



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फ़ैक्स : 0124-2571762,
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

C/CP/RTI /2014/106

Date: 22nd September 2014

Shri Jitendra Kumar Nayak
(PO) Pandalam, (Via) Kalapathar
PS Baidesar,
Dist, Cuttack,
Pin, 754009.

Sub: **Information under Right to Information Act, 2005.**

Dear Mr. Nayak,

This has reference to your letter dated 02nd September 2014 for seeking information under RTI Act, 2005.

The information sought is given below.

1. Copy of Bipartite Agreement with Management and the Union is attached at Annex-I.
2. POWERGRID had evolved a Social Entitlement Framework baesd on National Rehabilitation and Resettlement Policy 2007 and other progressive trends in its Corporate Policy viz Enviornment and Social Policy & Procedures (ESPP) applicable for the affected families on account of fresh land acquisition for POWERGRID projects. The policy which was applicable upto 31.12.2013 in this regard is attached at Annex-II.

Details of Appellate Authority, as per the provisions of RTI Act, 2005 is as under

Shri B. Mishra
Executive Director (CP & IT) & Appellate Authority, Corporate Centre
Power Grid Corporation of India Limited
"Saudamini", Plot No. 2, Sector-29
Gurgaon – 122007, Haryana

Thanking You,

भवदीय,
सुधीर मिश्रा
(सुधीर मिश्रा) 22/9/14

महाप्रबंधक(के.आ.)एवंके.लो.सू.अधिकारी

MEMORANDUM OF AGREEMENT (2009)

RECONSTITUTION OF
POWERGRID NATIONAL BIPARTITE COMMITTEE-2009

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Dr. S. J. Anand
Md. Shafiqul Kabir

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Chapter - I

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PREAMBLE

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In order to bring about a sense of involvement and effective participation amongst the employees at various levels towards a coordinated and determined effort for better performance and improved efficiency all around viz., Production, Productivity & Employee Welfare of highest standard it is imperative to provide a role for institutional framework for employees at various levels. With a view of ensuring a sense of involvement and effective participation amongst employees at various levels, employee need to be actively engaged in the various management decision making activities through a bipartite mechanism. This is sure to develop not only involvement but also a passion in our employees in the organizational growth.

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PNBC, since its constitution has been instrumental in arriving at consensus in all aspects of Human resources in the Corporation for achieving excellence amongst its members and overall growth prospect of the Corporation. Right from the formation stage, PNBC steered number of policy decisions including two long term wage agreements and reconstitution of PNBC twice. In continuation to that PNBC in its 60th meeting held on 28th May 2009 at Ahmedabad discussed at length all aspects pertaining to reconstitution of PNBC and an agreement has been arrived at and duly signed to reconstitute the PNBC as per the details given hereinafter.

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Scope

The committee shall deliberate issues concerning all workmen which involve demands/issues of general nature covering entire organisation, economic demands, policy matters and inter-regional issues. The decision reached in the PNBC Meeting will be binding on the parties to the settlement.

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The committee shall deliberate issues concerning all workmen which involves demands/issues of general nature covering entire organization, economic demands, policy matters and inter regional issues.

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POWERGRID NATIONAL BIPARTITE COMMITTEE

Objective

To strive together to achieve commonly shared company goals and objectives and to give opportunity to the employees for making suggestions for bringing about improvements in existing systems and practices.

Constitution

The following will be the constitution of the POWERGRID National Bipartite Committee:

- i) Director (Pers.) - Chairman
- ii) Regional Executive Director - Member(s)
- iii) ED (HR) - Member
- iv) ED (Finance) - Member
- v) GM/AGM (HR) - IR, Corporate Centre - Member Secretary.
- vi) Heads of HR from the Respective Regions - Member(s)
- vii) In case of RLDC either Head of RLDC or Head of HR of RLDC
- viii) One Apex level Representative each from Central Bodies of Central Trade Union representing PNBC
- viii) Representatives from each constituency based on 'Secret ballot' and as per norms finalized in MOA

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Chapter - II

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A. ELIGIBILITY CRITERIA FOR PARTICIPATION OF TRADE UNIONS IN THE ELECTION FOR PNBC.

- I. Trade Unions which are registered under the Trade Union Act-1926 and have functioned for at least one year on the date of issue of notification for holding the secret ballot would be eligible to participate in the election for PNBC.
- II. A Trade Union can file its nomination only from one constituency in which its Registered office, is situated in the Region.
- III. Trade Unions participating in the election should be functioning exclusively for the workmen of POWERGRID and should have membership open to all workmen irrespective of Caste, Creed & Craft and that the objectives of the union as embodied in its constitution are directed towards general good and interest of all workmen
- IV. Trade Unions who have faith in the PNBC and in the success of PSU in India and further agree to settle their disputes in constitutional manner with a view to building up constructive IR in POWERGRID will be eligible to participate in the Secret ballot

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B. ENTITLEMENT TO VOTE

Regular and Work charged workmen of the company covered under the scope and coverage of wage agreement effective 01.01.1997 signed in PNBC and on the rolls of the company on the date on which the final voters list is officially published shall be eligible to vote.

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C. TENURE OF THE RECONSTITUTED PNBC

Tenure of PNBC will be for a period of three years from the date of its first meeting, which can be further extended for a period upto two years if agreed to in PNBC.

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D. CONSTITUENCIES

Each Regional Transmission System, Corporate Centre and RLDCs will be separate constituencies and accordingly the elections will be held for the following constituencies.

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 Corporate Center NRLDC

[Circular stamp: RB]
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 Md. Mansi Khan
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 SRTS-I
 SRTS-II
 WRTS-I
 WRTS-II
 ERTS-I
 ERTS-II
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P. K. Ghosh

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E. NUMBER OF WORKMEN TO BE NOMINATED AS REPRESENTATIVES FROM EACH CONSTITUENCY

i) For Regional Transmission System and Corporate Centre

Number of workmen in a constituency	Number of workmen to be nominated by the representative Trade Union(s) in PNBC
Up to 350	02
351 & above	03
ii) For RLDC	01

F. FORMULA FOR REPRESENTATION IN PNBC.

- i) A Trade Union securing 60 % or more of the polled and valid votes shall represent all the seats in a constituency.
- ii) A Union must secure 15% of the polled and valid votes in a constituency to become eligible for nominating workmen representative in PNBC.
- iii) In the event of none of the Trade Union(s) contesting the election secured 60% or more of the polled and valid votes, distribution of seats amongst unions securing minimum of 15% of the polled and valid votes shall be as under.

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S. K. Chaturvedi

Dr. P. K. Singh

0, 26, 12, 2014

J. S. Chandel

Number of Seats in the constituency	Number of Trade Unions securing votes - 15% or more and less than 60% of the pooled & valid votes	Distribution of seats in terms of number of votes secured
1	2	1 to 1 st Union
2	2	1 Each
2	3 or more	1 Each to 1 st & 2 nd Union
3	2	2 Seats to 1 st Union & 1 Seat to 2 nd Union
3	3	1 each to 1 st , 2 nd & 3 rd Union
3	4 or More	1 each to 1 st , 2 nd & 3 rd Union

B. Singh
Pradeep

J. S. Chandel

Dr. P. K. Singh

Special invitee

PNBC shall have the right to invite in a consultative capacity persons having particular or special knowledge of a matter under discussion. Such co-opted member shall not be entitled to vote and shall be present at meetings only for the period during which the particular issue is before committee

Agenda for the Meeting

The Agenda for the Meeting will be circulated along with intimation for the Meeting by the Management. However if the union(s) representing PNBC wishes to raise any issue can do so by circulating the Agenda at least 15 days before the Meeting along with complete supporting document

Cooperation

Parties agree to abide code of discipline and strive to settle issues bilaterally. The PNBC reconstituted through MOA 2009 will represent POWERGRID for full term.

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Dr. P. K. Singh

Dr. P. K. Singh

25/11/14

Pradeep
Dr. P. K. Singh
J. S. Chandel

Dr. P. K. Singh

Dr. P. K. Singh

Dr. P. K. Singh

Dr. P. K. Singh

Dr. P. K. Singh

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II) Presiding Officer shall discharge the function of conducting the election in an impartial manner. The decision of the Presiding Officer shall be final and binding on the parties concerned on any dispute arising in connection with the conduct of the election

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E. APPOINTMENT OF OBSERVER(S)

At sensitive polling booths, if any, in his opinion, Chief Election Officer in consultation with Election Officer may appoint observer(s) for ensuring fair and impartial polling.

F. VOTERS LIST

A list of all workers entitled to vote shall be prepared by HR department. The Election Officer shall be furnished with sufficient number of copies of the lists of all the workers entitled to vote as on the date indicated by the CEO. The list shall be prepared in the Proforma prescribed by the CEO. The said list shall constitute the voter list. (Proforma enclosed). Two copies of the list shall be made available to each participating union as well as displayed on main notice board in the polling stations in the respective constituencies.

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Chapter-IV

A. ELECTION ARRANGEMENTS BY POWERGRID MANAGEMENT

POWERGRID shall make necessary arrangements to :-

- I. Give wide publicity of the date of election by informing the unions and by affixing on the notice boards for the information of all the workers.
- II. Print requisite number of ballot papers in the prescribed Proforma incorporating therein the names of all the participating unions in an alphabetical order after ascertaining different symbols of respective unions as per instructions of Chief Election Officer.
- III. Ballot papers would be prepared in the Proforma prescribed by the CEO in Hindi/English.
- IV. Set up requisite number of polling stations/booths as required and decided by the Chief Election Officer and/or Election Officer.
- V. Provide ballot boxes with requisite stationery, boards, sealing wax etc.
- VI. Establish control room at Regional Headquarters and RLDCs. Telephone No. of each control room shall be made available to CEO, Election Officer and participating unions in advance.
- VII. Inform local Law and Order authorities of the election schedule as deemed appropriate by the concerned Election Officer and Executive Head of the Region.
- VIII. Prepare polling station/booth wise voters list containing list of all workers entitled to vote in a constituency.

B. POLLING STATIONS

Required number of polling stations will be notified by the concerned Election Officer for the respective constituencies.

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Chapter-V

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A. ELECTION PROCESS AND DECLARATION OF RESULT

1. In order to maintain secrecy nobody other than election officials will be allowed in the polling booth. However, one representative of each contesting union will be allowed at the polling booth as polling agent. If required by a participating union the corporation will not bear any cost whatsoever for deputing polling agents, nor would absence of polling agent be considered vitiating elections in any manner.

2. Polling agents will carry authorization in writing from their unions to represent at the time of polling and counting of votes.

3. At the time of polling, the Polling Assistant will first score out the name of the workman who comes for voting, from the master copy of the voters list and advise him thereafter to procure ballot paper from the Presiding Officer.

4. The Presiding Officer will hand over ballot paper for the workman after affixing his signature thereon. The signature of the workman casting the vote shall also be obtained on the counterfoil of the ballot paper. He will ensure that the ballot paper is put inside the box in his presence after the voter is allowed to mark on the symbol of the union of his choice with the inked rubber stamp in camera.

No workman shall be allowed to cast his vote unless he produces his valid identity card before the presiding officer concerned. In the event of non-production of identity card due to any reason, the voter may bring in an authorization letter from his controlling officer certifying that the voter is a bona-fide regular/work-charged workman of POWERGRID.

5. After the close of the polling, the Presiding Officer shall furnish detailed ballot paper account in the Proforma prescribed by the CEO, indicating total ballot papers received, ballot papers used, unused ballot papers available to the Election Officer. (election result summary annexed as Form - A). A copy of the same shall be made available to the concerned polling agent.

Immediately after completion of voting the ballot boxes will be sealed by the Presiding Officer as well as polling agents present and together with other election details/documents will be transported to counting centres under safe custody for counting of votes and declaration of the results.

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6. The counting will be held at respective RHQ / RLDC and Corporate Center. On receipt of ballot boxes, the Election Officer will commence the counting process by opening ballot boxes and start counting of votes in the presence of the representatives of each of the unions. All votes which are marked more than once, spoiled, cancelled or damaged etc. will be taken into account as invalid votes but a separate account will be kept thereof.

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7. The contesting unions through their representatives present at the counting place may be allowed to file applications for recounting of votes to the Election Officer. Such a request would be considered by the Election Officer, if he is satisfied that there is reason to do so, he may permit recounting. However, no application for recounting shall be entertained after the result of the poll have been declared by Election Officer.

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8. The result of voting shall be compiled on the basis of valid votes polled in favor of each union in the Proforma prescribed by CEO (Form B, C & D)

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B. POST ELECTION

1. After declaring the results on the basis of the votes polled in favor of each union by the Election Officer, he will send a report to the CEO. On receipt of report from different Election Officers, Chief Election Officer will formally inform all concerned representation of elected unions in the reconstituted PNBC.

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2. Any objection relating to the conduct of the election raised by any of the participating unions within seven days of declaration of result will be considered by CEO including allowing personal hearing if so deemed necessary by him within 30 days and disposed of, which will be final and binding.

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3. It would be open to the CEO to deal with any situation not covered by the procedure detailed above in consultation with Election Officers.

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C. NOMINATION OF REPRESENTATIVE

i. Representative from workmen category only will be eligible to be nominated in PNBC by the duly elected representative union.

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ii. Immediately after the notification of elected representative union; the concerned unions will nominate workmen representative(s) in PNBC forum and intimate the respective management at RTS/ RLDC/ CC.

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Chapter-VI

CODE OF CONDUCT FOR THE TRADE UNIONS FOR SECRET BALLOT

1. During the period of elections it will not be permissible for the participating unions to collect workers and hold election campaign during working hours and in technical and operational areas.
2. They will also not resort to use of abusive language, coercion, intimidation and violence in the course of electioneering and elections.
3. In the course of canvassing in the township the unions shall ensure that they do not disturb peace and tranquility or normal life of residents.
4. The unions shall display their handbills, posters etc. only at the notice boards . Space would be provided for this purpose to the participating unions.
5. Contents of handbills/leaflets/posters etc will not be defamatory and will not indulge in any form of personal criticism.
6. During public meetings/gate meetings etc. Unions should refrain from making any defamatory or personal attacks.
7. Non-employees and outsiders will not enter the corporation premises.
8. Election campaign will stop 36 hours before the commencement of polling .
9. While filing the nominations, the trade unions will indicate whether they are affiliated to any central trade union organization.
10. Each union will give minimum two or three choices of symbols in the nomination form itself.
11. All contesting unions shall render assistance and cooperation to the Chief Election Officer, Election Officer, Presiding Officer & Polling Assistant in the conduct of elections and shall make available any records concerning elections that may be required for the purpose.

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12. In order to strengthen the spirit of bi-partism, all the contesting unions will accept the rules framed as above and will not resort to any litigation in this regard

Violation of any of the above will render the union liable to be disqualified from participating in the secret ballot. The decision of the Chief Election Officer in this regard will be final.

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Chapter-VII

Election Schedule

Sr.No	Actiity	Date
01	Notification of appointment of CEO	21 st Aug'2009
02	Notification of date of secret Ballot	24 th Aug'2009
03	Notification of appointment of Election Officer by CEO	26 th Aug'2009
04	Notification of Presiding Officer & Polling Assistant by EO	27 th Aug'2009
05	Publication of provisional Voters List by & issue of Nomination form by EO	27 th Aug'2009
06	Last date for tendering objection in the provisional voters list	5 th Sept.' 2009
07	Publication of final voters list by EO	9 th Sept.'2009
08	Date of filing of nominations	9-11 Sept.'2009
09	Date of scrutiny of nominations	11 th Sept.'2009
10	Notification of final nominations by EO	15 th Sept.'2009
11	Date of secret Ballot	14 th Oct.'2009
12	Date of counting of votes	16 th Oct.'2009
13	Declaration of results	16 th Oct.'2009

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Chapter VIII

List of Proforma

1. Voters List
2. Ballot Paper
3. Election Result Summary

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Voters List

Voters List showing the details of the Regular & Work-charged workmen borne on the rolls of the establishment as on _____

SL	NAME	EMP_NO	DESGN	SECTION/ DEPARTMENT /PL POSTING	REMARKS
----	------	--------	-------	---------------------------------------	---------

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Ballot Paper

Counter Foil
SI No. _____

SL NO. *18*

Name of the
Establishment _____

Name of the establishment _____

ARAK

SL	Name of the Trade Union	Symbol
	A	
	B	
	C	
	D	

Signature of the
Presiding Officer

Presiding Officer
Date

Signature of the

Date

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lp
1/1

1/1
1/1
1/1

2/2
6/1
28/7/7

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FORM-A (To be filled by the Presiding Officer)

Election Result Summary

Election Result in respect of _____
Constituency

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Ballot Paper Account

SL	Particulars	Serial No.	Total Number
1 a m	Ballot Papers received		
2 e	Ballot Papers issued		
3 o f	Ballot Papers issued to voters		
4 T r a	Ballot Papers, Cancelled, Damaged, Spoilt etc.		
5 d e	Total no. of names struck in the master copy of the voters list		

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Union Observers

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- 1.
- 2.
- 3.
- 4.

Date _____

Signature of Presiding officer

Signature of Representative Union

(The above account is to be given by each presiding officer separately and the overall account will be consolidated by the Election Officer)

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Dhoke

Jane

FORM-B (To be filled by Election Officer)

A) Result of initial Counting of Individual Unions

SL	PARTICULARS	NUMBERS
01	Total Number of Ballot Papers found in the Ballot Box(es) received at each polling station	
2	Total Number of invalid votes	
3	Total number of valid votes after deducting invalid votes	

B

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B) Break-up of valid votes, Union wise

SL	Name of Union	Valid votes polled
1		
2		
3		
4		

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Signature of the Election Officer
Date

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FORM-C (To be filled by Election Officer)

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Election Result Summary

Name of Union	Total No. of votes polled (A)	No. of votes declared invalid out of (A) (B)	Total No. of Valid votes polled (A) - (B) (C)	% of polled & valid votes received

B.

A) Name of the Union securing votes

60 % or more of the polled & valid votes _____

B) Name of the Union(s) securing votes

15 % or more & less than 60% of the polled & valid votes

1st Union _____

2nd Union _____

3rd Union _____

Signature of the Election Officer
Date

22/11/2016

Counting of votes done
in the presence of

Signature & name of the
Representative of the Union

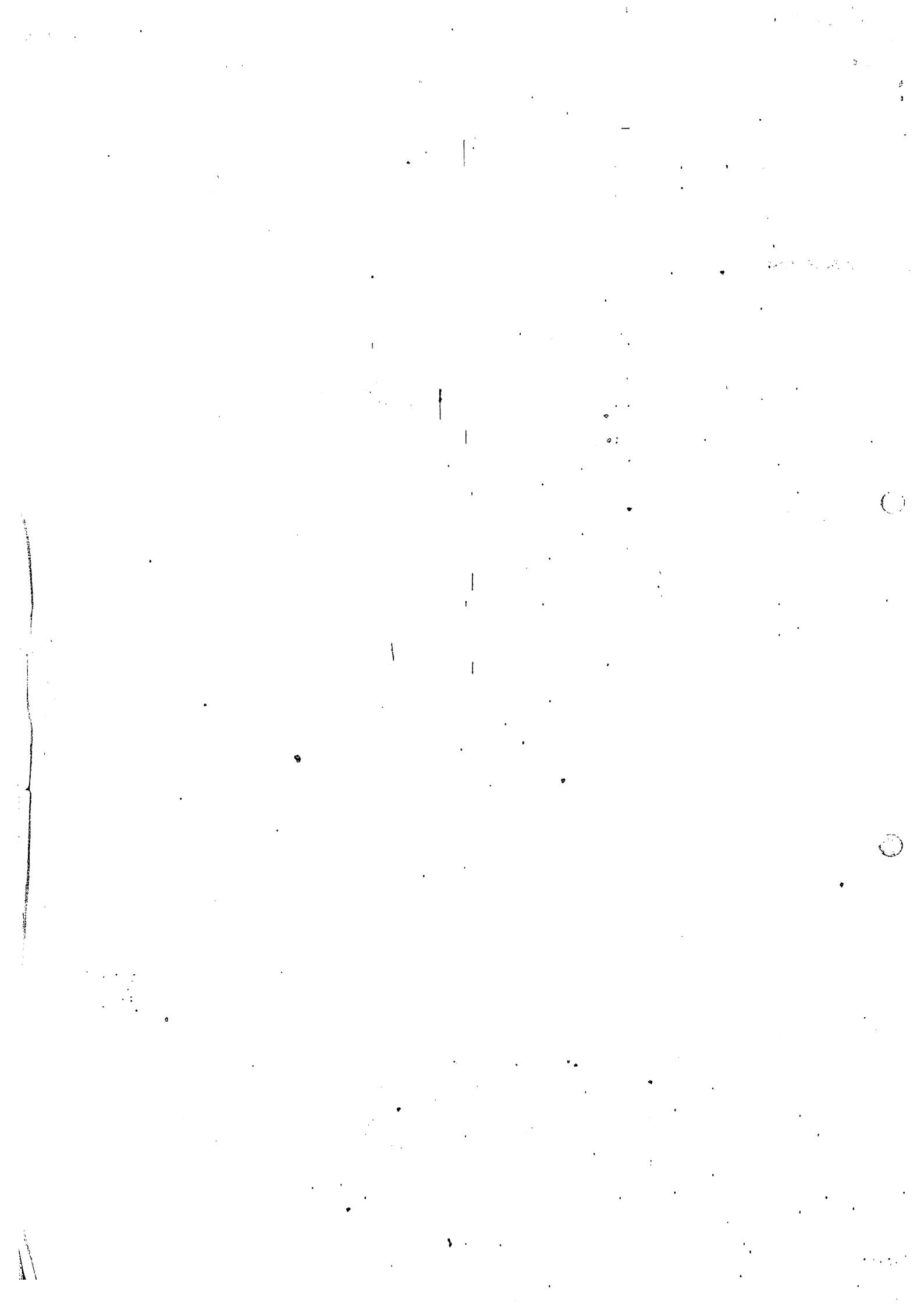
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Appendix - XVII

POWERGRID'S SOCIAL ENTITLEMENT FRAMEWORK¹

Transmission projects generally do not require large area because land below tower/line is not acquired as per law and only a small piece of land is only acquired for sub-stations. For that too POWERGRID is following and will continue to follow the practice land management to minimize the land requirement to the barest minimum. Generally 20 to 40 hectare of land is required for constructing a substation depending upon the type and voltage level. Even for this 20 to 40 hectare land, POWERGRID try to locate sub station on Government/waste land as far as possible and in the absence of Government land private land is selected for substation. In all such cases a detailed social assessment will be carried out to ascertain the likely impact of acquisition of land on the affected population. POWERGRID social assessment process is follows:

PRELIMINARY ASSESSMENT: It will be carried out at the stage of land selection for Sub Station and will cover following aspects:

- i. Total land required and its location
- ii. Current land used pattern
- iii. Likely persons to be affected (local revenue authorities shall be consulted for such data)
- iv. Unit of government, which has jurisdiction for acquisition of such land.

If the preliminary assessment indicates that more than 40 families are getting affected a detailed socio economic survey shall be carried out by 3rd party preferably by professionals having similar experience and if the number of families are less than 40 such survey may be undertaken departmentally.

Cut-Off Date: To prevent subsequent influx of encroacher or others who wish to take advantage of R&R benefits an eligibility, cut off date is required to be established. For all such cases cut off date for eligibility shall be Section-IV notification under LA act.

Socio Economic Survey: Since available data from census report may be inadequate for assessing and planning the R&R action plan for the affected people, a detailed socio economic base line survey shall be carried out as soon as Section IV notification under LA act is published. Survey will cover the affected village/villages in general and affected population in particular including collection

¹ The proposed Framework is based on NPRR-2004/2007 and other progressive trends in R&R. However, government of India is considering bringing a comprehensive legislation on R&R. Once, such legislation is passed POWERGRID will incorporate relevant changes in its Framework as needed.

of data from all categories of affected population like land holders, landless, squatters, artisans etc. if any. The detailed terms of reference for such survey is provided as Appendix-XVII. In brief Socio Economic Survey will carry information on following:

Village Profile: It will cover its location, demography features, social structure and institutions, natural resources like water, land, forest, grazing area etc. and cultural anthropological, educational and health status and common resources available in the affected village like roads, buildings, school, college, dispensary, club houses, temples etc. To assess the socio economic condition of the affected village and to plan community development programme for entire community.

Family Profile: It will cover the demographic profile, name of head of the family and name of other members of the family, the cast and religion, age, sex, education qualification of the individual member.

Property inventory: It should contain information on extent of land i.e. homestead, agriculture whether irrigated or un-irrigated and their classification trees standing on them. Houses with number of rooms and its type, farm equipment and live stock, wells, tube wells as well as government land if used by the local people and their details

Productive assets: It will cover cropping pattern and productions, live stock production, artisan activity or details of other occupational.

Income profile: It will contain information of occupation of individual member of the family (cultivation, service, artisans, wage earner, agricultural labourer, business etc.) with source and average monthly/annual income to assess the losses due to acquisition of land/assets.

Socio Economic Survey shall also identify various **ongoing governmental developmental/training programmes** going on in the area for possible dovetailing them with the IGS offered to PAFs by POWERGRID for restoration of economic level of affected persons. Survey will also identify organisations either government or non government working in the area which can be assessed in planning and implementation of R&R activities.

Public Consultations / Disclosure: Affected population shall be informed/ consulted on compensation/rehabilitation options through various means like public meeting or displaying such information at key points. Generally, people shall be consulted during the acquisition/survey process and after the draft RAP is prepared to know their opinion and aspirations. All relevant information about the project and details of socio-economic survey, Rehabilitation Action Plan (RAP) etc. shall be available at the designated place (Public information Centre/library) of each substations and will be shared with the public or any interested persons whenever asked/required.

Identification Record : Identification record of all PAFs containing name of the head of the family, his age, caste, father's name, village name and name and age of the other family members dependant

on him along with attested photo of Head of the family shall be maintained at site. This record shall be used for allotting unskilled/semi skilled job during construction phase through contractors and for allotment of petty contracts during the operational stage as well as for R&R planning and implementation.

Budget: The total cost of R&R including cost of compensation, relocation and rehabilitation, social assessment, planning, implementation, supervision monitoring and evaluation shall be included as the integral part of project cost so that provision for sufficient fund is available to take up the R&R activity as planned.

Implementation & Monitoring: Implementation of approved rehabilitation action plan shall be a time bound activity and will be implemented during the first 12 to 15 months of the project execution. If required implementation of RAP may be entrusted to a body (Government or non Government) active in that area. The primary information collected during socio-economic survey will be the base line for monitoring the impact assessment. For monitoring of RAP implementation a Committee under the Chairmanship of concerned head of the region (POWERGRID) and other members including representative of local authorities, panchayat, PAPs, NGOs etc. shall be constituted who will be responsible for overall implementation of RAP and shall forward its quarterly report to the POWERGRID management.

Social Entitlement Framework:

POWERGRID's prime concern is to rehabilitate and resettle people affected by its operations. Its endeavour is always to avoid/minimise hardship to PAPs and their families through options like Land for Land as far as possible, Rehabilitation Assistance and adoption of Income Generating Scheme and training instead of cash because it has been experienced that extending cash compensation does not fully achieve the objective of rehabilitation. POWERGRID while implementing the social entitlement framework gives special attention to this fact and exhaust all options before arriving at cash compensation.

POWERGRID's social entitlements within its Resettlement and Rehabilitation framework will include the following categories and compensation packages

(1) Loss of Land

This impact primarily affects families' access to space for housing (homestead) and, agricultural land.

- (a) Loss of homestead land **may impact owners with valid titles, or customary and usufruct rights. The entitlement options offered to owner will include compensation finalised by revenue authorities on prevailing market rate. In addition to that, all PAFs of this category**

shall be provided with equivalent area of land subject to maximum 150 sq. m. in rural areas and 75 sq. m. in urban areas free of cost. The charges towards registration of such land shall also be borne by POWERGRID.

- (b) Loss of agricultural land is the most prevalent impact and may affect wide range of people ranging from big farmers to marginal farmers. It can be classified into following two categories:

Persons with valid titles or customary or usufruct rights: The beneficiary will be the title holder who will be entitled to choose between an alternative land of equivalent productive potential subject to availability preferably within same village/panchayat but not exceeding 1 hectare of irrigated or 2 hectare of un-irrigated land. Registration charges for transfer of this land in the name of affected family shall also be borne by POWERGRID and cash compensation for the extent of land against which replacement land is not provided. Alternate land for allotment to PAFs shall be taken from the State Government or from voluntary sellers at existing land prices top avoid further impact. Since availability of sufficient land in the same area may be a limiting factor therefore the land for land option will be open only to agriculture based PAFs, rendered totally landless by project activities. If the alternate land is wasteland/ degraded land, all eligible PAFs shall be provided one time assistance of Rs. 15,000/- per hectare towards development of land. In case PAFs opt for cash compensation for loss of land or not eligible for land for land option, they will be provided cash compensation at replacement cost which will include compensation as fixed by competent authorities under LA act including solatium and applicable interest plus following rehabilitation assistance based on the severity of losses:

- 750 days of minimum agricultural wages for families losing entire land thus rendered landless. Since these families are losing entire land, which may adversely affect their livelihood if no other source, is available. Keeping this in view, these PAFs shall be encouraged to opt for Income Generating Scheme (IGS) of equivalent amount based on aptitude/skills of PAFs for maintaining a regular income.
- 500 days of minimum agricultural wages for families losing part land and consequently becoming a marginal farmer (< 1 ha. of un irrigated land).
- 375 days of minimum agricultural wages for families losing part land and consequently becoming a small farmer (>1 ha. of un irrigated land).
- 100-200 days of minimum agricultural wages for big farmers or families losing part /negligible amount of land but left with sufficient land to sustain its family.

Tenants/sharecroppers/leaseholders or Nontitled: In Indian conditions it has been observed that such persons who do not have title or ownership right on agricultural land do take up cultivation as tenants or sharecropper to sustain their families. Acquisition of such land causes only temporarily

impact on their livelihood because they can shift to some other such land in the area. However, to compensate the temporarily loss they will be entitled to reimbursement of un-expired lease amount and assistance of 200 days of minimum agricultural wages. Individual will be the beneficiary in this case. Titleholder/owner of such land shall not be eligible for rehabilitation assistance in case of leaseholder, sharecropper and tenants. However, nontitled (encroachers) will get 375 days of minimum agricultural wages if they are cultivating the acquired land continuously for last three years from date of section-4 notification which shall be established through Govt. records (Voter list, Ration card etc.) or on the basis of socio-economic survey. If affected person with title to the land have encroached from their legitimate landholding onto land that they do not own, they will be compensated only for the legitimately occupied piece and legitimate assets.

The above mentioned value (amount) of rehabilitation assistance shall not exceed the amount of compensation fixed by competent authorities.

Availability of Land for allotment to PAPs: Availability of land for persons opting for “land for land” shall be decided as follows:

- i) POWERGRID will take up the matter with concerned State Government for release of Government land for allotment to the eligible PAPs.
- ii) If Government land is not available, POWERGRID will purchase private land on a willing buyer and seller basis keeping in mind that the purchase of land does not promote any indirect displacement. The land will be purchased from voluntary sellers at existing rates finalised through negotiations.

For purchase of private land a “Land Purchase Committee” shall be constituted by RHQ comprising of representatives of POWERGRID, Local Authorities PAFs, Gram Panchayat or any well reputed person as mutually agreed with the local authorities and PAFs.

(2) Loss of Structure

This category of impact includes Individuals/families/households losing their houses or shops and other institutional structures.

- (a) **Loss of houses** will impact families with valid title, customary or usufruct rights. The beneficiary unit is the individual having ownership right who will be entitled for cash compensation as finalised by revenue authorities and Rs. 25,000/- as one time assistance (based on prevailing Government of India norms for weaker section housing) for construction of house plus transition benefits like provision of transport or equivalent cash for shifting of material.

In the case of **tenants and leaseholders** the beneficiary unit will be the individual who will be entitled to a lump sum payment equivalent to 6 month rent based on production of proof or Rs. 5,000/- which ever is higher as disturbance allowance to re-establish residence.



training on development of entrepreneurship skills required for successful implementation of selected IGS shall also be organised for such PAFs by POWERGRID.

Vulnerable group like women headed/SC/ST families etc. under above mentioned categories shall be considered for additional need based benefits.

(4) Loss of Access to Common Property Resources (CPR) and Facilities

In this category of impacts, the beneficiary is typically community, and the losses include loss of rural common property resources or urban civic communities. POWERGRID shall try all possible measures to avoid such CPRs for setting up of substation and if it becomes completely unavoidable than it will take following measures to negate its impact:

- (a) In the case of rural common property resources, the beneficiary units will be the community entitled to replacement/ augmentation of common property resources/ amenities or provisions of functional equivalence.
- (b) In the case of urban civic amenities, the beneficiary units will be the community entitled to access to equivalent amenities or services.

(5) Loss of Standing Crops and Trees

This category of impacts includes standing crops or trees for those with valid title and tenants or lessees

In all cases, the family cultivating the land will be the entitlement beneficiary. In all cases again, the beneficiary family will be entitled to cash compensation at market rate for crops. For fruit bearing trees payment equivalent to 8 years' income and for other trees, compensation as fixed by concerned authorities to the owner of land. In case of tenant/leaseholder/sharecroppers payment for crop may be made to the landowner only if there is a "no objection" certificate from the actual cultivator.

(6) Losses during transition of displaced persons/establishments

Losses in this category include those during shifting/transport. In all categories, the family or respective individual of commercial or institutional unit will be the beneficiary and will be entitled to provision of transport or equivalent cash (Rs. 10,000/- minimum) for shifting of material/cattle from existing place to alternate place.

(7) Losses to Host Communities

In this category of impact, the host community, particularly in the resettled area, its access to amenities and services has reduced. The beneficiary host community will be entitled to augmentation of resources to sustain pressure of project affected persons moving from affected site.

In the case of **squatters** the beneficiary unit will be the Household/ family who will be entitled to cost of structure and one time payment ranging between Rs. 5000/- to Rs. 25000/- depending on type structure and family size because family size has direct bearing on extent of impact plus transition benefits like provision of transport or equivalent cash for shifting of material. However, to become eligible for above benefits squatters have to establish that he/she is living there continuously for last 3 years prior to section 4 notifications.

Cattle shed: It has been noticed in past that some people have erected a temporarily shed for keeping cattle in their fields which some times are not considered by authorities for any compensation if it is not properly build. Therefore to off set the loss owner of cattle shed shall be entitled to one time payment of Rs. 15,000/- in addition to compensation fixed by revenue authorities.

(b) Loss of shop/l dhaba or institutional structures will affect units with **valid titles, customary or usufruct rights**. The beneficiary will be the individual/owner who will be entitled to cash compensation for structure and Rs. 25,000/- for construction of working shed/shop and rehabilitation assistance equivalent to 1 year income towards disturbance plus transition benefits like provision of transport or equivalent cash for shifting of material. .

In case of **tenants and leaseholders**, the beneficiary will be the individual who will be entitled to a transitional allowance equivalent to 1 year income plus transition benefits like provision of transport or equivalent cash for shifting of material.

In case of **squatters**, the beneficiary will be the individual who will be entitled to a transitional allowance equivalent to 1 year income plus transition benefits like provision of transport or equivalent cash for shifting of material. However, squatters will get these benefits if they are running the acquired shop/establishment for last three years from date of section-4 notification which shall be established through Govt. records (voter list, Ration card etc.) or on the basis of socio-economic survey.

(3) **Loss of Livelihood/Wage/Occupation**

This impact affects individual access to wage/occupation. However, in case of agricultural labour they can shift to other land since land acquired for substation is quite small in comparison to total available land in the area. But if socio-economic survey finding recognizes certain people who have lost its livelihood due to acquisition of land for substation these individuals will be entitled to rehabilitation assistance equivalent to 625 days of minimum agricultural wages preferably in shape of a Income Generating Scheme of equivalent amount depending upon the aptitude/skills posses by them or alternatively they may be offered units of equivalent amount in joint name of his/her spouse under Monthly Income Scheme for regular income. Apart from this short and need based

Other Rehabilitation Measures:

When alternate land is not available as per above procedures or in cases where a PAF is not entitled to 'land for land' i.e. eligible only for cash compensation as determined by Revenue Authorities, the PAP may exercise one of the following options for his rehabilitation. A variety of income generation enterprise will be offered on the basis of:

- (a) Consultation with PAPs and local government
- (b) Socio-economic survey establishing the need for such schemes

The following are illustrative:

Dairy, Poultry, Handicrafts, etc. - are one of the most viable rehabilitation options. Such a project offers a good market for dairy and poultry products and this option is expected to prove beneficial. In some areas, people earn their living through handicrafts or other income generating schemes (**Table -1**). To encourage the PAPs and their families for taking these useful avocations POWERGRID will provide rehabilitation assistance as per the category of entitlements that will preferably be channelised through banks.

Table -1: List of Income Generating Scheme

Allied agriculture Vegetable farming Fruit orchards Social forestry	Manufacture of pottery products Decorative Earthen pipes Pots and pans
Livestock rearing Dairying Poultry Piggery Goat rearing Sericulture Pisciculture	Fruit processing and preservation Canned fruits Chips and wafers Dry fruits/vegetables
Processing of cereals & pulses Dal processing Papad making Bakery products Bharbhujia, chana, dalia, manufacturing	Carpentry and blacksmith Bee Keeping - wax and honey
Ghani processing of edible oil seeds Bullock ghani Improved power ghani Portable power ghani	Fiber products Rope making Ban making

Village match Industry	Bamboo and cane products
Agarbatti Handloom Manufacture of Laundry soap	Manufacture of cane Gur & Khandasari Bullock driven Power driven

Shops - also are one of the viable rehabilitation options. A limited number of shops in Substation area if available will be earmarked for allotment to PAFs after appropriate consultation regarding the PAFs capability and aptitude. Any assistance needed by PAFs in formulation of schemes for procuring loans from banks and stabilising the same will be rendered by POWERGRID if so desired.

Award of Petty Contracts: All possible efforts shall be made by project authorities to award petty contracts like cleaning, horticulture, etc. on a preferential basis to eligible PAFs.

Jobs:

Jobs with POWERGRID: POWERGRID projects do not envisage significant job opportunities to the local residents. However, if there is any requirement of job then PAPs shall be entitled for preference, subject to their meeting of job requirement and specification.

Jobs with Contractors: Contractors will be persuaded to give jobs to eligible PAPs on a preferential basis where feasible.

Training - If the head of the family who is eligible for RA as per entitlement frame work wants to nominate its dependant for vocational training course in lieu of rehabilitation assistance offered to them, POWERGRID may arrange for imparting suitable training. Such training will be imparted through the existing and available training institutions in the vicinity of affected villagers like Polytechnic, ITIs of the State and Central Government. The project authority may meet the cost of training of the persons who are nominated by the head of the eligible PAFs in writing selected from amongst the land oustee families.

Apart from above POWERGRID will organise need based short training for development of required skill and entrepreneurship development for the selected IGs in the affected village through state government/institutions.

Community Development works: In addition to above measures, POWERGRID based on outcome of social assessment will also undertake need based developmental work like construction of road, drinking water facility, community centre etc. for overall up-liftment of surrounding, village and community. These works shall be carried out in association with local authorities.

POWERGRID will ensure that all plans are approved by competent authorities; that public consultation takes place at necessary stages; and, that grievance redressal is a priority.

Definitions:

Household: A household is a group of persons who commonly live together and would take their meals from a common kitchen.

PAPs: People who lose land, livelihood, homesteads, structures and access to resources as a result of project activities.

Family: In relation to a affected person, means, such person and his or her spouse, minor sons, unmarried daughters, minor brothers or sisters, father and mother and other members residing with him and dependent on him for their livelihood.

All adult married sons in respect of title holder shall be considered as separate family for consideration/eligibility for rehabilitation assistance (Need based assistance to widow daughter separated from her family and living with parents and unmarried sons over the age of 40 may also be considered as special case) having share in the acquired property. However this will not apply to the category of big farmers who are left with sufficient land holding.

Nomination by PAP: The head of the family, if so desired, shall be asked to nominate in writing from among the family members whom he/she will like to get the rehabilitation assistance from the company. The nomination made by the head of the family generally will not be allowed to change except in special circumstances. But in no case, he/she will be allowed to change the nomination more than once.

Holding: means the total land held by a person as an occupant or tenant or as both.

Marginal farmer: means a cultivator with an un-irrigated land holding up to one hectare or irrigated holding up to 1/2 hectare.

Small farmers: means a cultivator with an irrigated land holding of 1 hectare or un-irrigated land holding of 2 hectare.

Big farmers: means a cultivator with an irrigated land holding of more than 5 ha.

Agricultural family: means a family whose primary mode of livelihood is agriculture and includes family of owners as well as sub-tenants of agricultural land, agricultural labourers.

Agricultural labourer: means a person, normally resident of the affected area for a period of not less than three years immediately before the declaration under Section-IV who does not hold any land in the affected zone but who earns his livelihood principally by manual labour on agricultural land therein immediately before such declaration and who has been deprived of his livelihood.

Displaced family: means any tenure holder, tenant, Government lessee or owner of other property, who on account of acquisition of his complete holding including land and house or other property in the affected village for the purpose of the project is displaced from such land/property.

Existing Land Price: Due to regional and state specific variations on productivity of land, land prices vary in different states and even in the same location, depending upon various parameters. The land purchase committee shall finalise the existing land price based on negotiations keeping in mind revenue records and other land market information.

Customary or Usufruct Rights: Several communities in India, including tribals, have traditionally enjoyed the benefit of using, without impairing, items like land, trees etc., which they do not own. These customary and usufruct rights vary across the country and are well documented by State Governments. However, its determination is built in Land Acquisition Process, In case, they are not covered under the records for want of updation of records or even due to ignorance, POWERGRID through its process of Land Acquisition Assessment and Social Assessment may be able to recognise these lapses so that interest of all these person are taken care off through Gram Panchyat / local authorities during assessment and subsequent compensation. POWERGRID will adopt norms of the respective State Governments as per the provisions of LA Process.

Nontitled(Encroacher): Persons who have illegally extended/occupy land to which they do not have recognizable legal right or claim they are occupying/ using.

Squatter: A person who settles or takes unauthorised possession on public land without title for residential purpose or for carrying out some business activity or person who gets right of pasturage from government on easy terms.

Non Government Organisations: any organisation outside the Government machinery duly registered under Society Registration Act and devoted to performing socio-economic voluntary activities.

Land Purchase Committee (LPC) shall be formed by nomination in the following steps:

- POWERGRID representative from site to be nominated by the Regional head.
- Representative of Local Authorities to be decided by District Administration.
- Representative of PAPs to be identified and selected by themselves.
- Representative of Gram Panchayat or any other person of repute as mutually agreed with local authorities and PAPs.

Grievance/Redressal Mechanism: A committee will be set up comprising of POWERGRID, representatives of local authorities, PAPs, Gram Panchayat or any well reputed person as mutually agreed with the local authorities and PAPs. This committee will address the grievances of the PAPs. POWERGRID will be represented by a senior official from Region/Corporate Centre. The well reputed person will not be same as the one in the LPC.

