



KERALA STATE ELECTRICITY BOARD Ltd

(Incorporated under the Companies Act, 1956)
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ABSTRACT

Deposit works in favour of M/s KMRL for raising the height of EHT lines crossing the Kochi Metro Phase II alignment - Revised estimate and to invite tenders for the work without remitting full estimate amount - Sanction accorded - Orders issued.

CORPORATE OFFICE (SBU-T)

BO (FTD)No.25/2023(DIRTSO-AE6/2C 22/1034)

Thiruvananthapuram, Dated: 20.01.2023

- Read: 1. B.O. (FTD) No.326/2022(DIRTSO-AE6/2022/1034) dated 18.04.2022.
2. Letter No. KMRL/SYS/2019/870/2022/697 dated 07.10.2022 of M/s. KMRL.
3. Letter No. CET S-AE3/2022/238/1375 dated 18.12.2022 of the Chief Engineer (Transmission South).
4. Note No. CET S-AE3/2C22/238(1)/1414 dated 29.12.2022 of the Chief Engineer (Transmission South).
5. Online meeting with M/s KMRL held on 30.12.2022.
6. Note No. DIRT SO-AE6/2022/1034(4)/31.12.2022 of the Director (T,SO,P&S) (Agenda Item No. 09/01/23).

ORDER

The Administrative Sanction was accorded as per B.O. read as 1st above for an amount of Rs.30.25 Crores under deposit work scheme in favour of Kochi Metro Rail Ltd (KMRL) for the work of shifting/raising the height of EHT lines crossing the Kochi Metro Phase II alignment at seven locations for maintaining the statutory clearance.

The demand notice was issued to M/s.KMFL on 21.04.2022 for remitting the deposit work amount. However, KMRL remitted only Rs.2,16,27,970/- towards supervision charges, since they wanted the work to be arranged by themselves under the supervision of KSEBL. Later, they wanted the work to be tendered and arranged by KSEBL itself. M/s.KMRL was requested to execute an agreement stipulating the conditions for the execution and settlement of works and the form of agreement was forwarded to KMRL after vetting by the LA&DEO.

On 12.07.2022, M/s.KMRL requested that one EHT tower shifting need to be taken up now and the remaining 6 tower locations will be taken up subsequent to approval by Government of India for the Metro Phase-II. The estimate amount for shifting of one tower is Rs.5,30,00,000/- and KMRL suggested to pay the balance amount of Rs.3,13,72,030/- after deducting the supervision charges already paid. However, payment was not made by KMRL.

Later, KMRL reported on 15.09.2022 that they got approval from Government of India for Metro Phase II and requested to take up the entire work of raising the height of all 7 nos. of tower locations. They also requested as per the letter read as 2nd above to start the tender activities for the tower shifting work in view of the urgency of Metro Phase-II project and

informed that the balance amount of Rs.28.08 Crores for the whole works is under process from Government of Kerala.

KMRL also submitted a modified draft agreement for execution on 21.10.2022. While some of the suggestions of KMRL are acceptable, the other conditions are not acceptable and need to be retained as in the original draft. KMRL agreed in the meeting held on 30.12.2022 that they are ready to execute the agreement with the modifications suggested by KSEBL.

The Chief Engineer (Transmission South) reported as per letter read as 4th that, based on the joint site inspection carried out by KSEBL and KMRL from 13.10.2022, some modifications/corrections are necessiated in the work and accordingly the estimate is revised to Rs.33,17,00,000/- as per field requirements/ latest transmission cost data. The major modifications made in the revised estimate are as follows:

- a) Number of towers to be inserted has been finalised as 14 instead of 13.
- b) Suspension tower at Loc No. 30 is converted as tension tower.
- c) DOG conductors at metro crossings are converted to WOLF for safety reasons.
- d) Single feeder is converted to double feeder at the crossing spans for avoiding power block at the time of future upgradation.
- e) Earth wires at metro crossings are converted to DOG conductor/ OPGW for safety reasons.

KMRL requested as per letter read as 2nd to proceed with the tower shifting works for Metro Phase II alignment without remittig the full deposit amount by considering the urgency of work. During the meeting held on 30.12.2022, KMRL agreed to remit the pending amount of Rs.1,75,22,733/- for the tower shifting works done for Phase 1 works immediately and also to remit the estimated amount for the present work before awarding the work.

The Metro Phase II work being a major work involving huge capital investment and any delay in the tower shifting may cause cost escalations in the Metro project cost, the Chief Erngineer suggested to proceed with the tender formalities for the tower shifting works without remittance of the full estimate amount subject to obtaining an undertaking from KMRL that the balance deposit amount will be remitted by KMRL before awarding the work.

The Chief Engineer also reported that in Metro Phase-1 work, land at 36 locations including tower footings and UG cable had been acquired directly by KMRL. Also, in 5 locations, the overhead lines were converted to UG cables by KMRL in order to cross the metro rail track. In future, if any unauthorised construction occurs on these land, it will be difficult for KSEBL to object the same unless the ownership of land is transfered to KSEBL. Hence, the Chief Engineer suggested to request KMRL to hand over the ownership of the land acquired / to be acquired by them for the construction of towers and laying of UG cable in Metro Phase I and Phase II alignment to KSEBL.

The matter was placed before the Full Time Directors as per note read as 6th above.

Having considered the matter in detail, the Full Time Directors in the meeting held on 09.01.2023,

- Resolved to accord revised administrative sanction for the work of raising the height of EHT lines crossing the Kochi Metro Phase II alignment at an estimate amount of Rs.33.17 Crores in favour of KMRL under deposit work scheme.
- Further resolved to accord sanction to proceed with the tendering for the EHT tower/line shifting works without remittance of full estimate amount by KMRL after obtaining an undertaking from KMRL that the balance deposit amount including the pending amount related to Phase I Metro project (Rs.1,75,22,733/-) will be remitted by them before awarding the work, failing which the work will be abandoned and tender will be cancelled as per rules of KSEBL.
- Further resolved to accord sanction to partially accept the amendments proposed by KMRL in the agreement conditions as noted in the Annexure.
- Further resolved to authorize the Deputy Chief Engineer, Transmission Circle, Kalamassery to execute the revised agreement with KMRL.
- Further resolved to accord sanction to request KMRL to handhold the ownership of the land acquired / to be acquired by them for the construction of towers and laying of UG cable in Metro Phase I and Phase II alignment to KSEBL.

Orders are issued accordingly.

**By Order of the
Full Time Directors**

Sd/-

**LEKHA G
Company Secretary**

To:

The Chief Engineer (Transmission South)

Copy to: The Financial Adviser/ Chief Internal Auditor/ Company Secretary
The Deputy Chief Engineer, Transmission Circle, Kalamassery
The TAs to CMD/ D(T,SO,P&S)/ D(D,SCM&IT)/ D(GE&HRM)/ D(GC)/
D(REES,S,N,S&W)
The PA to Director (Finance)
The Senior CA to Secretary (Administration)
Stock File.

Forwarded / By Order

Sd/-
Assistant Engineer

Annexure to BO

Sl no	Clause in the original draft agreement	Modification proposed by KMRL	Remarks/Suggestions
1	KSEBL has agreed to replace the existing transmission lines and installations after remitting work deposit estimate charges with the terms and conditions mentioned hereafter.	KSEBL has agreed to shift/ raise height of 7 nos. of EHT lines crossing Metro Phase II Alignment on deposit basis.	Tender activities are normally started only after remitting the complete deposit amount as per prevailing rules. KMRL has remitted only Rs.2.15 crore against the original demand of Rs.30.25 crore. As per the B.O., the work is to be carried out on turnkey contract basis after remittance of work deposit amount. An amount of Rs.1.75 crore is long pending from KMRL for the completed Phase- 1 works. The clause shall be retained as in the original draft.
2		<i>Newly added clause:</i> KSEBL has agreed to complete the project work (more fully described in the schedule hereto) for an amount of Rs.30.25 crore including supervision charges already paid by KMRL (herein after called contract amount).	The estimate is already revised to Rs.33.17crore based on the increase in the number of towers to 14 and the application of latest cost data. Since the amount can vary on actual execution of work, the amount cannot be termed as contract amount, but is only an estimated amount. Hence, this new clause shall be removed.
3	Any other works not specified in the preliminary estimate, arising out of situation, quantity variation of specified works shall have to be carried out and the price variations will be borne by KMRL	Any other works which are not specified in the schedule quantity variation of specified works, if any, necessitated shall be carried out by KSEBL only with the approval of KMRL and the price variations, if any, for such approved variations of works will be borne by KMRL. Similar benefit of any negative variation shall be given to KMRL.	The clause shall be retained as in the original draft.
4	KSEBL agrees to complete the work within	Time is the essence of this Contract. KSEBL agrees to complete the work	15 months is needed for completion of works.

	15 months from the date of remittance of work deposit amount. Any delay in settling the disputes, Court directions pertaining to land and right of way and compensation will be excluded from the specified time of completion.	within 9 months from the date of remittance of work deposit amount. Any delay in settling the disputes, Court directions pertaining to land and right of way and compensation will be excluded from the specified time of completion.	The clause shall be retained as in the original draft.
5	KMRL shall do acquisition of land through line route /cable route in private/ Government land by providing & settling the compensation for the same.	KSEBL shall send location notice to land owner and take steps for possession of land for the work and payment of compensation shall be made with due diligence by KSEBL as per law of land.	KMRL shall assist KSEBL in collecting the land details, owner details, land coordinates etc. and for arranging support for political/local people and police authorities for the smooth execution of work.
6	Any additional claims for Compensation that may be necessitated in future due to the intervention of courts or similar legal and statutory authorities shall be settled by KMRL.	Claim of any additional compensation shall be diligently contested by KSEBL before authority and court of law. In case after diligently contested and appeal filed by KSEBL, compensation has to be paid, the same will be borne by KMRL after intimation by KSEBL. It shall be the responsibility of KSEBL to provide and settle the compensation for the line drawal, tower footing, earthing, cable drawing etc along the right of way. KSEBL shall take all precautions to ensure that the compensation is limited to the statutory requirements and is restricted only to the minimum area of land required for carrying out the project work.	KMRL will be made a party in the notice issued to landowners. Also they will made a party in all compensation cases in legal forums. The cases shall be jointly contested by KSEBL and KMRL.
7	KMRL shall obtain statutory clearances required from other departments such as PWD, NH, Cochin Corporation /Local Self Governance bodies, Railways etc and obtain road cutting permission	All the responsibilities with respect to successful carrying out shall be the responsibility of KSEBL. KSEBL shall obtain statutory clearances required from Electrical Inspectorate and FTCC. KMRL will provide assistance in obtaining clearances from PWD, NH, Cochin Corporation/ Local Self Governance	KSEBL shall obtain statutory clearances from other departments for the works including PWD, NH, Corporation/LSGD, Railways, KWA, BSNL /other communication networks,GAIL, other private pipelines etc. KMRL shall assist KSEB to

	from concerned authorities and remittance of restoration charges if any during execution of work.	bodies, Railways etc and obtain road cutting permission from concerned authorities.	obtain required consents in all the above cases. KSEBL will be responsible for obtaining necessary road cutting permission from concerned authorities and remittance of restoration charges if any during execution of work. Additional expense, if any, during actual execution shall be borne by KMR.
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Annexure to B.O.

Abstract of Estimate

Name of work: Raising the height of 7 nos EHT lines crossing Metro phase II alignment on deposit work basis in favour of M/s KMRL under Transmission Circle, Kalamassery

Sl.No	Particulars	Quantity	Amount Rs. In Lakh
1	Cost of materials	A	38031344.74
2	Erection & Commissioning (Line works and erection as per detailed estimate)	B	17300976.22
3	Transport, Insurance & contingencies @ 6% of part A	C	2281880.68
4	Civil works	D	171656249.96
5	Provision for clearance from Statutory bodies & PTCC approval, if any	E	700000
6	Provision for land compensation	F	19000000.00
7	Sub Total(A to F)	G	248970451.60
8	Administrative overhead charges/Supervision charges @10% of G	H	24897045.16
9	GST @18% of G+H	I	49296149.42
10	Sub Total	J	323163646.18
11	Provision for hike in material cost and for contingency expenditure for essential works those may arise during the course of work	K	8536353.82
	Grand Total		331700000.00

Rs 33,17,00,000/- (Rupees Thirty Three Crore Seventeen Lakh only)