

VOLUME - II

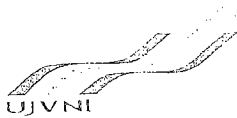
Supplementary Agreement

UJVN LIMITED

VYASI HYDRO-ELECTRIC PROJECT
SUPPLEMENTARY AGREEMENT
OF PRINCIPAL AGREEMENT No-02/SE LVCC-II/1987-88

FOR
CONSTRUCTION OF HATHIARI SURFACE POWER HOUSE ALONGWITH SURGE
TANK, PENSTOCK, 7 M DIA AND 1.35 KM LONG HEAD RACE TUNNEL FROM
HATHIARI END AND APPURTENANT WORKS ON RIVER YAMUNA IN DISTRICT
DEHRADUN, UTTARAKHAND, INDIA.

UJVN Ltd. UJJWAL Maharani Bagh Dehradun



U J V N Limited
(A Govt. of Uttarakhand Enterprise)
यूजेवीएन लिमिटेड (उत्तराखण्ड सरकार का उपक्रम)

कारपोरेटर एवं प्रोजेक्ट कार्यालय Corporate & Office "उज्जवल" महारानी बाग, जी०एम०एस०रोड, (देहरादून) 248006 "Ujjwal", Maharani Bagh, GMS Road, Dehradun- 248006 दूरभाष-01352763508 फ़ैक्स सं०01352763507 Phone-0135-2763508, Fax 0135-2763507	उपमहाप्रबन्धक (जानपद-प्रथम) Dy. General Manager (Civil-I) निकट सेंट मेरी स्कूल टोन्स कालानी डाकपथर (देहरादून) Near Sent Meary School Tons Colony Dakpathar (D.Dun) दूरभाष: 01360-222330, फ़ैक्स: 01360-222499 Phone-01360-222330, Fax 01360-222499
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Letter no. 157/DGM(Civil-1)/NPCC/Vyasi

Dated- 13.03.2012

Ref: Letter no. 157/DGM(Civil-1)/NPCC/Vyasi Dated- 05.03.2012

Subject- Supplementary Agreement of Principal Agreement No. 02/SELVCC-II/1987-88, dated 15th July 1987-88 "Construction of Hathiari Surface Power House Along with Surge Tank, Penstock, 7 M Dia, 1.35 Km Long Head Race Tunnel From Hathiari end and Appurtenant Works on River Yamuna in District Dehradun"

→ Zonal Manager,
M/s NPCC Ltd.,
98 Nehru Colony,
Dehradun.

Dear Sir,

Kindly find enclosed herewith copy of Supplementary Agreement of Principal Agreement No. 02/SELVCC-II/1987-88, dated 15th July 1987-88 "Construction of Hathiari Surface Power House Along with Surge Tank, Penstock, 7 M Dia, 1.35 Km Long Head Race Tunnel From Hathiari end and Appurtenant Works on River Yamuna in District Dehradun."

Kindly acknowledge the receipt of same.

Thanking You,

Your sincerely,

(Rajeev Kumar Agarwal)
Dy General Manager(Civil-I)

Encl-Copy of Supplementary Agreement of Principal Agreement No. 02/SELVCC-II/1987-88, dated 15th July 1987-88

Letter no. 157/DGM(Civil-1)/NPCC/Vyasi

Dated-

Copy to: 1. G.M (Civil), UJVN Limited Ganga Bhawan Yamuna Colony Dehradun for information.
2. Executive Engineer, Lakhwar vyasi Project, Dakpathar, Dehradun for information and necessary action.

(Rajeev Kumar Agarwal)
Dy General Manager(Civil-I)

UJVN LIMITED

VYASI HYDRO ELECTRIC PROJECT (2X60 MW)

(PART-V)

Amended Clauses for Supplementary Agreement
No: 02/SELVCC-II/1987-88, entered on 15-07-1987

"Supplementary Agreement"

For

CONSTRUCTION OF HATHIARI SURFACE POWER HOUSE ALONGWITH SURGE TANK, PENSTOCK, 7 M DIA AND 1.35 KM LONG HEAD RACE TUNNEL FROM HATHIARI END AND APPURTENANT WORKS ON RIVER YAMUNA IN DISTRICT DEHRADUN, UTTARAKHAND, INDIA.


BETWEEN

UJVN Ltd. UJJWAL Maharani Bagh Dehradun

AND

M/S National Project Construction Corporation Limited,
'Raja House', 30-31, Nehru Place,
New Delhi-110019

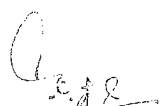

G. S. Singh
Civil
UJVN Limited
Dehradun (Dehradun)


V. S. Singh
Civil
National Project Construction Corporation Limited
New Delhi-110019
Date: 15/07/87

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 Dy. General Manager
 CIVIL
 M.J.V.N. Limited
 Dehradun (Dehradun)


 Dy. General Manager
 CIVIL
 M.J.V.N. Limited
 Dehradun (Dehradun)

STATE OF UTTARAKHAND

SUPPLEMENTARY AGREEMENT

(Appended to Principal Agreement No.02/SELVCC-II/1987-88)

The Supplementary Agreement made this 6th MARCH 2012, between UJVN Limited (hereinafter called 'The Employer') a company within a meaning of the Company's Act 1956 having its registered office at "Ujjwal", G.M.S. Road, Maharani Bag, Dehradun, Uttarakhand on the one part (First party) and M/s National Projects Construction Corporation Ltd. (A Govt. of India Enterprises), a company within a meaning of the Company's Act 1956 having its registered office at "Raja House, 30-31, Nehru Place New Delhi -110019 (hereinafter called 'The Contractor') on the other part (Second party).

Whereas an Agreement No. 2/SELVCC-II/1987-88, dated 15th July 1987 (hereinafter called the 'Principal Agreement') was between the Governor of Uttar Pradesh and the contractor.

And whereas the Contractor had undertaken the construction of the following work of Lakhwar Vyasi HE Project in Distt. Dehradun, the then Uttar Pradesh (hereinafter called 'the works')

S1

Signature
S. C. Singh
Civil
K. V. D. D. D.
Dehradun (Dehradun)

Signature
V. V. D. D. D.
K. V. D. D. D.
K. V. D. D. D.
K. V. D. D. D.
K. V. D. D. D.

Page 22
Jr. General Manager
Civil-I
H.J.V.N. Limited
Dakshin (Dehradun)

unrecd
V. V. Sharma
General Manager (Civil)
N.P.C.U. Ltd.
North West Zone
98, Nehru Colony
Dehradun

"Construction of Hathiri Surface Power House Along with Surge Tank, Penstock, 7 M Dia 1.35 Km Long Head Race Tunnel From Hathiri end and Appurtenant Works on River Yamuna in District Dehradun".

Whereas the Govt. of Uttarakhand vide its letter No. 1596/I(2)/2003-04(8)/17/2003 dated 23.06.2008 allotted the work of Vyasi HE Project to Uttarakhand Jal Vidyut Nigam Ltd.(now UJVN Limited) and subsequently GoU vide its letter No.2513/I(2)/2011-04(8)/11/2011 dated 22.12.2011 have accorded approval for substitution of Irrigation Department by UJVN Limited in the above agreement for its revision, execution and extension. Approval has also been accorded for executing of Supplementary Agreement between M/s NPCC Ltd.& UJVN Limited, whereas UJVN Limited is undertaking the construction of following balance works of Vyasi HE Project in District Dehradun (hereinafter called 'the works')

"Construction Of Hathiri Surface Power House Along with Surge Tank, Penstock, 7 M Dia and 1.35 Km Long Head Race Tunnel From Hathiri end and Appurtenant Works on River Yamuna in District Dehradun."

And whereas the Contractor has agreed to undertake the construction and execution of the said balance works as per conditions of Principal and Supplementary contract, technical provisions and drawings hereafter.


NOW THEREFORE, it is agreed between the parties as follows:

ARTICLE-I Scope of Work: Article-I of Principal Agreement shall remain in force

ARTICLE-II Payments: Article-II of Principal Agreement shall be read along with supplementary agreement remain in force

ARTICLE-III Time of completion: Article-III is amended as below

The work to be performed under this contract shall be commenced by the Contractor after the date to commence work and shall be diligently executed and completed according to the revised construction programme of balance works, ready for handing over to the Engineer-in-Charge before the expiry of 33 months (Thirty three months) from the date to commence work which excludes mobilization period of 3 (Three) months. The date to commence work shall be reckoned as 3 months after the date of signing of agreement or the date of handing over of site for execution of works, whichever is later.


J. Ganesha Narayan
Owner
UJVN Limited
Dehradun (Dehradun)

S3


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ARTICLE-IV Component Parts of the Contract:

This supplementary contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or if not attached as if hereto attached:

- | | | | | |
|--------|-------|---------------------------------|---|---------------------------------------|
| Part-I | (i) | Contractor's Warranty | - | Same <u>as of</u> Principal Agreement |
| | (ii) | Schedule of Quantities and Bids | - | Balance Quantities & amended Rates |
| | (iii) | Documents of Security Deposit | - | As per Supplementary Agreement |

Part-II General Conditions of contract - Same as of Principal Agreement and amended in Supplementary Agreement)

Part-III Technical Provisions - Same as of Principal Agreement and amended in Supplementary Agreement

Part-IV Drawings - Same as of Principal Agreement

Part-V Amended clauses for Supplemental to Principal Agreement No.02/SELVCC-II/1987-88, dated 15th July 1987.

ARTICLE-V - Same as of Principal Agreement

ARTICLE-VI - Same as of Principal Agreement

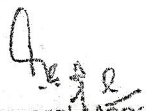
ARTICLE-VII - Same as of Principal Agreement


ARTICLE-VIII - Same as of Principal Agreement

ARTICLE-IX - Same as of Principal Agreement

NPCC Ltd. has agreed to withdraw all their claims against Principal agreement till signing Supplementary agreement and thereafter NPCC Ltd. will be paid for the works done by them but not yet paid for as per original rates with escalation upto the date of payment as per escalation clause principal agreement on getting certificate from Irrigation Deptt.

Regarding request for making some additional payment as per NPCC letter no NWZ/727/7 dated 2.12.2009 on (b) taxes, this will be as per original condition of contract and payment on (c) and (d) are not tenable.


General Manager
Civil

S4 
V.V. Sharma
General Manager (Civil)
N.P.C.C. Ltd.
11/11/2009

Now, therefore, it is hereby agreed between the M/s NPCC Ltd. & UJVN Limited that the Principal Agreement shall be so read and construed as if in the conditions thereto, a new bill of quantities and revised rates (Base date '1 Nov. 2009') as per existing Principal Agreement provisions for the remaining works under the contract and the revision of the clauses as detailed in Part-V, has been inserted

And whereas this agreement is first supplemental to the Principal Agreement.

Dy General Manager (Civil-1)
Lakhwar vyasi Project, Dakpathar
Dehradun.
For and on behalf of
UJVN Limited,
"Ujjwal", Maharani Bag, GMS Road,
Dehradun

M/s National Projects Construction
Corporation Ltd.,
'Raja House', 30-31, Nehru Place,
New Delhi 110019

WITNESSES:

1. Sunil Kumar Joshi
Executive Engineer,
LVP, Dakpathar.

1.

Suneet Garg
D.G.M.
NPCC Ltd.

2. Suneet Garg
D.G.M.
NPCC Ltd.

2. Sunil Kumar Joshi
Executive Engineer,
LVP, Dakpathar.

**Amended Clauses
For Supplemental to Principal Agreement
No. 2/SELVCC-II/1987-88 entered on dated 15th July 1987**

The Govt. of Uttarakhand vide its letter No. 1596/I(2)/2003-04(8)/17/2003 dated 23.06.2008 allotted the work of Vyasi HE Project to Uttarakhand Jal Vidyut Nigam Ltd.(now UJVN Limited) and subsequently GoU vide its letter No.2513/I(2)/2011-04(8)/11/2011 dated 22.12.2011 have accorded approval for substitution of Irrigation Department by UJVN Limited in the above agreement for its revision, execution and extension. Approval has also been accorded for executing of Supplementary Agreement between M/s NPCC Ltd.& UJVN Limited.

The clauses entered hereafter are hereby amended and agreed upon between the M/s NPCC Ltd. And UJVN Limited. Same as varied and modified as below, the Principal Agreement No.02/SCLVCC-II/1987-88 entered on 15.07.1987 for construction of Hathiri Surface Power House alongwith Surge Tank, Penstocks 7 m. dia. and 1.35 km long Head Race Tunnel from Hathiri end and appurtenant works on River Yamuna in District Dehradun between Irrigation Department and M/s National Projects Construction Corporation Ltd., Raja House , 30-31, Nehru Place, New Delhi 110019 (Contractor), shall remain in force and effect, and the Contractor shall be bound to complete the works as per terms and conditions of the Principal Agreement, alongwith amendments/modifications as in Supplementary Agreement executed between M/s NPCC Ltd.& UJVN Limited in compliance of above mentioned GoU order. in witness whereof the parties here have signed this deed on the day and year written as below.

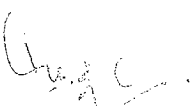
CHAPTER-1

DEFINITIONS AND GENERAL CONDITIONS OF CONTRACT

S.1.1.01- DEFINITIONS:

The following sub-clause of clause 1.01 of principal agreement is amended and sub-clause (b1) & (c1) has been added as below:

- (a) 'Governor' is replaced by and shall mean Chairman, UJVN Limited
- (b) 'Government' is replaced by and shall mean UJVN Limited.
- (b1) Whereas in all the clauses of Principal Agreement, 'Govt. of Uttar Pradesh' or 'Uttar Pradesh' shall be read as 'UJVN Limited' or 'UJVN Limited' respectively and also 'UPSEB' shall be read as 'UJVN Limited' wherever it appears
- (c1) Engineer of Contract: Shall mean the Dy General Manager (Civil-1),Lakhwar Vyasi Project, Dakpathar, Dehradun or may be authorized by UJVN Limited.


Dy. General Manager
UJVN Limited


Dy. General Manager
UJVN Limited

(c) Engineer-in-Charge: Shall mean the Executive Engineer Lakhwar Vyasi Project, Dakpathar Dehradun or may be authorized by UJVN Limited.

(k) 'Rates', 'Unit Prices' shall mean the unit prices entered in the 'Revised Schedule of Quantities and Bids' of Supplementary Agreement.

(p) 'Department' is replaced by and shall mean UJVN Limited.

S.1.1.04 SECURITY DEPOSIT:-

i) The Contractor shall within 30 days of the signing of the supplementary agreement furnish an initial security of 54.00 Lacs in the form of Bank Call Deposit receipt, Fixed Deposit receipt, Post Office Saving Account, Bank Guarantee or other approved securities acceptable to the Engineer-in-charge. Being a Central Government undertaking contractor may furnish Indemnity bond.

This initial security shall remain operative and valid upto six months beyond the date of completion of the work under the contract.

ii) In addition to above mentioned initial security deposit, the contractor shall also permit the Engineer-in-charge to deduct the following security deposit from intermediate bills.

A- On first Rs. 7 crore of work at the rate of 5 percent

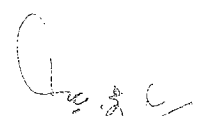
B- On next Rs. 7 crore of work at the rate of 4 percent

C- On next Rs. 7 crore of work at the rate of 3 percent


D- On next Rs. 7 crore of work at the rate of 2.5 percent

Provided that the total amount of deductions as aforesaid including the above mentioned initial security shall not exceed 3% of the value of Supplementary Agreement.

Whenever the amount deducted from the intermediate bills on account of security deposit accumulate to a sum of Rs. 20.00 Lacs (Rs. Twenty lacs only), the Contractor will be allowed to replace it at his own cost, by a Bank Call Deposit Receipt, Bank Guarantee or other approved securities, acceptable to the Engineer-in-Charge of equal amount and the same shall remain operative and valid upto the expiry of the guarantee period stipulated in clause 1.22 of Principal Agreement. The Contractor shall pay all charges for commission and brokerage incidental to the purchase, safe custody, withdrawal and collection of interest on these securities. No interest shall be payable by UJVN Limited on any deposit belonging to the Contractor on whatsoever account.


Mr. Anand Mohan
Civil
UJVN Limited
Dehradun (Dehradun)

S21


S. H. Singh
Civil
UJVN Limited
Dehradun

iii) The order to commence work shall be given only after the contract has become operative as specified in clause 1.03 of Principal Agreement hereinbefore and if the contractor starts the work or incurs any liabilities prior to this he shall do so at his own responsibility and at his own risk and no payment whatsoever shall be made unless the order to commence work has been given.

iv) In case of non-performance, in any form or shape, of the covenants, stipulations and conditions of this contract, the Engineer-in-charge shall have powers to annul, rescind or cancel this contract and upon his notifying in writing to the Contractor that he has done so, this contract shall be absolutely determined and the security deposit mentioned in clause 1.04 (i) and 1.04 (ii) of Principal Agreement may be forfeited by him and upon his doing so the said security deposit shall become the property of the UJVN Limited. The Contractor shall, on being required by the Engineer-in-charge from time to time renew, replenish or increase such security in the event of the same becoming exhausted or in-sufficient. The Engineer-in-charge shall be at liberty at any time to appropriate any amount of security deposit or part thereof toward payment of any sums of money which shall become due against the contractor under this contract, provided that the provision in this clause shall not prejudice any other remedy to which the UJVN Limited may be entitled for the recovery of such sums of money.

S.1.1.09 RISKS / ACCIDENTS

The contractor shall be the insurer of the UJVN Limited and of the latter's agents and employees against any and all of the following risks within the work area, Whether they arise out of the acts of commission or omission of the contractor or of third persons, excepting only those risks which result from affirmative willful acts done by the Engineer-in-Charge subsequent to the execution of the contract.

- (a) The risk of loss and damage to the work occurring prior to the issue of the certificate of final completion including those arising out of the contractor's faulty workmanship, defective execution of work, inadequate upkeep, operations, negligence or otherwise due to contractor's acts of commission and/or omission. In the event of any such loss or damage the contractor shall promptly repair, replace and make good the work without cost to the UJVN Limited
- (b) The risk of injuries (including death) and damage and loss to UJVN

Limited, their agents and their employees and to their property arising out of or in connection with the performance of the work.

The Contractor shall indemnify UJVN Limited and the latter's agents and employees for all such injuries, damages and losses resulting there from within the works area (which includes all work sites and roads in project area) arising out of or in connection with the performance of the work.

- (c) The risks of claims and demands by third party against the UJVN Limited, their agents and employees arising or claimed to arise out of the performance of the work. The Contractor shall take insurance for third party risks of all claims of loss to life in the work area, which includes all work sites and roads in the project area.

The Contractor shall indemnify the UJVN Limited and letter's agents and employees against and from all such claims and demands and for all losses and expenses incurred by UJVN Limited in the defense, settlement and satisfaction thereof. Neither the certificate of final completion nor any payment to the Contractor shall relieve the Contractor from his obligation in this respect.

- (d) Amount of Insurance : The Contractor shall take insurance to cover the following accidents under sub-clause (b) above :

1. Death
2. Loss of two limbs, two eyes or one limb and one eye.
3. Loss of one limb and one eye.
4. Permanent total disablement from injuries other than those named above.
5. Permanent partial disablement (PPD)
6. Temporary total disablement.

The following amount of insurance shall be taken by the contractor for different categories of staff as listed below to cover the accidents as listed hereinabove. The benefits occurring as a result of insurance for accidents (1) to (6) enumerated in

para (d) above, shall be as per rules of the insurance Company providing the cover against such accidents

Category	Capital sum insured	No. of persons in each category to be insured
I Consulting Engineers, Ministers, Secretaries to Govt and Chief Engineer or equal rank	Rs. 10,00,000	6
II Superintending Engineer, and other officers of equal or higher rank	Rs. 9,00,000	5
III Executive Engineer, Asstt. Engineer, In charge, Asstt. Engineer or other officers of equal rank	Rs. 4,80,000	25
IV Junior Engineer, Test and Control Supervisor or persons of equal rank	Rs. 3,60,000	30
V Workcharged Supervisor and persons of equal rank.	Rs. 2,40,000	20
VI Class IV staff and other workcharged staff	Rs. 2,00,000	30

The contractor shall take additional insurance for Rupees Thirty six lacs to cover risks under sub clause (c) above

(e) Specified Risks: Provisions elsewhere in the contract of specific risks or of particular claims for which the contractors is to be responsible shall not be deemed to be limited by the effect of the foregoing provisions not to imply that the contractor is responsible for only risks or claims of the types enumerated in the clause.

(f) The Engineer-in-charge shall during the progress of the works have powers to order the following in writing from time to time:

(i) The removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer-in-charge are not in accordance with the contract specifications.

(ii) The substitution of specified materials by other suitable materials.

Q. 30

Dr. General Manager
Civil
F. ALLEN, Limited
Director (Defence)

S24

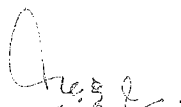
(iii) the removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials or workmanship is not in the opinion of the Engineer-in-charge in accordance with the contract specifications.

In case of default on the part of the Contractor in carrying out such orders the Engineer-in-charge shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Engineer-in-Charge or may be deducted by the Engineer-in-charge from any money due or which may become due to the Contractor under this or any other contract with the UJVN Limited L.

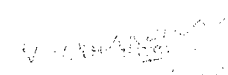
S1.1.11 DEVIATIONS, ALTERATIONS AND ADDITIONS TO THE WORK:

The Contractor shall not in any way alter any of the works without the previous written consent of the Engineer-in-Charge but the Engineer-in-Charge may from time to time and at any time during the progress of the works, by writing, under his hand, direct any deviations, alterations or additions etc., to be made from, in or to the works or any part thereof or may direct the Contractor to curtail or to omit any of the work to execute any new or substituted work or to commence and execute the works or any part thereof in such order and manner as he shall think fit. Any such directions of the Engineer-in-Charge and any deviations, alterations, additions, curtailments and omissions made in pursuance thereof shall not vitiate this contract or be made the ground for any claim for compensation for alleged loss of profit in respect of curtailed or omitted works or (except as hereinafter provided) for extra payment for additional works (occasioned due to deviations, alterations and additions) and any works so directed to be curtailed or omitted shall be curtailed or omitted and any deviations, alterations or additions as directed to be made shall be made to the satisfaction of the Engineer-in-Charge in the same manner as if such curtailments, omissions, deviations, alterations and additions had been originally provided for in the specifications except that value of additional works. Whether by way of addition or deduction shall be estimated by the Engineer-in-charge according to the schedule of quantities and bids where applicable or otherwise treated as an extra item under clause 3.10 of Principal Agreement.

The contractor shall not however on account of such modified new or extra works executed for the UJVN Limited be entitled to claim relief from the obligation to execute other works stipulated


General Manager
Civil
UJVN Limited
Dehradun (Dehradun)

S25


General Manager
Civil
UJVN Limited
Dehradun

under the contract, provided that curtailments, omission, deviations alternations and additions to the works aforesaid will be limited to plus/minus 20% (plus or minus twenty percent) of the total estimated value of the contract as mentioned in the schedule of quantities and bids hereinafter called the estimated value of the contract) which value for this purpose shall be the **value of Supplementary Agreement**. For variations beyond this limit of plus/minus 20% of the total value of this contract mentioned above, payment for the works beyond this limit of plus/minus 20% of the value of this contract mentioned above, will be varied by the percentage shown hereinafter for the plus or minus variation amount only.

Variation in value of work as per schedule of quantities and bids only	Increase in payment for minus variation	Decrease in payment for plus variation
Above 20 per cent upto 25 per cent	2.5 per cent	1.50 per cent
Above 25 per cent upto 30 per cent	5.0 per cent	2.50 per cent
Above 30 per cent upto 35 per cent	6.25 per cent	3.33 per cent
Above 35 per cent upto 60 per cent	8.0 per cent	4.00 per cent
Above 60 per cent upto 100 per cent	10.0 per cent	5.00 per cent

Provided further that if additions/deviations or alternations to the work shall have the effect of increasing the work beyond 100 percent of the estimated value of the contract, then the rates for the work exceeding 200 per cent of the estimated value of the contract will be settled by agreement between the Contractor and the UJVN Limited and failing such agreement the same will be determined by the arbitrator under clause S1.4.01. Pending the determination of rates by the arbitrator the Contractor shall continue to complete all the work demanded and shall be paid for at the rates mentioned in the first provision hereinbefore as if the variation had not exceeded 100 percent. If the rates determined by the arbitrator entitle the Contractor to receive money over and above those already paid, the Contractor shall be paid the same upon submission and checking of the bill therefore, and if any money are due to the Government/ UJVN Limited on that account, the same may be recovered as provided in clause 3.14 of Principal Agreement or in any other lawful manner.

The recovery rates of the materials issued to the Contractor shall remain unchanged both in case of plus or minus variations.

Illustrations:

Chuzo
 Dy. General Manager
 UJVN Limited
 Bangalore (Karnataka)

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[Signature]
 Dy. General Manager
 UJVN Limited
 Bangalore (Karnataka)

- A. In case of variation in value of work by (plus) 50%, the payment for (50-20) percent i.e., 30% of value of work (as per estimated value of contract) shall be decreased 4%..
- B. In case of variation in value of work (minus) 50%, the payment for (50-20) percent, i.e. 30% of value of work (as per estimated value of contract) shall be increased by 8%.

S.1.1.23 JURIDICTION:

The contract shall be governed by the laws of India and of the State of Uttarakhand for the time being in force and be subject to the jurisdiction of the High Court of Judicature at Nainital.

CHAPTER-3

INSPECTION, MEASUREMENT AND ADVANCE PAYMENTS

S.1.3.05 QUANTITIES, UNIT PRICES, TAXES AND ROYALTY ETC.

(a) Unless otherwise expressly provided in this agreement payment for various items of works shall be made at the rates provided for various items of work in the schedule of quantities and bids included in the Supplementary Agreement. Deductions and recoveries will however, be made from the bills as stipulate in the specifications and conditions of contract.

(b) The quantities noted in the schedule of quantities and bids shall be treated as approximate and no claim shall be made against the UJVN Limited for any variations therein actual or relative except as provided in clause 1.11 of Principal Agreement. The unit prices in the schedule of quantities and bids include the cost of all the labour, material, tools, equipment, accessories and processes and all other expenditure as are required for completion of corresponding items of work in accordance with the technical provisions and conditions of contract.

(c) The unit price shall also include Sales Tax, local tax, excise duty, octroi, royalty on quarry rights etc. on brought out items and materials required for this work. The contractor shall not request the Engineer-in-charge for issue of exception certificate for octroi or any other taxes.

i). Service tax, labour cess if applicable will be reimbursed by the department on producing documentary proof.

ii) (1)-Work contract tax will be deducted from the bills of contractor as per statutory provisions. Contractor will file his return to tax authorities for claiming of reimbursement of tax deducted by

the Department. After finalization of claim by tax authorities, the contractor will apply to Department for reimbursement of tax after award on their claims by tax authorities.

(2)-In case of compounding of work contract tax by tax authorities, work contract tax at compounding rate will be deducted from contractor's bill and will be reimbursed to contractor separately.

If there be any enhancement in royalty on quarry rights, the extra cost so incurred shall be reimbursed to the Contractor by the UJVN Limited on production of documentary evidence thereof. on the material actually used on the works under this contract. In case there is decrease in royalty on quarry rights, the UJVN Limited shall be entitled to a rebate of amount actually saved by the Contractor on this account. The enhancement or decrease in rates of royalty shall be adjusted over the rates applicable on Nov 1, 2009. The rates of royalty as applicable for different quarry materials on Nov 1, 2009 are given below:

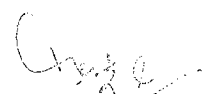
- i) Sand @ Rs. 24.00 per Cum
- ii) Shingle @ Rs. 30.00 per Cum
- iii) Boulder @ Rs. 30.00 per Cum

This variation shall be applicable only on quantities of various items of concrete, masonry and pitching as actually executed and as provided in the schedule of quantities and bids. For assessing quantities of quarried material used in concrete, 125 m³ of material shall for royalty purposes, be deemed to be consumed for every 100m³ of concrete and, out of this 125m³ quantity sand, shingle & boulder shall be deemed to be 30m³, 55m³ and 40m³ respectively.

No reimbursement or deduction from Contractor's bill on account of variation in the rates of Sales tax, excise duty, octroi etc. other than royalty on quarry rights shall be made to the Contractor during the operation of contract.

The Contractor shall not, however, quarry any material from the land acquired by the Government or otherwise belonging to it, except with prior permission from the Engineer-in-Charge. If such permission is accorded by the Engineer-in-Charge, the payable royalty, other taxes and duties shall be borne by the Contractor. In such cases, no reimbursement of royalty so paid by him shall be made.

(d) The quarry for the project as identified in the DPR is within a range of twelve kilometer from the site. In case of non availability, the cartage rates shall be adjusted accordingly. Charges of cartage for transportation will be calculated as per CWC guide lines applicable in Nov 2009.


Gen. Manager
UJVN Limited
Dehradun (Uttarakhand)

S28


Engineer-in-Charge
UJVN Limited
Dehradun (Uttarakhand)

S.1.3.07 ADVANCE PAYMENT:

A. The following advance payment will be made to the contractor in accordance with the provisions contained hereinafter in this clause.

(I)(a) 90% (Ninety percent) ex-works cost of new indigenous construction plant and equipment against Bank Guarantee of equivalent amount required for the execution of works and which have been procured by the contractor for the execution of this contract and brought to the site of work.

(b) 90% (Ninety percent) of the cost F.O.B. part of shipment of imported equipment against Bank Guarantee of equivalent amount required for the execution of works and which have been procured by the contractor for the execution of this contract and brought to the site of the works.

(II) 70% (Seventy percent) of the depreciated value of the old construction plant and equipment against Bank Guarantee of equivalent amount required for the execution of works and which were already with the contractor or have been procured by him for the execution of this contract and have been brought to the site of works.

(III) Deleted

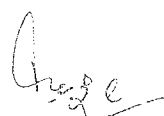
(IV) 75 % (Seventy five percent) of the cost of imperishable construction material under and in accordance with para 456(a) of the financial Hand Book Volume VI issued by the authority of Government. The total advance under this item at any time shall not exceed 2% of the total value of contract.

(V) Adhoc advance not exceeding 3% of value of supplementary agreement , against Bank guarantee of equivalent amount in five equal installments, one installment in each month in the form approved by Engineer-in-charge for mobilization of works after submission of initial security by the Contractor as per clause S1.1.04(i) hereinbefore and after the contractor takes insurance cover as provided in clause S1.1.09(b),(c) and (d).


The advances under item (I), (II), and (V) above shall bear simple interest of 14%per annum on sums up to 10% value of contract, and 19.5% per annum on all sums exceeding 10% of the value of the contract,. The advance under item (IV) above shall be interest free.

B. The advance payments stipulated at (I) and (II) above shall be made subject to the fulfillment of the following conditions:

(I) No advance payment shall be made against new construction plant and equipment unless the Engineer-in -charge has been consulted and his written approval has been obtained in writing prior to procurement of such equipment.


General Manager
Civil
M.V.N. Limited
Deopur (Deopur)

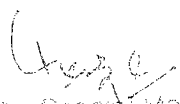
S29


General Manager
Civil
M.V.N. Limited
Deopur (Deopur)


- (II) No advance payment shall be made against old construction plant and equipment which is not considered necessary for works by the Engineer-in-charge or which is not found to be in satisfactory working condition by the Engineer-in-charge.
- (III) The contractor shall assist the Engineer-in-charge in assessing the cost/depreciated value of the plant and equipment by producing original bills, certificates of chartered Accountants and other relevant documents. The cost /depreciated value as determined by the Engineer-in-charge shall be adopted for calculating the advance payment to be made.
- In case of new imported equipment the contractor shall produce evidence to the satisfaction of the Engineer-in-charge of the cost of the equipment along with the invoices, shipping documents etc. The equivalent cost in rupees shall be workout on the basis of official exchange rate of the Reserve Bank of India at the at the time of shipment .
- (IV) The total advance payment against new and old equipment as stipulated at (I) and (II) above shall not exceed 9% of the total value of contract.
- The total advance under para (I),(II) and (V) will not exceed 12% of the total value of the supplementary agreement contract and will be paid in two years as specified below:
- (i) Total advance upto 7% of total advance upto the end of 1st year.
 - (ii) Balance 5% upto the end of 2nd year.

If due to unforeseen reasons, the phasing for advance payments specified above is modified by the Engineer-in-charge, the contractor will not be entitled to any claim, whatsoever, on this account.

- (V) The plant & equipment is hypothecated in favor of and to the satisfaction of the UJVN Limited
- (VI) The plant & equipment is duly insured as provided in clause 1.18 of Principal Agreement at the contractor's expense with an insurance company of repute against damage, destruction from fire, floods & earthquake and also against such other risks as the Engineer-in-charge may direct for an amount not less than the cost/depreciated value assessed by the Engineer-in-charge as provided at (B) (III) above. Such insurance shall continue and remain operative till the full recovery of advance payments.


General Manager
UJVN Limited
Delivered by (Rich Adani)

S30


Project Manager
UJVN Limited
Delivered by (Rich Adani)

- (VII) The contractor shall be solely responsible for the adequacy, efficiency, use, protection, operation, maintenance, repair and preservation to the satisfaction of the Engineer-in-charge of all plant and equipment against which advance payment have been made to him. The contractor shall not remove from site of works the plant and equipment without prior written permission of the Engineer-in-charge and after fully paying back the advance payment received by him for the plant and equipment.
- (VIII) No advance shall be granted against any plant and equipment, the value of which is less than Rs.50000.00 (Rupees fifty thousand only) and no advance for plant and equipment shall be granted after 24 months from the date of notice to commence the work. If the circumstances are considered reasonable by the Engineer-in - charge, the period may be extended.

Note: - (I) The total value of contract referred to in this clause shall be total value of contract as indicated in the schedule of quantities and bids of supplementary agreement.

- (II) Adhoc advance payment for mobilization of works will not be given to contractor if the dues of Maneri Bhali Stage-II are released before commencement of work.

S.1.3.08 RECOVERIES:

This clause 3.08 of Principal Agreement shall remain in force.

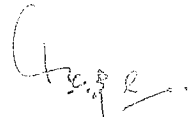
S.1.3.11 LIQUIDATED DAMAGES:

The clause 3.11 of Principal Agreement is substituted as below:

The Contractor shall be liable to pay to the UJVN Limited as fixed and agreed liquidated damages to a maximum limit of Rs 20000000 (Rs. Two Crore) in total on account of any one or all of the following.

- (i) An amount equal to Rs. 33750/- (Rs. Thirty three thousand seven hundred fifty) for every calendar day after 12 months from the date to commence work i.e. the work of Excavation of Pressure shaft /Penstocks, Surge shaft, in full size & height specified in clause S.1.5.29(I) remains in-complete.
- (ii) An amount equal to Rs. 67500/- (Rs. Sixty seven thousand five hundred) for every calendar day subjected after 12 months from the date to commence work i.e. Excavation of Power House foundation up to deepest level and laying first bucket of concrete in raft foundation, specified in clause S.1.5.29 (II) remains in-complete.
- (iii) An amount equal to Rs. 101250 (Rs. One lac one thousand two fifty only) for every calendar day after 27 months from the date to commence work i.e.all works

S31


 Dy. General Manager
 S.1.3.11
 UJVN Limited
 Dehra Dun (Dehra Dun)


 Dy. General Manager
 S.1.3.11
 UJVN Limited
 Dehra Dun (Dehra Dun)

complete of 1.35 KM long HRT including excavation, lining, grouting, adit plugging & site clearance etc., specified in clause S.1.5.29(III) remains in-complete.

- (iv) An amount equal to Rs. 168750/- (Rs. One Lac sixty eight thousand seven fifty only) for every calendar day after 33 months from the date to commence work i.e. Completion of all works under this contract including cleaning up of work sites as laid down in clause 5.24 of Principal Agreement specified in clause S.1.5.29 (IV) remains in-complete.

CHAPTER-4

PROTESTS AND CLAIMS

S.1.4.01 PROTESTS :

(a) If the contractor considers any record or ruling of the Engineer-in-charge or of his authorized representatives in respect of any of the provisions of this contract to be unfair or considers any work demanded of him by the Engineer-in-charge to be outside the requirement of the contract, he shall, immediately upon such record or ruling being made or such work being demanded, ask in writing for return instructions or decisions. On receipt of instructions, decision, he shall proceed without delay to conform to the record or ruling to perform the work demanded, and within twenty (20) days after the date of receipt of the written instructions and decisions he may file a written protest to the Engineer-in-charge stating clearly and in detail the basis of his objection. Except for such protests or objections as are made on record in the manner herein specified and within the time limit stated, the records, rulings, instructions or decisions of the Engineer-in-charge shall be conclusive and binding on the contractor. Instruction and/ or decision of the Engineer-in-charge contained in letters transmitting drawings to the contractor shall be considered as written instructions or decisions, subject to protest or objection as herein provided.

(b) If the contractor is dissatisfied with final decision of the Engineer-in-charge on the protest or objection made by the contractor in accordance with the procedure prescribed in clause S1.4.01(a) hereinabove, the contractor may within thirty (30) days after receiving notice of such decision give notice in writing to the Engineer-in-charge requiring that the matter be submitted to arbitration and furnish detailed particulars of the dispute or difference specifying clearly the points at issue. If this notice from the contractor is not received in the office of the engineer-in-charge within a period of thirty (30) days as stipulated above, the decision of the Engineer-in-charge shall be conclusive and binding on the contractor.

(c)) Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this contract or the subject-matter thereof shall be referred to the arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendment thereof. For contracts costing over Rs.100000000 (Ten Crores), a committee of arbitrators (arbitral tribunal) should be appointed composed of one arbitrator to be nominated by the contractor, one to be nominated by the employer and the third arbitrator who will act as a Chairman but not as umpire, to be chosen jointly by the two nominees. The decision of the majority of arbitrators shall be final and binding on both parties.

The place of arbitration shall be at Dehradun, Uttarakhand.

It is a term of the contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of each such dispute.

The committee of arbitrators (arbitral tribunal) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

(d) The cost of such arbitration shall be borne by the parties or party as decided by the arbitrator.

(e) If work under the contract has not been completed when a dispute is referred to arbitration, the work shall continue during the arbitration proceeding and no payment due to the contractor within the provisions of the contract shall be withheld on account of arbitration proceedings unless authorized or required by the arbitrator.

S1.4.02 ENGINEER – IN CHARGE'S ORDERS TO BE FINAL AND BINDING IN CERTAIN MATTERS :

In the matter of disputes (either before the commencement, during the progress, or after the completion of the works by the contractor or after taking possession of the works by the Government rightly or wrongly or after the abandonment of the works by the contractor) in respect of any or every claim by the contractor whether arising under or out of the contractor contract, from the breach or alleged breach thereof or in any way incidental thereto, or connected therewith or not herein provided for, including (but without limiting the generality of the foregoing provisions) questions as to the quality, quantity and kind of materials, labour, supervision, workmanship plant and temporary works, the order of works and the several parts thereof, the prescribed or extended time limit (if any) for completion of the works, the

measurement of the works and materials and all additional, altered, modified, substituted or omitted works and certificates of completion and of payment and as all other matters and thing in the contract documents left to or dependent on the decision, opinion, order, direction, requisition and/ or certificate of the Engineer-in-charge, his measurement, decision , opinion, order, direction, requisition and / or certificate shall be final and binding the contractor, subject to protest under clause S1.4.01.

Further the Engineer-in-charge shall be the sole judge as to which clauses of the technical provisions relate to which particular work and as to the items in the schedule of quantities and bids under which any particular work is to be classed and also whether or not the unit price for any item in the schedule of quantities and bids shall hold good under conditions altered or modified according to the provisions of this contract and opinion of the Engineer-in-charge in this respect shall be final, conclusive and binding on the contractor except that the contractor will have option to refer the matter to arbitration under clause S1.4.01.

S1.4.03 NON-EXERCISE OF POWERS IN RESPECT OF PENALTY ETC. NOT TO WAIVE THE RIGHT OF THE ENGINEER-IN-CHARGE:

The non-exercise of powers of the Engineer-in-charge to levy penalty or take any other action as contemplated at the time they should have been exercised, shall not debar the Engineer-in-charge from exercising such power, levying such penalty or taking any other action against the contractor to which he become liable at a future date.

S1.4.04 BREACH ON THE PART OF THE GOVERNMENT:

No breach or non-observance on the part of the Government of anything given in the agreement contained herein shall annul this contract or discharge the contractor from the observance and performance thereof but on application by the contractor the Engineer-in-charge may in respect of such breach or non-observance by Government , grant suitable extension of time for the completion of the works.

CHAPTER-5

COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

S.1.5.08 CONSTRUCTION PROGRAMME:

Within thirty (30) calendar days after the date of receipt of notice to commence the work, the contractor shall furnish to the Engineer-in-charge a complete construction programme showing in detail his proposed programme of operations including clean up

operations which programme shall provide for orderly performance of the work. The construction programme shall be in such form and in such details as to properly show the sequence of the work under each item of the schedule of quantities and bids. Revised construction programme shall be submitted at intervals of not more than three (3) months for the approval of the Engineer-in-charge and in addition thereto, the Contractor shall immediately advise the Engineer-in-Charge of any proposed change in his construction programme. Such revision shall not, however affect or supersede the final period of completion of work including the clean up operation as laid in clause S1.5.29.

The above clause of Principal Agreement shall remain in force and shall be effective simultaneously with following additions:-

Balance works, under the Supplementary Agreement shall be completed within 33 months (thirty three months). The proposed time period of 33 months is exclusive of mobilization period.

S.1.5.09 COMMENCEMENT OF WORKS:

The contractor shall commence the work under this contract within thirty (30) calendar days from the date of receipt of notice to commence the work. Any delay by the Contractor in commencement of the work will render him liable to action under clause 5.21 of Principal Agreement.

Above Clause of Principal Agreement shall remain in force and shall be effective simultaneously with the following additions:

The date to commence work shall be reckoned as 3 (Three) months after the date of signing of Supplementary Agreement or the date of handing over of site for execution of works, whichever is later. For the date to commence work / for handing over of site for execution of work, written order will be issued separately as per clause 5.05 of Principle Agreement.

S1.5.22 TIME EXTENSION:

The right of the Contractor to proceed with the work shall not be terminated as provided in clause 5.21 (A) of Principal Agreement hereof nor the contractor charged with liquidated or actual damages as provided in clauses 5.21(B) of Principal Agreement hereinbefore because of any delays incompletion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including but not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, act of another contractor in the performance of a Contract with the Government , fires, floods, epidemics, quarantine, restrictions, freight embargoes, unusually severe weather or delays of sub-contractor or suppliers due to such causes provided that the contractor shall , within 10(ten)

days from beginning of any such delay notify the Engineer-in Charge in writing of the cause of delay who shall ascertain the facts and the extent of delay and suitably extend the time for completing the work or stage of work as stipulated in clause S1.5.28 and S1.5.29 when in his judgment the findings of facts justify such an extension. The period of extension of time shall be determined by the Engineer-in Charge after taking into consideration the nature of the work delayed and the practicability of its execution during the period of extension.

The above clause of Principal Agreement shall remain in force and shall be effective simultaneously with the following additions:

The contractor shall be granted extension of time from last extended date of the Principal Agreement, to the commencement of this Supplementary Agreement. The Contractor shall further be granted extension of time for execution of balance work under this Supplementary Agreement, for a period of 33 months (Thirty three months) from the date to commence work.

S1.5.28 COMPLETION OF WORK:

The clause 5.28 of the Principal Agreement is substituted as below:

The contractor shall supply, erect, equip or construct the whole of the works and hand them over to the UJVN Limited. on or before the expiring of 33 months (thirty three months) excluding mobilization period of three months after the date of order to commence the balance works. The time of completion shall in no circumstance whatsoever be extended or altered except as stated in clause S1.5.22.

S1.5.29 DATES OF COMPLETION:

The Contractor shall complete the under mentioned works by the dates specified below against them.

S.No	Name of Work	Milestone
I	Excavation of Pressure shaft /Penstocks. Surge shaft, in full size & height.	12 months after the date to commence work
II	Excavation of Power House foundation up to deepest level and laying first bucket of concrete in raft foundation.	12 months after the date to commence work
III	All works complete of 1.35 Km long HRT. including excavation, lining, Grouting, Adit Plugging & Site clearance, etc.	27 months after the date to commence work
IV	Completion of all works under this contract including cleaning up of work sites as laid down in clause 5.24.	33 months after the date to commence work

In addition to the above schedule, the contractor will adhere to the dates fixed from time to time for specific items of work concerning the Power House in consultation with the UJVN Limited L. The Contractor shall not be entitled to any compensation or claim on account of any delay or slow downs which may result from such adjustments of construction programme.

CHAPTER-6

CONTRACTOR'S STAFF, REPRESENTATIVES, LABOUR AND CAMP

S1.6.03 RATE AND WAGES:

(A) No labour below the age of 14 years shall be employed on the work. Fair wages not less than minimum wages that may be fixed from time to time in accordance with the law or any Act or Rules there under applicable to the area covered by the work, shall be paid by the Contractor to all labour and their wage rates shall be prominently displayed in the labour camp written in Hindi in Devnagri script and English script. The payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by the labour laws enforced from time to time. Proper acquaintance record for such payments shall be maintained and made available for inspection, in the event of there being any complaint from the labourers.

(B) If after base date for price of supplementary agreement i.e. Nov 2009, the minimum wages of the labour as applicable to this work are increased by the Government under any law for the time being in force (For any reason other than increase in the cost of living index) over and above the rates for similar labour paid by the Contractor or the Contractor is required by the UJVN Limited under any law for the time being in force to make provision of labour amenities and benefits in excess of these customary on base date i.e. 1 Nov 2009, similar project in India, the Contractor shall, during the period this contract remains in force, be reimbursed for any direct increase in the cost of construction which he may have to incur on this account as determined by the Engineer-in-Charge whose decision shall be final and binding on the Contractor.

Provided that in computing the amount of reimbursement under this clause, the labour component under consideration will not be more than 20% of the value (In rupees) of work done, during the period under review. The above adjustment will be allowed by the Engineer-in-Charge after taking a certificate from the Contractor that these extra wages or amenities have been actually provided to the labourers by the Contractor. It will be open to Engineer-in-Charge to verify and be satisfied about the correctness thereof.

(C) Variation on cost of living index will be adjusted and payment to the Contractor will be calculated on the formula:

$$V = \frac{20\% \text{ of } R \times I - I_0}{I_0}$$

Where R=Value of work done in rupees during the year under review.

I_0 =All India Average consumer Price Index Number for Industrial Workers (General Index). Base (1960=100) during Nov. 2009.


I =All India Average Consumer Price Index Number for Industrial Workers (General Index) (Base 1960=100) during the year under review.

V =The increase or decrease in the total payment made to the Contractor during the year under review.

New series of All India Average Consumer Price Index Number for Industrial Worker (General Index) on base 1960 as 100 issued by the Labour bureau Simla and published in the Indian labour journal or as published in the Reserve Bank of India Bulletin from time to time shall be accepted for the purpose of calculations under this clause. Adjustment will be made once a year (January 1st to December 31st). The Engineer-in-Charge may, if deems fit, allow intermediate adjustments during a year. Final adjustment on this account will, however, be made in the final bill by recalculating adjustments for each year's work. Provided always that the Contractor gives a certificate that the aforesaid extra wages have actually been paid to the labourers. This variation shall be adjusted only on the value of work done as per items of the schedule of quantities and bids.

(D) The preceding sub-clause (B) and (C) above shall remain operative only for the contract period as stipulated in clause S1.5.28 of completion of work or extension thereof. In case work is delayed due to the fault or negligence of the Contractor, the aforesaid sub-clause (B) and (C) shall not be operative and the Contractor shall not get any benefit under the said sub-clause for the period of such delays in the completion of work.

(E) The Contractor shall employ labour for three shifts as per the requirement of work. Any payment for overtime work made by the Contractor to the labourers to suit his requirements shall not be reimbursed by the UJVN Limited.


Engineer-in-Charge
UJVN Limited
Dehradun (Dehradun)

S38


Contractor
UJVN Limited
Dehradun

CHAPTER-8

SCOPE OF WORKS, CONSTRUCTION EQUIPMENT AND CONSTRUCTION POWER

S1.8.05 CONSTRUCTION POWER :

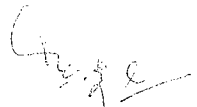
A. General.

Uttarakhand Power Corporation Limited called UPCL/ UJVN Limited shall supply electrical power for the construction of Vyasi Project. The supply shall be given to the Contractor for the civil and other allied works including Contractor's camp and camp utilities.


The power shall be supplied in bulk to the Contractor at 11000 volts, 3 phase, 50 cycle at one or more points as mutually agreed in the vicinity of work sites.

B. POWER CONNECTION.

- i) The contractor shall apply to the Engineer-in-Charge for taking connection at least three months in advance with the schedule for such connection, required by him at one point and the quantum and other particulars of load. The application on prescribed proforma shall be forwarded by the Engineer-in-Charge duly recommended to the concerned authority of UJVN Limited. In case the supply of power is delayed the Contractor shall not claim any compensation on, this account but suitable extension of time may be allowed by the Engineer-in-Charge on the written request from the Contractor, provided that in the opinion of the Engineer-in-Charge reasonable circumstances exist to justify such extension.
- ii) The Contractor shall deposit the required security at the admissible rates depending upon the contracted load which will be refundable after expiry of the agreement for electric connection with UJVN Limited
- iii) The Contractor shall execute separate agreement for connection on Non judicial stamp paper at his own cost with the concerned authority of UJVN Limited on standard agreement form prescribed by the concerned authority of UJVN Limited.
- iv) In order to provide proper voltage regulation the Contractor shall comply with the following conditions:
 - (a) Motor upto 10 BHP may be of the Squirrel cage type and beyond 10 HP starting device shall be 'Star Delta' type designed to keep the starting current within the limit of thrice the full load current.
 - (b) Motor from 50 BHP to 100 BHP shall be of slipring type provided with starting device designed to keep the starting current within one and half time the full load current.


General Manager
Civil
UJVN Limited
Dehradun (Dehradun)

S39


V. K. Sharma
Chief Engineer
N.E.P. Co.
Dehradun
90, Nehru Road
Dehradun

- (c) The motor above 100 BHP shall be of "Synchronous Induction" type and starting device shall conform to provision as per above para.
- v) Reliability of supply will be ensured by laying of duplicate lines as far as possible by the UJVN LIMITED.
- vi) In addition to above, UJVN Limited. shall also make alternative arrangements for feeding the emergency load from diesel power house in case of supply failure from grid. However, the emergency load shall be identified in writing by mutual discussion with the Contractor, Engineer-in-Charge and concerned authority of UJVN Limited. seeing the importance of the work. The Contractor shall lay his separate lines for emergency equipment from the point of supply at his own cost, so that only emergency load is fed from the diesel engines at the time of supply failure from the grid.

C. Maintenance of equipment and Inspection :

- i) The Contractor shall provide and maintain in safe and satisfactory condition his own transmission, transformation and distribution system, sub-station and other equipments beyond the point of bulk supply. All such installations upto the end point of use will be such as to satisfy the requirement of 'Indian Electricity Act' and rules made there under as amended from time to time and shall be subject to the instructions and acceptance of the Chief Electrical Inspector of Govt. of Uttarakhand or his authorized representative at the Contractor's cost.
- ii) In the event of any electrical accident on the line and/or equipment owned by the Contractor, the compensation, if any, shall be payable by the Contractor, and the same shall not be claimed from the UJVN Limited.
- iii) After the points of bulk supply at 11000 volt, the Contractor will make his own arrangement of step down sub-station including transformer, switchgear etc. and shall lay his own distribution lines for distribution purpose.

Geze
 Of General Manager
 UJVN Limited
 Dehradun (Uttarakhand)

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Signature
 Of General Manager
 UJVN Limited
 Dehradun

D. Metering Arrangement:

- i) The supply of power to the Contractor shall be metered by concerned authority of UJVN Limited. at bulk supply at the cost of Contractor for which metering panel complete with meter and other equipment shall be arranged by the Contractor at his own cost. Alternatively, this can be provided by concerned authority of UJVN Limited. if available at the cost of the Contractor or on rental basis.
- ii) The site of metering shall be decided by the UJVN Limited or his authorized representative and in case of any dispute UJVN Limited shall be the final authority whose decision shall be final and binding upon the Contractor. In case the metering is done at the sub-station of the supplier, the Contractor shall not claim for any line and transmission losses etc. However, the cost of the metering panel and equipment installed at the sub-station of the supplier shall not be charged from the Contractor except meter rent which shall be payable by the Contractor.

E. Rates.

(a) Construction power.

The rates of item enclosed in bill of quantity are based on electricity tariff of Rs. 3.90/KWH. Any difference between rates of electricity will be reimbursed / recovered as per documentary proof made available to Engineer-in-charge by contractor.


For their camp separate connection will be got arranged by contractor from concerned authority of UJVN Limited., for which no reimbursement/recovery would be done by UJVN Limited. In case of supply failure, contractor will make his own arrangement of DG sets for their camp.

F. Electricity Duty


In addition to the charges of electricity consumption as provided under clause S1.8.05 E (a) and 8.05 E (b) of Principal Agreement, electricity duty as applicable from time to time ' shall be charged.

Protest and Claims.

- I. The Contractor shall not claim any compensation for any failure of supply for any duration at any or all bulk supply points.


V.V. Sharma
Civil
UJVN Limited

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V.V. Sharma
Civil
UJVN Limited
Sd. Haru G. Sharma

II. In the event of power shortage due to any unforeseen circumstances, the load can be reduced to any extent for which Contractor shall not be entitled to claim any compensation or loss.

III. The UJVN Limited shall not be responsible for any loss/damage to the works, human being and material due to lock-out, strike by any cadre of the employees of the UJVN Limited or any other person beyond the control of UJVN Limited (supplier).

CHAPTER-9

MATERIALS

S 1.9.03 (I) MATERIALS TO BE FURNISHED BY UJVN Limited

A. Cement:

(a) Shall remain in force

(b) (i) Shall remain in force

(ii) (a) Amended as below

For main works cement is being arranged in unpacked loose (bulk) condition and will be available direct from wagons and/or factory and/or from departmental storage sites to the Hatiyari work site at silos or stores of contractor as defined in clause S1.9.03 (I) A (V).

(b) Shall remain in force

(c)(I) Deleted

(II) Amended as below:

The cement in bulk or bags shall be delivered to the contractor at the rate of Rs.5200.00/MT or Rs.260.00/bag (excluding cost of empty cement bags) at Hatiyari work site to the contractor at their/his silos or stores as defined in clause S1.9.03 (I) A (V). The loading unloading/handling/transportation charges etc. including overhead will be paid to the contractor in case cement is supplied in wagon at Dehradun or at any other place other than site store at Hatiyari.

(III)(a) Shall remain in force.

(IV) Shall remain in force.

(V) Shall remain in force.

(VI) Shall remain in force.

(VII) Shall remain in force

(VIII) Deleted.

(IX) Deleted.

(X) Shall remain in force.

- (XI) Shall remain in force.
 (XII) Shall remain in force.
 (XIII) Shall remain in force.
 (XIV) Shall remain in force.
 (XV) Shall remain in force.
 (XVI) Shall remain in force.

B. POZZOLANA, AIR ENTRING AGENT AND OTHER MIXTURES:

The clause 9.03 (I) B of Principal Agreement shall remain in force with following amendment:
 Admixtures shall be supplied by the contractor and included in the rate of cement concreting in bill of quantity.

D. STEEL.

The clause 9.03 (I) D (I) of Principal Agreement shall remain same except the table in the sub clause 9.03 (I) D (I) is modified as below.

S.N.	Materials	Rates in Rs. / Metric Ton(MT)
		Nigam Stores
1	2	3
1	M.S. Reinforcement steel/Tor steel	37108.00
2	M.S. Structural steel	38378.00
3	Liner steel for penstock	73635.00

III. The clause 9.03 (I) D (III) A & B of Principal Agreement is deleted and clause 9.03 (I) D (III) C is amended as below:

C- Structural steel (R.S Joists, channels, angles, flats, M.S rounds and tor steel) – 100MT

The remaining content of the sub clause shall remain same.

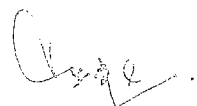
S1.9.04 PRICE VARIATION OF MATERIAL

Base date for calculation of price variation against supplementary agreement shall be read as 01November 2009 wherever any base date appearing in clause 9.04 of the Principal agreement.

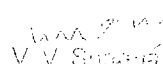
PART-III
TECHNICAL PROVISIONS
CHAPTER – 15

EXCAVATION OF FOUNDATIONS & ITS PREPARATION:

S.1.15.10 The clause remain in force except following amendments:


 Jy. Ganesh Mahajan
 CIVIL
 B.A.V.M. Limited
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 V. V. Suman
 Geotechnical Engineer
 N.E.C.O. Ltd.
 P.O. Nellore
 S.O. Nellore

CHAPTER -17

STEEL SUPPORT IN UNDER GROUND EXCAVATION, SHOTCRETING AND GUNITING S1.17.03 TEMPORARY SUPPORTS

The clause of the Principal Agreement shall remain in force and shall be effective simultaneously except the following amendments:

"Steel used in temporary supports shall be paid at Rs. 10125 (Rs Ten thousand one hundred twenty five) per ton"

CHAPTER -20: CEMENT CONCRETE WORK

S1.20.01: GENERAL

The Clause shall remain in force with following additions:

The Construction Material to be used for construction should conform to latest relevant IS codes of Practice and their amendments thereof, unless otherwise specified. The contractor shall be well aware of it. The Indian Standard Codes of Practice are freely available at Bureau of Indian Standards, 9, Manak Bhawan, Bahadur Shah Zafar Marg, New Delhi.

S 1.20.05 ADMIXTURES

(a) Air entraining admixtures :

The air, entraining admixture, if required, will be furnished by the contractor and will consist of, an approved substance or compound which will produce entrained air in the concrete as hereinafter specified. The contractor shall provide facilities satisfactory to the Engineer-in-Charge for adding the admixture at the mixer, when so required. The total calculated air content for that portion of the concrete containing aggregate smaller than that passing through the 40 mm square mesh sieve will be a percentage of the volume of the concrete, as determined by the Engineer-in-Charge. Nothing extra will be paid to the contractor on account of facilities made for adding admixture.

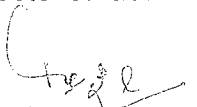
(b) Other admixture (including pozzolana) :

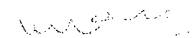
Pozzolanic and other admixtures will be used only as and when directed by the Engineer-in-Charge. These admixtures will be supplied by the contractor as per clause 9.03 (B) of general conditions. The cost of adding any admixture, including all necessary operations and arrangements necessary to be made, shall be included in the unit rates of concrete and nothing extra shall be paid to the contractor.

(c) Test :

Tests of admixtures will be made by the Contractor in accordance with

S45


J. General Manager
Civil
J.A.V.N. Limited


V.V. Sharma
P. H. Sharma
P. H. Sharma

applicable Indian Standard Specifications or as otherwise prescribed by the Engineer-in-Charge.

S.1.20.15: CONVEYING OF CONCRETE:

The Clause shall remain in force with following additions:

Concrete shall be conveyed from the Batching & Mixing Plant to the point of placement using Transit Mixers and then through Concrete pumps for lining of HRT or places of work, as per direction of Engineer-in-charge.


Rates of Cement concrete items are based on the use of 150 kg of cement per cum (3 bag) of finished concrete except item no 35(concrete in head race tunnel), 37(concrete in shaft) and 40(concrete in Sub structure of power house above turbine floor). Rates of Item no 35(concrete in head race tunnel), 37(concrete in shaft) and 40(concrete in Sub structure of power house above turbine floor) was worked out with cement consumption of 8bag, 11bag. and 8 bag respectively for calculation of multiplying factor. If the contractor is required to use any different quantity of cement per cubic meter of cement concrete than 150 kg of cement as per approved concrete mix design except above items, the payment to contractor shall be adjusted upward and downward on the basis of such variation as per issue rate i.e. Rs260/ bag. Variation in cement content in Item no 35 (concrete in head race tunnel), 37(concrete in shaft) and 40(concrete in Sub structure of power house above turbine floor) beyond specified limit shall be adjusted upward and downward on the basis of such variation as per issue rate i.e.Rs 260/ bag or Rs. 5200/MT.

**CHAPTER – 23
REINFORCEMENT**


S 1.23.04 MEASUREMENT AND PAYMENT:

The clause of the Principal Agreement shall remain in force and shall be effective simultaneously except the following amendments:

- (ii) The payment for each weld splice shall be made at unit rate prescribed below irrespective of the type of weld joint and shall hold good both for mild steel and tor steel.


Engr. V. S. Srinivasan
S46
Project Engineer
M. S. Srinivasan
M. S. Srinivasan

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V. S. Srinivasan
Project Engineer
M. S. Srinivasan
M. S. Srinivasan
M. S. Srinivasan

Sl. No.	Diameter of bar in mm ⁹⁹	Rate in Rs. (each splice)
1.	25	67.00
2.	28	100.00
3.	32	135.00
4.	36	165.00
5.	40	200.00
6.	45	235.00
7.	50	270.00

The rate for splice shall include cost of the material, plant, labour and any other incidental charges in preparation and cleaning of the surface to be welded and for welding in accordance with the direction of the Engineer-in-charge.

V. V. Sharma
For Contractor
M/S NPCC Ltd.
Raja House, 30/31, Nehru Place
New Delhi-110019
Dehradun

V. V. Sharma
Dy General Manager (Civil-1)
Lakhwar vyasi Project, Dakpathar
Dehradun.
For and on behalf of
UJVN Limited, "Ujjwal", Maharani Bag,
GMS Road, Dehradun.

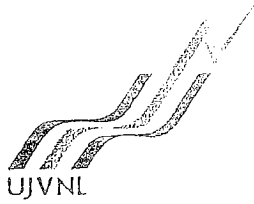
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Civil
MAYN. Limited
Dehpeter (Dehradun)

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V. V. Sharma
General Manager (Civil)
- M.P.C.U. Ltd.
North west Zone
98, Nehru Colony
Dehradun



U J V N Limited
(A Govt. of Uttarakhand Enterprise)
यूजेवीएन लिमिटेड (उत्तराखण्ड सरकार का उपक्रम)

कारपोरेटर एवं पंजीकृत कार्यालय Corporate & Office "उज्जवल" महारानी बाग, जी०एम०एरा०रोड, (देहरादून) 248006 "Ujjwal", Maharani Bagh, GMS Road, Dehradun- 248006 दूरभाष-01352763508 फैक्स सं०01352763507 Phone-0135-2763508, Fax 0135-2763507	उपमहाप्रबन्धक (जानपद-प्रथम) Dy. General Manager (Civil-I) निकट सेंट मेरी स्कूल टोन्स कालानी डाकपथर (देहरादून) Near Sent Meary School Tons Colony Dakpathar (D.Dun) दूरभाष: 01360-222330, फैक्स: 01360222499 Phone-01360-222330, Fax 01360-222499
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Letter no. 157/DGM(Civil-I)/NPCC/Vyasi

Dated- 05.03.2012

The Manager (Contracts),
M/s NPCC Ltd., Raja house 38-31,
Nehru Place,
New Delhi -110019

Subject- Construction of Hathiari Surface Power House Along with Surge Tank, Penstock, 7 M Dial.35 Km Long Head Race Tunnel From Hathiari end and Appurtenant Works on River Yamuna in District Dehradun". Agreement No. 2/SELVCC-II/1987-88, dated 15th July 1987.

Ref: your acceptance letter no. NWZ/702/Hathiari/542 dated-01.03.2012.

With reference to acceptance on terms and condition to be entered in Supplementary Agreement for the work of "Construction of Hathiari Surface Power House Along with Surge Tank, Penstock, 7 M Dial.35 Km Long Head Race Tunnel From Hathiari end and Appurtenant Works on River Yamuna in District Dehradun" it is requested to make it convenient to visit the office of the Dy general Manager (Civil-1), Lakhwar Vyasi Project, Dakpathar Dehradun to enter into the Supplementary Agreement, supplemental to the Principal Agreement No. 2/SELVCC-II/1987-88, dated 15th July 1987, during working hours within 10 days from the date of receipt of this letter, along with the following documents:

1. Stamp paper amounting to Rs.100 only, along with revenue stamp
2. Power of Attorney.

It is to be further noted that within 30 days of signing of the Supplementary Agreement as noted above, an amount equal to Rs.54 Lacs (Fifty four lacs) is required to be deposited as the initial security deposit.

With best wishes

(Rajeev Kumar Agarwal)
Dy General Manager (Civil-I)

Letter no. /DGM(Civil-I)/

Dated

Copy to: 1. G.M (Civil), UJVN Limited Ganga Bhawan Yamuna Colony Dehradun for information and necessary action.

(Rajeev Kumar Agarwal)
Dy General Manager (Civil-I)

G. S. L.

Dy. General Manager
Civil
UJVNL Limited
Dehradun (Dehradun)

G. S. L.

V.V. Sharma
G. S. L. Ltd.
NPCC Ltd.
1. H. M. S. Road
90, Nehru Colony
Dehradun

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Supt. General Manager
Civil
U.A.V.N. Limited
Dehradun (Dehradun)

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V. V. Sharma
General Manager (Civil)
N.R.C.U. Ltd.
North West Zone
93, Nehru Colony
Dehradun

नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
National Projects Construction Corporation Limited
(A Government of India Enterprise)

NORTHERN (WEST) ZONAL OFFICE
98-Nehru Colony, Dehradun-248001 (UK)
Ph.No. 0135-2101046, Telefax : 0135-2675725

Ref. No. NWZ/702/Hathiari/ 542

Date. 01/03/2012

To
The Dy General Manager,
UJVN Limited,
Dakpathar,
Dehradun (UK)

Sub: Agreement No. 02/SELVC-II/1987-88 dt. 15.07.1987.

- Ref.: 1. Our Letter No. NWZ/702/Hathiari/458 dt. 17.01.2012
2. Our Letter No. NWZ/702/Hathiari/493 dt. 04.02.2012.
3. Your Letter No. 48/DGM/Civil-I/NPCC dt. 18.01.2012.
4. Your Letter No. 136/DGM/Civil-I/NPCC dt. 24.02.2012.

Dear Sir,

Please refer to our letter NWZ/702/Hathiari/493 dt. 04.02.2012 vide which it was requested to incorporate changes in certain clauses/sub-clauses of draft Supplementary Agreement-I. As per your letter No. 136/DGM/Civil-I/NPCC dt.24.02.2012, some of the changes in clauses/sub-clauses have been accepted and some of the changes have been rejected.

"All the amendment incorporated vide your letter No. 136DGM(Civil-I)/NPCC dt. 24.02.2012 in terms & conditions only as requested by us are acceptable to NPCC."

Therefore, we would request for execution of agreement so that the mobilization at site could be started immediately.

Thanking You,

Diary No. 1047/NPCC
Dy.G.M./C-MDKP

Yours faithfully,

Date:- 03/03/12


(V.V. Sharma)
General Manager (C)

CC to:

2. The Executive Director, UJVN Limited, UJJWAL, Maharani Bag, Dehradun.

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Dy. General Manager
Civil
UJVN Limited
Dakpathar (Dehradun)


V. V. Sharma
Dy. General Manager
Civil
UJVN Limited
Dakpathar
98, Nehru Colony
Dehradun

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Jy. General Manager
Civil
P. W.A.V.N. Limited
Dehradun (Dehradun)

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Approved
V. V. Sharma
General Manager (Civil)
N.P.C.U. Ltd.
North west Zone
98, Nehru Colony
Dehradun

यूजेवीएन लिमिटेड
(उत्तराखण्ड सरकार का उपक्रम)
UJVN Limited
(An Uttarakhand Govt. Enterprise)

कारपोरेट एवं पंजीकृत कार्यालय Corporate & Office "उज्जवल" महारानी बाग, जी०एम०एस०रोड, (देहरादून) २४८००६ "Ujjwal", Maharani Bagh, GMS Road, Dehradun- 248006 दूरभाष-०१३५२८६३५०८ फैक्स सं००१३५२८६३५०८ Phone-0135-2763508, Fax 0135-2763507	उपमहाप्रबन्धक (जानपद-प्रथम) Dy. General Manager (Civil-I) निकट सेंट मैरी स्कूल डाकपथर (देहरादून) Near ST Marry School, Dakpathar (Dehradun) दूरभाष: ०१३६०-२२२३३०, फैक्स: ०१३६०२२२४९९ Phone-01360-222330, Fax 01360-222499
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No. 2113/DGM(C-I)/UJVNL/NPCC

Dated: 22.12.2011

To,
Manager (Contracts),
M/s NPCC Ltd.
Raja House 38-31,
Nehru Place,
New Delhi-110019

SUBJECT:- Agreement no. 02/SELVCC-II/1987-88 DATED 15.07.87 - Construction of Hathiari Surface Power House alongwith Surge Tank, Penstock, 7m dia 1.35 km long Head Race Tunnel from Hathiari end and Appurtenant Works on river Yamuna in district Dehradun, Uttarakhand, India.

- Reference: -
- 1) NPCC letter no. NWZ/727/823 05.03.2009
 - 2) NPCC letter no. NWZ/727/715 20.11.2009
 - 3) NPCC letter no. NWZ/727/750 02.12.2009
 - 4) Recommendation of committee constituted by Chairman UJVN Ltd. vide no. 1052/UJVNL/Chairman/L-2 dated 13.10.2009.
 - 5) GoU order No. 2513/I(2)/2011-04(8)/11/2011 dated 22.12.2011

Dear Sir,

GoU vide No. 2513/I(2)/2011-04(8)/11/2011 dated 22.12.2011 have accorded approval for substitution of Irrigation Department by UJVN Ltd in the above agreement for its revision, execution and extension. Approval has also been accorded for executing of Supplementary Agreement between M/s NPCC Ltd. & UJVN Limited. In compliance of above UJVN Ltd. conveys its intent to execute the balance works of above agreement through M/s NPCC Ltd. by entering into a supplementary agreement.

The intent expressed is subject to signing of Supplementary Agreement for the above works by M/s NPCC Ltd. which is being made ready for signing.

Thanking you,
Yours sincerely,

Dy. General Manager (Civil-I)

(Signature)
Dy. General Manager
Civil-I
UJVN Limited
Dakpathar (Dehradun)

- Cc: 1. P.S. to Secretary (Energy), GoU: - for kind information of Secretary (Energy).
2. Managing Director, UJVNL, "UJJWAL", Dehradun: - for kind information
3. Director (Projects)/(Operation), "UJJWAL", Dehradun.
4. Executive Director (Civil)/(E&M), UJVNL, "UJJWAL", Dehradun.
5. General Manager (A/c), UJVNL, "UJJWAL", Dehradun.
6. Zonal Manager, M/s NPCC, 98 Nehru Colony, Dehradun- for information & necessary action please.

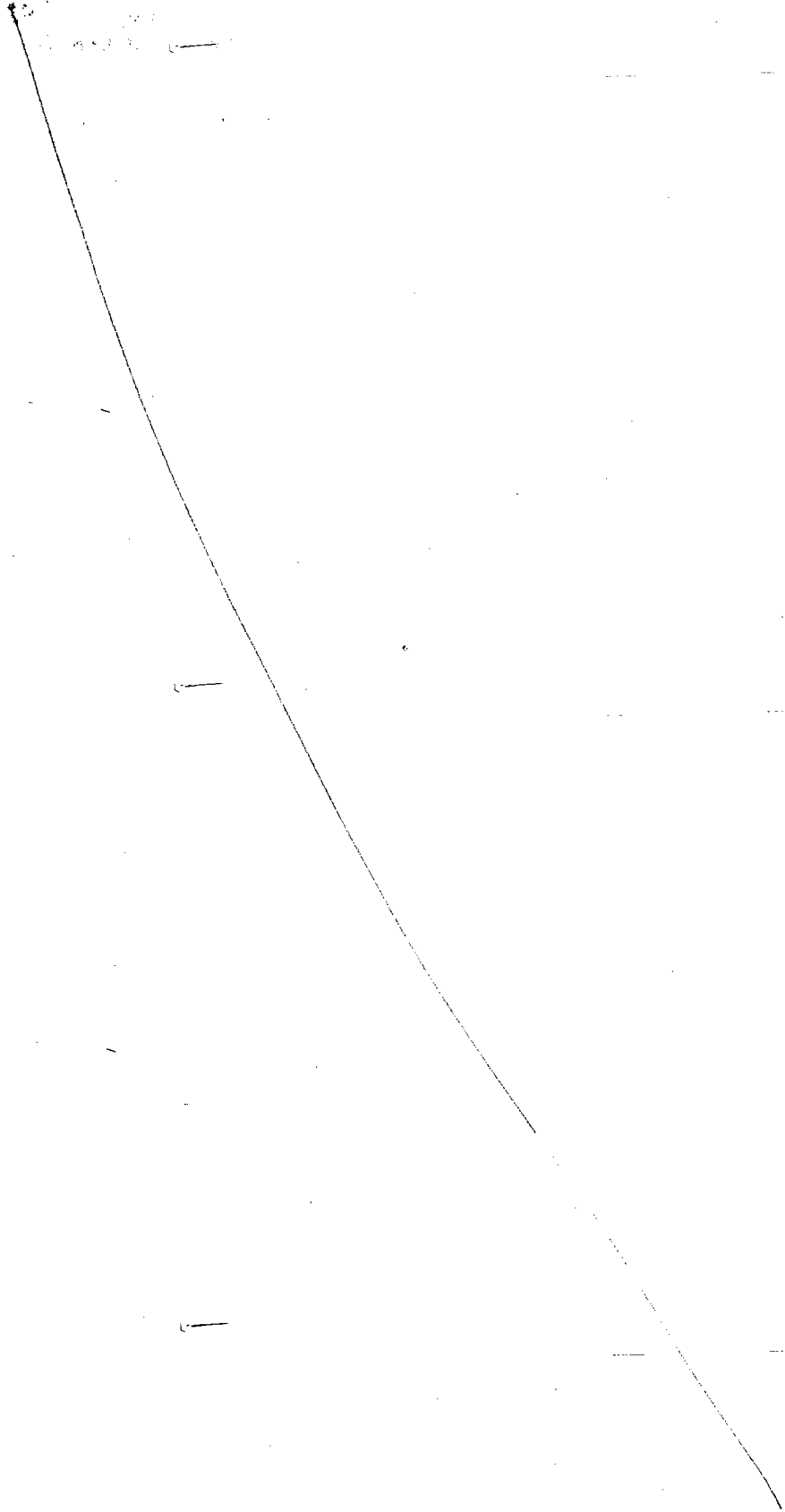
(Signature)

V. V. Sharma
General Manager (Civil)
N.R.C. Ltd.
North West Zone
88, Nehru Colony
Dehradun

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Dr. General Manager
Civil
N.R.C. Ltd.
Dehradun (Dehradun)

[Handwritten signature]



प्रेषक,

संख्या: 2513
I(2)/2011-04(8)/11/2011

डा० एस०एस० सन्धू
सचिव,
उत्तराखण्ड शासन।

सेवा में,

प्रबन्ध निदेशक,
यूजेवीएन लिमिटेड,
देहरादून।

ऊर्जा अनुभाग-2,

विषय:-

देहरादून: दिनांक: 22 दिसम्बर, 2011
व्यासी जल विद्युत परियोजना के विद्युत गृह एवं अन्य संरचनाओं के निर्माण कार्य हेतु मै० एन०पी०सी०सी० एवं सिंचाई विभाग के मध्य हुये अनुबन्ध में सिंचाई विभाग के स्थान पर यूजेवीएन लि० को प्रतिस्थापित करने के संबंध में।

महोदय,

शासनादेश - संख्या: 1596/ I(2)/2008-04(8)/17/2003, दिनांक 23.06.2008 द्वारा लेखवाड़ व्यासी जल-विद्युत परियोजना को उत्तराखण्ड जल विद्युत निगम लि० को आवंटित किया गया था। उपरोक्त के कम में दिनांक 16.12.2011 को सचिव (सिंचाई) एवं सचिव (ऊर्जा) के मध्य हुई बैठक में लिये गये निर्णयानुसार व्यासी जल विद्युत परियोजना के विद्युत गृह एवं अन्य संरचनाओं के निर्माण कार्य हेतु मै० एन०पी०सी०सी० (भारत सरकार का उपक्रम) एवं सिंचाई विभाग के मध्य हुये अनुबन्ध के विस्तार, पुनरीक्षण एवं निष्पादन हेतु सिंचाई विभाग के स्थान पर यूजेवीएन लि० को प्रतिस्थापित किये जाने की स्वीकृति के साथ इस सम्बन्ध में विधिक स्थिति को दृष्टिगत रखते हुये मै० एन०पी०सी०सी० एवं यूजेवीएन लि० के मध्य अनुपूरक अनुबन्ध किये जाने की श्री राज्यपाल महोदय सहर्ष स्वीकृति प्रदान करते हैं।

भवदीय,

(डा० एस०एस० सन्धू)
सचिव

संख्या: I(2)/2010-04(8)/11/2011, तददिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- सचिव, विद्युत मंत्रालय, भारत सरकार।
- 2- प्रमुख सचिव-मा० मुख्यमंत्री, उत्तराखण्ड शासन को मा० मुख्यमंत्री जी के संज्ञानार्थ।
- 3- सचिव, सिंचाई विभाग, उत्तराखण्ड शासन।
- 4- निजी सचिव-मुख्य सचिव, उत्तराखण्ड शासन को मुख्य सचिव के संज्ञानार्थ।
- 5- अध्यक्ष एवं प्रबन्ध निदेशक, मै० एन०पी०सी०सी० लि०, 30-31, राजा हाउस, नेहरू कालोनी, नई दिल्ली।
- 6- महाप्रबन्धक, मै० एन०पी०सी०सी०, 98, नेहरू कालोनी, देहरादून।
- 7- मुख्य अभियन्ता एवं विभागाध्यक्ष, सिंचाई विभाग, यमुना कालोनी, देहरादून।
- 8- प्रभारी, ऊर्जा सैल।
- 9- गार्ड फाईल।

Diary No. 143/ED(C)/UJVNL/G-1
Date: 22/12/11

आज्ञा से,

(संजीव कुमार शर्मा)
अनु सचिव

ED (CIVIL) / ED (EM)
GM (C/C) / GM (HR) / GM (MDG)
1/c PLO, 1/c G.S.

Diary No. 1165
Date: 22/12/11

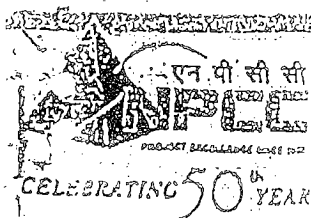
NLCC
हस्ताक्षर

Page

Jy. General Manager
Civil-I
MAVN. Limited
Dakshin (Dehradun)

un

V. V. Sharma
General Manager (Civil)
N.P.C. Ltd.
North West Zone
90, Nehru Colony
Dehradun



नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(भारत सरकार का उद्यम)

National Projects Construction Corporation Limited

NPCC

Northern (West) Zonal Office

98-Nehru Colony

Dehradun-248001 (Ukd.)

(A Government of India Enterprise)

Ref. No. NWZ/727/750

Dated: 02/12/2009

The Executive Director,
UJVNL,
Dehradun (UK)

Sub: Construction of Vyasi H.E. Project Revision of Rates regarding.

Ref: Meeting held on 25.11.2009.

Diary No. 1637/ED(C)/UJVNL/2
Date: 11/12/09

Dear Sir,

This has reference to the meeting held on 25.11.2009 on the above cited subject. We would like to submit the following facts for consideration at your end.

1. Care and protection of Power House and its appurtenant works:- As per opinion of committee, the item rate of this work shall be operated by applying old rates and adding escalation on it. The escalation is coming to about three times of the old rate which is on very lesser side and is unworkable. In our opinion, to maintain the uniformity, this should be based on new multiplying factor which shall be applicable on all other items for which rates have not been evaluated/analyzed.
2. During discussions with the committee it was communicated to deduct overheads on Cement & Steel component. Accordingly we have rectified the rates submitted previously (enclosed as annexure-A). However, we request you to consider the following which have to be borne by the Corporation, added to the overall rate.

- | | |
|---|------------------------|
| (a) Total amount by considering 21% OH & CP excluding Cement & Steel. | = 131.44 Crore |
| (b) 6.32% taxes on the cost of Cement & Steel costing Rs. 65 Crores i.e. $65 \times 6.32\%$ | = 4.10 Crores |
| (c) 3% as unforeseen contingences on Rs. $131.44 - 65 = 66.44$ i.e. $66.44 \times 3\%$ | = 1.99 Crore |
| (d) For early commissioning of Project, all areas need to tackled simultaneously for which we shall need additional executives and due to 6 th pay commission additional funds required (L.S.) | = 5.00 Crores. |
| Total | = 142.53 Crores |

माननीय
(LVP)

प्रधान, देहरादून

(Please study
and respond)

9/12/09



Zonal Office : Uttarakhand Zone NPCC Ltd. 21/6 E.C. Road, Ground Floor, Dehradun-248001 (UK) Telefax : 0135-2655725
Corporate Office : Plot No. 57-58, Sector-25 Faridabad-121 004, Haryana INDIA Ph : 0129-2231269, 4062793, EPABX No. 4052856-58, Ext-202, Fax : 0129-2230891
Registered Office : Raja House, 30-31, Nehru Place, New Delhi-110 019 INDIA Ph : 011-26484842, 011-26418190, Fax : 011-26468289
Website : www.npcc.gov.in, E-mail : cmd@npccindia.com

Water Year 200

जल ही जीवन है इसे व्यर्थ न करें!!

3. Regarding the item of open excavation we have submitted analysis of rates for hard rock as well as loose soil, vide our letter No. NWZ/727/26 dt. 25.11.00 and composite rate arrived at by considering 20% loose soil and 80% hard rock. In case of any variation, the same can be adjusted accordingly.
 4. We have prepared and submitted rates considering 12 Km. lead from quarry. If the lead increases or decreases, the rates shall be adjusted accordingly.
 5. We agree not to draw any mobilization advance as it was decided in the meeting that our payment against M.B. Unit dues shall be considered for early release, which shall work as mobilization for this project.
 6. We agree to UJVNL's contention for releasing intermediate payment i.e. 15% within 15 days and balance in next 30 days from the date of submission/preparation of R.A. bills.
 7. Variation in Cement contents shall be paid.
 8. Royalty for aggregates and sand has been taken as Rs. 36 per M³ and Rs. 2 per M³ respectively. Any change shall be compensated/adjusted accordingly.
- We hope the above shall meet with your requirement and we are available for discussions/meeting whenever you call us.

Needless to mention that good workable rates will help in speedier completion of works.

We would like to emphasize that in case we are allowed to work we shall put every effort to complete the works within schedule date of completion to the satisfaction of all concerned.

Thanking you,

Yours faithfully,


(Er. Satish K. Sharma)
Zonal Manager

Encl. : As above

Copy to:-

- 2) The Chairman, UJVNL, for kind information, please.

N.T.O.:-

- 3) The Chairman & M.D., NPCC for kind information, please.
- 4) The Director (Engg.), NPCC for kind information, please.



नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(भारत सरकार का उद्यम)

National Projects Construction Corporation Limited

(A Government of India Enterprise)

UTTARAKHAND ZONAL OFFICE

98-Nehru Colony, Dehradun-248001 (UK)

Ph.No: 0135-2101046, Telefax : 0135-2675725

Ref. No. NWZ/727/ 745

Dated : 20th Nov. '09

To,
The Executive Director,
Uttarakhand Jal Vidyut Nigam Limited,
Dehradun. (U.K.)

Sub: Construction of Vyasi H.E. Project
- Revision of Rates regarding.

Ref: Meeting held on 10th & 11th of this month.

Dear Sir,

We, at National Projects Construction Corporation Limited, A Government of India Enterprise, have constructed many important and gigantic projects in all over India for different Government Organizations. Our annual turnover for the last three years is more than Rs. 700.00 Crores and this year we have a turn over of Rs. 840 Crores (Approx.). NPCC is an ISO 9001-2000 Organization and is well established in whole of the Country with Registered Office at Nehru Place, New Delhi and various Zonal Offices headed by Zonal Managers in the capitals of different states.

Government of India has awarded projects valuing more than Rs. 3500 Crores during last three years to NPCC as Project Management Consultant where NPCC shall be responsible for quality, timely completion, audit/CAG observations and CVC guidelines etc.

NPCC has more than 800 Officers and executives on its roll which includes 400 Engineers from various disciplines to look after all kind of projects. NPCC has 1350 professionally trained team of technicians to have an adequate control of quality & timely completion of work.

NPCC has executed / is executing several Projects on different modes such as turnkey/deposit/PMC/construction basis. NPCC has long experience in execution of similar projects for varied clients. Recently NPCC has completed its Maneri Bhali Project comprising of similar structures and the project has been successfully commissioned with in time by Uttarakhand Jal Vidyut Nigam Limited.

For General Manager
NPCC Limited

Sd/-

[Handwritten signature]

For General Manager
NPCC Limited

NPCC is having the major resources like Batching plants, Transit mixers, Concrete pumps, Compressors, Crushing plant, DG sets, Dozers, loaders, trucks & tippers and Gantry shuttering. In case of deficiency, the required machinery shall be arranged through resourceful agencies.

NPCC is having its Zonal Office at Dehradun itself and Unit Office at Vikas Nagar with well qualified and experienced engineers in execution of similar nature of works who are on hold and can be immediately deployed on getting go ahead from your end.

The proposed revised rates are re-worked out as per the parameters discussed during above referred meeting. Proposed rates are enclosed as annexure 'A' prepared with the assumptions considered placed at annexure 'B'

NPCC will complete the work with in mutually agreed time schedule i.e. 33 months.

We are enclosing herewith our brochure of NPCC for your perusal.

Thanking you,

Yours faithfully,

(Er. Satish K. Sharma)
Zonal Manager.

Encl. As Above Annexure 'A' - 11+27 = 38

Annexure 'B' - 1 = 1

39

Genl. Manager
CIVIL
M.V.R. Limited
Dehradun (Dehradun)

Annexure 'B'

Assumptions:

1. It is presumed that client will provide quarry for sand and aggregate within 8 KM motor-able road and permission to install and run the crushers will be given to NPCC at project site.
2. The issue rate for construction material to be supplied by client at site are considered as under:-

i) Cement	=	Rs. 260 per bag
ii) Reinforcement steel	=	Rs. 37108 per MT
iii) Structural Steel	=	Rs. 38378 per MT
iv) Liner steel	=	Rs. 73635 per MT
3. Mobilization advance will be given by client against indemnity bond @ 14 % simple interest per annum.
4. Delay in works due to non issue of construction materials in time, the same shall be compensated.
5. Income tax @ 2.00 %, Commercial tax @ 2% and labour cess @ 1% has been considered in proposal. Any other taxes or levy, if applicable, has to be reimbursed by client.
6. Deductions in lieu of Security deposit has to be reimbursed by client on production of Indemnity bond in the multiples of Rs. 20.00 lakhs.
7. The intermediate payment must be released 75% within 7 days and balance within next three weeks time from the date of submission/preparation of R.A. bills.
8. Base date for calculation for price variation/escalation shall be 01.11.2009.

Dy. General Manager
 CIVIL
 A. M. V. N. L. (Noida)
 Director (Construction)

V.V. Sharma
 General Manager
 NPCC
 New World
 90, Nehru Colony
 Dehradun

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नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(ए गवर्नमेंट ऑफ इंडिया एंटरप्राइज)
National Projects Construction Corporation Limited
(A Government of India Enterprise)

UTTARAKHAND ZONAL OFFICE
98-Nehru Colony, Dehradun-248001 (UK)
Ph.No. 0135-2101046, Telefax : 0135-2675725

Ref. No. UKZ/727/823

Dated: 5/03/2009

Executive Director (Civil & Planning)/Director (Operation),
UJVNL, Ujjwal, Maharani Bagh,
Dehradun (U.K.)

Sub.: - Construction of Vyasi Hydro Electric Project (120W), Hathiyari site.

Ref.: - 153/UJVNL/ED(Civil)/LVP/L-1 dated 10/02/2009.

Dear Sir,

Please refer to your above referred letter and in continuation to our letter no UKZ/727/795 dated 25/02/2009 we enclose herewith our revised rates for the balance items along with the rate analysis for the major items. The remaining rates have been arrived at by considering DSR, Maneri Bhali Rates along with the present day escalation or by interpolating similar items.

Also we enclose the revised claims for the Hathiyari site.

Hope you will find them in order.

Thanking you,

Yours faithfully,

(Er. Satish K. Sharma)
Zonal Manager

Encl. As above

Er. Satish K. Sharma
Zonal Manager
UJVNL Limited
Dehradun (Dehradun)

Er. Satish K. Sharma

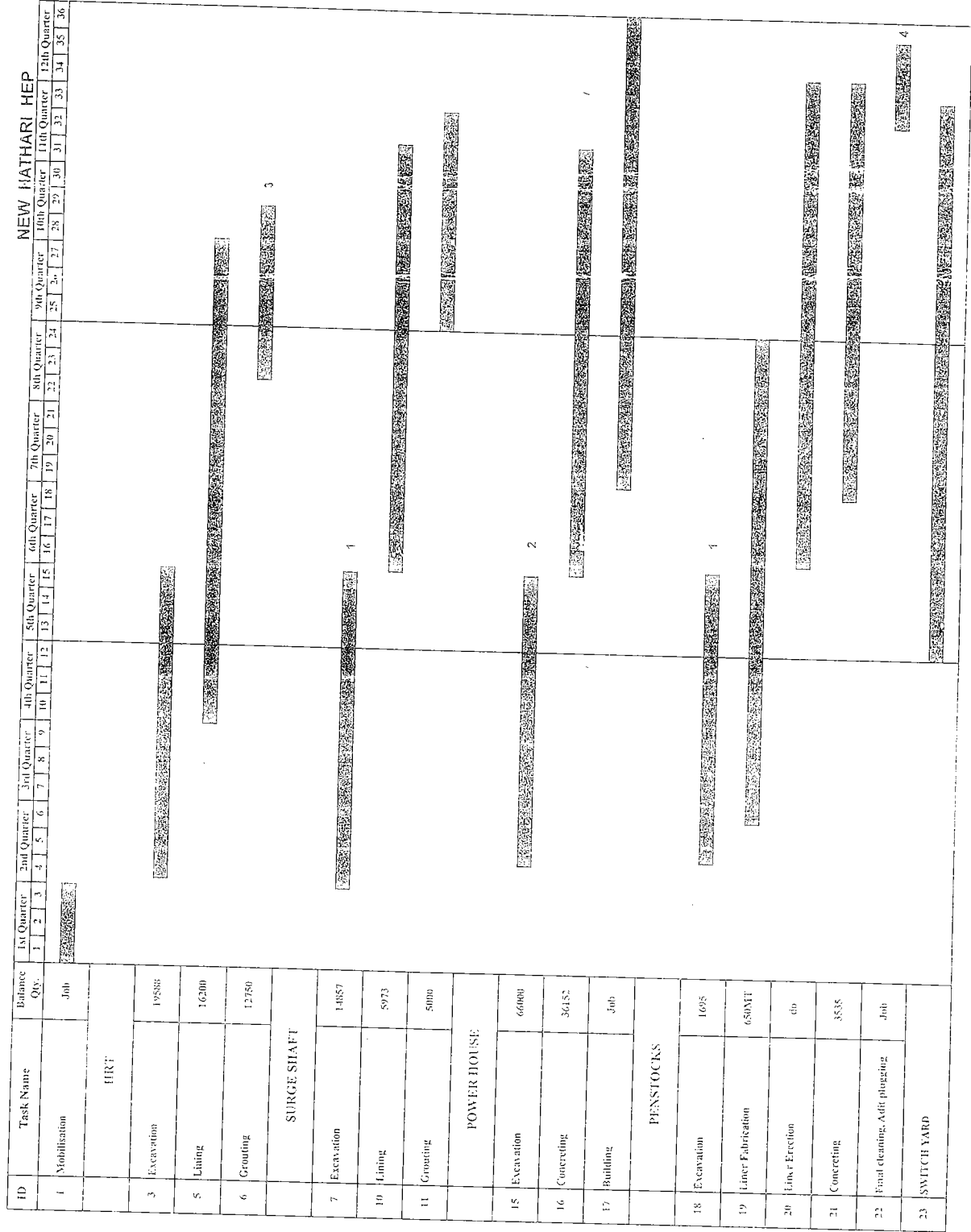
16-07-2010

Er. Satish K. Sharma

C.M.O.

Y. V. Sharma
Zonal Manager
UJVNL Limited
Dehradun (Dehradun)

CONSTRUCTION PROGRAMME



NEW KATHARI HEP

S.	ITEM	Bal. Qty	1 Quarter			2 Quarter			3 Quarter			4 Quarter			5 Quarter			6 Quarter			7 Quarter		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	Mobilisation	Job																					
	HRT																						
2	Excavation	19588																					
3	Lining	16200																					
4	Grouting	8000																					
	SURGE SHAFT																						
5	Excavation	14857																					
6	Lining	5973																					
7	Grouting	5000																					
	POWER HOUSE																						
8	Excavation	66000																					
9	Concreting	36152																					
10	Building	Job																					
	PENSTOCK																						
11	Excavation	1695																					
12	Liner Fabrication	6050 MT																					
13	Liner Erection	6050 MT																					
14	Concreting	3535																					
15	Final Cleaning, Adit Paving	Job																					
	SWITCHYARD	Job																					

Note - 1. Excavation in P/S, Surge Shaft - 12 months
2. Excavation of Power House 12 months