



पावर ग्रिड कोर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Limited
सूचना का अधिकार अभिनियम 2005 के अंतर्गत केन्द्रीय लोक सूचना अधिकारी
Central Public Information Officer under the RTI Act, 2005
केन्द्रीय कार्यालय, 'सौदामिनी', प्लॉट नं.2, सेक्टर-29, गुडगांव, हरियाणा-122007
Corporate Centre, 'Saudamini', Plot No. 2, Sector-29, Gurgaon, Haryana-122007



CP/RTI/2015/186

Date: 13th January, 2016

Shri S.P. Sanwal
D-II/287, Vinay Marg
Chankyapuri, New Delhi

Sub: Information under Right to Information Act, 2005 (Application No.186
Application date 12th October, 2015 received on 19th October, 2015)

Dear Mr. Sanwal,

This has reference to your RTI request dated 12th October, 2015 (received on 19th October, 2015) seeking information, under RTI Act, 2005.

The information sought is attached at **Annex-I & II**. Since, the compilation of the information took some time and therefore information sought couldn't be provided within 30 days of period. Accordingly, no fee is being levied towards photocopy charges. The delay was unintentional and inconvenience caused is regretted, please.

First Appeal, if any, against the reply of CPIO may be made to the first appellate Authority within 30 days of the receipt of the reply of CPIO. Details of Appellate Authority at Corporate Centre, Gurgaon, under RTI Act, 2005 is as below:

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.
Email ID: bmishra@powergridindia.com
Phone No. 0124-2571960

Thanking you,

भवदीय,

सतीश 13/01/16

(सतीश कुमार जे.)

उप महाप्रबंधक (.आ.के) एवं के.लो.सू.अधिकारी

Phone No. 0124-2822746

Email ID: cpio.cc@powergrid.co.in

I. How Many projects/ works have been awarded to PGCIL by Delhi Transco Ltd since August,2014, till now ?

Reply :

POWERGRID is providing consultancy to DTL for Four (4) works as per following details:

- Consultancy for Strengthening of 400 & 220 kV Transmission System of NCT of Delhi (Tripartite MoU dated: 5th Nov'14 amongst GNCTD, DTL & MOU).
- Consultancy for Strengthening of 220 kV Transmission System of NCT of Delhi (Bi partite MoU dated: 28th Nov'14 between DTL and POWERGRID)
- Consultancy for review of design of 220 kV narrow Base Tower Type-A (D/C) considering wind Zone-5 (Work Order :L.DTL/204/M(T) Services/2014-15/4800004118/Oprns. C&MM/98 Dtd.11.11.14)
- Consultancy for review of Design of 220 kV Narrow Base Tower Type "B" & "C" (D/C) considering wind Zone-5 (Work Order :L.DTL/204/M(T) Services/2015-16/420000018/Oprns.C&MM/10 Dtd.22.05.15)

II. Please provide copy of each awarded order/ letter including complete cost of the project/ work/ AMC

Reply:

- Copy of MoU Dtd. 5th Nov'14, MoU Dtd. 28th Nov'14, Word Order dtd 11th Nov'14 and 22nd May'15,as mentioned above, is Annexed- **A**
- The detail of cost project/ work is as under :



Name of Work	Project Cost including Consultancy but excluding Service Tax.
Consultancy for Strengthening of 400 & 220 kV Transmission System of NCT of Delhi	Rs. 222.97 Crs.
Consultancy for Strengthening of 220 kV Transmission System of NCT of Delhi	Rs. 802.58 Crs.
Consultancy for review of design of 220 kV narrow Base Tower Type-A (D/C) considering wind Zone-5	Rs. 4.80 Lacs (Consultancy fee)
Consultancy for review of Design of 220 kV Narrow Base Tower Type "B" & "C" (D/C) considering wind Zone-5	Rs. 10.0 Lacs (Consultancy fee)

III. Has any advance payment been received? Please provide project/ work wise details.

Reply:

Yes. The advance payment has been received as per the terms of the MoU and Work Order. The work-wise details (excl'd TDS) are as under:

o MoU Dtd 5 th Nov'14	:	Rs. 11.27 Crs.	} Received with signing of Agreement
o Mou Dtd 28 th Nov'14	:	Rs. 40.17 Crs	
o Work Order Dtd. 11 th Nov'14	:	Rs. 4.85 Lacs	
o Work Order Dtd. 22 nd may'15	:	Rs. 10.11 Lacs	

IV. How many projects/ works/ AMc have been awarded on tender basis and how many on nomination basis. Please provide a copy of guidelines/ orders issued by Govt., if any,.....without following provision of general Financial Rules of the Govt of India.

Reply:

- o The works on behalf of DTL under MoU Dtd. 5th Nov'14 is being implemented by POWERGRID as per directive of Ministry of Power, Govt of India.
- o Regarding works under MoU Dtd 28th Nov'14, information like DTL having discussions with any other utility/ Organisation etc for implementation, is not available with BDD. The modalities of works were finalised after deliberations between DTL & POWERGRID.
- o Regarding works under Work Order Dtd 11th Nov'14 & 22nd May'15, DTL had requested our offer for providing the consultancy as mentioned above. Pursuant to which, DTL placed work order to POWERGRID. Information like DTL having offer/ quotation from other utility/ Organisation for such work, is not available with BDD.

V. How much service charge are payable to PGCIL for implementation of project/work/AMC given on nomination basis.

- | | | |
|---|---|------------------------------------|
| ○ MoU Dtd 5 th Nov'14 | } Consultancy fee @10% of the actual
executed cost of the project. | |
| ○ Mou Dtd 28 th Nov'14 | | |
| ○ Work Order Dtd. 11 th Nov'14 | | : Fee of Rs.4.80 Lacs+ Service Tax |
| ○ Work Order Dtd.22 nd may'15 | | : Fee of Rs.10.0 Lacs+ Service Tax |
-



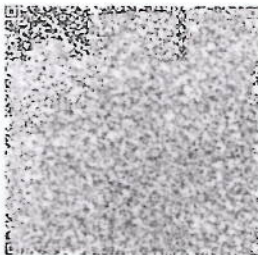
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Government of National Capital Territo.,

e-Stamp

Certificate No. : IN-DL15399332119484M
Certificate Issued Date : 27-Sep-2014 12:37 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210327729603707007M
Purchased by : POWER GRID CORPORATION OF INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : POWER GRID CORPORATION OF INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : POWER GRID CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

MEMEORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into on this 5th day of November Two Thousand Fourteen.

AMONGST

SECRETARY (POWER), DEPARTMENT OF POWER, GOVERNMENT OF NCT OF DELHI ON BEHALF OF LIEUTENANT GOVERNOR OF GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI having its

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Head Office at Delhi Secretariat, I.P Estate, New Delhi (hereinafter referred to as "GNCTD", depending upon the context which expressions shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) as party of the First part

AND

DELHI TRANSCO LIMITED, a Government of NCT of Delhi Undertaking, incorporated under the Companies Act, 1956 having its Registered Office at Shakti Sadan, Kotla Road, New Delhi-110002 (hereinafter referred to as "DTL" or "Owner" depending upon the context which expression shall unless repugnant to the context or meaning thereof include its Successors and permitted assigns) as party of the Second Part

AND

POWER GRID CORPORATION OF INDIA LIMITED, a Government of India Undertaking, incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016 (hereinafter referred to as "POWERGRID" or "Consultant" depending upon the context which expression shall unless repugnant to the context or meaning thereof include its Successors and permitted assigns) as party of the Third part.

(GNCTD, DTL & POWERGRID are hereinafter individually referred to as the 'Party' and collectively as 'Parties'.)

- A. WHEREAS, DTL has formulated plans to create robust transmission system in the National Capital Territory of Delhi and desires to obtain Consultancy and Supervisory Services from POWERGRID for implementation of works for strengthening of 400 KV & 220 kV Transmission Systems.
- B. WHEREAS POWERGRID has consented to provide consultancy and supervision services for implementation of aforesaid Transmission Systems (Project) as deposit work on cost plus basis, as per the terms and conditions stipulated herein and POWERGRID shall act as "Agent" of DTL & shall carry out various activities for and on behalf of DTL.
- C. WHEREAS Ministry of Power have accorded approval vide letter ref.no: 3/8/2014-Trans dated 29th Oct'14 (Copy enclosed at Appendix-f) for strengthening of intra-state Transmission system in Delhi at an estimated cost of Rs. 230 Crore with a contribution of Rs. 200 Crore by Government of India and balance by GNCTD/ DTL from their own resources to be implemented by POWERGRID on deposit work basis with consultancy charge of only @10% of the project cost as a special case.

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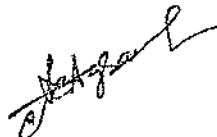
D. AND WHEREAS, a MOU amongst GNCTD, DTL & POWERGRID is to be signed for smooth implementation of the project as provided in the MOP approval letter dtd. 29th Oct'14.

NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:

For the purpose of this MOU, the terms used herein shall unless repugnant to the context thereof shall have the meaning assigned to them as under:

1.0 DEFINITIONS :

- 1.1 "MOU" shall mean the MOU containing the Terms & Conditions set forth & agreed herein, including all other documents expressly annexed thereto or incorporated therein.
- 1.2 "Bid Documents" shall mean the tender documents that shall be prepared by POWERGRID consisting of technical specifications, notice inviting tenders and other terms & conditions pursuant to which POWERGRID shall invite proposals for procurement of goods and services for the Project.
- 1.3 "Contractor" shall mean the Bidder whose bid is accepted by POWERGRID on behalf of the Owner for award of contract for the Project or any part of the Project resulting in a contract and shall include such contractor's legal representatives, successors and permitted assigns.
- 1.4 "Cost Plus basis" shall mean actual executed cost of the Project including Taxes & Duties plus Consultancy Fee payable to POWERGRID @ 10% of the actual executed cost of the Project. Taxes & Duties applicable on Consultancy Fee shall also be payable to POWERGRID.
- 1.5 "Equipment/ Materials" shall mean the equipment/ materials procured by POWERGRID on behalf of DTL.
- 1.6 "Project" shall mean the transmission system in Delhi consisting of the Transmission Lines and Substations as specified under scope of work to be undertaken by POWERGRID for & on behalf of DTL.
- 1.7 "Project Coordinator(s)" shall mean the officer of DTL appointed in writing to coordinate for & on behalf of DTL for this Project. He shall be supported by a multidisciplinary team of DTL officials to facilitate his functioning.
- 1.8 "Project Manager" shall mean the official nominated by POWERGRID in writing who shall be responsible for co-ordination for & on behalf of POWERGRID for all activities of this Project. He shall be supported by a multidisciplinary team of executives of POWERGRID.



- 1.9 "Site" shall mean and include the land & other places free from all encumbrances & disputes at which the Project and related facilities are to be constructed and any adjacent land, path etc., which may be allocated or used by the Owner/POWERGRID/Contractor in performance of work under this MOU.
- 1.10 Words singular shall include the plural and vice versa, where the contexts so desire.

2.0 SCOPE OF WORK TO BE UNDERTAKEN BY POWERGRID FOR & ON BEHALF OF DTL :

The scope of works under this MOU shall be as under:

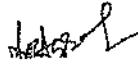
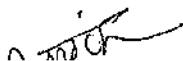
- Replacement of 2x315 MVA Transformers with 2x500 MVA Transformers at Bannauli. Existing 1x315 MVA Transformer to be relocated at Mundka & 1x315 MVA Transformer shall be stored at Bannauli itself,
- Replacement of ACSR Zebra with HTLS Conductor on South of Wazirabad (SOW) to Geeta Colony 220 kV D/C Line,
- Double Circuit 220 kV Underground Cable cum Over Head(O/H) Transmission Line from Harsh Vihar - Preet Vihar - Patparganj.

3.0 SCOPE OF SERVICES:

3.1 SCOPE OF POWERGRID'S SERVICES

Subject to specific exclusions as brought out elsewhere in this MOU, the scope of consultancy & supervisory services including Design, Engineering, Procurement & Project Management for implementation till commissioning of the Project on behalf of DTL as its Agent, shall be as hereunder :-

- i) Preparation of all Bid documents including Technical Specifications and tender drawings,
- ii) Invitation of Bids, evaluation of bids, assessment of capacity & capability, if required : pre-award discussions with the selected vendors and finalization of awards,
- iii) Issuing Notice of Award (NOAs)/ finalization of contract and signing of contract agreement, all post contract co-ordination, approval of contractor's drawings/documents including Manufacturing Quality Plans(MQPs) & Field Quality Plans(FQP), inspection of materials at the manufacture's works and/or at site and witnessing of testing of equipment/materials etc., and implementation of the agreed quality assurance programme of the various manufacturer/contractors,
- iv) Project Management including expediting to ensure supply of all equipment/ material in line with the agreed work schedule and supervision of all activities such as storage, handling of equipment/material at site, erection, testing and commissioning by the



concerned contractors and making progressive payment to the contractors on behalf of DTL subject to adequate funds & Right of Way being made available to POWERGRID by DTL from time to time,

- v) The scope of work shall also include preparatory work, collection/ compilation of details/ data and preparation of the draft proposal for Forest Clearances, Right of Way, Crop Compensation, Tree Compensation, Power & Telecom Coordination Committee (PTCC) clearance, Wireless Clearance, Aviation/ defense clearance, railway crossing clearance, River/ Canal/ Drain/ Road crossing clearance, Statutory electrical clearance etc. as per requirement. POWERGRID shall undertake all the documentations and representing to all concerned agencies and release of due payments to third parties out of the funds made available to POWERGRID,
- vi) Survey & Soil investigation, Site leveling, boundary wall, fencing, roads & drains, Control room building, store shed, Various Electrical & Mechanical Auxiliaries & buildings to house them, as per the requirement and shall form part of the Project,
- vii) Immediately after award, POWERGRID shall submit copy of two sets of NITs, evaluation report, and LOAs to DTL,
- viii) After execution at the time of handing over, POWERGRID shall submit all drawings, manuals and completed route profile details to DTL,
- ix) Provide advance information to facilitate DTL in discharging its responsibilities as mentioned at clause no 3.2.
- x) POWERGRID shall assist DTL in obtaining the clearances for the activities mentioned at Clause no. 3.2 (vi) to 3.2 (x).

**3.2 SCOPE OF DTL SERVICES
(EXCLUSION FROM POWERGRID'S SCOPE OF SERVICES)**

DTL shall undertake activities at their own cost as stated hereunder :-

- i) Provide all data/ information so as to plan implementation of Project,
- ii) Provide funds including those to be received from Govt. of India (GOD) and GNCTD,
- iii) Facilitate POWERGRID in carrying out its tasks,
- iv) Make available Work Permits/ Shutdown as per the requirement,
- v) Land Acquisition & related activities including payment of compensation etc., for handing over the same to POWERGRID free from all encumbrances at the earliest to match the completion schedule,

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- vi) All statutory clearances from concerned Authorities. Being the owner of the Project, the risk associated with obtaining the Project clearance, Forest clearance, Right of Way, Crop Compensation, Tree Compensation, Power & Telecom Coordination Committee(PTCC) clearance, Wireless clearance, Aviation/ Defense clearance, Railway, River/Canal/Drain/ Road crossing clearance, any other statutory clearance etc. as per requirement shall be that of DTL,
- vii) Liaison and follow up with all Government bodies including local administration,
- viii) Settlement of any disputes with Public/ Tax authority/ Statutory Bodies/ Local Authorities/ State Authorities etc.,
- ix) Coordination of PLCC and protection scheme with remote end Substations,
- x) DTL shall obtain Electrical Inspector's clearance for lines & Substations from the concerned authorities,
- xi) To take up with concerned law enforcement agencies, wherever and whenever required, for smooth implementation of the Project.
- xii) Taking over, Operation & Maintenance of the commissioned elements.

3.3 SCOPE OF GNCTD SERVICES

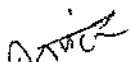
- i) To coordinate and receive funds amounting to Rs. 200 Crore from Ministry of Power, Govt. of India and transfer it to DTL for subsequent release to POWERGRID for the implementation of the Project.
- ii) To facilitate availability of funds beyond Rs. 200 Crore and to ensure release of funds to POWERGRID for smooth implementation of the Project as per EFC sanction dated 29th Oct. 2014.
- iii) To submit quarterly report to Ministry of Power & Central Electricity Authority indicating financial and physical progress of implementation of activities of the Project.

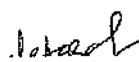
4.0 WORKING PROCEDURE :

- 4.1 To enable POWERGRID to discharge its obligations in a smooth and efficient manner, DTL shall issue necessary authorization in favour of POWERGRID to act on behalf of Owner for the scope of services under this MOU. The Owner shall also provide all other necessary documents required for this purpose including concessional sales-tax declaration forms or any other applicable forms duly filled in and signed. DTL shall issue concessional sales tax forms in the name of contractor.

All the invoices shall be raised by the Contractors in the name of DTL acting through POWERGRID. Road Permits as may be required shall be issued by DTL.

The recovery of TDS under CST/ VAT/ WCT/ Income Tax Act and any other Acts or Government regulation related to this work shall be done by POWERGRID on behalf







of DTL from the Contractor's Bills. TDS so deducted by POWERGRID on behalf of DTL shall be deposited with the relevant tax authorities by using PAN, TIN & TAN of DTL. Copies of chalan will be forwarded to DTL for filing returns and necessary TDS certificates will be issued by POWERGRID after getting necessary acknowledgement number and identification number in this regard from DTL.

Wherever the returns are to be filed electronically, DTL will file tax returns and issue necessary TDS certificates directly under intimation to POWERGRID within statutory period.

- 4.2 DTL, as Owner, shall be responsible to arrange funds from GNCTD (both from GOI and GNCTD) & shall also ensure prompt release of funds to POWERGRID to enable unhindered progress of work as per this MOU.
- 4.3 To ensure proper co-ordination between POWERGRID and DTL for carrying out the works under the scope of this MOU, both DTL and POWERGRID shall respectively nominate their "Project Coordinator" & "Project Manager", who shall be the focal point for all matters relating to this MOU.
- 4.4 Bid Securities & Advance Guarantees shall be in favour of POWERGRID, whereas CPG will be in favour of DTL with appropriate provision to facilitate its invocation by POWERGRID.
- 4.5 Due to complexity involved in maintaining the Fibre Optic based Communication Equipment, it is standard practice of POWERGRID to invite and evaluate bids for their AMC (during as well as after warranty). Offers for AMC for FO-based Communication equipment shall be obtained along with the offer for FO-based communication equipment. The bids shall be evaluated including the cost of AMC. POWERGRID shall issue NOA including AMC portion. DTL shall sign the AMC and pay for the same from their own resources and necessary guarantees shall be in favour of DTL. AMC shall commence after successful commissioning, i.e. Site Acceptance Testing (SAT). POWERGRID shall not be entitled for consultancy charges on AMC amount.
- 4.6 For carrying out various activities not covered above, a working procedure shall be separately agreed between POWERGRID and DTL, as the need may arise.

5.0 RELEASE OF FUNDS:

- 5.1 To facilitate smooth execution of work and to complete the work within time schedule, DTL shall take appropriate actions so that the required funds are released to POWERGRID as per clause No. 10.0 of this MOU. DTL shall be responsible for the liability arising out of delay in release of funds required for work.
- 5.2 POWERGRID shall commence activities under this MOU immediately after signing of MOU and receipt of first installment payment, whichever is later. However, the first installment of payment shall be released by DTL as indicated in Clause 10.0(a) below.

AMC

[Signature]

[Signature]

5.3 It is clearly understood by the parties that funding of the Project and Consultancy Fee along with applicable Taxes & Duties is the responsibility of DTL. POWERGRID shall not finance any portion of the Project at any time during the implementation of the Project.

6.0 AWARD OF CONTRACT (METHODOLOGY):

6.1 The contract shall be awarded by POWERGRID on behalf of DTL in line with the "Works & Procurement Policy and Procedure (WPPP)" of POWERGRID.

6.2 POWERGRID reserves the right to appoint any contractor for any specific job to ensure timely commissioning of the Project.

7.0 PROJECT COST:

7.1 The work shall be implemented by POWERGRID on behalf of DTL as deposit work on "Cost Plus Basis".

7.2 The Project Cost shall be the cost of all materials/ services as paid to the contractor, statutory authorities for various clearances or any other person or agency as may be required for implementing this Project plus all the applicable taxes & Duties.

7.3 The Project Cost is estimated as **Rs.230 Crore*** including the Consultancy Fee payable to POWERGRID & applicable Service Tax on Consultancy Fee.

**includes consultancy fees @ 12% as originally envisaged which is now reduced to 10%. Therefore, project cost excluding initial Consultancy Fee & applicable Service Tax on Consultancy Fee comes Rs. 202.67 Crore)*

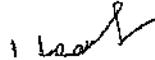

7.4 Any addition/modification/augmentation/deletion required during implementation of Project and agreed mutually amongst DTL and POWERGRID shall form part of the scope of work and accordingly estimates of Project Cost & Consultancy Fee shall be revised by POWERGRID for payments by DTL.

7.5 The above cost is for estimation purpose only to meet administrative requirements to move forward. However, depending upon site/ market conditions or for any other reason, the cost of the Project may undergo change during the execution of the Project. As such, the final executed cost of the Project will be certified by POWERGRID based on the actual works executed.

7.6 The actual Project Cost (including applicable taxes & duties) and resultant consultancy fee (including taxes & duties) shall be arrived at by POWERGRID after the completion of the Project and accounts (including TDS certificate) shall be accordingly reconciled.

8.0 CONSULTANCY FEE:

The Consultancy Fee payable to POWERGRID for its scope of services as brought out in this MOU shall be 10% of the actual executed Project Cost. Based on presently estimated Project Cost as per DTL estimates, the Consultancy Fee payable to POWERGRID is estimated as **Rs. 20.3 Crore.**



9.0 TAXES AND DUTIES:

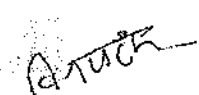
The aforementioned Consultancy Fee does not include any taxes & duties. At present, the Service Tax @ 12.36 % (including Education Cess @ 3%) is applicable on consultancy fee.

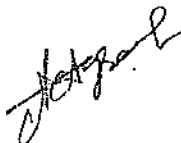
All extant statutory taxes, duties and levies & as amended from time to time by any Act/ Notification of Government (Central/ State) or any other local bodies/ authorities shall be applicable to Project Cost as well as Consultancy Fee.

10.0 FUND RELEASE & TERMS OF PAYMENT OF CONSULTANCY FEE:

The funds towards meeting Project Cost & the consultancy fee shall be released by DTL to POWERGRID, as follows:

- a) 5% of the estimated cost of the Project along with corresponding Consultancy Fee and applicable Service Tax on Consultancy Fee shall be paid within 15 days of signing of the MOU.
- b) 15 % of the estimated cost of the Project along with corresponding Consultancy Fee and applicable Service Tax on Consultancy Fee shall be paid on placement of first award by POWERGRID.
- c) 70% of the estimated/awarded cost of the Project along with corresponding Consultancy fee shall be payable quarterly in advance corresponding to the quarterly cash flow requirement submitted by POWERGRID.
- d) Balance 10% of the Project Cost and corresponding consultancy fee along with applicable service tax on consultancy fee shall be released progressively upon taking over of elements by DTL.
- e) Payments arising due to adjustment on account of variation between estimated Project Cost & anticipated Project Cost, as per the periodic updation, primarily associated with the amendments to the Contracts, shall be made together with consultancy fee & applicable taxes & duties within 15 days of submission of invoice by POWERGRID.
- f) All payments shall be made by DTL within 15 days of raising of invoices by POWERGRID
- g) No Bank Guarantee shall be furnished by POWERGRID for receiving the payments under this MOU.
- h) At no stage, POWERGRID shall use its own funds for execution of this Project.
- i) Any delay in execution of the Project on account of non-availability of funds and/ or services to be provided by DTL shall not be attributable to POWERGRID and the period of implementation shall be deemed to have been extended consequent to & commensurate with such delays.







11.0 TIME SCHEDULE:

11.1 Subject to DTL fulfilling its obligations, the entire Project shall be completed within 12 months from the date of signing of MOU or receipt of 1st installment payment, whichever is later. The completion schedule (on best effort basis) for various elements shall be as under:

Sl. No	Description	Completion Schedule (Best Efforts)
(i)	Replacement of 2x315 MVA Transformers with 2x500 MVA Transformers at Bamnauli. Existing 1x315 MVA Transformer to be relocated at Mundka & 1x315 MVA Transformer shall be stored at Bamnauli itself	30 th April 2015
(ii)	Replacement of ACSR Zebra with HTLS Conductor on South of Wazirabad (SOW) to Geeta Colony 220 kV D/C Line	30 th April 2015
(iii)	Double Circuit 220 kV Underground Cable cum O/H Transmission Line from Harsh Vihar-Preet Vihar-Patparganj	30 th April 2015

11.2 Any delay in fulfillment of its obligation by DTL will affect the completion schedule and therefore completion schedule shall be deemed to have been automatically extended to cover such delay as may occur.

11.3 If by reason of extra or additional work or any industrial dispute or any cause or causes outside of and beyond the reasonable control of POWERGRID and its contractor(s), the work is delayed or impeded, the delayed period shall be construed as automatic time extension. In case of any industrial dispute or any cause or causes outside of and beyond the reasonable control of POWERGRID and its contractor(s), the Project is delayed or impeded, POWERGRID shall bring it to the notice of DTL to this effect within 30 days from cause of action occurred.

11.4 The completion period is indicated in good faith and is subject to fulfillment of obligation on part of DTL and POWERGRID.

11.5 POWERGRID shall submit a detailed Project implementation schedule and the same shall be adhered to.

12.0 PROGRESS REVIEW:

12.1 Joint Co-ordination Committee (JCC): DTL and POWERGRID shall nominate their representatives in a body called JCC to review the Project. POWERGRID shall specify monthly milestones or targets, which shall be reviewed jointly by JCC through



a formal monthly review meeting. JCC shall be headed by Managing Director, DTL. This meeting forum shall be called as Joint Co-ordination Committee Meeting (JCCM) and the POWERGRID shall keep a record of every meeting.

A monthly progress report covering physical/financial progress & highlighting physical & financial exceptions/ constraints shall be prepared by POWERGRID & shall form the basis of such JCCM.

- 12.2 Contractor's Review Meeting (CRM): Periodic Review Meeting will be held by officials of POWERGRID with Contractors at field offices, RHQ (NR-1) & Corporate Office, as per the requirement. These shall be called "Contractor's Review Meeting" (CRM). POWERGRID shall keep a record of all CRMs, which shall be shared with all concerned and with DTL.
- 12.3 As and when required, a review may be held among Department of Power, GNCTD, DTL and POWERGRID primarily to maintain oversight at the top level and also to debottleneck issues that require intervention at GNCTD level. DTL & POWERGRID shall attend the meeting along with all the details. Minutes of the meeting shall be prepared by POWERGRID and shared with all the concerned.
- 12.4 Quarterly progress report indicating financial and physical activities under the project shall be submitted by POWERGRID to Ministry of Power, GOI under intimation to GNCTD, CEA and DTL.

13.0 FACILITIES/ INFORMATION TO BE PROVIDED BY OWNER:

- 13.1 All necessary information/data and facilities as may be required by POWERGRID in connection with services shall be promptly made available/ rendered by DTL.
- 13.2 DTL shall give their views on all matters pertaining to this Project as may be referred to by POWERGRID from time to time within a reasonable time which would normally not exceed fifteen (15) days and shall discharge faithfully all its obligations.

14.0 FORCE MAJEURE:

- 14.1 Force Majeure is hereby defined as any cause, which is beyond the control of POWERGRID or its Contractor(s) or DTL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the said work including, but not limited to the followings:
- a) Natural phenomena including but not limited to floods, droughts, earthquakes, epidemics etc.,
 - b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes etc.,

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- c) Hostilities, revolutions, riots, civil commotions, strike, terrorism including in the premises of the Contractors.

14.2 POWERGRID or DTL or GNCTD shall not be liable for any delays in performing its obligation resulting from Force Majeure causes as referred to and/ or defined herein above. The date of completion will be extended by corresponding period equal to the period of Force Majeure if the situation so warrants and by such period to be mutually agreed to by the Parties. Should one or more Parties be prevented from fulfilling their obligations by state of Force Majeure lasting for a period of two months, the concerned Parties shall consult each other and decide as to further course of action.

15.0 TAKING OVER:

POWERGRID shall intimate DTL as soon as the elements of the Project are progressively commissioned (except in such respects that do not affect their use and/ or cause any serious risks) and DTL shall issue to POWERGRID Site-in-Charge, a certificate (herein called the Taking Over Certificate) in which they shall certify the date on which the works have been completed and passed commissioning tests, if any.

Issues, which do not come in the way of beneficial use of the elements of the Project, shall not constitute the reason for not taking it over. In case Taking Over certificate is not issued upon progressive commissioning of the Project, it shall be deemed to have been taken over on expiry of 30 days from the date of intimation by POWERGRID. However, immediately upon commissioning of the elements of the Project, the Operation & Maintenance of the same shall become the responsibility of the Owner.

The dismantled/ scrap materials, if any, shall be retained/ disposed off by the Contractors and therefore Contractors shall quote their prices considering the credit on account of dismantled/ scrap materials. Suitable provisions in the bidding documents shall be made by POWERGRID.

16.0 TERMINATION OF MOU:


16.1 In the event when the Parties mutually agree to terminate the MOU, on account of Force Majeure, the termination shall take effect from the date and time to be agreed upon mutually.

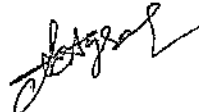
16.2 In the event of termination of this MOU as per Clause No.14.1 above, expenditures towards Project Cost & Consultancy fee thereof shall be paid proportionately to POWERGRID for such of those items of work, which have been completed/ partially completed and mutually agreed.

17.0 SETTLEMENT OF DISPUTE & ARBITRATION:

17.1 This MOU shall be governed by and construed in accordance with the laws of India. Any dispute or difference arising out of this MOU shall be amicably settled between the Parties.

17.2 In case of non-settlement of dispute or difference, the matter shall be within 30 days referred to arbitrator as provided in Government of India, Ministry of Heavy







Industries and Public Enterprises, Department of Public Enterprises, vide Office Memorandum No. 4(1)/2011-DPE(PMA)-GL dated 12.th June'13 to be read with Office Memorandum No-4(1)/2011-DPE(PMA) dated 24.03.2014 and its subsequent amendments thereof.

17.3 The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.4 The venue of Arbitration shall be at New Delhi.

17.5 This MOU shall be subject to the jurisdiction of the court at New Delhi.

18.0 THIRD PARTY DISPUTE:

If any litigation/ arbitration cases crop up during the process of placement of contract order or thereafter by POWERGRID on behalf of DTL, POWERGRID shall resolve the same on behalf of DTL. DTL shall provide necessary details, if required. The cost of such litigation/arbitration and liability arising out of the award thereof, if any, shall be borne by DTL.

19.0 DELAY IN COMPLETION:

POWERGRID shall suitably incorporate the provisions towards levy of Liquidated Damages in their Agreements with Contractor(s) for delay in completion of the Project. All amounts towards Liquidated Damages, if any, as may be received by POWERGRID under this provision, shall be suitably adjusted in the Project Cost.

20.0 PERFORMANCE GUARANTEE:

POWERGRID shall suitably incorporate the provision of Guarantee Clause in their Contract Agreements with Contractor(s) valid for a period of 60 calendar months commencing immediately after commissioning of the Project, which will be enforceable by the Owner.

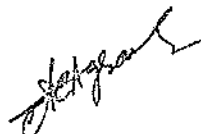
21.0 AMENDMENT:

This MOU may be amended or modified if necessary by a written instrument signed by the Parties and the same shall be considered as an integral part of this MOU.

22.0 EFFECTIVE DATE:

This MOU shall be deemed to have come into force with effect from the date of signing of MOU, in case the first installment payment is released within 30 days of submission of invoice by POWERGRID failing which from the date of receipt of first installment payment. All rights, obligations and responsibilities of Owner and POWERGRID shall be deemed to have commenced and accrued from the above date.







23.0 NOTICE OF DEFAULT:

Notice of default given by either Party to the other Party under this MOU shall be in writing within 30 days and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement due, addressed to the signatories to this MOU.

24.0 CORRESPONDENCE:

24.1 All communications from DTL to POWERGRID shall be addressed to the Project Manager to be nominated by POWERGRID in writing for the purpose of this Project.

24.2 All communication from POWERGRID to DTL shall be addressed to the Project Coordinator nominated by DTL in writing for the purpose of this Project.

IN WITNESS WHEREOF the Parties hereto have fully executed these present through their duly authorized representatives on the Day, Month and Year mentioned above.

For and on behalf of
**Power Grid Corporation
of India Limited**

For and on behalf of
Delhi Transco Limited

For and on behalf of
Govt. of NCT of Delhi

WITNESS :

1. (PANKAJ KUMAR)
Manager (BDD)
POWERGRID, Gurgaon

2.

WITNESS :

1. (PANKAJ K. VIJAY)
Manager (E&D)
DTL

2.

WITNESS

1.

2.

No. 3/8/2014-Trans
Government of India
Ministry of Power

Shram Shakti Bhawan Rafi Marg,
New Delhi, dated 29th October, 2014

To

1. Principal Secretary (Power),
Government of NCT of Delhi.
2. CMD,
PGCIL, Gurgaon.

Subject: NCT of Delhi Transmission System Improvement Project for strengthening of the intra-State Transmission system in De hi.

The undersigned is directed to convey the approval of competent authority for the scheme "NCT of Delhi Transmission System Improvement Projects for strengthening of the intra-State Transmission system in Delhi" at an estimated cost of Rs. 230 Crore (Rupees Two Hundred Thirty Crore only).

2. The scope of work and estimated cost of the scheme is given below:

Sl. No.	Scope of work	Capacity / line length	Estimated Cost (Rs. in crore)
(i)	Replacement of 2x315 MVA ICTs with 2X500 MVA at Bamnoli	2 x 500 MVA	30
(ii)	HTLS re-conductoring of D/C Geeta Colony -Wazirabad	2 x 6 kms	20
(iii)	220kV D/C Harsh Vihar-Patparganj UG+OH line	2 x 16 kms	180
Total			230

3. The terms and conditions for implementation of the aforesaid scheme shall be as below:

- (i) An amount of Rs.200 crore only shall be provided to Govt of NCT of Delhi under the budget of Ministry of Power for 2014-15.
- (ii) Expenditure beyond Rs. 200 Crore shall be provided by Govt. of NCT of Delhi (GNCTD) / Delhi Transmission Limited (DTL) from their own resources.

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- (iii) PGCIL will charge consultancy fee of only @10% of the project cost as a special case.
- (iv) PGCIL shall ensure that the project gets completed before 30th April 2015 positively and DTL and Govt of NCT of Delhi shall provide the necessary support as may be required by PGCIL. Memorandum of Understanding (MOU) amongst DTL, PGCIL and GNCTD may be prepared / signed for smooth implementation of the scheme.
- (v) Since the project will be implemented on deposit-work basis by PGCIL, the MOU to be entered into should contain adequate safeguards to ensure that the implementing agency, namely, PGCIL does not face difficulties in getting timely release of funds from GNCTD.
- (vi) PGCIL shall get payments from GNCTD as per the MOU to be signed amongst DTL, PGCIL and GNCTD.

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

5. This issues with the concurrence of Integrated Finance Division of Ministry of Power vide their Dy.No.1171/JS&FA/2014 dated 29.10.2014.

Encl.: as above

Yours faithfully

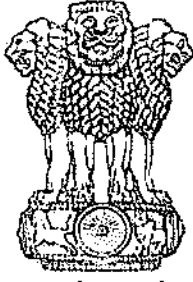


(S. Venkateshwarlu,
Under Secretary to the Govt. of India
Tel: 011-2332 5242

Copy forwarded to the following:

1. Chairperson, Central Electricity Authority (CEA), Sewa Bhavan, RK Puram, New Delhi.
2. Prime Minister's Office (Kind Attn: Shri Santosh D. Vaidya, Director) with reference to their PMO ID No. 210/31/C/29/2014-ES.I dated 21.8.2014, for information.
3. Pay & Accounts Officer, Ministry of Power, New Delhi.
4. Controller of Accounts, Ministry of Power, Sewa Bhavan, RK Puram, New Delhi.
5. Principal Director of Audit, Economic & Service Ministry, AGCR Building, Near ITO, New Delhi-110002.
6. Secretary, Planning Commission, Yojana Bhavan, New Delhi.
7. Secretary, Department of Expenditure, Ministry of Finance, New Delhi.

Copy to: PS to MoSP (IC) / PPS to Secretary (Power) / AS(DC) / JS (Trans) / JS&FA/ Director (Trans) / US (Fin.), Ministry of Power.



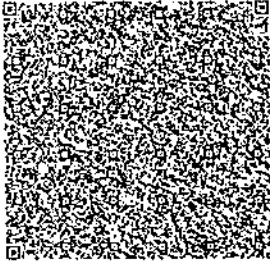
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL15399142598022M
Certificate Issued Date : 27-Sep-2014 12:37 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210327729924489956M
Purchased by : POWER GRID CORPORATION OF INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : POWER GRID CORPORATION OF INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : POWER GRID CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into on this 27th day of September, Two Thousand Fourteen

BETWEEN

DELHI TRANSCO LIMITED, a Government of NCT of Delhi Undertaking, incorporated under the Companies Act, 1956 having its Registered Office at Shakti

[Handwritten Signature]
28/11/14

Statutory Alert

The authenticity of this Stamp Certificate should be verified at www.stampstamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
The user is directed to refer to the website for the terms of the certificate.

Sadan, Kolla Road, New Delhi-110002 (hereinafter referred to as "DTL" or "Owner" depending upon the context which expression shall unless repugnant to the context or meaning thereof include its Successors and permitted assigns) of the First part.

AND

POWER GRID CORPORATION OF INDIA LIMITED, a Government of India Undertaking, incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter referred to as "POWERGRID" or "Consultant" depending upon the context which expression shall unless repugnant to the context or meaning thereof include its Successors and permitted assigns) of the Second part.

(DTL & POWERGRID are hereinafter individually referred to as the 'Party' and collectively as 'Parties'.)

WHEREAS, DTL has formulated plans to create robust transmission system in the National Capital Territory of Delhi and desires to obtain Consultancy and Supervisory Services from POWERGRID for implementation of works for strengthening of 220 KV Transmission Systems (Phase-I & Phase-II).

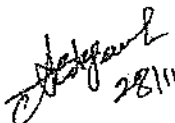
WHEREAS POWERGRID has consented to provide consultancy and supervision services for implementation of aforesaid Transmission Systems(Project) as deposit work on cost plus basis, as per the terms and conditions stipulated herein and POWERGRID shall act as "Agent" of DTL & shall carry out various activities for and on behalf of DTL.

NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:

For the purpose of this MOU, the terms used herein shall unless repugnant to the context thereof shall have the meaning assigned to them as under:

1.0 **DEFINITIONS :**

- 1.1 "MOU" shall mean the MOU containing the Terms & Conditions set forth & agreed herein, including all other documents expressly annexed thereto or incorporated therein.
- 1.2 "Bid Documents" shall mean the tender documents that shall be prepared by POWERGRID consisting of technical specifications, notice inviting tenders and other terms & conditions pursuant to which POWERGRID shall invite proposals for procurement of goods and services for the Project.
- 1.3 "Contractor" shall mean the Bidder whose bid is accepted by POWERGRID on behalf of the Owner for award of contract for the Project or any part of the Project resulting in a contract and shall include such contractor's legal representatives, successors and permitted assigns.


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- 1.4 "Cost Plus basis" shall mean actual executed cost of the Project including Taxes & Duties plus Consultancy Fee payable to POWERGRID @ 10% of the actual executed cost of the Project. Taxes & Duties applicable on Consultancy Fee shall also be payable to POWERGRID.
- 1.5 "Equipment/ Materials" shall mean the equipment/ materials procured by POWERGRID on behalf of DTL.
- 1.6 "Project" shall mean the phase-I & Phase-II elements of the 220kV transmission system in Delhi consisting of the Transmission Lines and Substations as specified under scope of work to be undertaken by POWERGRID for & on behalf of DTL.
- 1.7 "Project Coordinator(s)" shall mean the officer of DTL appointed in writing to coordinate for & on behalf of DTL for this Project. He shall be supported by a multidisciplinary team of DTL officials to facilitate his functioning.
- 1.8 "Project Manager" shall mean the official nominated by POWERGRID in writing who shall be responsible for co-ordination for & on behalf of POWERGRID for all activities of this Project. He shall be supported by a multidisciplinary team of executives of POWERGRID.
- 1.9 "Site" shall mean and include the land & other places free from all encumbrances & disputes at which the Project and related facilities are to be constructed and any adjacent land, path etc., which may be allocated or used by the Owner/ POWERGRID/ Contractor in performance of work under this MOU.
- 1.10 Words singular shall include the plural and vice versa, where the contexts so desire.

2.0 SCOPE OF WORK TO BE UNDERTAKEN BY POWERGRID FOR & ON BEHALF OF DTL:

The scope of works under this MOU shall be as under:

"PHASE-I"

(A) Transmission Lines:

1. Replacement of ACSR Zebra with HTLS Conductor on Bamnauli-Naraina 220 kV D/C Line
2. Replacement of ACSR Zebra with HTLS Conductor on Sarita Vihar-Pragati-IP Power Station 220 kV D/C Line.
3. LILO of 220 D/C Bamnauli-Naraina line at PPK-III (Over head)
4. 220 KV D/C Kashmiri Gate-Rajghat (Over Head) Tr line
5. LILO of 220kV D/C Geeta Colony-Patparganj (Over Head) line at Rajghat
6. 220 KV S/C Park Street-Electric Lane-Rajghat -Part Street (Underground + Overhead) line

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28/11/14

7. 220 KV D/C Lodhi Road-Rajghat (Underground+ Overhead) Line
8. 220 KV D/C Masjid Moth-Okhla D/C (Underground) Line

(B) Substations:

1. 220/33 KV GIS at Rajghat
2. 220/66 KV Substation at Papakalan-III
3. 220/33 KV GIS at Preet Vihar

"PHASE-II"

(A) Transmission Lines:

1. LILO of 220kV D/C BTPS-Mahrauli Line at Tuglakabad (OverHead)
2. 220 KV D/C Tuglakabad-Okhla (OverHead) Line
3. 220 KV D/C Karampura-Budella (Overhead) Line
4. 220 KV D/C Karampura-Subzi Mandi Line (Underground+ Overhead)
5. LILO of 220KV D/C Wazirpur-Peera Garhi at Karampura (Underground)
6. Karampura-Rohtak Road (Underground) 220kV D/C Cable

(B) Substations:

1. 220/66 KV GIS at Tuglakabad
2. 220/33 KV GIS at Karampura

3.0 SCOPE OF SERVICES :

3.1 SCOPE OF POWERGRID's SERVICES :

Subject to specific exclusions as brought out elsewhere in this MOU, the scope of consultancy & supervisory services including Design, Engineering, Procurement & Project Management for implementation till commissioning of the Project on behalf of DTL as its Agent, shall be as hereunder :-

- i) Preparation of all Bid documents including Technical Specifications and tender drawings,
- ii) Invitation of Bids, evaluation of bids, assessment of capacity & capability, if required, pre-award discussions with the selected vendors and finalization of awards,
- iii) Issuing Notice of Award (NOAs)/ finalization of contract and signing of contract agreement, all post contract co-ordination, approval of contractor's drawings/ documents including Manufacturing Quality Plans(MQPs) & Field Quality Plans(FQP), inspection of materials at the manufacture's works and/or at site and witnessing of testing of equipment/materials etc., and implementation of the agreed quality assurance programme of the various manufacturer/contractors,

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- iv) Project Management including expediting to ensure supply of all equipment/ material in line with the agreed work schedule and supervision of all activities such as storage, handling of equipment/material at site, erection, testing and commissioning by the concerned contractors and making progressive payment to the contractors on behalf of DTL subject to adequate funds & Right of Way being made available to POWERGRID by DTL from time to time,
- v) The scope of work shall also include preparatory work, collection/ compilation of details/ data and preparation of the draft proposal for Forest Clearances, Right of Way, Crop Compensation, Tree Compensation, Power & Telecom Coordination Committee (PTCC) clearance, Wireless Clearance, Aviation/ defense clearance, Railway crossing clearance, River/ Canal/ Drain/ Road crossing clearance, Statutory electrical clearance etc. as per requirement. POWERGRID shall undertake all the documentations and representing to all concerned agencies and release of due payments to third parties out of the funds made available to POWERGRID.
- vi) Survey & Soil investigation, Site leveling, Boundary wall, Fencing, Roads & Drains, Control room building, Store shed, Various Electrical & Mechanical Auxiliaries & buildings to house them, as per the requirement and shall form part of the Project,
- vii) Immediately after award, POWERGRID shall submit copy of two sets of NITs, evaluation report, and LOAs to DTL,
- viii) After execution at the time of handing over, POWERGRID shall submit all drawings, manuals and completed route profile details to DTL.
- ix) Provide advance information to facilitate DTL in discharging its responsibilities as mentioned at clause no 3.2,
- x) POWERGRID shall assist DTL in obtaining the clearances for the activities mentioned at Clause no. 3.2 (vi) to 3.2 (x).

3.2 SCOPE OF DTL SERVICES :
(EXCLUSION FROM POWERGRID'S SCOPE OF SERVICES)

DTL shall undertake activities at their own cost as stated hereunder :-

- i) Provide all data/ information so as to plan implementation of Project,
- ii) Provide funds for this project,
- iii) Facilitate POWERGRID in carrying out its tasks,
- iv) Make available Work Permits/ Shutdown as per the requirement,

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- v) Land Acquisition & related activities including payment of compensation, etc., for handing over the same to POWERGRID free from all encumbrances at the earliest to match the completion schedule,
- vi) All statutory clearances from concerned Authorities. Being the owner of the Project, the risk associated with obtaining the Project clearance. Forest clearance. Right of Way. Crop Compensation, Tree Compensation, Power & Telecom Coordination Committee(PTCC) clearance. Wireless clearance. Aviation/ Defense clearance, Railway, River/ Canal/Drain/ Road crossing clearance. any other statutory clearance etc. as per requirement shall be that of DTL,
- vii) Liaison and follow up with all Government bodies including local administration,
- viii) Settlement of any disputes with Public/ Tax authority/ Statutory Bodies/ Local Authorities/ State Authorities etc.,
- ix) Coordination of PLCC and protection scheme with remote end Substations,
- x) DTL shall obtain Electrical Inspector's clearance for lines & Substations from the concerned authorities,
- xi) To take up with concerned law enforcement agencies, wherever and whenever required, for smooth implementation of the Project.
- xii) Taking over, Operation & Maintenance of the commissioned elements.

4.0 WORKING PROCEDURE :

- 4.1 To enable POWERGRID to discharge its obligations in a smooth and efficient manner, DTL shall issue necessary authorization in favour of POWERGRID to act on behalf of Owner for the scope of services under this MOU. The Owner shall also provide all other necessary documents required for this purpose including concessional sales-tax declaration forms or any other applicable forms duly filled in and signed. DTL shall issue concessional sales tax forms in the name of contractor.

All the invoices shall be raised by the Contractors in the name of DTL acting through POWERGRID. Road Permits as may be required shall be issued by DTL.

The recovery of TDS under CST/ VAI/ WCI/ Income Tax Act and any other Acts or Government regulation related to this work shall be done by POWERGRID on behalf of DTL from the Contractor's Bills. TDS so deducted by POWERGRID on behalf of DTL shall be deposited with the relevant tax authorities by using PAN, TIN & TAN of DTL. Copies of chalan will be forwarded to DTL for filing returns and necessary TDS certificates will be issued by POWERGRID after getting necessary acknowledgement number and identification number in this regard from DTL.

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Wherever the returns are to be filed electronically, DTL will file tax returns and issue necessary TDS certificates directly under intimation to POWERGRID within statutory period.

- 4.2 DTL shall also ensure prompt release of funds to POWERGRID to enable unhindered progress of work as per this MOU.
- 4.3 To ensure proper co-ordination between POWERGRID and DTL for carrying out the works under the scope of this MOU, both DTL and POWERGRID shall respectively nominate their "Project Coordinator" & "Project Manager", who shall be the focal point for all matters relating to this MOU.
- 4.4 Bid Securities & Advance Guarantees shall be in favour of POWERGRID, whereas CPG will be in favour of DTL with appropriate provision to facilitate its invocation by POWERGRID.
- 4.5 Due to complexity involved in maintaining the Fibre Optic based Communication Equipment, it is standard practice of POWERGRID to invite and evaluate bids for their AMC (during as well as after warranty). Offers for AMC for FO-based Communication equipment shall be obtained along with the offer for FO-based communication equipment. The bids shall be evaluated including the cost of AMC. POWERGRID shall issue NOA including AMC portion. DTL shall sign the AMC and pay for the same from their own resources and necessary guarantees shall be in favour of DTL. AMC shall commence after successful commissioning, i.e. Site Acceptance Testing (SAT). POWERGRID shall not be entitled for consultancy charges on AMC amount.
- 4.6 For carrying out various activities not covered above, a working procedure shall be separately agreed between POWERGRID and DTL, as the need may arise.

5.0 RELEASE OF FUNDS:

- 5.1 To facilitate smooth execution of work and to complete the work within time schedule, DTL shall take appropriate actions so that the required funds are released to POWERGRID as per clause no. 10.0 of this MOU. DTL shall be responsible for the liability arising out of delay in release of funds required for work.
- 5.2 POWERGRID shall commence activities under this MOU immediately after signing of MOU and receipt of first installment payment, whichever is later. However, the first installment of payment shall be released by DTL as indicated in clause 10.0(a) below.
- 5.3 It is clearly understood by the parties that funding of the Project and Consultancy Fee along with applicable Taxes & Duties is the responsibility of DTL. POWERGRID shall not finance any portion of the Project at any time during the implementation of the Project.

AT 16/11/14

[Signature]
28/11/14

6.0 **AWARD OF CONTRACT (METHODOLOGY) :**

- 6.1 The contract shall be awarded by POWERGRID on behalf of DTL in line with the "Works & Procurement Policy and Procedure (WPPP)" of POWERGRID.
- 6.2 POWERGRID reserves the right to appoint any contractor for any specific job to ensure timely commissioning of the Project.

7.0 **PROJECT COST:**

- 7.1 The work shall be implemented by POWERGRID on behalf of DTL as deposit work on "Cost Plus Basis".
- 7.2 The Project Cost shall be the cost of all materials/ services as paid to the contractor, statutory authorities for various clearances or any other person or agency as may be required for implementing this Project plus all the applicable taxes & Duties.
- 7.3 The Project Cost is estimated as **Rs 828 Crores including** the Consultancy Fee payable to POWERGRID & applicable Service Tax on Consultancy Fee.
(*includes consultancy fees @ 12% as originally envisaged which is now reduced to 10%. Therefore, project cost excluding initial Consultancy Fee & applicable Service Tax on Consultancy Fee comes Rs. 729.62 Crore)
- 7.4 Any addition/modification/augmentation/deletion required during implementation of Project and agreed mutually between DTL and POWERGRID shall form part of the scope of work and accordingly estimates of Project Cost & Consultancy Fee shall be revised by POWERGRID for payments by DTL.
- 7.5 The above cost is for estimation purpose only to meet administrative requirements to move forward. However, depending upon site/ market conditions or for any other reason, the cost of the Project may undergo change during the execution of the Project. As such, the final executed cost of the Project will be certified by POWERGRID based on the actual works executed.
- 7.6 The actual Project Cost (including applicable taxes & duties) and resultant consultancy fee (including taxes & duties) shall be arrived at by POWERGRID after the completion of the Project and accounts (including TDS certificate) shall be accordingly reconciled.

8.0 **CONSULTANCY FEE:**

The Consultancy Fee payable to POWERGRID for its scope of services as brought out in this MOU shall be 10% of the actual executed Project Cost. Based on presently estimated Project Cost as per DTL estimates, the Consultancy Fee payable to POWERGRID is estimated as **Rs. 72.962 Crore**.

9.0 **TAXES AND DUTIES:**

The aforementioned Consultancy Fee does not include any taxes & duties. At present, the Service Tax @ 12.36 % (including Education Cess @ 3%) is applicable on Consultancy Fee.

Amish

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

10.0 FUND RELEASE & TERMS OF PAYMENT OF CONSULTANCY FEE:

The funds towards meeting Project Cost & the consultancy fee shall be released by DTL to POWERGRID, as follows :

- a) 5% of the estimated cost of the Project along with corresponding Consultancy Fee and applicable Service Tax on Consultancy Fee shall be paid within 15 days of signing of the MOU.
- b) 15 % of the estimated cost of the Project along with corresponding Consultancy Fee and applicable Service Tax on Consultancy Fee shall be paid on placement of first award by POWERGRID. However, the advance paid by DTL shall be deposited by POWERGRID in a separate bank account and the interest on the funds in the said account shall be to the credit of Delhi Transco Limited only.
- c) 70% of the estimated/ awarded cost of the Project along with corresponding Consultancy Fee shall be payable quarterly in advance corresponding to the quarterly cash flow requirement submitted by POWERGRID. However, the advance paid by DTL shall be deposited by POWERGRID in a separate bank account and the interest on the funds in the said account shall be to the credit of Delhi Transco Limited only.
- d) Balance 10% of the Project Cost and corresponding Consultancy Fee along with applicable service tax on Consultancy Fee shall be released progressively upon taking over of elements by DTL.
- e) Payments arising due to adjustment on account of variation between estimated Project Cost & anticipated Project Cost, as per the periodic updation, primarily associated with the amendments to the Contracts, shall be made together with Consultancy Fee & applicable taxes & duties within 15 days of submission of invoice by POWERGRID.
- f) All payments shall be made by DTL within 15 days of raising of invoices by POWERGRID.
- g) No Bank Guarantee shall be furnished by POWERGRID for receiving the payments under this MOU.
- h) At no stage, POWERGRID shall use its own funds for execution of this Project.
- i) Any delay in execution of the Project on account of non-availability of funds and/ or services to be provided by DTL shall not be attributable to POWERGRID and the period of implementation shall be deemed to have been extended consequent to & commensurate with such delays.

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The NIT cost estimates shall be prepared based on detailed scope of work agreed between POWERGRID and DTL and the estimation shall be based on Schedule of Rates (SOR) of POWERGRID for items available in SOR and for other items as per the basis and procedures as may be adopted by POWERGRID and POWERGRID shall inform NIT cost estimate to Delhi Transco Limited.

11.0 TIME SCHEDULE:

11.1 Subject to DTL fulfilling its obligations, the entire Project shall be completed within 24 months from the date of signing of MOU or receipt of 1st installment payment, whichever is later. The completion schedule for various elements shall be as under :

Sl. No.	Name of Element	Best Effort Schedule	Completion Schedule
PHASE-I			
1	Replacement of ACSR Zebra with HTLS Conductor on Bannauli-Naraina 220 kV D/C Line		May'15
2	Replacement of ACSR Zebra with HTLS Conductor on Sarita Vihar-Pragati-IP Power Station 220 kV D/C Line		May'15
3	LILO of 220kV D/C Bannauli-Naraina line at Pappankalan-III (Over Head)		Mar'16
4	220 KV D/C Kashmiri Gate-Rajghat (Over Head) Tr line		Mar'16
5	LILO of 220kV D/C Geeta Colony-Palparganj (Over Head) line at Rajghat		Mar'16
6	220 KV S/C Park Street -Electric Lane-Rajghat-Part Street (Underground+Overhead) line	Mar'16	May'16
7	220 KV D/C Lodhi Road-Rajghat (Underground-Overhead) line	Mar'16	May'16
8	220 KV D/C Masjid Moth-Okhla (Underground) Line	Mar'16	May'16
9	220/33 KV GIS at Rajghat	Mar'16	May'16
10	220/66 KV Substation at Papakalan-III		Feb'16
11	220/33 KV GIS at Preet Vihar		Mar'16
PHASE-II			
12	LILO of 220kV D/C BTPS-Mahrauli Line at Tuglakabad	Mar'16	July'16
13	220 KV D/C Tuglakabad-Okhla (OverHead) Line	Mar'16	July'16
14	LILO of 220kV D/C Wazirpur-Peera Garhi at Karampura (Underground)	Mar'16	Jul'16
15	220/66 KV GIS at Tuglakabad*	Mar'16	Jul'16
16	220/33 KV GIS at Karampura*	Mar'16	Jul'16
17	220 KV D/C Karampura-Budella (Overhead) Line	July'16	Nov'16
18	220 KV D/C Karampura-Subzi Mandi Line (Underground-Overhead)	July'16	Nov'16
19	220kV Karampura-Rohtak Road D/C (Underground) Cable	July'16	Nov'16

*Subject to availability of land within next 3 months.

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11.2 Any delay in fulfillment of its obligation by DTL will affect the completion schedule and therefore completion schedule shall be deemed to have been automatically extended to cover such delay as may occur.

11.3 If by reason of extra or additional work or any industrial dispute or any cause or causes outside of and beyond the reasonable control of POWERGRID and its contractor(s), the work is delayed or impeded, the delayed period shall be construed as automatic time extension. In case of any industrial dispute or any cause or causes outside of and beyond the reasonable control of POWERGRID and its contractor(s), the Project is delayed or impeded, POWERGRID shall bring it to the notice of DTL to this effect within 30 days from cause of action occurred.

11.4 The completion period is indicated in good faith and is subject to fulfillment of obligation on part of DTL and POWERGRID.

11.5 POWERGRID shall submit a detailed Project implementation schedule and the same shall be adhered to.

12.0 PROGRESS REVIEW :

12.1 Joint Co-ordination Committee(JCC): DTL and POWERGRID shall nominate their representatives in a body called JCC to review the Project. POWERGRID shall specify monthly milestones or targets, which shall be reviewed jointly by JCC through a formal monthly review meeting. JCC shall be headed by Managing Director, DTL. This meeting forum shall be called as Joint Co-ordination Committee Meeting (JCCM) and the POWERGRID shall keep a record of every meeting.

A monthly progress report covering physical/financial progress & highlighting physical & financial exceptions/ constraints shall be prepared by POWERGRID & shall form the basis of such JCCM.

12.2 Contractor's Review Meeting(CRM): Periodic Review Meeting will be held by officials of POWERGRID with Contractors at field offices, RIHQ (NR-1) & Corporate Office, as per the requirement. These shall be called "Contractor's Review Meeting" (CRM). POWERGRID shall keep a record of all CRMs, which shall be shared with all concerned and with DTL.

12.3 As and when required, a review may be held among Department of Power, GNCTD, DTL and POWERGRID primarily to maintain oversight at the top level and also to debottleneck issues that require intervention at GNCTD level. DTL & POWERGRID shall attend the meeting along with all the details. Minutes of the meeting shall be prepared by POWERGRID and shared with all the concerned.

13.0 FACILITIES/ INFORMATION TO BE PROVIDED BY OWNER:

13.1 All necessary information/data and facilities as may be required by POWERGRID in connection with services shall be promptly made available/ rendered by DTL.

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13.2 DTL shall give their views on all matters pertaining to this Project as may be referred to by POWERGRID from time to time within a reasonable time which would normally not exceed fifteen (15) days and shall discharge faithfully all its obligations.

14.0 FORCE MAJEURE:

14.1 Force Majeure is hereby defined as any cause, which is beyond the control of POWERGRID or its Contractor(s) or DTL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the said work including, but not limited to the followings:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes, epidemics etc.,
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes etc.,
- c) Hostilities, revolutions, riots, civil commotions, strike, terrorism including in the premises of the Contractors.

14.2 POWERGRID or DTL shall not be liable for any delays in performing its obligation resulting from Force Majeure causes as referred to and/ or defined herein above. The date of completion will be extended by corresponding period equal to the period of Force Majeure if the situation so warrants and by such period to be mutually agreed to by the Parties. Should one or more Parties be prevented from fulfilling their obligations by state of Force Majeure lasting for a period of two months, the concerned Parties shall consult each other and decide as to further course of action.

15.0 TAKING OVER :

POWERGRID shall intimate DTL as soon as the elements of the Project are progressively commissioned (except in such respects that do not affect their use and/ or cause any serious risks) and DTL shall issue to POWERGRID Site-in-Charge, a certificate (herein called the Taking Over Certificate) in which they shall certify the date on which the works have been completed and passed commissioning tests, if any.

Issues, which do not come in the way of beneficial use of the elements of the Project, shall not constitute the reason for not taking it over. In case Taking Over certificate is not issued upon progressive commissioning of the Project, it shall be deemed to have been taken over on expiry of 30 days from the date of intimation by POWERGRID. However, immediately upon commissioning of the elements of the Project, the Operation & Maintenance of the same shall become the responsibility of the Owner.

The dismantled/ scrap materials, if any, shall be retained/ disposed off by the Contractors and therefore Contractors shall quote their prices considering the credit on account of dismantled/ scrap materials. Suitable provisions in the bidding documents shall be made by POWERGRID.

POWERGRID

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16.0 TERMINATION OF MOU :

- 16.1 In the event when the Parties mutually agree to terminate the MOU, on account of Force Majeure, the termination shall take effect from the date and time to be agreed upon mutually.
- 16.2 In the event of termination of this MOU as per Clause No.14.1 above, expenditures towards Project Cost & Consultancy fee thereof shall be paid proportionately to POWERGRID for such of those items of work, which have been completed/ partially completed and mutually agreed.

17.0 SETTLEMENT OF DISPUTE & ARBITRATION:

- 17.1 This MOU shall be governed by and construed in accordance with the laws of India. Any dispute or difference arising out of this MOU shall be amicably settled between the Parties.
- 17.2 In case of non-settlement of dispute or difference, the matter shall be within 30 days referred to arbitrator as provided in Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises, vide Office Memorandum No. 4(1)/2011-DPE(PMA)-GL dated 12.th June'13 to be read with Office Memorandum No-4(1)/2011-DPE(PMA) dated 24.03.2014 and its subsequent amendments thereof.
- 17.3 The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 17.4 The venue of Arbitration shall be at New Delhi.
- 17.5 This MOU shall be subject to the jurisdiction of the court at New Delhi.

18.0 THIRD PARTY DISPUTE :

If any litigation/ arbitration cases crop up during the process of placement of contract order or thereafter by POWERGRID on behalf of DTL, POWERGRID shall resolve the same on behalf of DTL. DTL shall provide necessary details, if required. The cost of such litigation/ arbitration and liability arising out of the award thereof, if any, shall be borne by DTL.

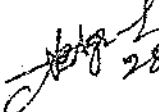
19.0 DELAY IN COMPLETION :

POWERGRID shall suitably incorporate the provisions towards levy of Liquidated Damages in their Agreements with Contractor(s) for delay in completion of the Project. All amounts towards Liquidated Damages, if any, as may be received by POWERGRID under this provision, shall be suitably adjusted in the Project Cost.

20.0 PERFORMANCE GUARANTEE :

POWERGRID shall suitably incorporate the provision of Guarantee Clause in their Contract Agreements with Contractor(s) valid for a period of 60 calendar months

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commencing immediately after commissioning of the Project, which will be enforceable by the Owner.

21.0 AMENDMENT:

This MOU may be amended or modified if necessary by a written instrument signed by the Parties and the same shall be considered as an integral part of this MOU.

22.0 EFFECTIVE DATE:

This MOU shall be deemed to have come into force with effect from the date of signing of MOU, in case the first installment payment is released within 30 days of submission of invoice by POWERGRID failing which from the date of receipt of first installment payment. All rights, obligations and responsibilities of Owner and POWERGRID shall be deemed to have commenced and accrued from the above date.

23.0 NOTICE OF DEFAULT :

Notice of default given by either Party to the other Party under this MOU shall be in writing within 30 days and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement due, addressed to the signatories to this MOU.

24.0 CORRESPONDENCE :

24.1 All communications from DTL to POWERGRID shall be addressed to the Project Manager to be nominated by POWERGRID in writing for the purpose of this Project.


24.2 All communication from POWERGRID to DTL shall be addressed to the Project Coordinator nominated by DTL in writing for the purpose of this Project.

IN WITNESS WHEREOF the Parties hereto have fully executed these present through their duly authorized representatives on the Day, Month and Year mentioned above.

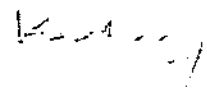
For and on behalf of
**Power Grid Corporation
of India Limited**

For and on behalf of
Delhi Transco Limited

WITNESS :

1. 
(SEE FOR (KAT PLY))
MANAGER (BDD)
POWER GRID CORP OF INDIA LTD.

WITNESS
DELHI TRANSCO LIMITED
Phase 2, Connaught Place
New Delhi - 110028

WITNESS: 
K. M. LAL
DGM. (T) Planning
Delhi Transco Ltd.



दिल्ली ट्रांसको लिमिटेड
(दिल्ली सरकार का उपक्रम)
DELHI TRANSCO LIMITED
(A Govt. of NCT of Delhi Undertaking)

Corporate Identification Number (CIN) - U40103DL2001SGC111529

No. L.DTL/204/M(T)Services/2014-15/Oprns.C&MM/1152
पंजीकृत: 4800604118 /

Page 1 of 2
Dated: 11.11.2014

M/s. Power grid Corporation of India Ltd.
Saudamini ,Plot No: 2 Sec-29,
Near IFFCO Chowk,
Gurgaon (HAR)-122001

Kind Attention: Deepak Raj Tuls, Manager(BDD)

Subject:- Consultancy services to DTL for review of design of 220kV Narrow Base Tower Type-A (D/C) considering wind Zone-5.

Reference: CC:BDD:DTL dt. 08.10.2014

Dear Sir/Madam,

Kindly refer to your offer under reference, submitted against DTL letter dt. 18.09.2014. for the subjected work, the undersigned is directed to place an order on you as per given rate and terms & conditions :-

S. No.	Description of Items	Amount in Rs. (in figures)	Amount in Rs. (in words)
1	Consultancy Fee for review of Design of 220kV Narrow Base Tower-A (D/C) considering wind zone-5 as per IS-802(1995)	4,80,000.00	Four Lacs Eighty thousands Only.
	S. Tax @ 12.36 %	59,328.00	
	Total Amount	5,39,328.00	Five Lacs thirty Nine Thousands three hundred twenty eight only



Office: Manager(T)Services, Room No. 122, 1st Floor, Pre-fabricated Building, Rajghat Power House, New Delhi - 110002 (Pl. 011-23275399), email : dtl.managerservices@gmail.com
पंजीकृत कार्यालय: शक्ति सदन, कोटला मार्ग, नई दिल्ली - 110002
Regd. office : Shakti Sadan, Kotla Road, New Delhi - 110 002
Visit us at www.delhitransco.gov.in

Terms and Conditions

Scope of Work: The scope of work shall include review/ checking of existing design of 220KV narrow base tower type-A of DTL as per IS-802(1995) considering wind zone 5 for strengthening of existing 220KV narrow base tower (D/C).

DTL has to provide structural drawing, bill of Material (BOM)sag –tension calculation and tower spotting data to strengthen 220 KV tower. After review / checking by POWERGRID, the list of revised angle sections along with no. of bolts required shall be communicated to DTL.

For tower strengthening, deliverable shall be in the form of single line diagram / write up only. However, the revised structural drawing, shop drawings and BOMs shall have to be got prepared by DTL through their fabricator of towers. The checking of these revised structural drawing, shop drawings and BOMs shall be done by POWREGRID.

The scope of this consultancy work does not include the development of new structural drawings, shop drawings, BOMs and proto inspection of the strengthened tower to be done proposed by POWERGRID. Scope also does not cover revised design of foundation. However, foundation loads shall be provided to DTL.

POWERGRID proposed strengthening (if any) for 220 KV narrow base tower type-A shall be used by DTL in their own lines only.”

Completion Schedule: The completion schedule shall be 30 days from the date of acceptance of offer or receipt of 100 % advance payment or receipt of relevant data from DTL, whichever is later.

Terms of Payment: 100% advance payment along with corresponding applicable taxes and duties on acceptance of Purchase Order.

Others: Please contact Sh . Loveleen Singh, DGM (OS & Lines)-9999533659, Room No. 10, First floor, 220kV S/stn Building ,COD (Ring Road), Naraina, NewDelhi-110010, for further execution of the subjected work.

Kindly convey your acceptance within 07 days from the receipt of the PO, otherwise specified terms & condition of the PO will be binding upon you.

-Sd/-
(Suresh Nimwal)
DGM(T), M&S

Copy to:-

GM (C&MM)	:For kind information please.
GM (O&M) -- I	: For kind information please.
DGM(T) to Dir(O)	: For Information Please.
DGM (OS& Lines)	: The work order is placed as per approval of C/A i.e. MD, DTL against your proposal on the basis of submitted offer by PGCIL on single tender basis.
Manager (T), Services	: For follow-up
Office Copy	: For record in case file.

20/11/2011
DGM(T), M&S



दिल्ली ट्रांसको लिमिटेड
(दिल्ली सरकार का उपक्रम)
DELHI TRANSCO LIMITED
(A Govt. of NCT of Delhi Undertaking)
CIN-U40103DL2001SGC111529

21/05/2015
22/05/2015

Page 1 of 1

No. L.DTL/204/M(T)Services/2015-16/4200000018/Oprns.C&MM/10

Date : 22.05.2015

M/s. POWER GRID CORPORATION OF INDIA LTD.
Saudamini, Plot No. 2,
Sector-29, Gurgaon-122001, Haryana.

Sub: Review of Design of DTL's 220kV Narrow Base Tower Type-"B" & "C" (D/C).

Reference No.: Offer No. CC:BDD:DTL Dated:19.01.2015.

Dear Sir/Madam,

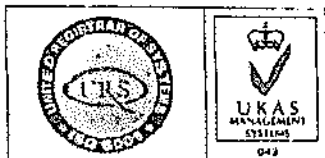
In view of above reference, I am directed to place an order to your firm for the subjected work, as the unit rates and terms & conditions given as under:

S. No.	Description of work	Qty.	Unit	Unit Rate with tax (in Rs.)	Amount with tax (in Rs.)
1	Review of Design of 220KV Tower	1	AU	1,000,000.00	1,000,000.00
	Total (in Rs.)				10,00,000.00
	Services tax @ 12.36%				1,23,600.00
	Grand Total (in Rs.) Inclusive of all taxes & duties				11,23,600.00
	(Rupees Eleven Lac Twenty Three Thousand Six Hundred only)				

Terms And Conditions:

Scope of Work:

- ✓ The scope of work include review/checking of existing design of 220kV Narrow base tower type B&C along with extensions upto plus 14 meters of DTL as per IS : 802(1995) considering wind zone-5 for strengthening existing 220kV Narrow base tower (D/C).
- ✓ DTL will provide structural drawing, bill of material (BOM), sag tension calculation and tower sporting data to strengthening 220 kV tower.
- ✓ After review of checking by power grid the list of revised angle sections along with numbers of bolts required shall be communicated to DTL.



Office: Manager(T)Services, Room No. 122, 1st Floor, Pre-fabricated Building, Rajghat Power House, New Delhi - 110002 (Ph. 011-23275399), email : dtl.managerservices@gmail.com
पंजीकृत कार्यालय: शक्ति सदन, कोटला मार्ग, नई दिल्ली - 110002
Regd office : Shakti Sadan, Kotla Road, New Delhi - 110 002
Visit us at www.delhitransco.gov.in

- ✓ Power grid will provide single line diagram/write-up only for tower strengthening only.
- ✓ However, the revised structural drawing, shop drawing and BOMs shall have to be got prepared by DTL through their fabricator of towers and only checking of those will be done by Power Grid.
- ✓ The scope does not cover revised design of foundation development of the new structural drawings, shop drawings, BOMs and proto inspection of the strengthened tower to be proposed Power Grid. However, foundation loads shall be provided by DTL.

Security: Waived-off.

Price: Prices are firm.

Payment Terms: 100% advance payment shall be made through ECS as per DTL norms. Bill will be submitted in triplet form in the office of Manager(T) 220kV Lines, Behind COD Bus Stand, Ring Road Naraina, Delhi-Cantt-110010.

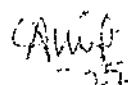
Taxes & duties: Applicable taxes & duties will be paid actual at the time of billing.

Time Schedule: The work will be completed in 60 days from date of acceptance of offer or receipt of 100% advance payment or receipt of relevant data from DTL whichever is later.

Others: Please acknowledge the receipt of P.O. and convey your acceptance to the terms and conditions of purchase order within 07 days of the date of issue of the P.O.

Thanking you.

With regard


(Amit Singh)
Manager (T) Services

Information under RTI Act by Shri S.P.Sonwal, D-II/287, Vinay Marg, Chanakyapuri, New Delhi

Reply VI

The name of Sh. Sanjeev Singh along with two other senior executives was forwarded to Ministry of Power in response to their communication dated 17.06.2014.

Reply VII

As per POWERGRID Service Rules, "An employee shall be liable to be transferred on deputation/foreign service to any Department of the Government or any of the Public Sector Undertaking anywhere in India or abroad at the discretion of the Management subject to the condition that the terms and conditions in the totality on such transfer shall not be inferior to those applicable to him in the Corporation immediately prior to the transfer."

Reply VIII

In a special leave petition between Shri Girish Ramachandra Deshpande Vs CIC & others of the year 2012, Hon'ble Supreme Court of India held that Return of assets and liabilities are personal information and stand exempted from disclosure under clause (j) of Section 8 (1) of the RTI Act, unless involves a large public interest. The disclosure of such would cause unwarranted invasion of the privacy of the individual under section 8 (1) (j) of the RTI Act. Hence, the required information is exempted from disclosure.

As per records, there is no dependent for whom Shri Sanjeev Singh is claiming medical facility reimbursement as on date

Sl. No. IX

Please provide details of Rules/guidelines providing for retention of PGCIL accommodation by such PGCIL employees who are on deputation, duration period of such retention, charges payable for such retention etc.

Reply

Shri Sanjeev Singh has not retained any accommodation in POWERGRID.