



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



C/CP/RTI/2016/107

Date: 28th June, 2016

Shri Shiv Shankar
K-17, Second Floor
Jangpura Extension
New Delhi-110014

Sub: Information under Right to Information Act, 2005 (Application No. 107 dated 24.05.2016.)

Dear Mr. Shankar,

This has reference to your RTI request dated 24th May, 2016 (received on 6th June, 2016) seeking information under RTI Act, 2005.

The information sought is attached at **Annex-I**.

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,

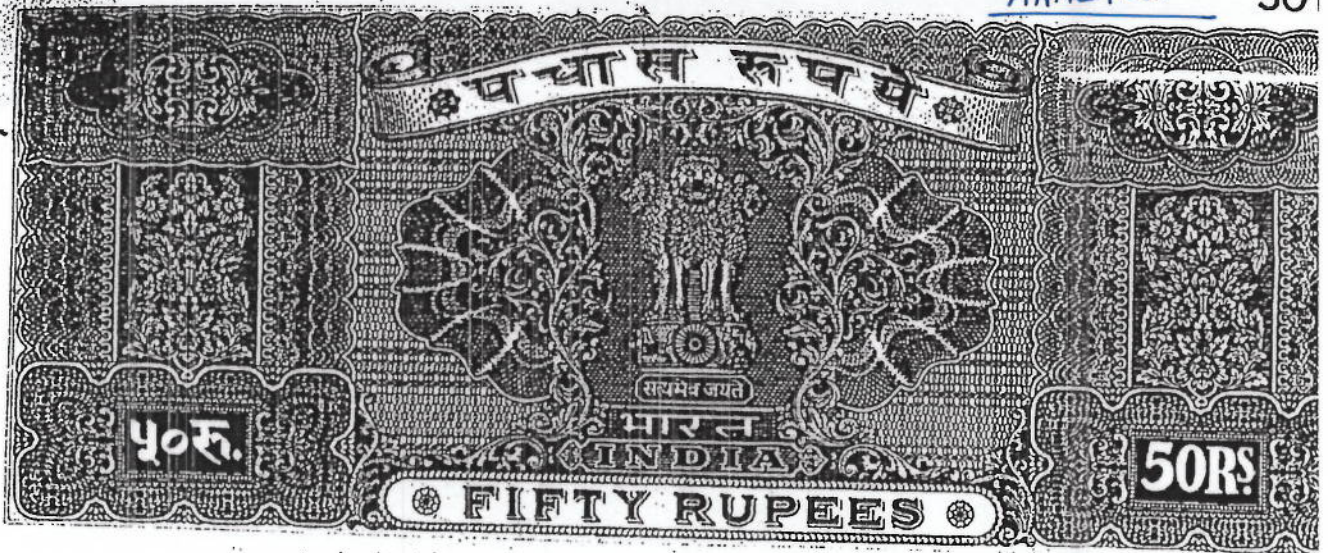
सतीश
24/6/16

(सतीश कुमार जे.)

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

Phone No. 0124-2822746

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



AGREEMENT

BETWEEN

NATIONAL HYDROELECTRIC POWER CORPORATION LTD.

AND

POWER GRID CORPORATION OF INDIA LTD.

THIS AGREEMENT entered into on the 22nd day of July Two Thousand Five (22.07.2005) between National Hydroelectric Power Corporation Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), a generating company involved in establishment, operation and maintenance of the generating station under Electricity Act 2003 (hereinafter called "NHPC" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part and Power Grid Corporation of India Ltd., a Company incorporated under the Companies Act, 1956 having its Registered office at B-9, Qutab Institutional Area, Katwaria Sarai, NEW DELHI-110 016 a transmission company and CTU involved in establishment, operation and maintenance of the transmission system under Electricity Act 2003 (hereinafter called "POWERGRID" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

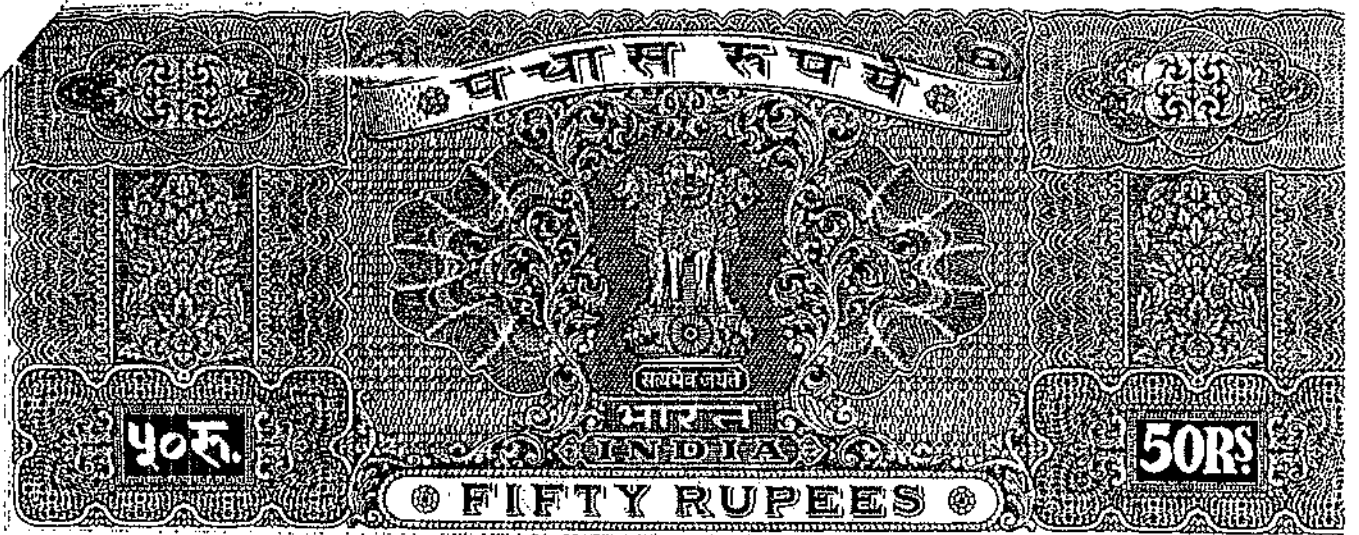
PREAMBLE

WHEREAS NHPC has been established by Govt. of India with an objective to establish, own, operate and maintain hydro-electric power stations and NHPC is desirous to establish various Hydro-electric stations to be owned and operated by it (hereinafter called as generating units) as detailed in the Annexure to be annexed here to in terms of clause 1(a) below forming integral part of the Agreement

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- 1 -

[Handwritten signature]



AND WHEREAS the power from various hydro-electric power stations to be established by NHPC needs to be evacuated to different regions of the country through the Associated Transmission System ATS..

AND WHEREAS POWERGRID is responsible for setting up associated transmission system (hereinafter called as "ATS" as detailed in the Annexure to be annexed forming integral part of the Agreement) for evacuation of power from the above projects in integration with the existing transmission system. The ATS shall be inter-alia used by POWERGRID to evacuate power from concerned generating units. The ATS will be used by POWERGRID to evacuate power from concerned NHPC power stations as a first right. The utilization of ATS shall be governed by the Electricity Act 2003.

AND WHEREAS both NHPC and POWERGRID are desirous to match the commissioning schedule of the generating units vis-a-vis the associated transmission system.

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:

1. SCHEDULE OF COMMISSIONING

- a) The Schedule of Commissioning of generating units alongwith the ATS (the zero date from which the indemnification mechanism shall be applicable) shall be worked out for each generating units vis a vis ATS and mutually agreed in the Quarterly Director level coordination meeting between POWERGRID and NHPC within 3 months of investment approval which will form an integral part of this Agreement. The above schedule for the generating units and the ATS shall be regularly reviewed in the Quarterly Director level coordination meeting between NHPC and POWERGRID.

- b) A Co-ordination Committee Consisting of 2 (two) officials of NHPC and 2 (two) officials of POWERGRID shall be constituted within 2 weeks of signing of this Agreement, which shall regularly monitor the progress of the system on quarterly basis.

2. INDEMNIFICATION

- a) In the event of delay in commissioning of generating units vis a vis ATS the defaulting party shall pay the Interest During Construction (IDC) including Foreign Exchange Rate Variation (FERV) and Govt. Guarantee fee if any for generating units and ATS calculated as lower of the two, up to a period of six months from the zero date. However, the defaulting party shall pay the indemnification claim only in case of revenue loss or part thereof suffered by the other party due to delay in commissioning by the defaulting party.
- b) Either party who was ready to commission and have notified the other party, shall obtain a certificate from Statutory Auditors at the end of financial year certifying the amount of IDC from zero date to actual date of commissioning or six months IDC whichever is less.

3. BILLING AND PAYMENT

- a) The quantum of IDC including FERV and Govt. Guarantee fee if any payable shall be worked out based on the audited expenditure of the commissioned Generating units or ATS as the case may be.
- b) Either party shall present a bill for the amount of IDC including FERV and Govt. Guarantee fee if any to the other party, at the end of the indemnification period. The amount of IDC including FERV and Govt. Guarantee fee if any will be paid within 10 days of presentation of bills by either party to the other party.

4. LIMITATION OF PAYMENT

No claim other than IDC including FERV and Govt. Guarantee fee if any referred to above i.e. any indirect loss due to delay in commissioning Generating Unit/ATS shall be payable by either party to other party.

5. SURCHARGE

In case payment is made after the due date by either party, the surcharge @ 15% per annum shall be charged on the amounts remaining unpaid after the said date in proportion to the number of days of delay after the said date.

R. S. G. S. S.

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6. ARBITRATION

- 6.1 All differences and/or disputes between the parties arising out of or in connection with these presents shall at the first instance be settled through amicable settlement at the level of Chief Executive.
- 6.2 In the event of unresolved disputes/differences, the same shall be settled through Arbitration as per provision contained in Govt. of India, Ministry of Industry Office Memorandum No. DPE/4/2001-PMA-GLI dated 22/1/04. The relevant provision reads as under:-
- "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration to one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator."
- 6.3 The Arbitrator with the consent of the parties may enlarge the time, from time to time, to make and publish the award. The Arbitrator shall give reasoned and speaking award. The venue of the Arbitration shall be New Delhi. The Courts of Delhi shall have exclusive jurisdiction.
- 6.4 Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

7. FORCE MAJEURE

No party shall be liable for any claim for the default or delay due to force majeure event such as riot/strike (other than among the employees

(Signature)

(Signature)

of POWERGRID/NHPC), lock-out, Civil commotion (to the extent not insurable), war(whether declared or not), invasion, Act of foreign enemies, hostilities, civil war, rebellion, mutiny, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, forces of nature, accident, acts of God such as earthquake(having magnitude more than the design coefficient), lightening, unprecedented floods, geological surprises and other such causes over which POWERGRID/NHPC has no control. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other parties to this effect.

8. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be deemed to have come into force with effect from the date of signing of this Agreement for all purposes and intent shall remain operative till the settlement of claim of either side under the Agreement.

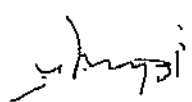
9. NOTICE

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Post with an acknowledgement due to other party (ies) as per authorization by the parties.

The authorities who shall issue/ receive notices etc. in connection with this agreement are detailed below:

For NHPC
Director(Projects)
National Hydroelectric Power Corporation Ltd.
NHPC Office Complex
Sector-33, Faridabad- 121 003 (Haryana)

For POWERGRID
Director(Projects)
Power Grid Corporation of India Ltd
"Saudamini", Plot no. 2,
Sector - 29, Gurgaon (Haryana) - 122 001.



10. GENERAL

In case NHPC/ POWERGRID is wound up or its generation/transmission activity is taken over by other organisation(s)/ Agency(ies), the successor organisation(s)/ Agency(ies) shall adopt this Agreement mutatis mutandis.

11. GOVERNING LAWS AND JURISDICTION

The agreement shall be governed by Indian Laws and Rules framed there under. The courts at of Delhi shall have exclusive jurisdiction.

IN WITNESS WHEREOF the parties have executed these presents to their Authorised Representatives at FARIDABAD, on the day, month and year mentioned above.

WITNESS

FOR AND ON BEHALF OF

NATIONAL HYDROELECTRIC POWER CORPORATION LTD.

Signature.....

Signature.....

Name ... ATUL KUMAR

Name ... R. N. MISRA

Designation Chief Engineer (Pg)

Designation General Manager (Planning)

अतुल कुमार/ATUL KUMAR
मुख्य अभियन्ता (सिविल)/Chief Engineer (Civil)
एन.एच.पी.सी. लि./N.H.P.C. Ltd.
एन.एच.पी.सी. ऑफिस कॉम्प्लेक्स/N.H.P.C. Office Complex
प्लॉट-33, फरीदाबाद-121003/Sec. 33, Faridabad-121003
हरियाणा/HARYANA


र. न. मिश्रा / R. N. MISRA
प्रशासक (योजना) / General Manager (Planning)
एन.एच.पी.सी. लि. / N.H.P.C. Ltd.
सेक्टर-33 / Sector-33,
फरीदाबाद/Faridabad-121003

WITNESS

FOR AND ON BEHALF OF

POWER GRID CORPORATION OF INDIA LTD.

Signature.....

Signature.....

Name ... PRASHANT SHARMA

Name ... P. C. Panhraj

Designation DGM (COMMERCIAL)

Designation Addl. General Manager

प्रशांत शर्मा
PRASHANT SHARMA
अप महाप्रबंधक (वाणिज्यिक)/Dy. General Manager (Comm.)
पावर ग्रिड कारपोरेशन ऑफ इंडिया लि०
Power Grid Corporation of India Ltd.
प्लॉट सं०-2, सेक्टर-29, गुरुगॉंव-122 001, हरियाणा,
Plot No.-2, Sector-29, Gurgaon-122 001, HARYANA.

पी० सी० पंकज
अपर महा प्रबंधक (वाणिज्यिक)
पावर ग्रिड कारपोरेशन ऑफ इंडिया लि०
(भारत सरकार का सदस्य)
प्लॉट सं०-2, सेक्टर-29, गुरुगॉंव-122 001, हरियाणा.

FORMAT

ANNEXURE-I TO INDEMNIFICATION AGREEMENT DTD. _____
BETWEEN
NHPC AND POWER GRID CORPORATION

UNIT-WISE COMMISSIONING SCHEDULE OF PROJECTS

Unit No. 1 -
Unit No. 2 -
Unit No. 3 -

COMMISSIONING SCHEDULE OF ASSOCIATED TRANSMISSION LINE:

NOTE: FOR THE PURPOSE OF INDEMNIFICATION THE ZERO DATE WOULD BE

4 Aug 31

(Signature)

ANNEXURE TO INDEMNIFICATION AGREEMENT DATED 22.07.05
BETWEEN
NHPC AND POWERGRID CORPORATION OF INDIA LTD.

Schedule Agreed for the purpose of Indemnification

PROJECT : Uri-II, (4*60 MW)

- 1 Unit wise Commissioning Schedule of power project

Generating Unit No. 1	-	July '10
Generating Unit No. 2	-	Sept '10
Generating Unit No. 3	-	Nov '10
Generating Unit No.4	-	Dec '10
- 2 Commissioning Schedule of Associated Transmission System (ATS) - April 2011

List of Associated Transmission System

 1. Uri-I - Uri-II:400kV S/C line
 2. Uri-II - Wagoora'400kV S/C line
- 3 For the purpose of Indemnification, the zero date would be - 01.05.2011

Seelan

8.5.07

वी० के० जीन
कार्यपालक निदेशक
गुणवत्ता आश्वासन एवम् निरीक्षण
देशान्तल हायड्रोइलेक्ट्रिक पावर कॉर्पोरेशन
रीक्टर-33, फरीदाबाद-121 003

P. C. Pankaj

3.5.2007

पी.सी. पंकज / P.C. PANKAJ
प्रबन्धक (व्यवसायिक) / General Manager (Comml.)
पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लि.
Power Grid Corporation of India Ltd.
प्लॉट सं०-२, सेक्टर-२९, गुरुगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon-122 001 (Haryana)

पावरग्रिड और एन.एच.पी.सी के साथ हुए इनडेमनीफिकेशन अनुबन्ध दिनांक
22.7.2005 का "संलग्न पत्र"

इनडेमनीफिकेशन हेतु सहमत हुआ विवरण : परियोजना उरी - 2 (4*60 मेगावाट)

1. ईकाइयों के हिसाब से परियोजना के तैयार होने का विवरण:

विद्युत संयंत्र 1

जुलाई 2010

विद्युत संयंत्र 2

सितंबर 2010

विद्युत संयंत्र 3

नवंबर 2010

विद्युत संयंत्र 4

दिसंबर 2010

2. निर्धारित पारेषण प्रणाली के तैयार होने का विवरण :


अप्रैल 2011

पारेषण प्रणाली:


- उरी 1 - उरी 2 400 के.वी. एस.सी. लाईन
- उरी 2 - वगूरा 400 के.वी. एस.सी. लाईन

3. इनडेमनीफिकेशन हेतु "जीरो दिनांक"

1.5.2011



सी.के. जैन
कार्यपालक निदेशक
पुनर्वसा आवास एवम् निरीक्षण
नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन
सेक्टर-33, फरीदाबाद-121 003


3.5.2007
पी.सी. पटेल / P.C. PATEL
महानिदेशक (संयोजक) / General Manager (Comm.)
पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लि.
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुरुगँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon-122 001 (HARYANA)

**Sub:- Minutes of the Meeting held with Power Grid Corporation of
Indoia Ltd. regarding Transmission line of Uri-II Project.**

Officers present:

NHPC

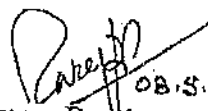
1. Sh. V.K. Jain
Executive Director (QA&I)
2. Sh. Dhiman Parija
GM (CPMG)

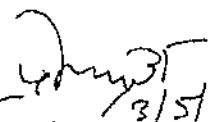
PGCIL

1. Sh. P.C. Pankaj
GM (Corp. Commercial)
2. Sh. Prashant Sharma
Dy. GM (Corp. Commercial)

During the discussion Power Grid has resorted to that although Four years period is available but contract will be awarded for execution of complete work and Power Grid shall make best efforts to match the completion of ATS with the commissioning of unit-I of Uri-II HE Project i.e. before July, 2010.

Considering the above the indemnity agreement was executed in respect of Uri-II HE Project.


(Dhiman Parija)
GM (CPMG)
08.5.07


(P.C. Pankaj)
GM, PGCIL
3/5/2007

ANNEXURE TO INDEMNIFICATION AGREEMENT DATED 22.07.05
BETWEEN
NHPC AND POWERGRID CORPORATION OF INDIA LTD.

Schedule Agreed for the purpose of Indemnification


PROJECT : CHAMERA-III (3x77 MW)

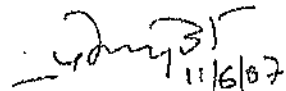
1. Commissioning Schedule of power project August 2010
2. Commissioning Schedule of Associated Transmission System (ATS) - August 2010

List of Associated Transmission System

- 400KV D/C Chamera Pooling Station -- Jalandhar line
- 220KV D/C Chamera Pooling Station -- Chamera-III line
- Bay Extension at Jalandhar
- 400/220KV GIS Pooling Station near Chamera-II
- 400KV/S/C Chamera Pooling Station-Chamera-II line

3. For the purpose of Indemnification, the zero date would be 1.09.2010


11.06.07
श्री० को० जैन
कार्यपालक निदेशक
सुनक्षत्र आरक्षण एवं निरीक्षण
भारतीय हाइड्रोइलेक्ट्रिक पावर कारपोरेशन
प्लॉट नं०-२३, गुरुगढ़-१२१ ००३


11/6/07
पी.सी. पंकज / P.C. PANKAJ
महाप्रबंधक (सांभारिक) / General Manager (Comm.)
पावर ग्रिड कॉरपोरेशन ऑफ इंडिया
Power Grid Corporation of India
प्लॉट नं०-२, सेक्टर-२९, गुरुगढ़-१२२ ००१ (HARYANA)
Plot No.-2, Sector-29, Gurgaon-122 001 (HARYANA)