



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
2 X 600 MW SINGARENI THERMAL POWER PROJECT
Jaipur (V&M)-504216, Mancherial (Dist), T.S.

Ref no: STPP/COML/2023-24/329

Dt: 27.10.2023

To,
The Secretary,
T.S. Electricity Regulatory Commission,
5th Floor, Singareni Bhavan, Red Hills,
Lakdi ka pool, Hyderabad – 500 008.

Sir,

Sub: SCCL – Reply to the preliminary objections by TSDISCOMs regarding Capital investment plan (CIP) OP No. 25 of 2023 and Business Plan (BP) OP No. 26 of 2023 for the period FY 2024-25 to FY 2028-29 in respect of Singareni Thermal Power Project, Phase-I (2X600 MW) – Reg.

Ref: Email dated 21.10.2023 received from TSSPDCL on Capital investment plan (CIP) OP No. 25 of 2023 and Business Plan (BP) OP No. 26 of 2023 of STPP.

The reply to the preliminary objections by TSDISCOMs related to 2X600MW STPP vide reference email relating to Capital investment plan (CIP) OP No. 25 of 2023 and Business Plan (BP) OP No. 26 of 2023 for the period FY 2024-25 to FY 2028-29 in respect of Singareni Thermal Power Project, Phase-I (2X600 MW) is hereby submitted with six copies each.

The Hon'ble commission is kindly requested to accept the same.

Thanking you.

Yours sincerely


CTC (STPP)

Chief Technical Consultant

Encl: Reply to the email dated 21.10.2023 from TSSPDCL with 6 copies of 2X600 MW, STPP - Jaipur.

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Chief Technical Consultant
2X600 MW, STPP - Jaipur.

Reply to the Preliminary objections raised by TSDISCOMs dated 20.10.2023

With reference to the Preliminary objections raised by TSDISCOMs vide letter dated 20.10.2023 relating to Capital investment plan (CIP) OP No. 25 of 2023 and Business Plan (BP) OP No. 26 of 2023 for the period FY 2024-25 to FY 2028-29 in respect of Singareni Thermal Power Project, Phase-I (2X600 MW), it is to submit that the objections made are not tenable under the regulations in force. The point wise reply of SCCL to the submissions raised by TSDISCOMs is given in table below:

Preliminary Objections	SCCL Reply
<p>2. The prayer in each of the Petitions is as follows:</p> <p>i. Capital Investment Plan (O.P. No. 25 of 2023)</p> <p>“</p> <p>a) SCCL prays the Hon'ble Commission Consider the Capital Investment Plan of STPP during 2024-29 for approval as per Regulation 7 (b) of Terms and Condition of Generation Tariff Regulation 2019.</p> <p>b) Provide liberty to SCCL to submit CIP in respect of upcoming 800 MW unit as addendum to present Petition after its PPA gets signed and zero date gets declared by competent authority.</p> <p>c) Grant leave to submit the actual capitalization identified during Mid-term review and End of control period review for consideration of the Commission.</p> <p>d) Condone any inadvertent omissions/errors/short comings and permit SCCL to add/change/modify/alter this filing and make further submissions as may be required at a future date.</p> <p>.....”</p>	<p>It is to submit that, these are matters of facts. Hence no comments to offer.</p>


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ii. Business Plan (O.P. No. 26 of 2023)

“

- a) SCCL prays the Hon'ble Commission Consider the Business Plan of STPP during 2024-29 for approval as per Regulation 7 (a) of Terms and Condition of Generation Tariff Regulation 2019.
- b) Provide liberty to SCCL to submit Business Plan in respect of upcoming 800 MW unit as addendum to present Petition after its PPA gets signed and zero date gets declared by competent authority.
- c) Grant leave to submit the actual capitalization identified during Mid-term review and End of control period review for consideration of the Commission.
- d) Condone any inadvertent omissions/errors/short comings and permit SCCL to add/change/modify/alter this filing and make further submissions as may be required at a future date.

.....”

It is to submit that, these are matters of facts. Hence no comments to offer.

3. The Petitioner in its Capital Investment Plan (O.P. No. 25 of 2023), now proposed an expenditure amounting to Rs. 1090 Crs, which are as follows.

SUMMARY OF CAPITAL INVESTMENT PLAN FOR FY 2024-29 (BASED ON PUT TO USE)

(Rs. in Crs)

Sl no.	Description	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
1	Flue gas de-sulphurisation system (FGD)	696.00	40.00	0	0	0	736.00
2	In-Furnace modifications for Nox	0.00	20.00	20.00	0	0	40.00

It is to submit that, these are matters of facts. Hence no comments to offer.

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	mitigation						
3	Operation & Maintenance modules	32.00	36.00	0	0	0	68.00
4	Railway Works	160.00	80.00	0	0	0	240.00
5	Township Civil Works	1.00	1.50	1.50	1.00	1.00	6.00
	Total	889.00	177.50	21.50	1.00	1.00	1090


<p>4. As could be seen from the above, in the Capital Investment Plan proposed under the Petition filed (O.P.No. 25 of 2023), the Petitioner has claimed the additional Capital cost of Rs.1090 Crores in respect of its existing (2x600 MW) STPP for the Control Period FY 2024-25 to FY 2028-29.</p> <p>5. The significant component claimed in the Capital Investment Plan is towards Implementation of revised FGD (Flue Gas Desulphurization) System installation for Rs. 736 Crs and In -furnace modifications for NOx mitigation for Rs.40 Crs. aggregating to Rs.776 Crore while the balance sum has been claimed at Rs.314 Crore, towards Procurement of O&M Modules, Railway Electrification works, Township Civil works, etc.</p> <p>6. The Petitioner in its prayer has also sought liberty to submit the Capital Investment Plan (CIP), in respect of its upcoming 800 MW Unit (1x800 MW) as addendum which capacity is not yet signed by TSDISCOMs under a long term PPA. Since the provision at Regulation 7.4 of the TSERC Generation Tariff Regulations, 2019 allows the Capital Investment Plan in respect of the existing capacity (2x600 MW), this prayer may be disallowed.</p>	<p>It is to submit that, these are matters of facts. Hence no comments to offer.</p> <p>1. It is to submit that meeting on the draft PPA for the proposed STPP 800 MW unit was conducted with TSNPDCL & TSSPDCL in vidyuth soudha in the month of the August-2023.</p> <p>2. Telangana state energy demand is increasing every year due to rapid urbanisation and irrigation projects and is expected to increase further in coming years. In recent times it is observed that state discoms are buying electricity from power market to meet the energy demand.</p> <p>3. Further, TSERC Generation Tariff Regulations, 2019</p>
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	<p>allows the Capital Investment Plan for new projects. The relevant clause of regulation TS 01 of 2019 is quoted below:</p> <p><i>“3.10.3. The capital investment plan shall show, separately, on-going Projects that will spill over into the Control Period, and new Projects that will commence in the Control Period but may be completed within or beyond it,.....”</i></p> <p>4. In view of the above, Hon’ble Commission is requested to allow as an addendum of present CIP after the STPP Phase-II (1x800 MW) proposal is taken up.</p>
<p>7. The Respondents would submit their objections on the Capital Investment Plan Petition (O.P. No. 25 of 2023) as below –</p> <p>i. The Petitioner in the Capital Investment Petition (O.P. No. 25 of 2023) has now claimed the entire Excess Capital expenditure, which claim was disallowed earlier (Except FGD and in-furnace modification for Nox Mitigation), by this Commission vide orders dt.28.08.2020 in O.P. No.9 of 2020 (Capital Investment Plan for the Control period 2019-241, where-under the commission held that the claims are not allowable as the same are after the cut-off date.</p> <p>ii. Further, the Petitioner has ignored that the Hon'ble Commission <u>vide order dt. 23.03.2023 in the Mid Term Review Petition (MTR), O.P.No.77 of 2072 has also disallowed the similar nature of claims of SCCL for revision of Capital cost such as Spill-over of works amounting to Rs.199.78 Crs , Emergency works in respect of Railway Siding, by holding that the claims were not allowable as per TSERC Regulation No. 1 of 2019 as these were claimed after the Cut-off date 31.03.2019 and certain claims were not part of Original Scope of Works.</u></p>	<p>1. It is to submit that the capital investment proposed by SCCL include the capital investment plan (CIP) for STPP FY 2024-25 to FY 2028-29 and is prepared primarily based on capital expenditure towards compliance of new pollution norms for which FGD work is under progress. As these allowed by Hon’ble Commissions in its earlier Capital investment plan order.</p> <p>2. Capital expenditure for procurement of critical modules is proposed to keep necessary capital spares available during the coming control period for successful execution of generation plan.</p> <p>3. Capital investment towards railways works, at present the railway locos are running with diesel engines and with manually managed signalling system. South central Railway authorities v ide letter dated 15.07.2021 once again advised to arrange for overhead electrification system</p>

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<p>iii. The other works proposed under the present Capital Investment Plan (Except FGD and in-furnace modification for Nox Mitigation), have already been disallowed by this Hon'ble Commission vide orders dt.28.08.2020 in O.P.No. 9 of 2020 (Capital Investment Plan for the Control period 2019-24) and also vide order dt. 23.03.2023 in O.P.No.77 of 2022 in the Mid-term Review Petition on review of TSERC Multi-Year Tariff Order dated 28.08.2020 (MYT Order).</p>	<p>along with necessary signalling and telecommunication works to ensure safe running of railway wagons which in turn will reduce the transportation cost of Coal.</p> <p>4. The works which are require for safety and effective running of plants like construction of closed shed for storage of materials, CC roads for ash transport and drainage system works will be taken up in other civil works.</p>
<p>iv. The Hon'ble Commission, white granting in-principle approval for undertaking FGD Works, held that it would carry out the Prudence Check of the cost of FGD system in true-up for the relevant year after Commissioning of the same. As such, the Capital Investment proposed for FGD & In-Furnace modification of No, Mitigation (Rs.776.00 Crore) shall be subject to this prudence check by Hon'ble Commission.</p>	<p>1. It is to submit that the order of Flue Gas De-sulphurisation (FGD) project at STPP for mitigation of Sox was divided into two (2) contracts both of which were placed on M/s PES Engineering Pvt Ltd on 28.12.2020 on competitive bidding process. The work for FGD commenced on 28.12.2021.</p> <p>2. The awarded price of both the contracts combined is Rs.590.25 crores. However, the above price excludes the amount towards taxes, duties and Interest during constriction (IDC). The proposed Rs.736 crores for FGD in CIP for FY 2024-2029 includes the provisional amounts of taxes, duties and IDC. The relevant documents containing awarded contract details of FGD project order is attached as annexure-A.</p>
<p>v. Regarding the other Capital Investment claims proposed by the Petitioner such as Railway Works, O&M Modules, township civil works etc., the same are not allowable in terms of the Hon'ble Commission's tariff Orders issued from time to time' Further, the Petitioner failed to submit the cost-benefit analysis in respect of the other works proposed under the Capital Investment</p>	<p>1. It is to submit that South central Railway authorities vide letter dated 15.07.2021 have advised once again to arrange for overhead electrification system (OHE) along with necessary signalling and telecommunication (S&T) works to ensure safe running of railway wagons, which will in</p>

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<p>Plan, as required under the TSERC Tariff Regulations 2019. Therefore the Hon'ble Commission is prayed to disallow the same.</p>	<p>turn reduce the Coal transportation cost.</p> <ol style="list-style-type: none"> 2. In view of this work for overhead electrification (OHE) is under progress and is likely to be completed in FY 2024-25. 3. Capital expenditure for procurement of critical modules is proposed to keep necessary capital spares available during the coming control period for successful execution of generation plan. 4. Further, the works which are require for safety and effective running of plants will be taken up under township civil works. 5. In view of the above, the Hon'ble Commission is requested to allow the expenditure towards Railway Works, O&M Modules & township civil works.
<p>8. The Respondents would submit their objections on the Business Plan Petition (OP No. 26 of 2023) as below -</p> <ol style="list-style-type: none"> i. The petitioner in the Business Plan petition while projecting the Generation Planning, Capital Investment Plan and financial Statements such as balance Sheet and profit and loss statement for the period FY 2024-25 to 2028-29, prayed to enhance the normative auxiliary consumption to 6.25% by taking into consideration the historical actual values in the range of 5.83% to 6.12% during 2019-24 and by referring the CERC norms. ii. In addition to the above, the petitioner has also sought additional auxiliary energy consumption of 1% towards FGD Plant, expected to be commissioned by August 2024. iii. In this context, the Respondents submit that the Hon'ble Commission vide orders dt.19.06.2017 in OP No. 9 of 2016 and vide order dt.28.08.2020 in OP 	<ol style="list-style-type: none"> 1. It is to submit that the auxiliary energy allowed for STPP (2X600 MW) by Hon'ble commission during 2019-24 is 5.75%. However, actual aux for present control period is higher i.e FY 2019-20: 6.01%, FY 2020-21: 6.12%, FY 2021-22: 5.83% & FY 2022-23: 6.05%. 2. Considering the historical actual values, the Hon'ble commission is prayed to allow increase in the normative auxiliary energy to 6.25% before FGD installation in line with the CERC norms for 600MW units which is 6.25% and CERC has many units of 600MW capacity under their jurisdiction. 3. Further, it is to submit that the STPP, FGD plant is expected to be commissioned in August-2024. This FGD plant is estimated to consume 1% additional auxiliary

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No.5 of 2019 has approved the auxiliary consumption of 5.75 % only and as per the applicable TSERC regulation 1 of 2019 also, the auxiliary consumption allowable to the petitioner is 5.75 % only. .

- iv. As could be seen from the above, the claim to enhance the auxiliary energy consumption to 6.25%, by deviating from the norms fixed by the Hon'ble Commission @ 5.75% is totally unjustified and therefore the Hon'ble Commission may disallow the same.
- v. With regard to the petitioner claim for additional auxiliary by 1% for FGD installation, the Hon'ble commission may consider the same duly taking into consideration the prevailing regulations and other State ERC orders applicable after commissioning of the same by the Petitioner.

energy to run its different systems such as:

- Absorption system.
 - Lime stone preparation system.
 - Primary gypsum dewatering system.
 - Gypsum dewatering system.
 - Process water system.
 - Flue gas duct booster fans and dampers.
 - Lime stone handling system.
 - Gypsum handling system.
 - Primary gypsum dewatering system/Gypsum dewatering system.
 - Auxiliary storage system.
 - Process water system.
 - Hoisting system/ other miscellaneous system.
4. SCCL projected auxiliary consumption as per the norms provided by TSERC i.e 5.75% plus 1% for FGD total 6.75%. However, SCCL prays Hon'ble Commission to allow **7.25% after FGD installation** in line with CERC norms for 600MW and as per the operational history of STPP.

It is to humbly submit that the Hon'ble SUPREME COURT OF INDIA in the CIVIL APPEAL NO. 7524 OF 2012 between PTC India Limited versus Gujarat Electricity Regulatory Commission and another has held that there is no warrant for entertaining preliminary/interlocutory objections and any attempt by the objectors to delay adjudication of the matter deserves to be deprecated. The order copy on the CIVIL APPEAL NO. 7524 OF 2012 is attached as **annexure-B**.

In view of the above point wise reply of SCCL, the Preliminary objections raised by TSDISCOMs vide letter dated 20.10.2023 relating to Capital investment plan (CIP) OP No. 25 of 2023 and Business Plan (BP) OP No. 26 of 2023 for the period FY 2024-25 to FY 2028-29 in respect of Singareni Thermal Power Project, Phase-I (2X600 MW) are not tenable.


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Contract details of FGD Project for 2X600 MW STPP		
First contract: 7600008906(Supply)		
Sl no	Item description	Amount
1	Main Equipment	3,392,128,225.00
2	Mandatory spares	158,696,057.00
3	Type tests	5,545,661.00
Total		3,556,369,943.00
Second contract: 7600008907(services)		
Sl no	Item description	Total amount
1	Frieght & Insurance for Main Equipment	36,450,501.00
2	Frieght & Insurance for Mandatorty spares	1,983,701.00
3	Erection- Main Equipment	522,705,139.00
4	Civil works	1,564,148,015.00
5	Structural Works	168,614,561.00
6	Training charges	2,677,996.00
7	AMC Charges	3,967,401.00
8	Amount linked to safety Aspects	45,625,116.00
Total		2,346,172,430.00
Grand Total		5,902,542,373.00
Notes:		
1) Taxes and IDC are extra to above amount.		
2) Price variation as per contract terms		

THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVT COMPANY)

Corporate Purchase Department - Kothagudem
e-mail : sec01_pd_crp@scclmines.com
Phone : 08744 242301, Extn : , Fax : 08744 245651

APGST: WGL/09/2/1211 Dt: 21-04-1966,
ST: WGL/09/2/1016 Dt: 22-12-1965
Sales Tax Registration No. WEP 1-4-88,
Registration No as Tax deductor:36AAACT8873F1DA

TIN NO: 36150117915
CIN:U10102TG1920SGC000571
GSTNO:36AAACT8873F1Z1
21AAACT8873F1ZC (Odisha - Naini Project)

Firm Order (Service)

Subject First Contract- Supply of Main equipment including mandatory spares and type test charges for Flue Gas Desulphurisation (FGD) System package for STPP Stage-I

Po Number : 7600008906 PO Date : 28.12.2021 Plant : 9100 STPP Jaipur Power Plant	Our Enquiry No : E0119O0413 Enquiry Date : 29.01.2020 Your Quotation No : PESEPL Quotation Date : Your negotiations No :
To, M/s PES Engineers Pvt.Ltd. , 1st Floor,Pancom Chambers, 6-3-1090/1/A,Somajiguda Raj, Bhavan Road Hyderabad - 500016 , Telangana India Phone : 7893775511 e-mail: raovvk@peseng.net Vendor Code : 5000011466	Nature of Items : Capital For Use at : STPP Type of Order : Service

Your above quotation for providing Services has been accepted on the terms and conditions stipulated here in

Please refer

- I. Details of the services are enclosed in Annexure-I
- II. General Terms and conditions, as Per Annexure

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Terms and Conditions:

- 1. Price F.O.R** F.O.R destination -
- 2. Discount / Rebate** -
- 3. Packing Charges** Inclusive.
- 4. Forwarding Charges** Inclusive.
- 5. Freight** Seperate PO No.7600008907 Dtd.28.12.2021 is released.
- 6. Insurance** Seperate PO No.7600008907 Dtd.28.12.2021 is released.
- 7. Excise Duty / GST** GST Extra as applicable. Presently @18%.
- 8. VAT / CST / Service Tax / GST** -
- 9. Guarantee / Warrantee** Defect liability period: As per GCC Clause 27.2 of Bid Document.
Functional Gurantee : As per Sub-Section-VI (Functional Guarantees
<(>&<)> Liquidated damages) of Section-VI Technical specification)of Bid Document.
- 10. Price Variation Clause** The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement (G.C.C Clause 11.2).
- 11. Risk Purchase Clause** Applicable as per GCC Clause No.7.3.1.11.
- 12. Price Fall Clause** Not applicable.
- 13. LD Penalty Clause** Applicable as per Sl.No.1 of Amendment No. 01 to Commercial Portion of Bidding Document.
- 14. Certificates** -
- 15. Mode of Dispatch** -
- 16. Performance Bank Guarantee** I.As per Clause No.33.0 of ITB of Bid Document read with SCCL Ir. CRP/MP/01/E011900413/1892 Date:05/06.05.2021, Firm shall submit PBG for 3% of Contract Price for all the contracts within 28 days after receipt of the Notification of Award.

II. In case of award of a project, through Route-2, Route-3 and Route-4, the QFDGM will be required to furnish an on-Demand bank guarantee for an amount of 2% of the total contract price of the FGD System Package for the awarded project in addition to the contract performance security to be furnished by the Firm (i.e. M/s PES Engineers Pvt Ltd).
M/s PES Engineers has qualified through Route-4 and M/s Ducon Technologies, USA, is the QFDGM.

17. Payment Terms/RTGS details

The Contract price for the First Contract is Rs.355,63,69,943.00.
The Contract Price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. (Clause 12 of GCC).

Bank Particulars:

- i) Account Name: PES Engineers Private limited
- ii) Banker's Name: Union Bank of India Formerly Andhra Bank)
- iii) Branch : Somajiguda
- iv) Bank address : 1st Floor, PANCOM Chambers, 6-3-1090/1/A, Somajiguda, Rajbhavan Road, Hyderabad. Pincode-500082.
- v) 9 Digit MICR code : 500011035
- vi) 11 Digit IFSC code of Beneficiary Branch : ANDB0000435
- vii) Bank Account No.: 043513046005304
- viii) Bank Account Type : Cash - Credit

18. Delivery Schedules

19. Delivery Completion date

20. last date for PO/ Validity of

-
Applicable as per BDS Item No.10 of Bid Document.
31.03.2025

22. Other Remarks

Note:

1) Since the entry value for each line is limited to Rs.99,99,99,999.00 only, the order rate for Ex-Works Main equipment is split into 4 parts and entered in lines 1,2 3<(>&<)>4.

2) Award of Contracts (As per ITB Clause 29.7):

The award shall be made as follows:

(i) First Contract (Present Contract PO No.7600008906 dated 28.12.2021):

For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares (For Schedule-1).

(ii) Second Contract (Other Contract PO No.7600008907 dated 28.12.2021):

(For Schedule-2<(>&<)>3).

For providing all services i.e., inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including Civil <(>&<)> Structural Steel works, allied works if applicable), insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment supplied under the 'First Contract', Civil Works and all other services as specified in the Contract Documents.

Both the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on the Employer to terminate the other Contract also at the risk and the cost of the Contractor.

III. Bid Document No.CW-CM-11017-C-O-M-003 along with Amendments, are attached.

Niven
~~for~~ GM (MP)
The Singareni Collieries Co. Ltd
Kotlagudem - 507101

Note:

For payment through bank SCCL reserves the right to recover the dues on account of late delivery, non submission of bank guarantee, excise duty gate pass and price excess charged over ordered prices etc. So the negotiated terms should give leverage to the collecting Bankers to enable them to honour the lodgments. The company would give the details or amounts retreated. The issue will be resolved later.

THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVT COMPANY)

Corporate Purchase Department - Kothagudem
e-mail : sec01_pd_crp@scclmines.com
Phone : 08744 242301, Extn : , Fax : 08744 245651

APGST: WGL/09/2/1211 Dt: 21-04-1966,
ST: WGL/09/2/1016 Dt: 22-12-1965
Sales Tax Registration No. WEP 1-4-88,
Registration No as Tax deductor:36AAACT8873F1DA

TIN NO: 36150117915
CIN:U10102TG1920SGC000571
GSTNO:36AAACT8873F1Z1
21AAACT8873F1ZC (Odisha - Naini Project)

Firm Order (Service)

Subject Second Contract-Inland Transportation, Insurance, Installation, testing, commissioning and inducting Guarantee tests etc. of Flue Gas Desulphurisation (FGD)

Po Number : 7600008907 PO Date : 28.12.2021 Plant : 9100 STPP Jaipur Power Plant	Our Enquiry No : E011900413 Enquiry Date : 29.01.2020 Your Quotation No : Quotation Date : Your negotiations No :
To, M/s PES Engineers Pvt.Ltd. , 1st Floor,Pancom Chambers, 6-3-1090/1/A,Somajiguda Raj, Bhavan Road Hyderabad - 500016 , Telangana India Phone : 7893775511 e-mail: raovvk@peseng.net Vendor Code : 5000011466	Nature of Items : Capital For Use at : STPP Type of Order : Service

Your above quotation for providing Services has been accepted on the terms and conditions stipulated here in
Please refer

- I. Details of the services are enclosed in Annexure-I
- II. General Terms and conditions, as Per Annexure

(14)

Terms and Conditions:

1. Price F.O.R F.O.R destination -
2. Discount / Rebate -
3. Packing Charges Inclusive.
4. Forwarding Charges Inclusive.
5. Freight Inclusive.
6. Insurance Inclusive.
7. Excise Duty / GST GST Extra as applicable. Presently @18%.
8. VAT / CST / Service Tax / GST -
9. Guarantee / Warrantee Defect liability period: As per GCC Clause 27.2 of Bid Document.
Functional Gurantee : As per Sub-Section-VI (Functional Guarantees
<(>&<)> Liquidated damages) of Section-VI Technical specification)of Bid Document.
10. Price Variation Clause The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement (G.C.C Clause 11.2).
11. Risk Purchase Clause Applicable as per GCC Clause No.7.3.1.11.
12. Price Fall Clause Not applicable.
13. LD Penalty Clause Applicable as per Sl.No.1 of Amendment No. 01 to Commercial Portion of Bidding Document.
14. Certificates -
15. Mode of Dispatch -
16. Performance Bank Guarantee I.As per Clause No.33.0 of ITB of Bid Document read with SCCL Ir. CRP/MP/01/E0119O0413/1892 Date:05/06.05.2021, Firm shall submit PBG for 3% of Contract Price for all the contracts within 28 days after receipt of the Notification of Award.

II. In case of award of a project, through Route-2, Route-3 and Route-4, the QFDGM will be required to furnish an on-Demand bank guarantee for an amount of 2% of the total contract price of the FGD System Package for the awarded project in addition to the contract performance security to be furnished by the Firm (i.e. M/s PES Engineers Pvt Ltd).
M/s PES Engineers has qualified through Route-4 and M/s Ducon Technologies, USA, is the QFDGM.

17. Payment Terms/RTGS details

The Contract price for the second Contract is Rs.234,61,72,430.00
The Contract Price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. (Clause 12 of GCC).

Bank Particulars:

- i) Account Name: PES Engineers Private limited
- ii) Banker's Name: Union Bank of India Formerly Andhra Bank)
- iii) Branch : Somajiguda
- iv) Bank address : 1st Floor, PANCOM Chambers, 6-3-1090/1/A, Somajiguda, Rajbhavan Road, Hyderabad. Pincode-500082.
- v) 9 Digit MICR code : 500011035
- vi) 11 Digit IFSC code of Beneficiary Branch : ANDB0000435
- vii) Bank Account No.: 043513046005304
- viii) Bank Account Type : Cash - Credit

18. Delivery Schedules

-

19. Delivery Completion date

Applicable as per BDS Item No.10 of Bid Document.

20. last date for PO/ Validity of

31.03.2025

22. Other Remarks

Note:

1) Since the entry value for each line is limited to Rs.99,99,99,999.00 only, the order rate for Civil works is split into 2 parts and entered in lines 4<(>&<)>5.

2) Award of Contracts (As per ITB Clause 29.7):

(i) First Contract (Other Contract PO No.7600008906 dated 28.12.2021):

For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares (For Schedule-1).

(ii) Second Contract (Present Contract PO No.7600008907 dated 28.12.2021). (For Schedule-2<(>&<)>3).

For providing all services i.e., inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including Civil <(>&<)> Structural Steel works, allied works if applicable), insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment supplied under the 'First Contract', Civil Works and all other services as specified in the Contract Documents.

Both the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on the Employer to terminate the other Contract also at the risk and the cost of the Contractor.

III. Bid Document No.CW-CM-11017-C-O-M-003 along with Amendments, are attached.

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Naveen
for **GM (MP)** .
The Singareni Collieries co. Ltd
Kothagudem - 507101

Note:

For payment through bank SCCL reserves the right to recover the dues on account of late delivery, non submission of bank guarantee, excise duty gate pass and price excess charged over ordered prices etc. So the negotiated terms should give leverage to the collecting Bankers to enable them to honour the lodgments. the company would give the details or amounts retreated. The issue will be resolved later.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 7524 OF 2012

PTC India Limited

..Appellant

versus

Gujarat Electricity Regulatory
Commission and another

..Respondents

ORDER

In furtherance of the policy decision taken by the Government to encourage private sector participation in generation, transmission and distribution of electricity and entrust the regulatory responsibilities to the Regulatory Commissions and at the same time harmonize the existing statutes i.e. the Indian Electricity Act, 1910, the Electricity (Supply) Act, 1948 and the Electricity Regulatory Commissions Act, 1998, Parliament enacted the Electricity Act, 2003 (for short, 'the Act'). The Preamble of the Act, which outlines the objectives thereof reads as under:

"An Act to consolidate the laws relating to generation, transmission, distribution, trading and use of electricity and generally for taking measures conducive to development of electricity industry, promoting competition therein, protecting interest of consumers and supply of electricity to all areas, rationalization of electricity tariff, ensuring transparent policies regarding subsidies, promotion of efficient and environmentally benign policies, constitution of Central Electricity Authority, Regulatory Commissions and establishment of Appellate Tribunal and for matters connected therewith or incidental thereto."

Part II of the Act contains provisions under which the Central Government is entitled to prepare the National Electricity Policy and tariff policy, in consultation with the State Governments and the Central Electricity Authority for development of the power system based on optimal utilisation of resources such as coal, natural gas, nuclear substances or materials, hydro and renewable sources of energy. Under the same part, the Central Government can prepare and notify national policies, permitting stand-alone systems for rural areas, for rural electrification and for bulk purchase of power and management of local distribution in rural areas through panchayat institutions, users' associations, cooperative societies, non-governmental organisations or franchisees. Part III contains provisions relating to generation of electricity. Part IV regulates grant of licences for transmission of electricity, distribution of electricity and trading in electricity. Part V deals with transmission of electricity including inter-State transmission. Part VI deals with distribution of electricity. Part VII contains provision relating to tariff. The provisions contained in Part IX provide for establishment of the Central Electricity Authority and its functions and duties and those contained in Part X provide for establishment of the Central and State Electricity Regulatory Commissions and their functions.

The Act also envisages establishment of a Tribunal to hear appeals against the orders of adjudicating officers or Regulatory

Commissions (Part XI). In terms of Section 111, any person aggrieved by an order made by an adjudicating officer except the one made under Section 127 or an order made by an appropriate Commission under this Act can prefer an appeal to the Tribunal. The composition of the Tribunal and the qualifications prescribed for appointment of the Chairperson and members shows that the legislature intended to create a specialised adjudicatory forum for deciding various disputes emanating from the operation of the Act. Sections 111(1) and (2) lay down that any person aggrieved by an order made by an adjudicating officer or an appropriate Commission under this Act may prefer an appeal to the Tribunal within a period of 45 days from the date on which a copy of the order made by an adjudicating officer or the appropriate Commission is received by him. Section 111(5) mandates that the Tribunal shall deal with the appeal as expeditiously as possible and endeavour to dispose of the same finally within 180 days from the date of receipt thereof. If the appeal is not disposed of within 180 days, the Tribunal is required to record reasons in writing for not doing so.

Section 125 provides for an appeal to this Court against any order or decision of the Tribunal which can be filed within 60 days from the date of communication of the decision or order of the Tribunal. The limitation placed on the jurisdiction of this Court is that the appeal can be entertained only on one or more of the grounds specified in Section 100 of the Code of Civil Procedure. Proviso to Section 125 empowers this Court to entertain the appeal within a further period not exceeding 60 days, if it is satisfied that the appellant was prevented by sufficient cause from filing the appeal within the said period. In other words, an appeal under Section 125 can be filed within a maximum period of 120 days if this Court is satisfied that there was sufficient cause for not filing the same within 60 days from the date of communication of the decision or order appealed against. This shows that the period of limitation prescribed for filing appeals under Sections 111(2) and 125 is substantially different from the period prescribed under the Limitation Act for filing suits, etc. The use of the expression "within a further period of not exceeding 60 days" in the proviso to Section 125 makes it clear that the outer limit for filing an appeal is 120 days. There is no provision in the Act under which this Court can entertain an appeal filed against the decision or order of the Tribunal after more than 120 days.

Part XII contains provisions relating to investigation leading to assessment of electricity charges payable by the consumer and enforcement of the orders of assessment. It also contains provisions for appeal against the final order passed under Section 126. Part XIV contains provisions to deal with theft of electricity, electric lines and materials, interference with meters and work of licensees and also provides for fiscal penalties and substantive punishments.

Section 145 declares that no civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which an assessing officer referred to in Section 126 or an appellate authority referred to in Section 127 or the adjudicating officer appointed under the Act is empowered by or under the Act to determine and no injunction shall be granted in such matters.

An analysis of the scheme of the Act shows that it is a self-contained comprehensive legislation, which not only regulates generation, transmission and distribution of electricity by public bodies and encourages private sector participation in the process but also ensures creation of special adjudicatory mechanism to deal with the grievance of any person against an order made by an adjudicating officer under the Act except under Section 127 or an order made by the appropriate Commission.

The object underlying establishment of a special adjudicatory forum, i.e., the Tribunal to deal with the grievance of any person who may be aggrieved by an order of an adjudicating officer or by an appropriate Commission with a provision for further appeal to this Court and prescription of special limitation for filing appeals under Sections 111 and 125 is to ensure that disputes emanating from the operation and implementation of different provisions of the Act

(21)

are expeditiously decided by an expert body and no court, except this Court, may entertain challenge to the decision or order of the Tribunal. The exclusion of the jurisdiction of the civil courts (Section 145) qua an order made by an adjudicating officer is also a pointer in that direction.

The appellant is aggrieved by order dated 1.10.2012 of the Appellate Tribunal for Electricity (for short, 'the Tribunal') whereby the appeal preferred by it was dismissed and the order passed by the Gujarat Electricity Regulatory Commission (for short, 'the State Commission') rejecting the appellant's objection of jurisdiction to decide the dispute raised by Gujarat Urja Vikas Nigam Ltd. (respondent No.2) was upheld.

Shri Parag P.Tripathi, learned senior counsel argued that the reasons assigned by the State Commission and the Tribunal for not entertaining the objection raised by the appellant to the maintainability of the petition filed by respondent No.2 are legally unsustainable and the impugned order as also the one passed by the State Commission are liable to be set aside.

We have considered the argument of the learned senior counsel but have not felt impressed. Since, one of the objectives of the new enactment is to ensure expeditious adjudication of the disputes raised by the parties, there is no warrant for entertaining preliminary/interlocutory objections raised by either party and decide the same by long-drawn hearing and by recording lengthy orders. The State Commission and the Tribunal should, while deciding the main matter consider all objections including the one relating to their jurisdiction to entertain the matter. Any attempt by the parties to delay adjudication of the dispute deserves to be deprecated and the State Commission and the Tribunal are not expected to waste their time in dealing with objections of different hues.

With the above observations, the appeal is dismissed. However, it is made clear that if the final order to be passed by respondent No.1 is adverse to the appellant, then it shall be free to challenge the same by filing an appeal before the Appellate Tribunal for Electricity. In the event, the Tribunal's decision is also adverse to the appellant, then it shall be free to challenge the order of the Tribunal by filing an appeal and simultaneously challenge the order impugned in this appeal.

.....J.
[G.S. SINGHVI]

.....J.
[SUDHANSU JYOTI MUKHOPADHAYA]

NEW DELHI;
OCTOBER 18, 2012.

ITEM NO.MM-4A

COURT NO.4

SECTION XVII

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 7524 OF 2012

PTC INDIA LTD.

Appellant (s)

VERSUS

GUJARAT ELEC.REG.COMMISSION AND ANR.

Respondent (s)

(With appln(s) for ex-parte stay and office report)

Date: 18/10/2012 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE G.S. SINGHVI
HON'BLE MR. JUSTICE SUDHANSU JYOTI MUKHOPADHAYA

For Appellant(s) Mr. Parag P. Tripathi, Sr. Adv.
Mr. Devdatt Kamat, Adv.
Mr. Ravi Prakash, Adv.
Mr. Varun Pathak, Adv.
Mr. Chandra Prakash, Adv.
Mr. Shadan Farasat, Adv.

For Respondent (s) Mr. Shyam Divan, Sr. Adv.
Mr. M.G. Ramchandran, Adv.
Mr. S. Ganeshan, Adv.
Ms. Jesal, Adv.
Ms. Hemantika Wahi, Adv.

UPON hearing counsel the Court made the following
O R D E R

Taken on Board.

The appeal is dismissed in terms of the signed order.

| (Parveen Kr.Chawla)
| Court Master

| | (Phoolan Wati Arora)
| | Court Master

[signed order is placed on the file]