocate the O&M division wise quantum of work to be carried out limiting the amount to Rs.800.00 lakhs.
- 6. The concerned Executive Engineer (Ele.), O&M Divisions, CESC shall arrange for issuing work award according to estimates furnished.

PART-1: SUPPLY PORTION

Detailed Work Award No: CESC/GM(P)/DGM(P)/AGM(P)-2/2020-21/**DWA: 518** for Providing LT polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/ Weasel conductor duly releasing the same and restringing the insulated conductor on total turnkey basis in O&M Circle , Hassan, CESC jurisdiction.

 <u>Description of the Work:</u> For supplying of materials for Providing LT polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/ Weasel conductor duly releasing the same restringing the insulated conductor on total turnkey Basis in O&M Circle , Hassan, CESC jurisdiction.

2. Price Schedules:

Quoted price of individual materials required for the scope of work is as in Annexure – A.

3. Work awarding officer:

The Superintending Engineer (Ele.), O&M Circle, CESC shall allocate the O&M division wise quantum of work to be carried out.

The work awarding officer is the Executive Engineer (Ele.), O&M Division, CESC on unit rate contract and will issue the award of work depending upon the requirements as per company norms.

4. Completion period:

The work shall be completed in all respect within the **18 months from the date of DWA**. However, early completion of works is preferred.

5. Prices:

The prices are firm and no price variation will be allowed as per clause (12) of ITB of bid document.

6. Penalty:

Penalty for delay will be levied as per Clause 13.0 of SCC of bid document.

7. Taxes and Duties:

The amount of award is inclusive of all applicable Taxes/GST/duties or levies that are applicable in respect of transaction between the firm and CESC. If there is any concession/reduction in the taxes & duties due to change in the policy, same shall be availed and passed on to CESC. If there is any increase in taxes during contract period, the same shall be borne by CESC. No claim for increase in any variation of statutory taxes and duties or levies or due to introduction of new tax shall be entertained during the extended period of contract attributable to the bidder.

8. Completeness:

All the necessary materials that are required if necessary for the work even though that have not been mentioned in the award but are necessary for successful completion of work is deemed to be included in the award and the contractor shall supply those materials and complete the work. Rates at prevailing SR plus tender premium shall be paid for Non-DWA items. The use of the same in works shall be certified by the jurisdictional Section, Sub Division and Division Officer.

9. Payment:

The terms of Payments shall be as per Clause 8.0 of SCC of bid document;

- a. Payment of 50% of the material value + 100% taxes and duties with fright and insurance will be made upon supply of material and 40% of the material value along with 90% labour charges for erection+100% taxes &duties on labour charges will be made after successful completion of works in the subdivision/Section.
 - Balance ten percent (10%) of the total cost of each work award will be retained with CESC towards fulfillment of work performance guarantee period of Two year and will be released on completion of the guarantee period for the works entrusted to the turnkey contractor on certification by the concerned officers of CESC
 - b. The Contractor shall submit the
 - a) For supply Portion: i)Bills in quadruplicate (4 copies), ii) Acceptence/test report of material, and iii)Dispatch instructions.
 - b) Labour Portion:
 - i) The completion certificate issued by the concerned AEE/section officer, ii) the measurement book with entries, to the Engineer-in-charge in prescribed form approved by the Engineer-in-charge, only when all the works pertaining to each sub-division/section is completed in all respects. Payment will be made against measurements as per actual at the approved unit prices of contract. The payments to Contractor are subject to recoveries, which are due from the Contractor.
 - c. The measurements shall be jointly taken by the authorized representatives of the Engineer-in-charge and the Contractor. The representative of the Engineer-in-charge will give a week's notice to the Contractor of his intention to record the measurement and if the Contractors' representative fails to join the Engineer's representative the latter may proceed with the measurements by himself and the Contractor shall have to accept these measurements as correct and binding on him.
 - On the basis of these joint measurements, payment will be made to the Contractor by the Engineer-in-charge according to the procedure prevalent in CESC.
 - Payment will be made at the accepted rates for all works done according to the specifications and measurements.
 - d. All materials and work for which payment is made in part or full shall become the sole property of CESC, but this provision shall not relieve the Contractor of

- his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and handed over to CESC, in accordance with the terms and conditions of the contract.
- e. The periodical measurements and payments will not entitle the Contractor to any claim that the works for which payment has been made are accepted as complete in accordance with the specifications, drawings or other contract documents and in no way will curtail the right of the Engineer-in-charge to subsequently direct the removal of imperfect work or pay at a lower reduced rate, or to re-measure the works.
 - f. The Contractor shall not be entitled to claim any interest upon any arrears or upon any balance, which may be found due to him at any time.
- 10. Notwithstanding anything contained to the contrary in the Bid documents, storage insurance for materials stored at the site by the contractor shall be to the account of the Contractor alone and no amount whatsoever is payable by the CESC, Mysore.

11. Jurisdiction of contract:

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

12. The materials other than polyolefin cover shall be procured from CESC approved vendors only. However insulation provided shall be as per specification given by CESC. Any proposal for procurement of materials from other than the approved vendors, 'vendor approval' shall be obtained from the CESC prior to supply of such bought out items. The CESC reserves the right to choose vendors for approval.

13. Approval for Drawings:

Necessary approvals for the drawings of the materials to be supplied to the works are to be obtained in advance from the undersigned.

14. Commissioning of completed work:

Approval from Electrical Inspectorate, Govt. of Karnataka/Railway Crossings shall be obtained by the contractor before commissioning and handing over of completed work to the concerned Executive Engineer (Ele.), O&M Division, CESC. The statutory charges for the same shall be reimbursed by CESC, Mysuru on submission of suitable documents.

15. Guarantee:

The materials supplied and the work executed shall be guaranteed for a period of 24 months as per clause 15.0 of GCC of bid document.

16. Performance Guarantee:

The firm has furnished a Bank Guarantee for ₹27,00,000/- towards performance guarantee. The Bank Guarantee is valid up to 05-11-2024. For a period of **24 months** from the date of issue of the completion certificate, the Contractor shall be liable for the works or any portion thereof, found to be defective from causes arising from faulty materials or workmanship or other causes for which, in the judgment of the Engineer, the Contractor will be held responsible, the contractor shall make good any damages arising there from, notwithstanding the fact that the final certificate, may have been issued and the security deposit to be refunded.

- **17.** The Rate contract is valid throughout the period of Contract i.e. eighteen months from the date of this DWA. The DWA amount of this contract is limited to ₹900 Lakhs (Nine Hundred Lakhs Only).
- **18.** The other terms and conditions are as stipulated in the bid document.

- **19.Accident:** The contractor shall take care of all safety precautions to his labour, general public and the CESC equipments. The clause of ECC from 11 to 30 shall apply in this regard.
- 20. Arbitration: Any dispute 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 & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

PART-II: ERRECTION PORTION

Detailed Work Award No: CESC/GM(P)/DGM(P)/AGM(P)-2/2020-21/**DWA: 519** for Providing LT polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/ Weasel conductor duly releasing the same and restringing the insulated conductor on total turnkey basis in O&M Circle, Hassan, CESC jurisdiction.

<u>Description of the Work:</u> For erection of materials and Providing LT polyolefin heat shrinkable tube insulation covered Rabbit ACSR Conductor in place of the existing bare Rabbit/ Weasel conductor duly releasing the same and restringing the insulated conductor on total turnkey Basis in O&M Circle, Hassan, CESC jurisdiction.

1. Price Schedules:

Quoted price of individual materials required for the scope of work is here with enclosed as Annexure – A.

2. Prices:

The prices are firm and no price variation will be allowed.

3. Taxes and Duties:

The amount of award is inclusive of all applicable Taxes/GST/duties or levies that are applicable in respect of transaction between the firm and CESC. If there is any concession/reduction in the taxes & duties due to change in the policy, same shall be availed and passed on to CESC. If there is any increase in taxes during contract period, the same shall be borne by CESC. No claim for increase in any variation of statutory taxes and duties or levies or due to introduction of new tax shall be entertained during the extended period of contract attributable to the bidder.

4. Payment:

The terms of payment shall be as per Clause 8.0 of SCC of bid document; 90% labour charges for erection+100% taxes &duties on labour charges will be made after successful completion of work in all respect in the section/ sub-division. The contractor shall submit following documents for arranging payments;

- a) Bills in quadruplicate (4 copies),
- b) The completion certificate issued by the concerned Section Officer/ AEE sub division.
- c) The measurement book with necessary entries,
- to the Executive Engineer in charge in prescribed form duly certified by the Engineer in charge of the work, only when all the works pertaining to each sub-division/section is completed in all respects. Payment will be made against measurements as per actuals at the approved unit prices of contract as per clause 8.0 of SCC. The payments to Contractor are subject to recoveries, which are due from the Contractor.
- 5. Notwithstanding anything contained to the contrary in the Bid documents, storage insurance for materials stored at the site by the contractor shall be to the account of the Contractor alone and no amount whatsoever is payable by the CESC, Mysore.

6. Jurisdiction of contract:

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

- **7.** 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.
- **8.** The Contractor firm is responsible for guaranteed performance and timely completion of the total contract.
- 9. 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.
- 10. Guarantee & warranty as stipulated in the Bid conditions.
- 11. The other terms and conditions are as stipulated in the bid document.
- **12.Accident:** The contractor shall take care of all safety precautions to his labour, general public and the CESC equipment. The clause of ECC from 11 to 30 shall apply in this regard.
- **13.** <u>Arbitration:</u> Any dispute 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 & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

Price annexure-A:

ANNEXURE											
SI No.	Particulars of material	Unit	Qty.	Unit Price including TTK Parameters as per CSR 2018-19 (Rs.)	Unit Price as per CSR 2018-19 including all turnkey parameters	Awarded Rate inclussive of Turnkey components					
				Material	Labour	Material	Labour				
1	Providing insulation covered Rabbit ACSR Conductor (Market Rate)	Km	1	124284.36	9711.32	136650.66	10677.60				
2	Pole 8mt RCC	No	1	4900.36	1270.13	5387.94	1396.51				
3	Pole 9 mt RCC	No	1	6516.46	1589.03	7164.84	1747.13				
4	Pole 8mt PSC	No	1	2599.08	1270.13	2857.69	1396.51				
5	Pole 9 mt PSC	No	1	3841.36	1589.03	4223.57	1747.13				
6	1.1KV LT Pin insulator	No	1	18.74	0.00	20.61	0.00				
7	LT GI Pin for 1.1KV Shell	No	1	31.24	0.00	34.35	0.00				
8	No.8 Strain insulators	No	1_	16.66	0.00	18.32	0.00				
9	Special 3Pin Crosss Arms, clamp and Bolts & Nuts for RCC Poles	No	1	669.56	144.46	736.18	158.83				
10	11Kv Horizontal cross arm, with Single top support, clamps, bolt & nuts for RCC poles	Set	1	462.34	144.46	508.34	158.83				
11	11Kv Horizontal cross arm, with Single top support,clamps, bolt & nuts for PSC poles	Set	1	456.09	144.46	501.47	158.83				
12	4 Pin cross arm, clamps, bolt & nuts for RCC poles	Set	1	283.23	144.46	311.42	158.83				
13	4 Pin cross arm, clamps, bolt & nuts for PSC poles	Set	1	276.99	144.46	304.55	158.83				
14	Guy Set complete with No.8 strain insulator & concreting materials	Set	1	864.28	531.49	950.27	584.38				

15	Guy Set complete with No.15 strain insulator & concreting materials	Set	1	864.28	531.49	950.27	584.38
16	Releasing of Weasel ACSR	Km	1	0.00	2581.15	0.00	2837.97
17	Releasing of Rabbit ACSR	Km	1	0.00	3518.75	0.00	3868.87
18	Releasing of 8mtr RCC poles (90% of labour)	No	1	0.00	1143.12	0.00	1256.86
19	Releasing of 9mtr RCC Poles (90% of labour)	No	1	0.00	1430.12	0.00	1572.42
20	Releasing of 8mtrPSC poles (90% of labour)	No	1	0.00	1143.12	0.00	1256.86
21	Releasing of 9mtr PSC Poles (90% of labour)	No	1	0.00	1430.12	0.00	1572.42
22	Loading & Unloading of 8m RCC/PSC poles	No	1	0.00	94.03	0.00	103.39
23	Loading & Unloading of 9m RCC/PSC poles	No	1	0.00	125.38	0.00	137.85
24	Straightening of Slant Poles 8M RCC	No	1	0.00	952.60	0.00	1047.38
25	Straightening of Slant Poles 9M RCC	No	1	0.00	1191.77	0.00	1310.35
26	Straightening of Slant Poles 8M PSC	No	1	0.00	952.60	0.00	1047.38
27	Straightening of Slant Poles 9M PSC	No	1	0.00	1191.77	0.00	1310.35
28	Releasing of 4pin X-arms	Set	1	0.00	144.46	0.00	158.83
29	Releasing of Horizantal X-arms	Set	1	0.00	144.46	0.00	158.83
30	Releasing of Special 3Pin Cross arm	Set	1	0.00	144.46	0.00	158.83
31	Concreting as per specification	Each	1	0.00	5907.74	0.00	6495.56
32	Releasing & Refixing Street Light fittings	No	1	0.00	455.72	0.00	501.06
33	Tree Trimming	km	1	0.00	4599.45	0.00	5057.10
34	Supplying and errection of suitable size(6way/any other size required as per the field requirement) arial fuse board duly supplying 6/10/16sq.mm leadwire and wiring the same(Considering five nos in a Pole)	No	1	1250.60	325.71	1375.04	358.12
35	Disconnecting and reconnecting existing UG Service main wire	No	1	0.00	150.18	0.00	165.12
36	Releasing and restringing of existing Over head Service main wire.	No	1	0.00	88.58	0.00	97.40

NOTE: The Special Locality allowance on Labour charges is admissible with tender premium wherever it is applicable as per SR 2018-19 while issuing work awards in O&M divisions.

General Manager(Procurement)
CESC, Mysuru.

Copy:

- 1. Chief Financial Officer, CESC, Mysuru for kind information.
- 2. Chief Engineer (Elec.,), CESC, O& M Zone, Hassan for kind information
- 3. Chief General Manager(I/A), CESC, Mysuru for kind information
- 4. The Superintending Engineer (Elec.,), O&M Circle, CESC, Hassan
- 5. for information & further needful.
- 6. The Executive Engineer (Elec.,), O&M Division, CESC, Hassan, Holenarasipura, Channarayapattana, Arasikere and Sakaleshapura.
- 7. Asst. General Manager (F&R), Corporate Office, CESC, Mysuru.
- 8. PS to MD/DT to bring to the kind notice of MD/DT.
- 9. MF/OC.

