



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Companies Act, 1956)

Registered Office : Vydyuthi Bhavanam, Pattom, Thiruvananthapuram -695004

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Abstract

DRIP - Improvement of basic facilities under Kuttiady Augmentation Scheme (Part II)- Metaling and chipping carpet of replacement road No. II and protective works-contract with Sri V. Govindankutty, Government Contractor, Vellamkandathu House, Enkakad P.O, Trissur- Appointment of an Arbitrator -Sanctioned - Orders issued

CORPORATE OFFICE (SBU-G/C)

B.O(FTD) No53 /2021 (DGC/AEE II/DRIP /KAS/2016) Thiruvananthapuram, Dated 22.01.2021

- Read :
1. BO(FTD) No. 51/ 2020 (DGC/ AEE-II/ DRIP/ KAS/ 2016) TVM dated. 23.01.2020
 2. Note No.CE(C) DS&DRIP/KAS-II/2015-16/303 dated 04.01.2021 of the Chief Engineer (Civil-Dam safety & DRIP)
 3. Note No.DGC/AEEII/DRIP/ KAS//2016 dated 19.01.2021,of the Director (Generation-Civil) - (Agenda 62 /1 /21)

ORDER

KSEBL as per B.O read as 1st above had accorded sanction

- 1.To terminate the contract "DRIP - Improvement of basic facilities under Kuttiady Augmentation Scheme (Part II)- Metaling and chipping carpet of replacement road No. II and protective works" with Sri V. Govindankutty, Government Contractor, Vellamkandathu House, Enkakad P.O, Trissur without imposing penalty on the contractor as per Clause 59.4 of Section 3 Conditions of contract, after making payment as per agreement conditions for the executed items.
2. To release the payment for claim no.8 (retention amount withheld from the bills Rs.9,57,663/-) after terminating the work and settling the final bill.
3. To request the contractor to get reimbursed the claim no.3 from the Commercial Tax Office using Form 20F issued.
4. To deny the ineligible claims of the contractor (item nos. 2,4,5,6,7 & 9 mentioned in his letter dated 20.04.2019.

The Chief Engineer (C-Dam Safety & DRIP) as per note read as 2nd above has reported based on the BO, termination of the contract for the work was intimated to the contractor. The final bill amount of the contract is Rs 1,71,70,347/- including all taxes. The contractor had filed another case in the Hon'ble High Court of Kerala on 10.06.2020 and the court, vide judgement dated 18.06.2020 had closed the writ petition with liberty to the petitioner to invoke the arbitration clause.

The Chief Engineer has pointed out that as per the agreement the decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. Where the value of the contract is Rs 50 millions and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. The approximate fee for arbitration for dispute amount between 20 lakhs to 1 crore is Rs.97500+3%of claim above 20 lakhs and for dispute amount between 1 Crore to 10 crore is Rs.337500+1%of claim above 1crore.

It is also pointed out that the contractor as per letter dated 03.11.2020 has expressed his willingness to appoint Sri. M.V George, District & Sessions Judge (Retd) as the sole Arbitrator to resolve the dispute. The matter was taken up with LA&DEO ,KSEBL and the LA &DEO as per note dated 16.12.2020 has advised to proceed with arbitration as directed by the Hon'ble High Court appointing Sri M.V George District & Sessions Judge (Retd), as the sole Arbitrator. The willingness of Sri M.V George, District & Sessions Judge (Retd.) for appointment as the sole arbitrator was also obtained for resolving the disputes in the contract.

The Chief Engineer (C-Dam Safety & DRIP) has requested sanction to appoint Sri. M.V George, District & Sessions Judge (Retd.) as the sole arbitrator for settling the issues of the contract and the Fee of arbitration is as determined by the arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996.

The matter was placed before the Full Time Directors as per the note read as 3rd above Having considered the matter, the Full Time Directors of KSEBL in the meeting held on 20.01.2021 Resolved to accord sanction to appoint Sri. M.V George, District & Sessions Judge (Retd), Vellaramkunnil, TC3/2574, Marappalam Jn. Pattom P.O, Thiruvanthapuram 695004 as the sole Arbitrator for settling the disputes in the contract work "DRIP - Improvement of basic facilities under Kuttiady Augmentation Scheme (Part II)- Metaling and chipping carpet of replacement road No. II and protective works" with fee for arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The Chief Engineer (Civil –Dam Safety & DRIP) shall take further action in this regard

Orders are issued accordingly

By Order of the Full Time Directors

Sd/-

LEKHA.G

Company Secretary i/c

To: The Chief Engineer (Civil-Dam Safety & DRIP) ,Pallom

Copy to: 1. The Financial Adviser/ The Chief Internal Auditor

2. The RCAO/RAO

3. The Deputy Chief Engineer (IT)

4. TA to CMD/ Dir(D,IT&HRM)/ Dir(T&SO)/Dir (GE&SCM)/Dir(Plg&S)/Dir(GC)

5. PA to Dir (F)/Company Secretary

6. FC Supdt/ Librarian/Stock file / File

Forwarded / By Order


Assistant Executive Engineer