

Application for Obtaining Techno Economic Clearance

1. Name of project.	Project report for the re-alignment of 220 KV & 132KV Transmission Lines for the four lanning of NH44 between Ramban-Banihal Section.		
2. Authority to accord Techno Economical Clearances	Techno. Economic Committee.		
3. Status of			
a. PTCC Clearance	NA		
b. Forest Clearance	NA		
c. Clearance of Pollution Control Board and other clearance if, required.	Not required		
4. Particulars of the project.			
a) Scope of Project.	The scope of work comprises of re-alignment of 220KV & 132KV transmission Lines by way of construction of new stretches and dismantling of existing stretches of Transmission Lines. The transmission lines involved are 132KV D/C Chenani-Srinagar Transmission Line & 220KV D/C Kishenpur-Pampore Transmission Line upto Thathar.		
b) Estimated Cost.			Rs. 3451.50 lacs.
c) If the project is revised, given the following information.			
i) Scope of project anticipated originally	Same as 4(a)		
ii) Estimated cost envisaged originally	Rs. 2184.42 lacs		

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|---|--|
| iv) Reference of letter regarding | Enclosed |
| v) Status of work | Yet to start |
| vi) State if the revision in estimated costs has been done in respect of un-executed items of material equipment/work only. | YES |
| d) If the scheme proposed in 11 th Five Year plan | N.A |
| e) Year-wise phasing of Exp. | Subject to availability of funds and finalization of tenders |
| f) Necessity of the Project/Justification for revision. | Destabilization of more stretches by NHAI |
| g) System study if done. | Yes |
| 5. Salient features of the project | Enclosed |
| 6. Technical particulars. | Enclosed |
| Documents/Drawing attached (give list documents drawing attached) such as | |
| 7. Geological report profile of the line / Tower | Enclosed |
| 8. Any other additional information/documents necessary for assessing project report | |
| 9. Date of Start. | |

[Signature]
Asstt. Ex. Engineer

[Signature]
Executive Engineer,
Trans. Line Maintt. Div. III
Udampur

[Signature]
Superintending Engineer,
System & Operations circle-I

[Signature]
Chief Engineer,

INTRODUCTION OF THE PROJECT :-

National Highway Authority of India (NHAI), PIU Srinagar approached this office vide letter No. PD/SGR/14027/01/2015/PKG-III/22 dated 07-12-2015 for shifting of HT Pylons coming under the widening plan of National Highway in Ramban-Banihal section. An estimate was submitted for providing of funds to conduct the survey and preparation of DPR by this office vide letter no. TLMD-III/Udh/3550-54 dated 18-12-2015 & TLMD-III/Udh/3625-27 dated 19-12-2015. Accordingly the funds were provided by the NHAI on 08-01-2016 through RTGS. Before calling the surveyor to start the survey a recce survey was planned by this Division and the representatives of M/S HCC Ltd., the project executing agency on behalf of NHAI in Ramban-Banihal section. The recce survey got conducted on 03-03-2016 and in the joint recce survey 16 Nos. Towers of 132KV CSTL & 5 Nos. Towers of 220KV KPTL are proposed for shifting/re-alignment. In the joint recce survey it was also observed that there is a corridor constraint on the existing route and the transmission line has to be re-aligned from the parallel to the existing route which is on the other side of River. After that the surveyor got engaged by this office vide Letter of Award no. TLMD-III/Udh/5945-49 dated 30-03-2016 and the survey got completed by the surveyor. Based on this survey a DPR amounting to Rs. 2184.42 lacs submitted to Project Director, NHAI, PIU, Srinagar on 14-05-2016, by the Chief Engineer S & O Wing Jammu vide No: CE/S&O/J/T/1551-54. The NHAI had certain observations. Observations of NHAI cleared during the visit of their consultant to the office of Executive Engineer, TLMD-III Udhampur. Even after clearance of observations, no confirmation was given by the NHAI regarding the approval of the DPR and the release of funds for the execution of the work. Delay in approval of the DPR and endangering of Transmission lines by the NHAI/Its executing agencies, was viewed very seriously by the Hon'ble Minister of State for Power and a Meeting at Civil Secretariat Jammu on 03-03-2017 chaired by MOS Power attended by the NHAI authorities as well. In the meeting, it was directed by the MOS Power to ensure stability of Transmission Line. It was also decided in the meeting that joint survey required to be conducted to identify the endangered stretches and the requirement of re-alignment which necessitated post DPR submission developments due to cutting executed by NHAI/ executing agencies. Complying to the instructions conveyed in the meeting a joint survey was conducted on 15-03-2017 by the PDD and

which is the only source of power supply to Ramban , Banihal and part of Kashmir valley. PIU Srinagar vide letter no. PD/SGR/14017/01/2014/US-III/13 DATED 27-04-2017 has approached Chief Engineer S&O wing Jammu to provide revised estimate. In order to reframe the estimate of shifting/realignment of transmission line between Ramban-Banihal section, division has requested a tentative amount of Rs 5 lacs to carry out the survey work to ascertain the requirement of Re-alignments vide this office letter no. TLMD-III/UDH/760-63 dated:29-04-2017. The tentative funds for survey stand deposited and survey got conducted on 29-06-2017 & 30-06-2017 in presence of PDD and NHAI/HCC representatives on the basis of demarcation Plan provided by HCC through email dated: 29-06-2017. The survey reports are submitted by the surveyor and on the basis of that survey , the revision of DPR submitted by CE S&O wing jammu vide letter no. mentioned above is necessitated. On the basis of survey two more stretches of 220 KV D/C KPTL needs to be realigned alongwith the minor changes in the realignment of 132 KV CSTL in addition to the earlier proposal. It is therefore the cost of the DPR has been revised on the basis of revised quantities and as per approved cost data 2016-17 from Rs. 2184.42 lacs to Rs.3451.50 lacs.

In this regard it is also to mention that destabilization of transmission line towers has been taken seriously by the administration and Divisional Commissioner Jammu has also sought the report from the district administration regarding the destabilization of transmission line towers. The finalization of DPR is required to be done on top priority and if the cutting work doesn't abandoned in the safe periphery of transmission line towers, endangering of more stretches may not be ruled out which may be resulted in instability of transmission lines and increase in cost of realignment proposals.

SCOPE OF WORK :- Dismantling of existing 132 KV D/C CSTL and 220 KV D/C KPTL coming under the widening plan of NH44 and construction of new 132 KV D/C CSTL and 220 KV D/C KPTL in new alignment.

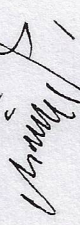
DISMANTLED INVENTORY:- The material to dismantled from existing transmission lines shall be the property of JKPD and in no case any agency/deptt. Claim for it.

COST OF PROJECT:- The cost of the project is worked out to the tune of Rs.3451.50 lacs.

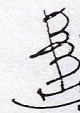
ADOPTION OF RATES :- The costing of the DPR has been framed on the cost data 2016-17.

AGENCY OF EXECUTION :- Executive Engineer TLMD-III Udhampur, System and Operation Wing Jammu.


Assistant Executive Engineer
Sub Division Batote


Superintending Engineer
System & Operation Circle-I
Jammu


Executive Engineer
TLMD-III Udhampur


Chief Engineer
System & Operation Wing
Jammu

**ABSTRACT OF WORKS PROPOSED FOR THE RE-ALIGNMENT OF 132KV & 220KV TRANSMISSION LINES FOR
THE FOUR LANNING OF NH44 BETWEEN RAMBAN-BANIHAI SECTION**

S.NO.	NAME OF WORK	ESTIMATED COST (lacs)	REMARKS
1	DETAILED PROPOSAL FOR THE RE-ALIGNMENT OF 132KV CSTL (NEW ALIGNMENT) BETWEEN RAMBAN-BANIHAI DUE TO FOUR LANNING OF NATIONAL HIGHWAY	1917.58	PART A
2	DETAILED PROPOSAL FOR THE RE-ALIGNMENT OF 220KV KPTL (NEW ALIGNMENT) BETWEEN RAMBAN-BANIHAI DUE TO FOUR LANNING OF NATIONAL HIGHWAY	1302.27	PART B
3	DETAILED PROPOSAL FOR THE DISMANTLING OF 132KV CSTL COMING IN THE ALIGNMENT OF FOUR LANNING OF NATIONAL HIGHWAY BETWEEN RAMBAN-BANIHAI	130.86	PART C
4	DETAILED PROPOSAL FOR THE DISMANTLING OF 220KV KPTL COMING IN THE ALIGNMENT OF FOUR LANNING OF NATIONAL HIGHWAY BETWEEN RAMBAN-BANIHAI SECTION	100.79	PART D
TOTAL		3451.50	

SAY RS. 3451.50 LACS

Batote

AEE

TLMSD-III BATOTE

[Signature]
EXECUTIVE ENGINEER
TLMD-JHUDHAMPUR



OFFICE OF THE CHIEF ENGINEER, SYSTEM AND OPERATION WING, JAMMU
e-mail: sojpdd@gmail.com Tele/Fax: 0191-2476213, 2476172

M/S Vinay Construction Company
32/C Sector -7, Vaishanvi Enclave
Channi Himmat
Jammu.
Phone: 9419161496/0191-2467147
Mail: guptavinay96@gmail.com

No: CE/S&O/J/T/ 6764-68

Dated: 26-09-2019

Subject: Letter of Award for "Survey, Soil Testing/Investigation, Engineering Design, Fabrication of Lattice Type Tower Structures, Galvanization, Supply of Structures, Laying of foundations, Protection Works, Erection of Towers, Laying and Stringing of ACSR Panther Conductor, Testing & Commissioning and inspection including transportation, Insurance, Handling, storage of material at site for realignment of 132 KV D/C Chennani Srinagar Transmission Line due to four lanning of NH-44 between Ramban-Banihal section Tehsil Ramban Distt. Ramban Approx.12.894 KM in all respects.

- Ref:** (i) **NIT NO. TLMD-III/UDH/01 of 2019-20 Dated:- 05-04-2019**
(ii) **Minutes of Contract Committee-II meeting held on 06-09-2019 under the chairmanship of Chief Engineer S&O Wing Jammu issued vide this office No: CE/S&O/J/6297-6306 dated 16-09-2019.**
(iii) **This office LOI No. CE/S&O/J/T/6359-63 dated 16-09-2019.**
(iv) **Acceptance of LOI vide your letter No. VCC/RMKT/PDD/783 dated 19.09.2019.**

Dear Sir,

We confirm having accepted your bid referred above read in conjunction with all the correspondences & Award on you the contract for e-Bid for NIT NO. TLMD-III/UDH/01 of 2019-20 Dated:- 05-04-2019 for Survey, Soil Testing/Investigation, Engineering Design, Fabrication of Lattice Type Tower Structures, Galvanization, Supply of Structures, Laying of foundations, Protection Works, Erection of Towers, Laying and Stringing of ACSR Panther Conductor, Testing & Commissioning and inspection including transportation, Insurance, Handling, storage of material at site for realignment of 132 KV D/C Chennani Srinagar Transmission Line due to four lanning of NH-44 between Ramban-Banihal section Tehsil Ramban Distt. Ramban.approx.12.894 KM. The J&K State Power Development Department intends to award you the contract on turnkey basis for the aforementioned works on the terms conditions of the SBD/NIT.

The work under this letter of Award shall be performed by you strictly in line with the terms and conditions of the contract. All other deviations and/or additional conditions, implicit or explicit, contained in your bid referred and your subsequent communications if any, shall stand withdrawn without any cost implication to JKPDD, in so far as they are repugnant to what has been stated in this Letter of Award.

1. Scope of work:

- 1.1 The scope of work covered under the contract includes the following:
- a. Check Survey, profiling, tower spotting/optimization of tower locations.
 - b. Contouring of foundation area, Complete soil investigation of each tower location.
 - c. Contouring of peripheral area of foundation, complete soil investigation, providing of protection work requirement as per minimum site requirement for the safety of tower location.
 - d. Detailed Engineering and Design for all components of transmission line and their approval from Chief Engineer S&O Wing Jammu
 - e. Fabrication and galvanization of Lattice type Tower Structures and other components as per approved design by CEA, New Delhi.
 - f. Testing, inspection and Supply of all components of transmission line as per the specifications.
 - g. Laying of foundations as per approved design and specifications.
 - h. Erection of Tower, Laying and Stringing of ACSR 'PANTHER' Conductor Testing and Commissioning including transportation, Insurance, Handling, storage of material at site of Re-alignment of 132 KV D/C CSTL between Ramban-Banihal section.
 - i. Obtaining fitness certificate of transmission line from the testing agency of JKPDD.

1.2. The Contract is a single point responsibility to be implemented on a "Turnkey" basis, including defects liability period as specified in SBD, for the JKPDD's Works as notified in the e-NIT for "Survey, Soil Testing/Investigation, Engineering Design, Fabrication of Lattice Type Tower Structures, Galvanization, Supply of Structures, Laying of foundations, Protection Works, Erection of Towers, Laying and Stringing of ACSR Panther Conductor, Testing & Commissioning and inspection including transportation, Insurance, Handling, storage of material at site for realignment of 132 KV D/C Chennani Srinagar Transmission Line due to four lanning of NH-44 between Ramban-Banihal section Tehsil Ramban Distt. Ramban approx. 12.894 KM " all in consonance with the general philosophy delineated in the JKPDD's Requirements. All works essential to arrive at the goal are part of the contract. The specifications and the price schedules endeavor to cover all the essential features of the contract. However, if any item/s is/are missing and have not been included in schedule and are essential for satisfactory completion of the Works and guarantee during the guarantee (defects liability) period, such work will be deemed to have been included as a part of the Contract Price under the prices quoted for the other items.

1.3. You are required to acquaint yourself about the site conditions, access to the site, and availability of sites for his constructional plant and equipment. You will be required to provide suitable access to the work sites and arrange for working space, materials storage sites, etc., within the quoted prices.

2. CONTRACT VALUE:

2.1 The total value of the contract for the scope of work detailed shall be Rs 1145.00 lacs (FIRM) including all applicable prevailing taxes and duties. Nothing extra shall be paid by JKPDD.

2.2 Notwithstanding the break-up of the schedule wise contract price, the contract shall, at all times, be construed as a single source responsibility contract. Any breach in any part of this contract shall be treated as a breach of the entire contract.

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3. PRICE VARIATIONS:

No price variation shall be allowed. The prices will be firm inclusive of all applicable taxes viz GST, Package & Forwarding Tax, Freight & Insurance, Local Taxes, etc.. The employer will have the right to vary the quantities by $\pm 25\%$.

No compensation shall be applicable for reducing the quantity less than the guaranteed quantities as per BOQ. The increased quantity executed shall be built on the same item rates as given in the price schedule.

4. COMPLETION TIME:

The completion time will be 06 months from the date of issue of LOA subjected to ROW clearance.

5. SIGNING OF CONTRACT:

Within fourteen (14) days of issue of letter of award, you or your authorized representative shall attend the office of **Executive Engineer, TLMD-III, Udhampur** for signing of the contract agreement alongwith the work schedule in the shape of PERT chart clearly mention the activity to be executed as per scope of work with prescribed timelines.

6. PERFORMANCE SECURITY

Within fourteen (14) days of the receipt of letter of award but not later than the date of signing of Contract Agreement, you shall furnish to the JKPDD, performance security in the form of a Bank Guarantee for an amount equal to 10% (ten percent) of the contract price in accordance with the Conditions of Contract. The performance security provided in the form of an irrevocable Bank Guarantee, shall be in favour of Chief Accounts Officer, Office of the Chief Engineer, System and Operation wing, Jammu issued by any nationalized/scheduled Indian Bank. The performance security shall be valid for a period of 30 days after the completion of defect liability period. Contractor has completed the whole of the Works, remedied any defects, and completed his obligations for commissioning of the constructed facilities and for satisfactorily rectifying any defects in workmanship, materials and equipment in the facilities during the Guarantee Period.

7. LIQUIDATED DAMAGES FOR DELAY:

7.1 In case the project shall not be completed in the awarded period from the date of Issue of Letter of award, liquidated damages shall be applicable at the rate of 0.5% per week to a maximum of 5% of the value of works not completed in time.

7.2 Once the maximum amount of the Liquidated damages is reached, the PDD may consider Termination of the contract.

8. APPLICABLE LAWS & ARBITRATION:

The governing law to which the contract is to be subjected and according to which the contract is to be executed shall be the Law in force in the State of Jammu & Kashmir and within the jurisdiction of courts of Jammu and Kashmir at Jammu under J&K Arbitration Act.

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If at any time doubt, question, dispute or difference whatsoever shall arise between the Contractor and the department, upon or in relation to or in connection with this contract, either of the parties may give the notice in writing of existence of such doubt, question, dispute or difference and if not resolved, the same shall be referred to J&K State Government for nominating the arbitrator under J&K Arbitration Act. The decision of the arbitrator shall be final, conclusive and binding upon the concerned parties. Provided that Arbitration tribunal shall not have any right / jurisdictions to award any interest on claim which is determined by it in arbitration proceedings conducted by the tribunal. All the materials are to be procured and supplied by the contractor including execution of the works shall be as per latest relevant standards of BIS/IEC/CBIP/CEA. In case of any ambiguity in GTP's /specifications provided in BIS/IEC/CBIP/CEA, the latter shall prevail.

9. PAYMENT TERMS AND MODE OF PAYMENT

9.1 Payment on account of Receipt of material:

80% Payment shall be made progressively on receipt of material, with the following conditions:

1. Contractors guarantee / certificate of quality of material
2. Material inspection and clearance certificate issued by the employer including Delivery challans from its works.
3. Material receipt and inspection at the receiving stores
4. Test certificates (routine and type test certificates)
5. Contractors detailed invoice

9.1.1 Balance 20% Payment shall be made after complete erection and commissioning in all respects.

9.2 100 % payment shall be made as per satisfactory report of the AEE Concerned and after fulfilling of all technical and codal requirements for the erection of tower and stringing of transmission line progressively.

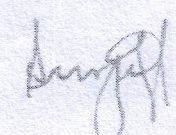
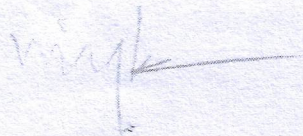
9.3 Payment on account of execution of Civil Works

100 % payment shall be made as per satisfactory report of the AEE Concerned and after fulfilling of all technical and codal requirements.

10. ORDER OF PRECEDENCE:

In case of any Ambiguity the order of precedence of documents shall be as follows:

- i) Agreement
- ii) LOA
- iii) LOI
- iv) Additional conditions of the Contract/SCC



- v) General Conditions of the contract.
- vi) Information and instruction to bidder.

11. Deduction Towards Taxes:

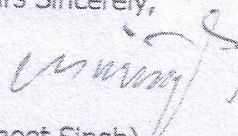
Deduction towards GST and income tax shall be made as per the prevailing rates and shall be made from every interim payment by the DDO/Executive Engineer in-charge project. Any increase in GST shall be borne by the contractor and increase in negative side shall pass on to the department.

12. EXECUTING DIVISION:

The work shall be carried out under the supervision of the Executive Engineer, TLMD-III, Udhampur.

All other terms and conditions as laid down in NIT and other documents forming a part of the contract shall hold good for this contract. You are requested to convey your acceptance within seven days.

Yours Sincerely,


(Gurmeet Singh)
Chief Engineer,
S & O, Wing Jammu

Copy to the:

1. Commissioner Secretary to Govt. Power Development Department, Civil Sectt. Srinagar for his kind information.
2. Development Commissioner (Power), Jammu and Kashmir, Power Development Department, Srinagar for his kind information.
3. Superintending Engineer, S&O Circle-I, Jammu for information.
4. Executive Engineer, TLMD-III, Udhampur for information and necessary action.