

पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०

(उत्तराखण्ड सरकार का उपक्रम)

निदेशक (परियोजना) कार्यालय

विद्युत भवन, नजदीक-आई०एस०बी०टी० क्रॉसिंग, सहारनपुर रोड, माजरा, देहरादून-248002
दूरभाष नं० 0135-2645753 फ़ैक्स नं० 0135-2645753 ई-मेल shrawan_k_sharma@ptcul.org

No. 275/Dir. (Projects)/PTCUL/ MYT

Date: 19/02/2016

To,

The Secretary
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan",
Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)

Sub: Power Transmission Corporation of Uttarkhand Limited's Petition for True up for FY 2014-15, Annual Performance Review for FY 2015-16 and Multi Year Tariff Petition for the Control Period 2016-17 to 2018-19.

Sir,

Kindly take reference of Hon'ble UERC letter no UERC/6/TF-286/15-16/2016/1705 dated 12.02.2016 on above mentioned subject vide which PTCUL was directed to submit the point-wise replies duly quoting titles/sub-titles and S.No. Identical with the deficiencies /shortcomings as per Annexure-A of above mentioned letter.

In compliance of the same, point-wise replies duly quoting titles/sub-titles and S.No. Identical with the deficiencies /shortcomings are being submitted herewith as directed by the Hon'ble Commission.

Submitted for kind consideration of the Hon'ble Commission.

Encl: As above.

Thanking you,

Yours Faithfully,

(S.K. Sharma)

Director (Projects)

Cc:-

1. PS to MD, PTCUL for kind information of Managing Director, PTCUL.

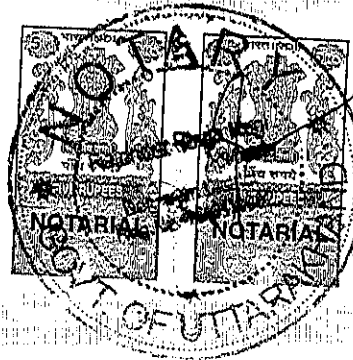
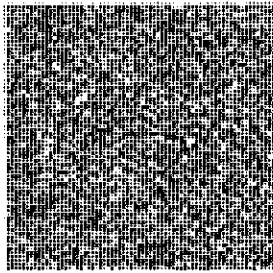


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INDIA NON JUDICIAL Government of Uttarakhand

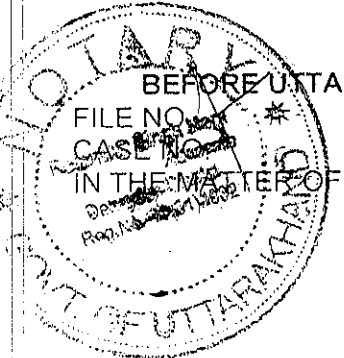
e-Stamp

Certificate No.	: IN-UK009705257834910
Certificate Issued Date	: 20-Jan-2016 03:08 PM
Account Reference	: NONACC (SV)/ uk1208204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK1208204016671092097270
Purchased by	: DIRECTOR PROJECT P T C U L DEHRADUN
Description of Document	: Article 4 Affidavit
Property Description	: 10 RUPEES STAMP DUTY PAID
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NA
Second Party	: DIRECTOR PROJECT P T C U L DEHRADUN
Stamp Duty Paid By	: DIRECTOR PROJECT P T C U L DEHRADUN
Stamp Duty Amount(Rs.)	: 10 (Ten only)



Attach No.
 RAJESH KUMAR RAJAWAT
 STAMP DUTY OFFICER
 Court Compound, Dehradun

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BEFORE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION, DEHRADUN

FILE NO.
 CASE NO.
 IN THE MATTER OF:
 Dehradun, Uttarakhand
 IN THE MATTER OF:

Filing of Petition for approval of Multi Year Tariff Petition for control period 2016-17 to 2018-19, determination of tariff for FY 2016-17, True-up of FY 2014-15 and Annual Performance Review for FY 2015-16 for PTCUL (Reply of UERC Letter No. UERC/6/TF-286/15-16/2016/1705 dated 12.02.2016).
 AND
 Power Transmission Corporation of Uttarakhand Ltd.
 Vidyut Bhawan", 132KV Substation Majra, Saharanpur Road,
 Near I.S.B.T. Crossing, Dehradun 248002.

.....Petitioner

Director (Projects)
PTOUL, Dehradun

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcllostamp.com". Any e-stamp not appearing in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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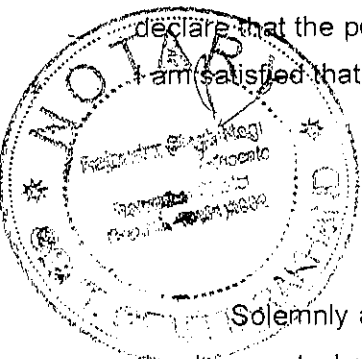
Affidavit

I, S.K. Sharma, S/o Lt. Sh. C.D.Sharma aged about 60 years; Director, Power Transmission Corporation of Uttarakhand Ltd., "Vidyut Bhawan", 132KV Substation Majra, Saharanpur Road, Near I.S.B.T. Crossing, Dehradun, the deponent named above do hereby solemnly affirm and state on oath as under:-

1. That the deponent is the Director who is authorized as per the resolution of the company (In case the Petitioner is a Company) dated 27.11.2015 and is acquainted with the facts deposed to below.
2. I, the deponent named above do hereby verify that the contents of the paragraph Nos. 1 of the affidavit and the statements made and data presented in the accompanying petition are true to my personal knowledge and are based on present information/ records of the Company and are based on estimation arising from present data/ records of the company which I believe to be true and verify that no part of this affidavit is false and nothing material has been concealed

S.K. Sharma
Director (Projects)
PTCUL Dehradun
(Deponent)

I, Shailendra Pandey Advocate, Dehradun do hereby declare that the person making this affidavit is known to me through the perusal of records and I am satisfied that he is the same person alleging to be deponent himself.



Shailendra Pandey
Advocate

Solemnly affirmed before me on this 19 day of 2 2016 at a.m. / p.m. by the deponent who has been identified by the aforesaid Advocate.

I have satisfied myself by examining the deponent that he understood the contents of the affidavit which has been read over and explained to him. He has also been explained about section 193 of Indian Penal Code that whoever intentionally gives false evidence in any of the proceedings of the Commission or fabricates evidence for purpose of being used in any of the proceedings shall be liable for punishment as per law.


This affidavit is sworn before me
Shri. S. P. Sharma
who is identified by Shri.
of Dehradun on

(Notary Public)

S. P. Sharma
(Rajender Singh Negi)
Advocate & Notary, Dehradun

Additional information required post TVS-MYT petition

Query No.	Commission's query	Petitioner's response
1	As mentioned in the table below, it has been observed from the Balance sheet of FY 2013-14 and FY 2015-16 (till Sep, 2015), that the amount deducted from the CWIP on the account of capitalization is more than the actual amount capitalized during respective years... In this regard, petitioner is required to submit a detailed write-up along with some instances resulting in less addition/capitalization as compared to deduction from CWIP during the year.	The explanation as sought is being submitted as Annexure 1 for the perusal of the Hon'ble commission.
2	Petitioner is required to submit the reason for claiming part capitalization for FY 2014-15 in case of first capitalization under various schemes (REC IV, REC V, PFC - 09303005, PFC - 09303006, PFC - 09303007, PFC - 09303008 and PFC - 09303012) such as (i) under REC IV scheme petitioner has claimed capitalization of Rs. 16.77 Crore against approved cost of Rs. 24.93 Crore for 132 kV S/s Haridwar Road Dehradun (80 MVA) (ii) under PFC - 09303005 scheme, Petitioner has claimed capitalization of Rs. 0.37 Crore against the approved cost of Rs. 4.79 Crore.	It is submitted to the Hon'ble commission that though the projects are capitalized only after completion/commissioning, the capitalization may be done in parts owing to the bills received in parts for the corresponding projects. For the projects as pointed out by the Hon'ble commission, (i) 132 kV S/s Haridwar Road Dehradun (Laltappar) (80 MVA), an amount of Rs. 16.77 Crore has been capitalized in FY 2014-15 and another Rs. 0.26 Crore is scheduled to be capitalized in FY 2015-16. (ii) under PFC - 09303005 scheme (Increasing capacity of existing 132/33 Bhowali S/s), an amount of Rs. 0.37 Crore has been capitalized in FY 2014-15 and another Rs. 2.36 Crore has been capitalized in FY 2015-16.
3	In case of REC II, petitioner is required to submit the award price for the asset "LILO of 132 kV Almora-Pithoragarh line for 220 kV S/s Pithoragarh (PGCIL)" along with supporting documents.	The detailed documents for the supply and erection of the asset "LILO of 132 kV Almora-Pithoragarh line for 220 kV S/s Pithoragarh (PGCIL)" are being submitted as Annexure 2 for the perusal of the Hon'ble commission.
4	Petitioner is required to submit a sanction letter of financial institution for PFC-09303002 scheme.	The sanction letter of financial institution for PFC-09303002 scheme is being submitted as Annexure 3 for the perusal of the Hon'ble commission.
Supplement	With reference to Hon'ble commission's letter dated 03.02.2016, query no.1, the commission had asked for the electrical inspector certificates for the works completed in 2014-15. In the Petitioner's response dated 10.02.2016, PTCUL had provided the electrical inspector certificates for all the mentioned projects except for 20 MVA Transformer replaced at 132 kV S/s Ramnagar' and 'Construction of 33 kV Bay at 220/132/33 kV S/s, Pantnagar & Haridwar on turnkey basis'.	It is submitted to the Hon'ble commission that the Electrical inspector certificate for the projects - '20 MVA Transformer replaced at 132 kV S/s Ramnagar' and 'Construction of 33 kV Bay at 220/132/33 kV S/s, Pantnagar & Haridwar on turnkey basis' have now been received and the same are being submitted as Annexure 4 for the perusal of the Hon'ble commission. Also, other completed projects for which the Electrical inspector certificates have now been received are also being submitted as Annexure 4.


Director (Projects)
PTCUL, Dehradun

Annexure 1 – Write-up on Query No.1

Write-up

In this regard, it is to inform that in the FY 2013-14, there were inter-unit- transfer from the AG Code-14 (CWIP) of entries related to IDC/government gurantee/ employee cost being done at the corporate office and has been transferred to the concerned unit / project wing. Due to this credit or deduction from CWIP is at the higher level as compared to addition in the fixed assets in the FY 2013-14.

Case (1) :- Inter-unit -transfer of balances of CWIP pertaining to different works etc from one unit to other.

		Narration	Particulars	Account Code	DEBIT	Particulars	Account Code	CREDIT
A	Corporate office, Dehradun	Transfer of balance of gurantee fee from Corporate office to Project unit.	Inter-Unit-Transfer	AG-32.01	1000	CWIP	AG-14	1000
B	Project/unit	Receipt of balance of gurantee fee from corporate office.	CWIP	AG-14	1000	Inter-Unit-Transfer	AG-32.01	1000
		Tranfer of CWIP to Fixed asset on completion of the work.	Fixed Asset	AG-10	1000	CWIP	AG-14	1000
			Total Dr	AG-14	1000	Total Cr	AG-14	2000

From above it is clear that the credit in CWIP will be higher in the current year while capitalisation will be on lesser side. Credit/deduction in CWIP is higher due to accounting transanction only.

Case (2) :- Received back of material from work to stock .

There are also cases when the material issued to CWIP is received back to stock due to non- consumption of the material in the concerned work. In this case also the credit/deduction in CWIP will be on higher side as compared to the capitalisation done.

Therefore, credit/deduction in CWIP does not imply that there is capitalisation of the same amount but there may be other cases also as explained above.

AC
(Accd.)

AO

SP/O

DGM(F)

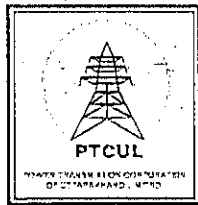
GM(F)

Director (Project)
PTCUL, Dehradun

Annexure-2

CORPORATE OFFICE

Power Trans. Corp. of Uttarakhand Ltd
(A Govt. of Uttarakhand Undertaking)
132 KV Substation Majra,
Dehradun (Uttarakhand)
Tel:



कारपोरेट आफिस
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
(उत्तराखण्ड सरकार का उपक्रम)
132 केवी उपस्थान, गाजरा,
देहरादून (उत्तराखण्ड)
दूरभाष:

No. 533 /GM(C&P)/PTCUL/DGM(C&P-III)/E-tender/TL-14/2008-09

Date: 12.03.2010

Subject: Order for supply of material for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh (PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09.

M/s Kashmiri Lal Constructions (P) Ltd.,

(Lead Partner in JV between M/s KCPL and M/s Utkal Glavanizers Ltd., Bhubaneswar)

440, Khari Bazar,

Ranikhet-263645, District Almora

(Uttarakhand)

e-mail: kcpl_hydro@rediffmail.com & kcpl@indiatimes.com

Dear Sirs,

Please refer to your offer for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL)" as per tender specification No. PTCUL/E-Tender/TL-14/2008-09, the counter offer (LOA) no.482/GM(C&P)/PTCUL/DGM(C&P-III)/E-tender/TL-14/2008-09 dated 06.03.2010 and your acceptance to same. An order is hereby placed for supply of material for erection, testing & commissioning of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh (PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09, on the following rates, terms & conditions:-

Price Schedule-A(Supply) :-

										(In Rs.)
Sl. No	Description of Material	Unit	QTY	Unit Ex-works prices (Rs.)	Unit Freight	Unit Packing Forwarding Unloading & Stacking Insurance for transit cum 30 days storage	Excise Duty & Cess (Rs.)	Sale Tax/VAT (Rs.)	Unit F.O.R. Destination on prices (5+6+7+8+9) (Rs.)	Total (4*10)
1	2	3	4	5	6	7	8	9	10	11
1	Supply of panther ACSR conductor	Km	61.2	137500	3750	Included	Included	Included	141250	8644500
2	Supply of B, C type 132 KV fabrication galvanized steel lattice double circuit standard tower and their extension including stubs cleats, bolt, nut, washers and step bolts etc. as per approved drawing and technical specification as required for proper erection of tower.	MT	250	72500	3750	Included	Included	Included	76250	19062500
3	supply of 7/10 SWG earth wire as per approved technical specification	Km	10.5	36875	2500	Included	Included	Included	39375	413437.5
4	supply of fitting accessories									
a)	Single tension fitting of ACSR conductor panther	Nos.	380	2600	75	Included	Included	Included	2675	1016500
b)	Vibration damper suitable for ACSR panther conductor	Nos	380	594	25	Included	Included	Included		235220

Dy.G.M. (C&P)
PTCUL
Dehradun



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c)	Tension clamp for 7/10SWG earth wire	Nos	70	606	25	Included	Included	Included	631	44170
d)	Vibration damper suitable for 7/10 SWG earth wire	Nos	70	469	19	Included	Included	Included	488	34160
e)	phase plate	Sets	30	250	13	Included	Included	Included	263	7890
f)	Number plate	Nos	30	156	13	Included	Included	Included	169	5070
g)	Danger Plate	Nos	30	250	13	Included	Included	Included	263	7890
h)	Mid span joint for ACSRpanther	Nos	30	606	19	Included	Included	Included	625	18750
i)	Mid span joint for 7/10 SWG earth wire	Nos	10	313	10	Included	Included	Included	323	3230
j)	repair sleeves for ACSR panther conductor	Nos	20	206	6	Included	Included	Included	212	4240
k)	repair sleeves for 7/10 SWG earth wire	Nos	10	206	6	Included	Included	Included	212	2120
l)	Copper bond	Nos	60	475	6	Included	Included	Included	481	28860
m)	counter poise earthing set (4 nos 30 mtrs long along with lugs	Sets	30	7500	500	Included	Included	Included	8000	240000
n)	Disc insulator	Nos	3600	700	50	Included	Included	Included	750	2700000
o)	Template of B type tower	MT	4	72500	3750	Included	Included	Included	76250	305000
p)	Template of C type tower	MT	5	72500	3750	Included	Included	Included	76250	381250
q)	MS steel	MT	1	62500	2500	Included	Included	Included	65000	65000
TOTAL										33219787.50

Total value of order for supply contract including all taxes, VAT, levies, duties, entry tax, Octroi, etc. is **Rs. 3,32,19,787.50 (Rupees Three Crore Thirty Two Lacs Nineteen Thousand Seven Hundred Eighty Seven and Paise Fifty only).**

Total supply price (including all taxes, VAT, duties, levies, entry tax, octroi, service tax etc.) - **Rs. 3,32,19,787.50**

1.0 CONTRACT VALUE:

Total value of contract as per this order: for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL)" on turn key basis (for supply & erection) including taxes, duties, levies, entry tax, octroi, service tax and value added tax is **Rs. 5,47,01,121.50 (Rupees Five Crore Forty Seven Lacs One Thousand One Hundred Twenty One and Paise Fifty Only).**

2.0 PRICE STRUCTURE:

The price shall remain variable.

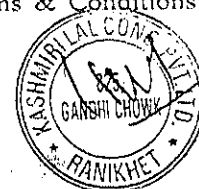
3.0 CONDITIONS:

All terms and conditions shall be as per tender document no. PTCUL/E-Tender/TL-14/2008-09.

4.0 TAXES AND DUTIES:

The taxes and duties will be as per clause no. 14.0 of Instructions to Bidder & as per clause no. 7 of Special Conditions of Contract and as per clause no. 16 of General Terms & Conditions of contract of the bid documents.

Dy. C.M. (C&P)
PTCUL
Dehradun



Contd.

5.0 **STATUTORY VARIATIONS:**

- a) Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the Company's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the Corporation.
- b) No statutory variation shall be admitted, if the excise duty becomes payable because of exceeding the prescribed limits for turnover or for any such other reasons.
- c) Any tax levied by the statute after commencement of the contract may be reimbursed on submission of payment proof. However this reimbursement shall be at the solely discretion of the principal (owner) in case any tax is withdrawn/exempted, the benefit shall be passed on to the owner.

6.0 **AWARD OF CONTRACT AND ITS SCOPE:**

a) **Supply of Material**

Scope shall be as per the technical specification given in the tender specification no. PTCUL/E-Tender/TL-14/2008-09.

Fabrication, Galvanizing and supply of various types of Towers/ Tower Extensions & Template as per PTCUL Design/ Drawings, Nuts & Bolts, Step Bolts with Flat Washers (5mm), D- Shackles and all type of Tower Accessories like Phase Plate, Number Plate, Danger Plate, Circuit Plate as per PTCUL Specification. Manufacture, Testing and Supply of Line Materials namely ACSR Panther Conductor, Insulator, Earthwire, Hardware Fittings and Accessories for Conductor and Earthwire as per PTCUL Specification.

The materials for which rates are not provided in the Schedule of prices and it to be carried out necessarily for completion of the work the same shall be applicable as mutually agreed upon and in case of any dispute the matter shall be resolved as per provisions of tender specification clauses.

The scope of work under this Letter of Award shall also include all such items, which are not specifically mentioned in the Bidding Documents and / or firm bid but are necessary for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09 on turn key basis.

b) **Supply and Commissioning**

The transfer of title in respect of equipment and materials to be supplied by you to PTCUL, pursuant of terms of this Contract, shall pass on to PTCUL, Further, this transfer of title shall not be construed as 'Taking Over' of equipment and materials. You shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specification until 'Taking Over' and the fulfillment of guarantee provisions under the contract.

Two separate contracts one for **Supply of Material and another of erection, Commissioning & Testing of Transmission Line** shall be executed. You shall be fully responsible for the work to be executed & supply of material and it is expressly understood by that any breach under the Supply Contract or Erection Contract shall automatically be deemed as a breach of this Contract and any such breach or occurrence shall give us a right to terminate this Contract and/ or recover damages under this Contract as well. However, such breach or occurrence in the Contract shall not automatically relieve you of any of your obligations under this Contract. It is expressly understood and agreed by you that the equipment/ material supplied by you under this Contract when erected, strung and the transmission line is commissioned under the Supply Contract and Erections Contract shall give satisfactory performance in accordance with the Bidding Documents.

7.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE DEPOSIT:**

Security deposit cum performance guarantee deposit @10% of contract value shall be submitted in form of bank guarantee in favour of General Manager (Project), PTCUL, 132 KV S/s Campus Majra, Dehradun in prescribed Performa. The bank guarantee furnished should have clear one time validity till the completion of the order in all respect and up to the expiry of two years and 60 days after satisfactory commissioning. **Bank guarantee for interim period will not be allowed.** If by any reason the contract period is extended then contractor should undertake to renew the bank guarantee at least one month before the expiry of validity failing which owner will be at liberty to redeem the same, without entering into further correspondence in the matter. The bank guarantee should be on Non Judicial Stamp Paper of value based on stamp duty act of the state and shall be submitted before signing of agreement and within 30 days from the date of receipt of order

Dy.C.M. (C&P)
PTCUL
Dehradun



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8.0 **DATE OF START OF WORK (EFFECTIVENES OF CONTRACT):**

Contract shall be considered as having come in to force from the date of issue of letter of award i.e. 06.03.2010.

9.0 **COMPLETION PERIOD:**

9.1 Overall Completion period, for this Contract will be 12 months from date of issue of letter of award.

9.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.

9.3 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the Company/Engineer and is complete in all respects as per the terms and conditions of this Contract.

10.0 **GUARANTEE PERIOD :**

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship and defect/ wrong design etc. for a period of two years from the date of commissioning of project.

11.0 **PENALTY FOR DELAY**

11.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observe Any delay that may take place in supply and erection beyond Contractual cut off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week or part thereof with a ceiling of 10 % of the total contract value.

11.2 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the Corporation.

11.3 Tenderer shall have to supply all materials to match with the erection activities.

12.0 **BREACH OF ANY CONTRACT**

The break-up of contract price for the purpose of payment is given in schedule-A of this supply contract and is Rs. 3,32,19,787.50 (Rupees Three Crore Thirty Two Lacs Nineteen Thousand Seven Hundred Eighty Seven and Paise Fifty only)

Notwithstanding of the breakup of contract price, the contract shall at all times be construed as single source responsibility contract and any breach in any part shall be treated as breach of entire contract.

13.0 **ENGINEER OF THE CONTRACT**

Dy. General Manager(C&P-III), PTCUL is the Engineer of the Contract who shall be placing the order for the work with the Contractor and signing the contract agreement and who has been inherently vested with such powers by corporation in this behalf and shall act as Engineer for the purpose of the contract.

14.0 **ENGINEER IN-CHARGE**

'Engineer in-Charge' shall be the DGM(PI), PTCUL, Haldwani or the officer authorized by him in writing to supervise the work and be in charge of the work.

15.0 **TERMS OF PAYMENT:**

The payment for materials to be supplied for the project shall be made as per clause 13.0 & 13.1 of special conditions of contract (SCC) of tender document no. PTCUL/E-Tender/TL-14/2008-09 .

16.0 **SETTLEMENT OF DISPUTES & ARBITRATION**

Settlement of Disputes & Arbitration will be as per clause 45.0 of General Terms & Conditions of contract of tender specification no. PTCUL/E-Tender/TL-14/2008-09.

17.0 **VARIATION IN QUANTITY**

The quantities mentioned in the specifications are purely tentative & can vary to any extent on either side as per site requirements of the owner at the unit price mentioned in the schedule, subject to variation of 20 % of the total contract value

Dy.G.M. (C&P)
PTCUL
Dehradun



Contd...5

18.0 MODE OF DESPATCH

The material shall be dispatched by road transport from contractor's works to destination in Uttarakhand as per allotment and detailed instructions given to them by Dy.General Manager (QA&QC) Vasant Vihar, Dehradun duly insured against all risk.

19.0 NOTICE TO THE CONTRACTORS

Any notice to be given to the contractor may, if the purchaser thinks fit, be given by Registered Post/Speed Post at the address given below:

M/s Kashmiri Lal Constructions (P) Ltd.,
440, Khari Bazar,
Ranikhet-263645, District Almora
(Uttarakhand)

20.0 In case you fail to complete the project in time due to reasons attributed to the contractor then PTCUL may off load balance work as per contract.

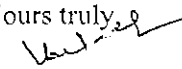
21.0 COURT OF COMPETENT JURISDICTION:

All disputes arising out and touching or relating to the subject matter of agreement shall be subject to the jurisdiction of local court Dehradun and High Court of Judicature at Nainital only.

22.0 All terms and conditions shall be as per contract. In case of any contradictions in provisions under ITB, ECC, special conditions of contract, Form A/B etc. given in this contract, the provisions in special conditions of contract shall prevail.

Enclosure:

1. Commercial & Technical Specification No. PTCUL/E-Tender/TL-14/2008-09

Yours truly,


(Vikas Sharma)

Dy. General Manager (C&P-III)

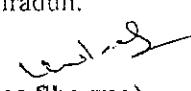
533
No. GM(C&P)/PTCUL/DGM(C&P-II)/PTCUL/E-Tender/TL-14/2008-09. Date : 12.03.2010

Copy forwarded to the following for kind information and necessary action:-

1. PS to MD, PTCUL, 7 B, Street No.-1 Vasant Vihar Enclave, Dehradun.
2. Executive Director (Project), PTCUL, Urja Bhawan Complex, Dehradun.
3. General Manager(C&P), PTCUL, 132 KV Substation Campus Majra, Dehradun .
4. General Manager (Project), PTCUL, 132 KV Substation Campus Majra, Dehradun
5. General Manager (Finance), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun.
6. Dy. General Manger (Engg.), PTCUL, 132 KV Substation Campus Majra, Dehradun .
7. Dy. General Manager (QA&QC), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun
8. Dy. General Manager (CP&M), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun
9. Dy. General Manager (Project Implementation), PTCUL, Haldwani
10. Dy. Chief Account Officer, PTCUL, Urja Bhawan Complex, Dehradun.



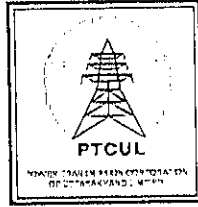



(Vikas Sharma)
Dy. General Manager (C&P-III)

Dy.G.M. (C&P)
PTCUL
Dehradun

12-03-2010

CORPORATE OFFICE
Power Trans. Corp. of Uttarakhand Ltd
(A Govt. of Uttarakhand Undertaking)
132 KV Substation Majra,
Dehradun (Uttarakhand)
Tel:



कारपोरेट आफिस
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
(उत्तराखण्ड सरकार का उपक्रम)
132 केवी उपस्थान, माजरा,
देहरादून (उत्तराखण्ड)
दूरभाष:

No. 434 /GM(C&P)/PTCUL/DGM(C&P-III)/E-tender/TL-14/2008-09

Date: 12.03.2010

Subject: Order for erection of material for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh (PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09.

M/s Kashmiri Lal Constructions (P) Ltd.,
(Lead Partner in JV between M/s KCPL and M/s Utkal Glavanizers Ltd., Bhubaneswar)
440, Khari Bazar,
Ranikhet-263645, District Almora
(Uttarakhand)
e-mail: kcpl_hydro@rediffmail.com & kcpl@indiatimes.com

Dear Sirs,

Please refer to your offer for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09, the counter offer (LOA) no 483/GM(C&P)/PTCUL/DGM(C&P-III)/ E-Tender/TL-24/2008-09 dated 06.03.2010 and your acceptance to same. An order is hereby placed for erection, testing & commissioning of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL) "as per tender specification No. PTCUL/E-Tender/TL-14/2008-09, on the following rates, terms & conditions:-

Price Schedule-(B) Erection:-

(In Rs.)

Sl. No.	Details of Work	Unit	Qty.	Unit Rates (Rs.)	Service Tax & Rates	Unit Rates including Service Tax(5+6)	Total (4*8)
1	2	3	4	5	6	7	8
1	Survey Profiling, Alignment etc. including preparation of Tower schedule, Check survey, pegmarking of location	Km.	10	21960	896	22856	228560
2	Setting of Stubs, including all foundation work but excluding the cost of concreting and excavation						
a)	B type (0o- 30o) tower	Nos.	20	3660	149	3809	76180
b)	C type (30o- 60o) tower	Nos.	10	4575	187	4762	47620
3	Cost of concreting of foundation pits, including all materials shoring & suttering, if any forming, concreting and curing work, including cost of cement, for 1:1.5:3 mixed concrete.	Cum.	400	9608	392	10000	4000000
4	Benching and leveling for preparation of surface for tower foundation at hill.						
i)	Normal Soil	Cum.	8000	227	9	236	1888000
ii)	Soft Rock	Cum.	8000	366	15	381	3048000
iii)	Hard rock	Cum.	50	2288	93	2381	119050
5	cost of excavation of foundation pits including all earth work back filling and leveling also.						
i)	Normal Soil	Cum.	1000	275	11	286	286000
ii)	Soft Rock	Cum.	1000	412	17	429	429000
iii)	Hard rock	Cum.	50	2745	112	2857	142850

Dy. C.M. (C&P)
PTCUL
Dehradun



Contd...2

6	Super structure erection including all work above ground level excluding hoisting of insulators & fitting of danger, number phase plate and bird guards. Track welding of bolt and nuts with washers in half circle, grounding work (counter poise type in hill area) for B & C type tower including +3 mtr. or + 6 mtr extantion where ever required	MT	250	9608	392	10000	2500000
7	Laying, Stringing Tensioning, clamping, jointing etc. complete with ACSR panther conductor including hoisting of insulators and fitting of vibration dampers etc. for complete route of the line of all the six. power power conductor.	Kms.	10	128100	5225	133325	1333250
8	Laying, Stringing Tensioning, clamping, jointing etc. complete with single earth wire 7/10 SWG including fitting of all necessary accessories for complete route Km. of the one earth wire.	Kms.	10	18300	746	19046	190460
9	Revetment with rough stones and random rubbles with 1:5 cement mortar including cost of all material, labour and T&P, excavation back filling, levelling etc.	Cum.	3000	1175	48	1223	3669000
10	Cement concreting required for bottom pad for revetment work in 1:4:8 ratio in 40 mm stone ballast.	Cum.	450	6750	275	7025	3161250
11	Cement concreting required for top of revetment walls in 1:3:6 ratio in 20 mm stone ballast.	Cum.	30	6750	275	7025	210750
12	Tack welding on bolts and nuts on first section of the tower	NO	30	3750	153	3903	117090
13	Fixing of number plate, phase plate, danger plate	Sets	30	915	37	952	28560
14	M.S iron barswork including cutting, bending, shaping etc.	MT	1	5490	224	5714	5714
TOTAL Erection							21481334.00

Total erection price (including all taxes, service tax etc.) - Rs. 2,14,81,334.00 (Rupees Two Crore Fourteen Lacs Eighty One Thousand Three Hundred Thirty Four Only)

1.0 CONTRACT VALUE:

Total value of contract as per this order: for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL)" on turn key basis (for supply & erection) including taxes, duties, levies, entry tax, octroi, service tax and value added tax is Rs. 5,47,01,121.50 (Rupees Five Crore Forty Seven Lacs One Thousand One Hundred Twenty One and Paise Fifty Only).

2.0 PRICE STRUCTURE:

The price shall remain variable.

3.0 CONDITIONS:

All terms and conditions shall be as per tender document no. PTCUL/E-Tender/TL-14/2008-09.

4.0 TAXES AND DUTIES:

The taxes and duties will be as per clause no. 14.0 of Instructions to Bidder & as per clause no. 7 of Special Conditions of Contract and as per clause no. 16 of General Terms & Conditions of contract of the bid documents.

Dy. G.M. (Exp)
PTCUL
Dehradun



Contd....3

5.0 STATUTORY VARIATIONS:

- a) Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the Company's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the Corporation.
- b) No statutory variation shall be admitted, if the excise duty becomes payable because of exceeding the prescribed limits for turnover or for any such other reasons.
- c) Any tax levied by the statute after commencement of the contract may be reimbursed on submission of payment proof. However this reimbursement shall be at the sole discretion of the principal (owner) in case any tax is withdrawn/exempted, the benefit shall be passed on to the owner.

6.0 AWARD OF CONTRACT AND ITS SCOPE

a) Erection & Commissioning

Scope shall be as per the technical specification given in the tender specification no. PTCUL/E-Tender/TL-14/2008-09.

The scope of work under this Letter of Award shall also include all such items, which are not specifically mentioned in the Bidding Documents and /or firm bid but are necessary for construction of "132 KV D/C Transmission line from 220 KV Substation Pithoragarh (PGCIL) to 132 KV Substation Pithoragarh(PTCUL)" on turn key basis.

The transfer of title in respect of equipment and materials to be supplied by you to PTCUL, pursuant of terms of this Contract, shall pass on to PTCUL, Further, this transfer of title shall not be construed as 'Taking Over' of equipment and materials. You shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specification until 'Taking Over' and the fulfillment of guarantee provisions under the contract.

Two separate contracts one for **Supply of Material and another of erection, commissioning & Testing of Transmission line** shall be executed. You shall be fully responsible for the work to be executed & supply of material and it is expressly understood by that any breach under the Supply Contract or Erection Contract shall automatically be deemed as a breach of this Contract and any such breach or occurrence shall give us a right to terminate this Contract and/ or recover damages under this Contract as well. However, such breach or occurrence in the Contract shall not automatically relieve you of any your obligations under this Contract. It is expressly understood and agreed by you that the equipment/ material supplied by you under this Contract when erected, strung and the Transmission Line is commissioned under the Supply Contract and Erection Contract shall give satisfactory performance in accordance with the Bidding Documents.

7.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE DEPOSIT:

Security deposit cum performance guarantee deposit @10% of contract value shall be submitted in form of bank guarantee in favour of General Manager (Project), PTCUL, 132 KV S/s Campus Majra, Dehradun in prescribed Performa. The bank guarantee furnished should have clear one time validity till the completion of the order in all respect and up to the expiry of two years and 60 days after satisfactory commissioning. **Bank guarantee for interim period will not be allowed.** If by any reason the contract period is extended then contractor should undertake to renew the bank guarantee at least one month before the expiry of Validity failing which owner will be at liberty to redeem the same, without entering into further correspondence in the matter. The bank guarantee should be on Non Judicial Stamp Paper of value based on stamp duty act of the state and shall be submitted before signing of agreement and within 30 days from the date of receipt of order.

8.0 DATE OF START OF WORK (EFFECTIVENES OF CONTRACT):

Contract shall be considered as having come in to force from the date of issue of letter of award i.e.06.03.2010

9.0 COMPLETION PERIOD:

9.1 Overall Completion period, for this Contract will be—12 months from the date of issue of letter of award

Dy.G.M. (C&P)
PTCUL
Dehradun



Contd...4

- 9.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.
- 9.3 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the Company/Engineer and is complete in all respects as per the terms and conditions of this Contract.

10.0 **GUARANTEE PERIOD:**

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship and defect/ wrong design etc. for a period of two years from the date of commissioning of project.

11.0 **PENALTY FOR DELAY**

11.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week or part thereof with a ceiling of 10 % of the total contract value.

11.2 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the Corporation.

11.3 Tenderer shall have to supply all materials to match with the erection activities.

12.0 **BREACH OF ANY CONTRACT**

The break-up of contract price for the purpose of payment is given in schedule-B of this erection contract and is Rs. 2,14,81,334.00 (Rupees Two Crore Fourteen Lacs Eighty One Thousand Three Hundred Thirty Four Only).

Notwithstanding of the breakup of contract price, the contract shall at all times be construed as single source responsibility contract and any breach in any part shall be treated as breach of entire contract.

13.0 **ENGINEER OF THE CONTRACT**

Dy. General Manager(C&P-III), PTCUL is the Engineer of the Contract who shall be placing the order for the work with the Contractor and signing the contract agreement and who has been inherently vested with such powers by corporation in this behalf and shall act as Engineer for the purpose of the contract.

14.1 **ENGINEER IN-CHARGE**

'Engineer in-Charge' shall be the DGM(PI), PTCUL, Haldwani or the officer authorized by him in writing to supervise the work and be in charge of the work.

15.0 **TERMS OF PAYMENT :**

The payment for erection of the project shall be made as per clause 13.0 & 13.2 of special conditions of contract (SCC) of tender document no. PTCUL/E-Tender/TL-14/2008-09.

16.0 **SETTLEMENT OF DISPUTES & ARBITRATION**

Settlement of Disputes & Arbitration will be as per clause 45.0 of General Terms & Conditions of contract of tender specification no. PTCUL/E-Tender/14/2008-09.

17.0 **VARIATION IN QUANTITY**

The quantities mentioned in the specifications are purely tentative & can vary to any extent on either side as per site requirements of the owner at the unit price mentioned in the price schedule, subject to variation of 20 % of the total contract value.

18.0 **MODE OF DESPATCH:**

The material shall be dispatched by road transport from contractor's works to destination in Uttarakhand as per allotment and detailed instructions given to them by Dy.General Manager (QA&QC) Vasant Vihar, Dehradun duly insured against all risk.

W. S.
By. G.M. (CSP)
PTCUL
Dehradun



Contd...5

19.0 NOTICE TO THE CONTRACTOR

Any notice to be given to the contractor may, if the purchaser thinks fit, be given by Registered post at the address given below:

M/s Kashmiri Lal Constructions (P) Ltd.,
440, Khari Bazar,
Ranikhet-263645, District Almora
(Uttarakhand)

20.0 In case you fail to complete the project in time due to reasons attributed to the contractor then PTCUL may off load balance work as per contract.

21.0 COURT OF COMPETENT JURISDICTION:

All disputes arising out and touching or relating to the subject matter of agreement shall be subject to the jurisdiction of local court Dehradun and High Court of Judicature at Nainital only.

22.0 All terms and conditions shall be as per contract. In case of any contradictions in provisions under ITB, ECC, special conditions of contract, Form A/B etc. given in this contract, the provisions in special conditions of contract shall prevail.

Enclosure:

1. Commercial & Technical Specification No. PTCUL/E-Tender/TL-14/2008-09

Yours truly,

(Vikas Sharma)

Dy. General Manager (C&P-III)

⁵³⁴
No. /GM(C&P)/PTCUL/ DGM(C&P-II)/ PTCUL/E-Tender/TL-14/2008-09. Date : 12.03.2010

Copy forwarded to the following for kind information and necessary action:-

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3. General Manager(C&P), PTCUL, 132 KV Substation Campus Majra, Dehradun .
4. General Manager (Project), PTCUL, 132 KV Substation Campus Majra, Dehradun
5. General Manager (Finance), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun.
6. Dy. General Manger (Engg.), PTCUL, 132 KV Substation Campus Majra, Dehradun .
7. Dy. General Manager (QA&QC), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun
8. Dy. General Manager (CP&M), PTCUL, 7B Street No.-1, Vasant Vihar Enclave, Dehradun
9. Dy. General Manager (Project Implementation), PTCUL, Haldwani
10. Dy. Chief Account Officer, PTCUL, Urja Bhawan Complex, Dehradun.

Vent-2
(Vikas Sharma)

Dy. General Manager (C&P-III)

Dy.G.M. (C&P)
PTCUL
Dehradun



Received
UWW
12/03/2010

Annexure 3 – PFC Sanction letter



अरुणाचल चक्रवर्ती
बी.टेक. (ऑनर्स), एम.एस्.सी., एमआईई
महाप्रबंधक (परियोजना)
ARUNAVA CHAKRAVARTI
B. Tech. (Hons.), M. Sc., MIE
General Manager (Projects)

पावर फाइनेंस कारपोरेशन लिमिटेड
POWER FINANCE CORPORATION LTD.
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

Speed Post

03:04:PTCUL:R&M:I:09303002

May 26, 2009

Shri S K Tomar,
GM (Finance) & Company Secretary,
Power Transmission Corporation of Uttarakhand Limited,
7-B, Lane No. 1, Vasant Vihar Enclave,
Dehradun
Fax: 0135-2762460

Subject: Financial assistance for capital R&M works of various divisions of PTCUL in the state of Uttarakhand.

Ref : PTCUL letter no. 33/DGM(F&CS)/PTCUL dtd 16th January 2009.

Dear Sir,

With reference to your letter regarding financial assistance for Capital R&M works of 400KV Substation (O&M) Division, 220KV O&M Division & 220KV Substation of Rishikesh, 220KV O&M Division SIDCUL, Haridwar; Electricity O&M Division Yamuna Colony, Dehradun; 220KV O&M Division Chamba & Haldwani and 132KV O&M Division Almora of PTCUL involving an estimated cost of Rs. 37.35 Crore, we are pleased to advise that we are generally agreeable to advance loan of ~~Rs. 20.14 crore~~ **(Rupees Twenty Six Crore Fourteen Lakh only)** for the above project of PTCUL. The loan shall be subject to the terms and conditions given in attachment to the sanction letter enclosed with this letter and also to such further terms and conditions as are laid down in the form of Memorandum of Agreement (MOA) to be executed by PFC and PTCUL for the loan.

We request you to communicate within one month & your acceptance to avail the above loan on the said terms and conditions.

The following documents (in the prescribed formats) shall be required at the time of execution/disbursement of loan as per PFC policy applicable:

- (a) Documents required at the time of execution/signing of loan documents:
 - i) Extract of Board Resolution (as per draft enclosed at *Annexure-I*), duly attested by the Company Secretary, accepting the loan on the terms & conditions of PFC and authorizing officer to accept and agree to said terms & conditions and execute the relevant loan documents/undertaking etc.
 - ii) Specimen signatures of authorized signatory duly attested by the Company Secretary.

(S. K. Tomar)
Company Secretary
Power Transmission Corporation

जी. पाकिरराज / G. PACKKIARAJ
उप प्रबंधक (विधि एवं प्रलेखन) / Dy. Manager (L&D)
पावर फाइनेंस कारपोरेशन लि. / P.F.C. Ltd.
"ऊर्जानिधि" 1, बाराखंबा लेन, कनॉट प्लेस,
URJANIDHI-1, Barakhamba Lane, Connaught Place,

ऊर्जानिधि, 1, बाराखंबा लेन, कनॉट प्लेस, नई दिल्ली - 110001 टेलीफोन नं. 23456687
Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001
ई-मेल/E-mail: achakravarti@info.delhi.nic.in

- iii) Certificate from the borrower, that the borrower has received a copy of Operational Policy Statement (OPS) of PFC and confirming that the borrower is aware of the terms and conditions of OPS which shall also apply to this loan. (Annexure 1A)
- iv) Certificate of compliance of laws, bye laws etc. applicable to the borrower to be issued by the Company Secretary, as the case may be.
- v) Certificate in the prescribed format (Annexure-II) that the borrower shall continue to be the owner and in physical possession of the project till the outstanding loan amount is fully liquidated.
- vi) Resolution under section 293(1)(a) and 293(1)(d) of the Companies Act 1956, duly attested by Company Secretary.
- vii) Certificate (Annexure-III) from the Company Secretary/Statutory Auditor that the borrowing is within the borrowing limit of PTCUL, with details thereof.
- viii) Quarter-wise drawl schedule.
- ix) Undertakings in term of clause no. 16 of the Terms & Conditions annexed hereto.

(b) Documents required at the time of disbursement of loan:

- i) Tripartite Escrow Agreement in the prescribed format (Annexure-IV).
- ii) Materials and equipment schedule, in the prescribed format (Annexure-V), for the project/scheme to be financed under the loan.
- iii) PTCUL will furnish the details of assets for hypothecation as security towards the loan to the satisfaction of PFC before execution of the loan documents.

In addition to above, the borrower shall furnish all other documents as may be required in terms of loan. Kind attention is invited to clause 18.0 of Terms & Conditions of sanction, which read as under:-

"The sanction of loan accorded in terms of the sanction letter will stand cancelled if the Borrower fails to execute the complete documents (i.e., MoA alongwith documents required before or at the time of execution of MoA) within a period of six months from the date of sanction letter. The Corporation may, in exceptional cases, agree to extend the aforesaid period of six months, for such further period as it may deem appropriate if the Borrower makes an application to the Corporation before expiry of initial six-months period, duly supported by the reasons for such extension."

Thanking you,

Yours faithfully,

A. Chakravarti

(A Chakravarti)
GM (Projects)
Uttarakhand

Encl. : A/a

S. K. Tomar
S. K. Tomar
Company Secretary
Power Transmission Corporation
of Uttarakhand Limited

A.P.K.
जी. पाकिरराज / G. PAKKIARAJ
उप प्रबंधक (विधि एवं प्रलेखन) / Dy. Manager (L&O)
पावर फाइनेंस कॉर्पोरेशन लि. / P.F.C. Ltd.
"ऊर्जाविधि" 1, बाराखंबा लेन, कनौट प्लेस,
"URJANIDHI" 1, Barakhamba Lane, Connaught Place,
नई दिल्ली / New Delhi-110001



ATTACHMENT TO THE SANCTION LETTER

FOR LOAN NO. 09303002

TERMS AND CONDITIONS OF SANCTION

1.0 AGREEMENT

- 1.1 The Borrower shall execute a Memorandum of Agreement (MOA) in the form prescribed by the Power Finance Corporation Ltd. (the Corporation) for the purpose and submit all other documents as required within six months of the date of letter of sanction of loan.
- 1.2 The Memorandum of Agreement (MOA) shall not be executed in case the borrower has been declared a defaulter by PFC.

2.0 RATE OF INTEREST

- 2.1 The Borrower shall pay interest on the said loan at the rate of *interest prevailing on the date of each disbursement as per PFC policy (presently, it is 11.75% * per annum)* alongwith interest tax at the rate applicable from time to time. The interest in favour of the Corporation shall begin to accrue from the date of payment/issue of cheque by the Corporation. The instalment of interest and interest tax will be payable quarterly on 15th April, 15th July, 15th October and 15th January every year after commencement of disbursement. The amount of interest and interest tax payable will be calculated at the above rates upto the date immediately preceding the due date of payment i.e. 14th day of the month on the amount disbursed/outstanding upto the last day of the preceding month. Computation of interest shall be made on a daily basis using 365 days factor.

* *Effective interest rates after rebate/incentive of 0.25% (presently applicable) for timely payment of dues. PFC shall recover interest from the borrower considering the rates without rebate. The rebate, wherever applicable, shall be refunded to the borrower immediately in cases where the remittances have reached PFC by the due date.*

- 2.2 Notwithstanding anything stated hereinabove, the Corporation shall be at liberty and have the right to enhance the rate of interest on the loan amount or part thereof yet to be disbursed by giving prior written notice to the Borrower of such enhancement. The revised rate shall take effect from such date as may be specified by the Corporation in this behalf.

Amendment required

- 2.3 Notwithstanding anything herein above, the Corporation shall have a right to reset the rate of interest with put option, at the end of every third year beginning with the date of first disbursement. Interest reset, if exercised by the Corporation, shall apply from the standard due date immediately following the end of 3rd year period.

3.0 REPAYMENT OF LOAN

Swalankar

and/or Guarantee Deed and/or any other document for the loan in question. The decision of the Corporation with regard to the amount/loss incurred on these, shall be final and binding on the Borrower.

7.0 **APPROPRIATION OF AMOUNT PAID BY THE BORROWER:**

7.1 The money paid by the Borrower shall be appropriated in the following order:

- a) Costs, charges, expenses, losses, applicable taxes, statutory duties and other moneys;
- b) Interest on costs, charges, expenses, losses, applicable taxes, statutory duties and other moneys;
- c) Penal Interest;
- d) Commitment Charges;
- e) Interest/interest tax;
- f) Repayment of principal in the order of the occurrence of the dues; and lastly,
- g) Prepayment of principal.

8.0 **ALL PAYMENTS TO BE REALISEABLE AT PAR IN NEW DELHI :**

8.1 The Borrower shall so arrange that the amounts due and payable to the Corporation are realiseable by the corporation at par on the due dates of the relevant payments in New Delhi. The Corporation shall prefer and encourage the borrower to make payments of the dues through e-payment systems.

9.0 **MAINTENANCE OF ACCOUNTS AND AUDIT**

9.1 The Borrower shall maintain proper accounts and other records and prepare annual accounts including the profit and loss account and the balance sheet in the forms and manner prescribed under the Electricity Act, 2003 or any other statute as applicable. The Borrower shall furnish to the Corporation the unaudited annual accounts, within three months and audited accounts within seven months of the close of the year to which the accounts relate.

10.0 **INSPECTIONS**

10.1 It would be open to the corporation to depute its officers and other staff/nominees for inspection of the matters relating to this loan and its purposes and the inspecting staff shall have access to such books, records and stores of the Borrowers as will be deemed necessary by the inspecting staff/nominees. The Borrower shall allow all facilities to the inspecting officers/nominees for the purpose of carrying out such inspection and render such explanation or elucidation as may be required by the Corporation and or its nominees and allow the taking of any copies of/or extracts therefrom.

11.0 **REPORTS:**

11.1 The Borrower shall also furnish to the Corporation such reports on its working, either in general or in specific relation to this loan, in the manner as may be prescribed by the Corporation from time to time.

जी. पाकिव्यराज / G. PAKIYARAJ
उप प्रबंधक (वित्त एवं प्रलेखन) / Dy. Manager (L&O)
पावर फाइनेंस कॉर्पोरेशन लि. / P.F.C. Ltd.
"ऊर्जाविधि" 1, बाराखंबा लेन, कर्नाट प्लेस,
नए दिल्ली 110066

13.3 The Borrower shall take all necessary steps to ensure that the project is completed as envisaged in the manner and according to the time schedule envisaged, i.e. by the end of October 2009. *

* Could be reviewed and changed at the time of execution of loan documents

13.4 The procurement by the borrower of the equipment and material agreed to be financed by Corporation shall be done in accordance with the procedure laid down/ mutually agreed by the Corporation and shall be agreed between borrower and the Corporation before or at the time of signing of loan agreement. Such procurement procedure may be either as laid down by the Corporation or as applicable by the International Financial Institution whose loan proceeds may be intended to be availed under the loan or the procurement procedure is being followed by the borrower in case it is acceptable to PFC.

13.5 The borrower shall furnish a completion report on the successful completion of the project within six (6) months of the commercial operation of the project/schemes as per format prescribed by the Corporation.

14.0 DRAWAL OF LOAN

14.1 The Borrower shall before the disbursement of the loan sanctioned, furnish to the Corporation a schedule in the prescribed form containing complete details of the equipments/materials ordered/supplied and/or civil/erection work completed/to be completed for which the payments are required to be made or to become due.

14.2 The Borrower shall have to submit its application for drawal of the loan duly supported by the certificates and documents as required by the Corporation.

14.3 The loan shall be disbursed according to the disbursement procedure of the Corporation, as modified/amended from time to time and/or as mutually agreed. Normally disbursement will be made on the basis of the standard equipments/materials ordered / supplied as required for the completion of the project/programme and payment for these equipments/materials becoming due by the Borrower to the supplier(s) concerned and also in respect of the civil/erection works completed/to be completed for implementation of project/programme through any agency(ies) engaged for the purpose.

14.4 For specific type of loans or sub-projects or loan arrangements tailor made disbursement/reimbursements procedures would be evolved in consultation with the borrower and shall be followed on both sides.

14.5 If desired by the Borrower, the Corporation may make an advance payment as per the disbursement procedure of the Corporation on completion of necessary loan documents. (the certificate/proof, as may be needed by the Corporation, in regard to utilisation of advance will be submitted by borrowers within six months of the drawal or in such time frame as agreed to by the Corporation).

The Corporation shall not be liable for any charge whatsoever for which the Borrower may become liable due to delayed payment in respect of the equipments/materials ordered/supplied or in respect of civil/erection works executed through the agency(ies) engaged.

जी. पाकिव्यराज / G. PAKKIKIARAJ
उप प्रबंधक (विधि एवं प्रलेखन) / Dy. Manager (L&D)
पावर फाइनेंस कॉर्पोरेशन लि. / P.F.C. Ltd.
"ऊर्जाविधि" 1, बाराखंबा लेन, कॉर्पोरेट प्लेस
"URJANIDHI" 1, Barakhamba Lane, Corporate Place,
नई दिल्ली / New Delhi-110041

17.2

If the Borrower defaults in the payment of principal or interest or any other payment required under the loan agreement, the Corporation, at its option, may by notice to the Borrower and to the guarantor, declare the principal of the loan then outstanding to be due and payable immediately together with the interest and other charges thereon, and on such declaration such principal, together with the interest and other charges thereon, shall become due and payable immediately.

18.0

VALIDITY PERIOD OF SANCTION

18.1

The sanction of loan accorded in terms of the sanction letter shall stand cancelled if the Borrower fails to execute the complete documents (i.e., MOA alongwith documents required before or at the time of execution of MOA) within a period of *six months* from the date of sanction letter. The Corporation may, in exceptional cases, agree to extend the aforesaid period of six months, for such further period as it may deem appropriate if the Borrower makes an application to the Corporation before expiry of initial six-month period, duly supported by the reasons for such extension.

19.0

SALE/TRANSFER/ABANDONING OF THE PROJECT BY THE BORROWER

- a) The Borrower must be and continue to be the owner and in physical possession of the project at the time of execution of Memorandum of Agreement, disbursement of each instalment of loan amount and till all the moneys due to the Corporation are fully liquidated by the Borrower.
- b) The Borrower shall not transfer or abandon the project at any stage without written consent of the Corporation. In case at any stage or on a future date, the project is proposed to be transferred to any other organisation or to be abandoned, the entire outstanding eg (principal, interest, interest-tax, service charges, commitment charges, penal interest, interest on penal interest etc.) due from the Borrower shall be paid to PFC before any such transfer is affected.

20.0

MISCELLANEOUS PROVISIONS :

20.1

The Borrower shall be bound to follow and give effect to all instructions/recommendations of the Corporation.

20.2

The said loan shall also be subject to such further terms and conditions as may be laid down in the form of agreement to be executed by the Borrower.

20.3

Notwithstanding the various terms and conditions hereinabove mentioned the Borrower has been given a copy of the Operational Policy Statement (OPS) of PFC and amendments/modifications thereto, for such financial assistance or assistances, and the Borrower is fully aware of the various terms and conditions set out therein which shall apply mutatis-mutandis to this loan as if fully set forth herein and all the provisions set out in the OPS shall be binding on the borrowers. Further the Borrower shall also take note of and comply with any change/revision/modification/ amendments that may be made subsequently and notified by PFC.

20.4

The Corporation shall recover interest tax, if applicable, from the borrower at the applicable rate under Interest Tax Act, 1974.

जी. पाकिरराज / G. PACKKIARAJ
उप प्रबंधक (विधि एवं प्रलेखन) / Dy. Manager (L&D)
पावर फाइनेंस कॉर्पोरेशन लि. / P.F.C. Ltd.
"ऊर्जाविधि" 1, बाराखंबा लेन, कर्नाट प्लेस,
गोमनाथ प्लेस, कर्नाट प्लेस, कर्नाट प्लेस

S. K. Tomar
Company Secretary
Power Finance Corporation Limited

Annexure 4 – Electrical Inspector Certificate

दूरभाष (05946) 262839
281913
फैक्स नं० (05946) 261913

कार्यालय
विद्युत निरीक्षक, उत्तराखण्ड शासन
पंचायत घर, बडी मुखानी, निकट हीरा कान्हेन्ट स्कूल,
हल्द्वानी (नैनीताल)

संख्या 5224 वि०नि०/मु०/आई/11/2015-16

दिनांक 15-2-16

सेवा में,

अधिकासी अभियन्ता,
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
220 के०वी० उपकेन्द्र परिसर, एकीकृत औद्योगिक आस्थान,
सिडकुल, पन्तनगर, जिला - ऊधमसिंहनगर।

विषय: 132 के०वी० सब स्टेशन किच्छा में 1 नग 132 के०वी० बे का निरीक्षण/परीक्षण।

प्रसंग: आपका पत्र संख्या 68 दिनांक 30/01/2013 एवं आप द्वारा जमा निरीक्षण शुल्क रू० 1500/- का
चालान संख्या 102 दिनांक 30/01/2013।

महोदय,

उपरोक्त विषयक 132/33 के०वी० सब स्टेशन किच्छा में निर्मित 132 के०वी० बे 1 नग का
निरीक्षण/परीक्षण अधोहस्ताक्षरकर्ता द्वारा दिनांक 10/11/2015 को किया गया।

विवरण निम्न प्रकार है -

विवरण	1 नग 132 के०वी० बे किच्छा
Isolator	132 KV, 1250 A Motor Operated S & F Power Switthgear Make
Breaker	132 KV SF6 Areava Make
CT	132 KV 800/400/1A CGL Make
LA	132 KV CGL Make
CVT	132 KV CGL Make

निरीक्षण के समय उक्त विद्युत अधिष्ठापन विद्युत सुरक्षा एवं आपूर्ति विनियम 2010 के प्राविधानों
के अन्तर्गत सामान्यतः सन्तोषजनक पाया गया।

कार्य की प्राथमिकता को देखते हुए 132/33 के०वी० सब स्टेशन किच्छा में निर्मित 132 के०वी० 1
नग बे पंतनगर को ऊर्जिकृत करने के पश्चात प्रयोग में लाये जाने की अनुमति प्रदान की जाती है।

भवदीय

(गिरीश चन्द्र)
विद्युत निरीक्षक, उत्तराखण्ड शासन

दूरभाष (05946) 262839
261913
फैक्स नं० (05946) 261913

कार्यालय
विद्युत निरीक्षक, उत्तराखण्ड शासन
पंचायत घर, बडी मुखानी, गिकट हीरा कान्नेन्ट स्कूल,
हल्द्वानी (नैनीताल)

संख्या 5023 वि०नि०/मु०/आई/11/2015-16

दिनांक 15-2-16

सेवा में,

अधिकासी अभियन्ता,
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
220 के०वी० उपकेन्द्र परिसर, एकीकृत औद्योगिक आस्थान,
सिडकुल, पन्तनगर, जिला - ऊधमसिंहनगर।

विषय: 220 के०वी० सब स्टेशन पन्तनगर में 2 नग 33 के०वी० बे का निरीक्षण/परीक्षण।

प्रसंग: आपका पत्र संख्या 820 दिनांक 20/09/2013 एवं आप द्वारा जमा निरीक्षण शुल्क रू० 2100/- का
चालान संख्या 52 दिनांक 18/09/2013।

महोदय,

उपरोक्त विषयक 220/132/33 के०वी० सब स्टेशन पन्तनगर में निर्मित 33 के०वी० बे 2 नग का
निरीक्षण/परीक्षण अधोहस्ताक्षरकर्ता द्वारा दिनांक 10/11/2015 को किया गया।

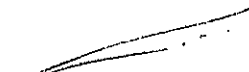
विवरण निम्न प्रकार है -

विवरण	2 नग 33 के०वी० बे पन्तनगर
Isolator	33 KV, 800 A Motor Operated P.R. Engineering Make
Breaker	33 KV SF6 ABB
CT	33 KV 800/400/1A Heptacare/Vishal Make
LA	33 KV Oblem Make

निरीक्षण के समय उक्त विद्युत अधिष्ठापन विद्युत सुरक्षा एवं आपूर्ति विनियम 2010 के प्राविधानों
के अन्तर्गत सामान्यतः सन्तोषजनक पाया गया।

कार्य की प्राथमिकता को देखते हुए 220/132/33 के०वी० सब स्टेशन पन्तनगर में निर्मित 33
के०वी० 2 नग बे पन्तनगर को ऊर्जिकृत करने के पश्चात प्रयोग में लाये जाने की अनुमति प्रदान की जाती
है।

भवदीय


(गिरीश चन्द्र)
विद्युत निरीक्षक, उत्तराखण्ड शासन

दूरभाष (05946) 262839

261913

फैक्स नं० (05946) 261913

कार्यालय
विद्युत निरीक्षक, उत्तराखण्ड शासन
पंचायत घर, बडी मुखानी, निकट हीरा कान्वेन्ट स्कूल,
हल्द्वानी (नैनीताल)

संख्या 5047 वि०नि०/मु०/आई/11/2015-16

दिनांक 16-2-16

सेवा में,

अधिकासी अभियन्ता (परिचालन एवं अनुरक्षण)
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०,
परिचालन एवं अनुरक्षण खण्ड, 132 के०वी० परिसर,
काशीपुर, जिला-ऊधमसिंहनगर।

विषय: 132 के०वी० उपसंस्थान, रामनगर पर स्थित 20 एम०वी०ए० ट्रांसफार्मर के निरीक्षण/परीक्षण के सम्बन्ध में।
प्रसंग: आप द्वारा जमा निरीक्षण शुल्क रु० 7050/- का चालान संख्या 152 दिनांक 22/01/2016।

महोदय,

उपर्युक्त विषयक प्रासंगिक सन्दर्भ में 132 के०वी० उपसंस्थान, रामनगर पर स्थित 20 एम०वी०ए० ट्रांसफार्मर के स्थान पर नए 20 एम०वी०ए० ट्रांसफार्मर का निरीक्षण/परीक्षण अधोहस्ताक्षरकर्ता द्वारा दिनांक 15-02-2016 को किया गया। निरीक्षण के समय विद्युत अधिष्ठापन विद्युत सुरक्षा एवं आपूर्ति विनियम 2010 के प्राविधानों के अन्तर्गत सामान्यतः सन्तोषजनक पाया गया। विवरण निम्न है:-

Transformer-

132/33 KV 14/20 MVA
HV Current 87.5
LV Current 350 A

Make-NGEF/Associated Electricals pvt. Ltd.

Transformer IR Results (5kVDC) at 35°C In Giga Ohms

	HV-LV	HV-E	LV-E
15 Sec	4000 G ohms	4000 G ohms	3000 G ohms
60 Sec	6000 G ohms	6000 G ohms	4500 G ohms
PI Value	1.5	1.5	1.5
BDV	76 kV		

IR Test Result (5kV)

Phase to earth > 20 Gohm

Phase to phase > 25 Gohm

सब स्टेशन और स्विचयार्ड में न्यूनतम 06 घण्टे रेटिंग की बैटरी बैकअप दो घण्टा इमरजेन्सी लाइटिंग लोड हेतु होना चाहिए। साथ ही कंट्रोल रूम में भी फायर डिटेक्शन एवं एलार्म सिस्टम लगा होना चाहिए। डी०जी० सैट्स ट्रांसफार्मर आदि के लिए हाइड्रैन्ट सिस्टम के साथ ही पोर्टेबिल फायर एक्सटिंग्यूशर की व्यवस्था की जाये। सब स्टेशन में ऑयल फिल्टरिंग, टैस्टिंग तथा ऑयल इन्वैक्यूवेटिंग की उचित व्यवस्था की जाये।

उक्त 20 एम०वी०ए० ट्रांसफार्मर को पूर्व में ऊर्जाकृत किया गया है।

भवदीय

(गिरीश चन्द्र)

विद्युत निरीक्षक, उत्तराखण्ड शासन

दूरभाष (05946) 262839
261913
फैक्स नं० (05946) 261913

कार्यालय
विद्युत निरीक्षक, उत्तराखण्ड शासन
पंचायत घर, बडी मुखानी, निकट हीरा कान्वेन्ट स्कूल,
हल्द्वानी (नैनीताल)

संख्या 4949 वि०नि०/मु०/आई/11/2015-16

दिनांक 06-2-16

सेवा में,

अधिकासी अभियन्ता,
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
220 के०वी० परिचालन एवं अनुरक्षण खण्ड,
काठगोदाम, जिला - नैनीताल।

विषय: 132 के०वी० सब स्टेशन काठगोदाम में अधिष्ठापित 630 के०वी०ए० ऑक्ज़ीलरी ट्रांसफारमर का निरीक्षण/परीक्षण।

प्रसंग: आप द्वारा जमा निरीक्षण शुल्क रू० 3300/- का चालान संख्या 20 दिनांक 18/01/2016।

महोदय,

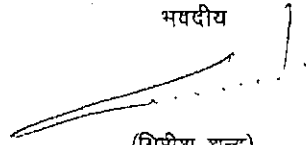
उपर्युक्त विषयक प्रासंगिक सन्दर्भ में 132 के०वी० सब स्टेशन, काठगोदाम में अधिष्ठापित 630 के०वी०ए० ऑक्ज़ीलरी ट्रांसफारमर का निरीक्षण/परीक्षण इस कार्यालय के प्रतिनिधि द्वारा दिनांक 06/02/2016 को किया गया। निरीक्षण के समय विद्युत अधिष्ठापन विद्युत सुरक्षा एवं आपूर्ति दिनियम 2010 के प्राविधानों के अन्तर्गत सामान्यतः सन्तोषजनक पाया गया। विवरण निम्न है:-

Transformer Details
33/0.433 KV KVA-630 Make-JVD Transformers Sr. No. 630/02

Transformer I/R Results	HV-E	LV-E
HV-LV	4500 M ohms	3500 M ohms

उक्त 630 के०वी०ए० ऑक्ज़ीलरी ट्रांसफारमर को पूर्व में ही ऊर्जीकृत किया जा चुका है।

भवदीय



(गिरीश चन्द्र)

विद्युत निरीक्षक, उत्तराखण्ड शासन

दूरभाष (05946) 262839
261913
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कार्यालय
विद्युत निरीक्षक, उत्तराखण्ड शासन
पंचायत घर, बड़ी मुखानी, निकट हीरा कान्वेन्ट स्कूल,
हल्द्वानी (नैनीताल)

संख्या 4948 वि०नि०/मु०/आई/11/2015-16

दिनांक 6-2-16

सेवा में,

अधिशाली अभियन्ता,
पावर ट्रांसमिशन कारपोरेशन ऑफ उत्तराखण्ड लि०
220 के०वी० परिचालन एवं अनुसंधान खण्ड,
काठगोदाम, जिला - नैनीताल।

विषय: 132 के०वी० सब स्टेशन भवाली में अधिष्ठापित 250 के०वी०ए० ऑक्जीलरी ट्रांसफारमर का निरीक्षण/परीक्षण।

प्रसंग: आप द्वारा जमा निरीक्षण शुल्क रू० 3300/- का घातान संख्या 21 दिनांक 18/01/2016।

महोदय,

उपर्युक्त विषयक प्रासंगिक सन्दर्भ में 132 के०वी० सब स्टेशन, भवाली में अधिष्ठापित 250 के०वी०ए० ऑक्जीलरी ट्रांसफारमर का निरीक्षण/परीक्षण इस कार्यालय के प्रतिनिधि द्वारा दिनांक 06/02/2016 को किया गया। निरीक्षण के समय विद्युत अधिष्ठापन विद्युत सुरक्षा एवं आपूर्ति विनियम 2010 के प्राविधानों के अन्तर्गत सामान्यतः सन्तोषजनक पाया गया। विवरण निम्न है:-

Transformer Details			
33/0.433 KV	KVA-250	Make-JVD Transformers	Sr. No. 250/05
Transformer I/R Results			
HV-LV	HV-E	LV-E	
4000 M ohms	4000 M ohms	3500 M ohms	

उक्त 250 के०वी०ए० ऑक्जीलरी ट्रांसफारमर को पूर्व में ही ऊर्जीकृत किया जा चुका है।

भवदीय

(गिरीश चन्द्र)
विद्युत निरीक्षक, उत्तराखण्ड शासन