अरुणाचल प्रदेश ARUNACHAL PRADESH 247489

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF POWER

GOVERNMENT OF ARUNACHAL PRADESH

AND

POWER GRID CORPORATION OF INDIA LIMITED

Govt. of Arunachal Pradesh
O/o the Secretary (Power)

This Memorandum of Understanding entered into on this 19th day of February Two Thousand Fifteen.

BETWEEN

DEPARTMENT OF POWER, GOVERNMENT OF ARUNACHAL PRADESH having its office at Vidyut Bhavan, Zero Point Tinali, Itanagar, Arunachal Pradesh (hereinafter referred to as "DOPAP" or "Owner" depending upon context, which expressions shall unless repugnant to the context or meaning thereof include its successors and assignees) as party of the First part.

AND

Commissioner (Power)
Govt. of Arunachal Pradesh
Itanagar

अरुण कुमार
Arun Kumar
मुख्य प्रचालन अधिकारी (व्यापार विकास विभाग)
Chief Operating Officer
(Business Development Department)

POWER GRID CORPORATION OF INDIA LIMITED, a Govt. of India Undertaking incorporated under the Companies Act, 1956 having its registered office at B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi - 110 016 and Corporate Office at 'SAUDAMINI', Plot No. 2, Sector-29, Gurgaon, Haryana-122 001 and North Eastern Region Head Quarter at Dongtieh, Lower Nongrah, Lapalang, Shillong -793006 (hereinafter called "POWERGRID or "PGCIL"" or "Project Management Consultant" or "PMC" depending upon the context, which expression shall unless repugnant to the context or meaning thereof include its successors and assignees) as party of the Second part.

(POWERGRID and DOPAP are hereafter individually referred to as the 'Party' and collectively as 'Parties')

A. AND WHEREAS Ministry of Power (MOP) vide letter no F.No.3/23/2011-Trans, dated 10th October, 2014 (Copy enclosed at Appendix-I) has conveyed approval for "Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh & Sikkim" which includes the aspects related to Arunachal Pradesh portion (herein after called "Project") as follows:

(i) The project will be implemented as a Central Sector Scheme through Power Grid Corporation of India Ltd (PGCIL) at an estimated cost of Rs. 3199.45 Crore (at April, 2013 price level) with the completion schedule of 48 months from the date of release of first instalment (post-investment approval) including the consultancy fee of 12% of the executed cost as per the abstract cost estimate detailed at Page 1 of 2 of Annexure-I to Appendix-I

(ii) The entire cost of the project will be borne by Government of India through the Plan Scheme of Ministry of Power.

(iii) The state of Arunachal Pradesh will waive/ reimburse State level taxes and duties applicable on the project.

(iv) Upon Commissioning of the Transmission System, the same shall be transferred to DOPAP which would be responsible for carrying out Operation & Maintenance and other related activities at its own cost.

(v) The Government of Arunachal Pradesh shall ensure that there is no duplication of work between Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) & this scheme and that the present scheme is also duly integrated with the downstream distribution system.

B. AND WHEREAS Power Grid Corporation of India (PGCIL or POWERGRID) shall be discharging the responsibilities for and on behalf of Owner, i.e. DOPAP, as its agent for implementing the Project.

C. POWERGRID will be paid Consultancy fee as per the Sanction Order by Government of India (GoI) towards its (POWERGRID's) services that shall be provided for implementation of the Project.

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D. AND WHEREAS POWERGRID shall implement the aforesaid Project with funds being directly released to POWERGRID by GoI to meet the actual cost of the Project along with associated consultancy fee @ 12% of the actual executed cost (less land and R&R cost) of the Project & applicable taxes & duties on the consultancy fee.

NOW, therefore, in consideration of the premises and mutual Agreements, covenants and conditions set-forth herein which shall form an integral part of this MoU, it is hereby agreed by and between the parties as follows:

1.0 PMC's SCOPE OF WORK/SERVICES

1.1 POWERGRID shall provide its services to DOPAP for this Project as PMC.

1.2 The scope of work to be implemented by PMC on behalf of Owner i.e. DOPAP is detailed in page 1 of 2 of Annexure-II to Appendix-I to this MOU. The modifications in the Scope of works enclosed at page 1 of 2 of Annexure-II to Appendix-I to this MOU, shall be carried out in consultation with CEA & as per GoI guidelines. In case of net of addition/ deletion leading to enhancement in Project cost, the same shall be adjusted through corresponding reduction in Scope. PMC shall be responsible to seek funds from MOP, GOI for funds as per sanction order.

1.3 The scope of services to be performed by PMC on behalf of Owner i.e. DOPAP is as follows : Detailed Survey, Soil Investigation, Design (including Development of Tower Designs & their Testing), Engineering, Procurement inter-alia including issuance of NIT(on Open competitive Global/Domestic bidding basis under e-procurement), Tender evaluation, Finalization of Contract, entering into Contract Agreement, Payment to contractors, Manufacturing Quality Assurance, Project Management, Field Checks & Field Quality Assurance, Supervision of Erection, Testing & Commissioning of works covered under the scope.

2.0 RESPONSIBILITY OF DOPAP

2.1 DOPAP, as the Owner, has the responsibilities of obtaining statutory / regulatory/ administrative approvals, clearances, permits, consents, security arrangements, Law & Orders support as detailed hereinafter. However, PMC shall prepare all documentation wherever required, to facilitate submission of proposals to relevant authorities and also follow up the same in close association with DOPAP. This shall include, but not limited to following:

I. Environment & Forest clearance.

II. Land Acquisition and R&R

III. Right of Way (ROW) including Railways / Roadways/ Waterways/ Social Forestry/ Aviation / Defence/ PTCC Clearance & Compensation for Crop/ Tree/ Forest etc.

IV. Security through Law & Order support.

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Chief Executing Officer
(Business Development Department)

V. Facilities and activities as may be reasonably required by JCC/ HPC for smooth execution of Project, including supply of power & water for construction of S/S.

VI. Statutory Electrical Inspector Clearance.

2.2 All statutory fees/ charges/ compensation related to above shall be paid by POWERGRID from the funds released by GoI, as part of Project cost.

2.3 DOPAP & Govt. of Arunachal Pradesh shall constitute an appropriate State Project Implementation Unit (SPIU), Joint Co-ordination Committee (JCC) and High Power Committee (HPC) as detailed in this MoU.

2.4 DOPAP shall depute its Engineers/staff to PMC for working along with the PMC teams for Engineering, Procurement & Quality Assurance activities as also for their training & Capacity Building purposes.

2.5 DOPAP, with due consultation with PMC, shall depute its personnel of suitable qualification and experience to be suitably associated with the PMC or the Field Implementation Unit(FIU), as the case may be, for various field activities, including for the purpose of training & capacity building of DOPAP. Upto 33% of the total manpower deployment at sites during execution shall be taken by POWERGRID on deputation from DOPAP in a phased manner. However, this deputation shall be subject to procedure described in Department of Public Enterprises Guidelines as issued/amended from time to time (Current Reference: DPE O.M.18(6)/2001-GMGL-77 Dtd. 28.12.2005).

2.6 Expenditure related to personnel posted "on deputation" to PMC, shall be borne by PMC. However, expenditure for the personnel on the rolls of DOPAP shall be continued to be borne by DOPAP.

2.7 DOPAP in association with Govt. of Arunachal Pradesh shall facilitate waiver/ reimbursement of State levied VAT and Entry Tax, etc. as may be applicable on this project, in keeping with the Sanction Order and in a manner as brought out in this MOU.

2.8 DOPAP shall ensure that (a) there is no duplication of work between this project and RGGVY, R-APDRP, NEC, DONER Projects & any other centrally funded/ sponsored or State funded scheme; and (b) Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) works are fully integrated with the project and with the downstream distribution system.

3.0 ESTIMATED COST OF THE PROJECT

3.1 The Initial Estimated Project Cost as per GoI investment approval is Rs. 2825.81 Crore excluding Consultancy Fee payable to POWERGRID and corresponding applicable Taxes & Duties on Consultancy Fee.

3.2 However, depending upon the outcome of bidding process for the procurement of goods and services required for implementation of Project, price variation, change in quantities, site conditions etc., the cost of the Project may undergo changes. Therefore, in

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case it is required, POWERGRID shall submit the Revised Cost Estimate (RCE) to Ministry of Power (MOP) to facilitate investment approval of RCE, as per Govt. of India guidelines.

4.0 CONSULTANCY FEE

Consultancy fee payable for the services to be provided by POWERGRID for implementation of scope of work will be as per approval letter issued by MOP vide letter no F.No.3/23/2011-Trans, dated 10th October 2014 i.e. @ 12% of the actual executed project cost (less land and R&R cost), (as worked out in page 1 of 2 of Annexure-I to Appendix-I of this MOU). Based on presently estimated cost of the project, consultancy fee works out to Rs. 373.64 Crore (including Service Tax @ 12.36%).

5.0 TAXES AND DUTIES ON CONSULTANCY FEE

The Consultancy Fee currently estimated at Rs.373.64 Crore includes the Service Tax on Consultancy Fee @ 12.36% (including Education Cess @ 3%).

All extant statutory taxes, duties and levies & as amended from time to time by any Act/ Notification of Government (Central / State) or any other local bodies/ authorities shall be applicable to Project cost as well as Consultancy fee, unless waived by competent authority.

6.0 RELEASE OF FUNDS

6.1 Based on the estimated progress of work, fund projections for drawl of funds in advance shall be submitted by POWERGRID along with projected consultancy fee and applicable Taxes & Duties on fee for release of the same to POWERGRID by MOP, Government of India. This payment shall be released within 30 days of submission of Demand Letter (towards Project Cost) & Invoices (towards Consultancy fee) on the basis of projections, which preferably shall be on annual basis. In case of advance having been utilized/ likely to be utilized within the year, another Demand Letter/ Invoice shall be raised.

6.2 On account of variation between Initial Estimated Project Cost of Rs. 2825.81 Crore and the Estimated Final Project Completion Cost, including Consultancy Fee & applicable service tax etc. on the consultancy fee, the additional amount of funds shall be arranged to be released to POWERGRID by "GoI", for timely and smooth execution of works.

6.3 Final Cost of the Project shall be the actual expenditure incurred on the Project along with POWERGRID consultancy fee @ 12% (on the actual expenditure of Project, less land and R&R cost) & applicable taxes/ duties on the fee.

6.4 First Invoice for consultancy fee and demand towards deposit of Project cost shall be raised from POWERGRID, Corporate Centre, Gurgaon. Subsequent invoices/ demands shall be generally raised from POWERGRID, North East Region, Shillong office.

6.5 By 30th May of each year, POWERGRID shall submit details of actual expenditure of previous financial year to MOP with copy to DOPAP.

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6.6 POWERGRID shall not be required to use its own funds for implementation of this Project.

7.0 WORKING PROCEDURE

7.1 To enable POWERGRID to discharge its obligation in a smooth and efficient manner, DOPAP shall issue or arrange to issue necessary authorization in favour of POWERGRID to act for and on behalf of Owner, as its agent.

7.2 The Owner shall provide all necessary documents, road permits for Inter-State/ Intra-State movement of goods for the Project or any other applicable form (duly filled in and signed) required for implementation under this Agreement. However, the concessional Sales Tax forms viz. 'C/D'-Forms are not issued by Govt. of Arunachal Pradesh. Hence, full tax shall become payable for such cases, including such tax liabilities as may become applicable upon implementation of GST. All the invoices shall be raised in the name of DOPAP acting through POWERGRID (acting as DOPAP's agent), by the contractors appointed by PMC i.e. POWERGRID, so that DOPAP can arrange to issue necessary forms/ documents.

The recovery of TDS under Service Tax/ CST/ VAT/ WCT/ Income Tax Act and any other acts as per Govt. regulation related to this work shall be done by POWERGRID on behalf of Owner from the Contractor's Bill. TDS so deducted by POWERGRID on behalf of Owner shall be deposited with the relevant tax authorities by using PAN, TIN, TAN & ST number of DOPAP. Copies of challan will be forwarded to DOPAP for filing returns. Wherever the returns are to be filed electronically, DOPAP will file tax returns and issue necessary TDS certificates directly to the Contractor under intimation to POWERGRID within statutory period.

In order to process payments to off-shore suppliers as per RBI regulations/ guidelines, the DOPAP shall facilitate incorporation/ affixation of digital signatures of their appropriate Competent Authority(s), as may be required for various online processes.

7.3 Govt. of Arunachal Pradesh shall waive/ reimburse State levied Taxes/ Duties/ Levies/ Octroi/ Entry Tax, etc. (including State levied tax liabilities upon implementation of GST) that may be applicable to this project, as per the normal procedures of State Tax Laws. Flow of such funds shall be as per the practice/ procedures/ guidelines/ arrangement between GOI & the State Government, including drawl by GOI out of Central Plan Allocations to the State for releasing it to PMC to account for the State level taxes paid under the project. All necessary orders/ notifications/ forms/ documents/ funds (in case of direct reimbursement) required to facilitate unconstrained execution of work shall be made available by DOPAP.

7.4 Quality Systems and Procedures of POWERGRID shall be adopted for implementation of the project.

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7.5 Basic engineering, design and procurement related services shall be provided by POWERGRID from its Corporate Centre at Gurgaon whereas Field services shall be provided through its Regional Head Quarter, Shillong.

7.6 To ensure proper coordination between POWERGRID and DOPAP for carrying out the work under the scope of this MoU, both DOPAP and POWERGRID shall set up teams, which shall deal with all matters relating to this Agreement. For this they will exchange the list of team members working in various functional areas for this Project, for proper coordination.

7.7 DOPAP shall avail the provisions of training (to be provided by contractors) under various contracts.

8.0 AWARD OF CONTRACT (METHODOLOGY)

8.1 For the purpose of execution of works under this MoU, the entire work of Transmission lines and substations shall be divided into multiple contract packages to be executed by various contractors. The contract shall be awarded on open tender basis by POWERGRID on behalf of DOPAP and through fully transparent process. The guidelines issued in this regard by Central Vigilance Commission (CVC) shall be followed by POWERGRID.

8.2 Window Ad for Notice Inviting Tenders (NITs) shall be placed in a National & a local (State) daily newspaper and detailed information shall be available on PMC's website. To facilitate publication of NIT on DOPAP's website, if so required, inputs shall be made available by PMC. Procurement related documentation shall be prepared at the Corporate Office of PGCIL at Gurgaon.

8.3 Due to complexity involved in maintaining the Fibre Optic (FO) based Communication Equipment, it is standard practice of PMC to invite and evaluate bids for their AMC. Therefore, Offers for five (5) years AMC even beyond the warranty period of two (2) years for FO-based Communication equipment shall be obtained along with the offer for FO-based Communication Equipment. The bids shall be evaluated including the cost of five (5) years AMC, beyond warranty period. However, DOPAP may sign the Contract Agreement for the five (5) years AMC portion and make payments for the same from their own resources. Further, necessary guarantees shall be in favour of DOPAP. AMC included during warranty period (of two years) shall commence after successful commissioning, i.e. Site Acceptance Testing (SAT).

8.4 Provisions shall be kept for:-

8.4.1 Warranty period for all the equipment to be kept at least two years after commissioning.

8. 4.2 Engagement of reputed turnkey Contractors to ensure completion of supplies & works.

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8.4.3 Engaging local Contractors/ as sub-agencies to the main EPC Contractor for at least 30% of services/ erection works.

8.4.4 Use of indigenous communication equipment.

9.0 CONSTRUCTION / IMPLEMENTATION

9.1 The completion period as per the scope of work will be 48 months from the date of release of first installment of funds. Any delay in implementation of Project due to non-availability of funds and services to be provided by DOPAP directly or through Govt. of Arunachal Pradesh shall not be attributable to POWERGRID and the period of implementation shall be deemed to have been extended corresponding to such delays. This MoU shall remain active, alive and deemed considered extended till the work of project are complete or terminated or rescinded, whichever occurs earlier.

9.2 All defect liabilities and remedial actions shall be dealt as per provisions of the Contracts awarded under this project. PMC shall provide technical support to enforce the same.

10.0 GOVERNANCE STRUCTURE

10.1 **Project Management Consultant Unit (PMCU) :** Project Management Consultant Unit (PMCU) shall be located at Guwahati and headed by "Project-in-charge". POWERGRID will have a Core team stationed at the PMCU on permanent basis and other POWERGRID officers (with required skills) will visit PMCU & Sites as and when required by this core team. This team shall represent POWERGRID and shall be responsible for all coordination with SPIU, FIU, within POWERGRID and MoP, GoI. PMCU shall also assist MoP, GoI in monitoring project progress. PMCU shall hold meetings to resolve critical issues.

10.2 **State Project Implementation Unit (SPIU) :** A State Project Implementation Unit(SPIU) shall be set up in the State for the PROJECT by DOPAP and headed by not below rank of Chief Engineer and consist of about five (5) experts of various disciplines from DOPAP. SPIU will represent the DOPAP. The SPIU, in association with the PMC, will be responsible for Project preparation and implementation. SPIU will help PMC in establishing FIU. SPIU will arrange for Budget Provisions/ Investment Approvals (including RCE, if required) to facilitate Reimbursement of State level Taxes & Duties and any other expenditure of DOPAP. SPIU will also facilitate Law & Order support, Clearances & Approvals from various agencies of the State Government.

10.3 **Field Implementation Unit (FIU):** The PMC shall set up State level Field Implementation Unit (FIU) in consultation with DOPAP for implementing the project, which shall be headed by "Project Manager" at Itanagar, having field offices across the State. The PMC will provide a dedicated team of field level personnel in the FIU to work in close association with SPIU/ PMCU. In addition, PMC shall take suitable number of DOPAP personnel (upto 33%) (and define their roles and responsibility clearly) on deputation as members of FIU to work closely with the FIU and thereby acquire skills and build capacity.

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The DOPAP personnel on deputation to POWERGRID will go back to DOPAP after the completion of the PROJECT. Thus, FIU shall be adequately manned in a composite manner by the PMC personnel as well as DOPAP personnel. In case of suitable DOPAP personnel not being available in adequate number and/ or speciality to man various positions in the FIU, the same shall be arranged to be manned by PMC. FIU, headed by PMC's State-level Project Manager shall hold meetings to resolve critical issues that are common to two or more field officers. PMC shall share the details of the FIU composition within 15 days of the signing of the Agreement. PMC shall setup field offices, camps etc. as may be needed to implement the Project.

10.4 **Joint Co-ordination Committee (JCC)**: PMC and SPIU shall nominate their representatives in a body called JCC, which shall be headed by Commissioner/Secretary (Power) of Government of Arunachal Pradesh to review the progress of the Project and remove any co-ordination bottlenecks. The Head of SPIU shall convene JCC meetings. PMC shall specify quarterly milestones or targets, which shall be reviewed by JCC through a formal monthly review meeting. This meeting forum shall be called as Joint Co-ordination Committee Meeting (JCCM). The PMC shall initiate all actions of JCCM and maintain a record of every meeting. Officials from MoP, GoI and the State Government may join as and when needed. Minutes of the meeting will be shared with all concerned and if required, with GoI. The deliberations and decisions of JCC shall be taken into account during contract operation (including prioritisation of execution) and at the time of closing of contract for smooth execution of the project and in conformity to the specifications.

10.5 **High Power Committee (HPC):** The DOPAP in consultation with its State Government shall arrange to constitute a High Power Committee (HPC) headed by Chief Secretary, Government of Arunachal Pradesh and shall include Head of JCC, Head of SPIU, Project-in-charge of PMC besides high level officials from the State/ District Administration, Law enforcement agencies, Forest Department. etc., so that various permission/ approvals/ consents/ clearances/ compliance of local laws etc. are processed expeditiously so as to reach the benefits of the PROJECT to the end consumers. Meeting of HPC shall be convened by SPIU on bimonthly basis or earlier, as per requirement. This forum shall be called as High Power Committee Meeting (HPCM) and the SPIU shall keep a record of every meeting. Minutes of the meeting will be shared with all concerned and if required, with GoI.

11.0 INSPECTION & TAKING OVER OF THE TRANSMISSION SYSTEM

11.1 Immediately upon physical readiness of any transmission lines/ substations, PMC shall forward requisite statutory documents/ details to DOPAP for conducting necessary formalities for inspection & taking over as per relevant Laws/ Rules. The inspection clearance will be issued by DOPAP within one month of submission of all statutory documents/ details by PMC.

11.2 POWERGRID shall intimate DOPAP upon successful commissioning and test charging of Project (in part or full, as the case may be) and DOPAP shall immediately takeover the

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Project (in part or full, as the case may be) and commence operation & maintenance of the same. Punch points shall be recorded jointly by PMC & DOPAP at the time of taking over for their proper resolution.

11.3 Issues which do not come in the way of beneficial use of the assets of the project, shall not constitute the reason for not taking it over.

11.4 Operation & Maintenance and other related activities shall be carried out by DOPAP at their own cost, as mandated through investment approval.

12.0 SETTLEMENT OF DISPUTE AND ARBITRATION

12.1 This MOU shall be governed by & construed in accordance with the laws of India. Any dispute or difference arising out of this agreement shall be amicably settled between the parties.

12.2 This MOU shall be subject to the jurisdiction of the Guwahati High Court till the High Court at Itanagar is established.

12.3 If any dispute arises out of this MOU between the parties and is not resolved amicably then it shall be resolved as per Department of Public Enterprise (DPE) guidelines in this regard as may be issued/ amended from time to time.

13.0 FORCE MAJEURE

The parties shall ensure due compliance with the terms of this MOU. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the MOU to the extent that such a failure is due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, calamity, accident, act of God, foreign rebellion and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 15 days to the other party to this effect. The services covered under this MOU shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

14.0 NOTICE

All notices required or referred to under this MOU, shall be in writing and signed by the respective authorized signatories of the parties mentioned herein above, unless other-wise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail, speed post of Department of Posts or by Courier service with an acknowledgement due to the other parties.

15.0 AMENDMENT:

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Chief Operating Officer
(Business Development Department)

This MoU may be amended or modified, if necessary by mutual agreement, by a written instrument signed by both the parties and the same shall be considered as an integral part of this document.

16.0 EFFECTIVE DATE:

This MoU shall be deemed to have come into force with effect from the date of signing of this MoU. All rights, obligations and responsibilities of the "Owner" and "PMC" shall be deemed to have commenced and accrued from the said date.

17.0 DURATION AND VALIDITY

This MOU shall be valid till the project is completed and the possession of the entire Project is given to DOPAP or unless substituted / revised by another MOU. In case the implementation of the Project gets extended, then all the provisions of this MOU shall continue to operate till this MOU is formally renewed / extended / replaced or terminated. The MOU may be terminated on mutual consent of the Parties.

IN WITNESS WHEREOF the Parties have executed these presents through their authorized representatives at New Delhi.

Witness

1. (CH. R. Bado) SE (Trans)
2. (Gerom Tekseng) Joint CEO

Govt. of Arunachal Pradesh
O/o the Secretary (Power)

For and on behalf of
(KALING TAYENG)
Department of Power, Government of Arunachal Pradesh

Commissioner (Power)
Govt. of Arunachal Pradesh
Itanagar

Witness

1. 19/2/15 (A. K. Dixit, Addl. GM (BDD))
2. (K. C. BARMAN) Addl GM, POWERGRID, Ghy.

For and on behalf of

POWER GRID CORPORATION OF INDIA LIMITED

अरूण कुमार / Arun Kumar
मुख्य प्रचालन अधिकारी (व्यापार विकास विभाग)
Chief Operating Officer (BDD)
पावर ग्रिड कॉरपोरेशन ऑफ इंडिया लि०
Power Grid Corporation of India Ltd.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
प्लाट सं०-2, सैक्टर-29, गुड़गाँव-122 001 (हरियाणा)
Plot No.2, Sector-29, Gurgaon-122 001 (HARYANA)

Monday, January 05, 2015
3:17 PM

APPENDIX- I

F.No.3/23/2011-Trans
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg

New Delhi, Dated, 10th October, 2014

To
1. Chief Secretary(Power), Government of Arunachal Pradesh, Itanagar.
2. Chief Secretary (Power), Govt of Sikkim, Gangtok.
3. CMD, PGCIL, Gurgaon, Haryana.

Subject: Comprehensive Scheme for Strengthening of Transmission & distribution in Arunachal Pradesh & Sikkim

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Sir,

I am directed to convey the approval of the Competent Authority to the Comprehensive Scheme for Strengthening of Transmission & Distribution in Arunachal Pradesh & Sikkim. The scheme will be implemented as a Central Sector Scheme through Power Grid corporation of India Ltd (PGCIL) at an estimated cost of Rs.4,754.42 crore (at April, 2013 price level) with the completion schedule of 48 months from the date of release of first installment (post-investment approval) including the consultancy fee of 12% of the executed cost as per details given in **Annexure-I**.

2. The entire cost of the project will be borne by Government of India through the Plan Scheme of Ministry of Power. The States of Arunachal Pradesh and Sikkim will waive/ reimburse State levied taxes and duties applicable on the project, as already committed by them.

3. Upon Commissioning of the Transmission System, the same shall be transferred to the owner State which would be responsible for carrying out Operation & Maintenance and other related activities at its own cost as per the terms & conditions in the Memorandum of Understanding (MoU) to be signed in this regard between PGCIL and Government of Arunachal Pradesh / Sikkim. A copy of the signed MoU may be submitted to Ministry of Power within two months.

4. The States Governments of Arunachal Pradesh and Sikkim shall ensure that there is no duplication of work between RGGVY and this scheme and that the present scheme is also duly integrated with the downstream distribution system.

5. The broad scope of work under the project is as follows:

Arunachal Pradesh

i. 24 nos. of new 132 kV sub-stations with total additional 529 Megavolt Ampere (MVA) transformation capacity.
ii. Augmentation of 15 MVA capacity at Daporijo.
iii. 33 nos. of new transmission lines with total route length of 1917 km. Out of these, 7 nos. of 132kV lines have been planned to be initially operated at 33kV.
iv. 70 nos. of 33kV substations with total 33/11 kV transformation capacity of 465 MVA about 1923 km of new 33kV lines.

...2/-

Sikkim

i. 7 nos of new 132/66 kV substations (590 MVA capacity)
ii. 14 nos. of 66/11 kV substations (170 MVA).
iii. 8 nos of 132 kV & 220 kV (initially charged at 132 kV) transmission lines (118 kms) and
iv. 281 kms. of 66 kV lines.

The detailed summary of works is attached at **Annexure-II**.

6. The year-wise breakup of fund requirement for the base cost is at **Annexure-III**.

7. PGCIL will submit quarterly report to the Ministry of Power indicating financial and physical progress of implementation of activities covered by this sanction.

8. This issues with the concurrence of Integrated Finance Division of Ministry of Power vide their Dy.No.1103/JS&FA dated 8.10.2014.

(S. Venkateshwarlu)
Under Secretary (Trans)
Tele-fax: 011-2332 5242
Email: transdesk-mop@nic.in

Copy, along with enclosures, forwarded to the following:

1. Cabinet Secretariat [Kind Attn: Smt. Sanjukta Ray, Director (Cabinet), Rashtrpati Bhavan, New Delhi] with reference to minutes of the meeting of Cabinet Committee on Economic Affairs held on 15.9.2014 issued vide Cabinet Secretariat Memo No. CCEA/27/2014(i) dated 17.9.2014.
2. Prime Minister's Office (Kind Attn: Shri Satosh D.Vaidya, Director) with reference to their PMO ID No. 210/31/C/29/2014-ES.I dated 21.8.2014, for information.
3. Controller of Accounts, Ministry of Power, Sewa Bhavan, RK Puram, New Delhi.
4. Pay & Accounts Officer, Ministry of Power, New Delhi.
5. Principal Director of Audit, Economic & Service Ministry, AGCR Building, New Delhi.
6. Chairperson, Central Electricity Authority, Sewa Bhavan, RK Puram, New Delhi.
7. Secretary, Planning Commission, Yojana Bhavan, New Delhi.
8. Secretary, Department of Expenditure, North Block, New Delhi.
9. Secretary, Department of Economic Affairs, North Block, New Delhi.

Copy for information to: PPS to Secretary(Power)/ AS(DC)/ JS (Trans)/ JS&FA/ Director (Trans)/US (Fin).

ANNEXURE-I
(Page 1 of 2)

ABSTRACT COST ESTIMATE
(BASE COST)
COMPREHENSIVE SCHEME FOR STRENGHTENING OF TRANSMISSION & DISTRIBUTION SYSTEM IN ARUNACHAL PRADESH
(PRICE LEVEL APRIL'13)

Sl.No.	Description	Amount (Rs Crore)
A	Preliminary Survey & Soil Investigation	8.2
B	Land Acquisition for Substation and R&R Compensation	54.73
C	Cost of Compensation for Transmission Lines	
i	Compensation towards Crop, Tree & PTCC	62.65
ii	Compensation towards forest	305.67
D	Civil works	
i	Infrastructure for Substations	96.33
ii	Non Resident Buildings	37.20
iii	Colony for Transmission Lines & Substations	221.26
E	Equipment (Supply & Erection Cost)	
i	Transmission Lines	1248.22
ii	Substations	645.97
iii	Voice & Data Connectivity	63.28
F	**Sub Total A To E**	**2743.51**
G	Contingency (@3% of F)	82.30
H	Total Cost Excluding consultancy Fees	2825.81
I	POWERGRID consultancy Fee 12% (excluding land and R&R) and service tax thereon	373.64
J	Total Project Cost Incldg consultancy Fees	3199.45
K	Interest During Construction	N.A.
	Grand Total	**3199.45**

Note:1. IDC has not been considered as project is proposed to be funded by MoP from GoI Grant.
2.Entry Tax has not been considered, if any tax is applicable same needs to be waived by State
3. The above cost is inclusive of voice & data connectivity amounting to Rs. 63.28 Cr.
4.The above cost also includes:
(i) Land and R&R cost: Rs.54.73 Cr.
(ii) Compensation towards Forest: Rs.305.67 Cr.

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ANNEXURE-I
(Page 2 of 2)

ABSTRACT COST ESTIMATE
(BASE COST)
COMPREHENSIVE SCHEME FOR STRENGHTENING OF TRANSMISSION & DISTRIBUTION SYSTEM IN SIKKIM
(PRICE LEVEL APRIL'13)

Sl.No.	Description	Amount (Rs Crore)
A	Preliminary Survey & Soil Investigation	3.09
B	Land Acquisition for Substation and R&R Compensation	108.5
C	Cost of Compensation for Transmission Lines	
i	Compensation towards Crop, Tree & PTCC	109.82
ii	Compensation towards forest	13.16
D	Civil works	
i	Infrastructure for Substations	70.26
ii	Non Resident Buildings	25.61
iii	Colony for Transmission Lines & Substations	64.54
E	Equipment (Supply & Erection Cost)	
i	Transmission Lines	580.01
ii	Substations	341.08
iii	Voice & Data Connectivity	26.76
F	**Sub Total A To E**	**1342.83**
G	Contingency (@3% of F)	40.32
H	Total Cost Excluding consultancy Fees	**1383.15**
I	POWERGRID Consultancy Fee 12%(excluding land and R&R) and service tax thereon	171.82
J	Total Project Cost Incldg consultancy Fees	**1554.97**
K	Interest During Construction	N.A.
	Grand Total	**1554.97**

Note:1. IDC has not been considered as project is proposed to be funded by MoP from GoI Grant
2.Entry Tax has not been considered, if any tax is applicable same needs to be waived by State.

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Annexure-II
(Page 1 of 2)

I. **Summary of scope of works proposed to be implemented in Arunachal Pradesh**

(A) **Scope of works under DPR of "Intra State : Arunachal Pradesh – Transmission / Sub-transmission(132kV & above)"**

Summary of the transmission / Sub transmission system planned for Arunachal Pradesh is as under :

Transmission Line

- 132 kV line (33 Nos.) : About 1917 kms.

Sub-Station

- New Substations (132kV) : 24 nos.
- Total Transformation Capacity (at 132kV level) : 529 MVA

(B) **Scope of works under DPR of "Intra State : Arunachal Pradesh - Distribution (Upto 33 kV)"**

Summary of the distribution system planned for Arunachal Pradesh is as under :

Sl. No.	Description	Qty.
1.	33 kV line feeders	
	▪ Nos	70
	▪ Length (in km.)	1923
2.	33/11 kV substations	
	▪ Nos of substations	70
	▪ Total MVA	465

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II. Summary of scope of works proposed to be implemented in Sikkim

1. Scope under Transmission / Sub-transmission System (132kV & above):

(A) Scope of works of "Intra State: Sikkim – Transmission / Sub-transmission (132kV & above)"

Summary of the transmission / Sub transmission system planned for Sikkim is as under :

Transmission Line

- 220kv & 132 kV line (8 nos.) : About 118 km

Sub-Station

- New Substations (132kV & 66kV) : 7 nos.
- Total Transformation Capacity (at 132 & 66kV level) : 590 MVA

2. Scope under Distribution System (Upto 66 kV):

(A) Scope of works under DPR of "Intra State : Sikkim – Distribution (Upto 66 kV)"

Summary of the distribution system planned for Sikkim is as under

Sl. No.	Description	Quantity
1	66 kV line feeders ▪ Nos. ▪ Length (in km) – D/c ▪ Length (in km) – S/c	 23 116 165
2	66/33 kV substations ▪ Nos. of substations ▪ Total MVA	 1 10
3	66/11 kV substations ▪ Nos. of substations ▪ Total MVA	 13 160

(62)

Annexure-III

The year-wise break-up of fund requirement for base cost

(Figures in Rs. Crore)

State	2014-15	2015-16	2016-17	2017-18	2018-19	Total
Arunachal Pradesh	157.25	622.84	739.54	1094.04	585.78	3199.45
Sikkim	76.43	305.77	346.09	547.60	279.08	1554.97
Total	**233.68**	**928.61**	**1085.63**	**1641.64**	**864.86**	**4754.42**