



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, सैक्टर-29, गुडगांव, हरियाणा-122007
Corporate Centre, 'Saudamini', Plot No. 2, Sector-29, Gurgaon, Haryana-122007



CP/RTI/2017/413

Date: 5th January, 2018

Dr. Shiv Sharma
H. No. B-IX-283
Behind the Police Station
Near Old Ram Leela Ground
Barnala, Punjab-148101

Sub: Information under Right to Information Act, 2005.

Sir,

This has reference to your online RTI request dated 1st December, 2017 for providing information under RTI Act, 2005.

The desired information is attached at **Annexure-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 Sanjeev Singh,
Executive Director (CMG) & Appellate Authority
Corporate Centre, Power Grid Corporation of India Limited
"Saudamini", Plot No. 2, Sector-29, Gurgaon – 122007, Haryana.
Email ID: sanjeev@powergridindia.com
Phone No. 0124-2571962

Thanking you,

भवदीय,

(अजय होलानी)

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

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



AGREEMENT

This agreement entered into at New Delhi this 1st day of October, 2002 between Power Grid Corporation of India Limited a Company incorporated under the Companies Act, 1956 and having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 hereinafter referred to as POWERGRID (which expression shall include its executors, administrators, successors and assigns) on the one part, and the Ritnand Balved Education Foundation (RBEF), a Society registered under the Societies Registration Act, 1860 which has its Registered Office at E-27, Defence Colony, New Delhi - 110 024, hereinafter called the 'Society' (which expression shall include its executors, administrators, successors and assigns) on the other part, regarding setting up of an English medium school to be called Amity International School, Gurgaon at the POWERGRID Plot No.GH-1A, Sector 43, measuring approx. 5 Acres, Gurgaon, Haryana. in the Residential Colony site of POWERGRID at Sector-43,

Whereas POWERGRID is desirous of setting up an English medium school on CBSE pattern in its township at Sector-43, Gurgaon for the education of wards of its employees and other meritorious students and has approached the Society for opening and running of an English Medium school.

And whereas the Society has assured POWERGRID that it is in a position to set up and manage such an English medium school for the benefit of the

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wards of the employees and other meritorious students and the parties hereto have mutually agreed to set up an English medium school.

Now this agreement witnesseth as follows:-

1. That the School shall be directly governed and controlled by the Ritnand Balved Education Foundation (RBEF) through a Local School Management Committee.

i.1 That the RBEF shall constitute a Local School Management Committee consisting of following members for effective running and management of the school.

President of the RBEF or his nominee	-	Chairman
POWERGRID Representative	-	Vice-Chairman
Nominee of POWERGRID	-	3 (Three)
Nominee of RBEF	-	4 (Four)
Principal of School	-	Ex-Officio Member Secretary Without Voting Rights

1.2 The term of the committee shall be 3 years and thereafter Committee will be reconstituted with nominations of RBEF and POWERGRID.

1.3 That the Principal, teachers and staff of the school shall be employees of RBEF/Amity International School (AIS) and their services will be governed by service rules of the school.

1.4 That school and Society will discharge all statutory obligation as required in respect of staff and teachers.

2. That the Society shall open classes from Pre-Primary i.e. Nursery, K.G. (2 Yrs.) and class I to VIII in the first instance and subject to availability of sufficient number of students it would open the classes in stages upto Senior Secondary stage in course of time but however it shall be the responsibility of the school to provide education to the existing students to the higher classes.

3. That the Society shall select and appoint qualified and experienced teachers and other staff to run the Amity International School,

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POWERGRID Complex, Gurgaon. Staff and teacher of the school shall be selected by a Selection Committee constituted by RBEF.



That the Principal, a Key position in the School, shall be overall Incharge of the School. The Society will take utmost care in selecting a person with high values, qualification and rich experience. The selection will be through a High Level Committee comprising of representatives of RBEF, POWERGRID and Person/Educationist of eminence.

4. That POWERGRID will provide suitable School buildings for classrooms and rooms for other academic, administrative, sports and extra curricular facilities required to be provided in the school like Music Room, Craft Room, Indoor Game Room, Gymnasium/Auditorium Hall, Play Ground, Swimming Pool, Boarding Halls and any other facility that is necessary for providing quality education with light, electricity, sewerage disposal and drinking water facilities etc., for students and staff of the School upto Class XII. For this purpose, RBEF and POWERGRID representative in consultation with Architect of RBEF will determine the ultimate requirements of classrooms, labs, music room, offices, auditorium, teachers room, hall, offices etc. for a school of 10+2 level. While finalizing the plans the group will also identify the amenities to be developed in different phases. However, for the present POWERGRID will provide accommodation for classes upto VIII with Principal's office, other offices and academic and administrative amenities essential upto class VIII and limited boarding facilities. As and when additional classrooms and other support facilities are needed, POWERGRID will provide necessary additional accommodation and facilities.

Electricity, water, telephone charges and all other maintenance charges towards School, Hostel and other facilities shall be borne by the school.

5. The building shall be constructed by POWERGRID on the recommendations of the Architect, empanelled by RBEF who has drawn the layout and design of other schools of Amity, duly vetted by RBEF. Layout plans for the school and hostel prepared and submitted by the Architect will be considered by POWERGRID and decision of POWERGRID in this connection will be final and

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binding. Action for approval and construction will be taken by POWERGRID.



6. The School will pay to the Society (RBEF) a sum of Rs. 90/- (Rupees ninety only) per student per month towards the maintenance of educational standards, supervision and academic support.
7. To start the session in the academic year 2003-2004, the school will start all activities for appointment of staff and teachers and for admission of children in the classes upto VIII well in time. POWERGRID on its part will make all efforts to hand over the school building duly constructed, fitted and furnished to the Society by December, 2002.
8. A nodal officer not lower than the rank of Addl. General Manager of POWERGRID will coordinate with Principal of the school on matters concerning the school.
9. That POWERGRID will pay the House/Property Tax charged by the civic authorities for the school campus.
10. That POWERGRID will provide residence for the Principal in the campus. Subject to availability, in addition, 12 (twelve) suitable residential accommodation will be provided, one each for the coordinator of each class by POWERGRID for the smooth running of the school. Terms of allotment will be same as are applicable to employees of POWERGRID and on payment of House Rent. Additionally, water and electricity charges will be borne by the allottees.
11. Employees of school and their family members as mentioned in Para-10 above and residing in the POWERGRID Township will also be extended the recreation facility as they are made available to POWERGRID residents on payment of regular subscription as prescribed. POWERGRID will also extend medical facilities to them as and when such facility is created in the township on the terms prescribed as and when this facility is developed.
12. That Amity International School, Gurgaon will give priority to the children of the employees of POWERGRID in admission upto a

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maximum of 50% of the class strength. For maintaining the dynamics of the school the size of the class will be kept at 40 students at any time.



13. That the admission of students to the school will be on individual merit determined through Test, Interview and other screening processes as prescribed and on principles as determined by the Local School Management Committee based on the selection principles of Amity Schools with the final approval of Chairperson of Amity Schools who is a Member of the Society.
14. That the Society/School shall make all efforts to get the recognition from the Govt. and affiliation by CBSE and the POWERGRID will extend its cooperation to achieve the same.
15. That the Society shall maintain in the school at Gurgaon the quality and standard of education as obtaining in their other established schools and also strive to achieve the status of a Model School in the National Capital Region by imparting high class education to ensure brilliant results in the Board Exams.
16. That the components of fees charged from the students of Amity schools is enclosed at Annexure. For the fees to be charged from the students in the school at Gurgaon the decision will be taken by the Local School Management Committee on the basic principles that the recurring / revenue expenditure is fully met and also that School is able to meet its plans for furthering other educational activities.

Elements of fees to be charged from POWERGRID children and non-POWERGRID children are at Annexure. For the children of POWERGRID employees, 50% concession will be allowed in the admission fee, annual charges, tuition fees. Refundable caution money, activity fee (annual) and the actual bus charges, if service availed, will be paid in full. POWERGRID children will not be paying development charges. Non-POWERGRID children will be charged in full for all elements of fees including the development charges.
17. That POWERGRID will provide accommodation, furniture, equipment and fixtures for setting up the Library and all such

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laboratories like Science Demonstration Laboratory, Physics, Chemistry, Biology, Computer Laboratories as per CBSE syllabus. For the Library, Computer Labs and Laboratories, POWERGRID will extend one time support in setting them up by giving grant for purchase of books, equipments and apparatus. For procurement of these items the school will work out the modalities and it will be finalized by a Committee comprising of atleast one representative from POWERGRID. Recurring expenses on consumables will be borne by the school. Replacement, Replenishment or repairs etc. for all these will be borne by the school.

POWERGRID will also provide all furniture, fixtures and capital equipments for setting up the Hostel, Gymnasium and Auditorium. These will be maintained by the school out of its funds. All expenses on repair and replacements will be borne by the school.

18. That in school premises/campus provided by POWERGRID, the school management will carry out only activities which are connected with or incidental to the imparting of education and its connected activities and hold activities for advancement of quality education.

For starting any educational activity other than the CBSE 10+2 stream, the Society/School will first obtain the permission of POWERGRID and will abide by all terms and conditions notified by POWERGRID while granting the permission. For the purpose the Society will submit all details including the course, curriculum, course objective, modalities etc to POWERGRID and decision of POWERGRID in this regard will be final and binding.

19. All accounts of the school shall be maintained by the Society and shall be subject to periodical audit by auditors of the Society. The balance sheet, profit and loss account certified by a Chartered Accountant will be placed before the Local School Management Committee.

20. The school building, fixtures, fittings, equipment, library, laboratory materials and all such other assets which will be provided by POWERGRID in the initial stages or during the period of the agreement will be given on lease/ licence to the Society. The lease will be for a minimum period of 30 years initially to be

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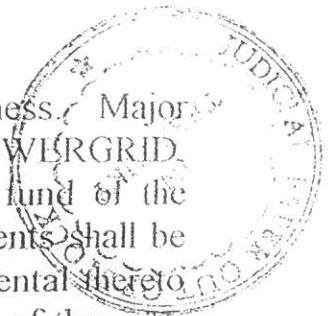
renewed on mutually agreed terms. In consideration thereof the POWERGRID will charge a token lease rent of Rs.101/- per annum. In case of termination of this agreement, all the assets and facilities provided by POWERGRID shall be handed over by the school to POWERGRID or its nominee.

21. That the school will be managed and run by the society on self-sustainable basis and to this end the school will make all efforts to generate resources which will include students fee and other funds to meet all its expenses. All the revenue expenditure and incidental expenses will be met out of the school fund. As a token of gesture of goodwill to POWERGRID for providing the building and other fixtures to the school, the Society will give concession in fees to the extent of 50% as mentioned in Para-16 to children of POWERGRID employees studying in school. In spite of the commitment to run the School on self-sustainable basis, for deficits, if any, in the initial stages and/or due to the concessions the Society/School will find ways for redemption in future out of its funds.
- That the funds of the school shall be used for running and development of the school. Surplus funds will be utilized for creating additional facilities or educational activities and as decided by the Local Management Committee.
22. That the Principal of the school shall prepare the annual budget of the school and obtain the approval of the Local School Management Committee before forwarding it to the RBEF.
23. That a hostel will also be established in the premises for about 200 students from amongst the wards of POWERGRID employees and other meritorious students. The hostel accommodation will be available on payment of regular charges for the hostel, the mess and other facilities as per the norms finalized by the Local School Management Committee. No concession in payment of these charges for children of POWERGRID employees.
24. That POWERGRID will provide the building furniture and fixtures for the hostel. Additionally, POWERGRID will provide the structure, furniture, fixtures for other facilities like common room, dinning hall, kitchen, pantry, stores, meditation room, study hall,





indoor games like table tennis, carom, bridge and chess. Major equipments for the kitchen will be provided by the POWERGRID. Other utensils, crockery, cutlery will be out of the fund of the school. Maintenance and the repairs of these equipments shall be the responsibility of the school and the expenses incidental thereto shall be borne by the school. Establishing and running of the mess and all other services shall be responsibility of the School.




25. For ensuring a cultured living and maintaining discipline in the hostel, the school will establish proper code of conduct, value systems as per the Indian tradition and principles of Indian Constitution.
26. That for some of the facilities such as multi-purpose hall, gymnasium, swimming pool, outdoor games which are being created for the school will be made available for use by POWERGRID employees and their family members. For the use of these facilities by employees of POWERGRID and their family members, the school and POWERGRID will work out the regulations covering all aspects such as control, safety and extra-curricular activities of the school.
27. This agreement will remain valid for a period of 30 years from the date of signing and after completion of 30 years in case the agreement is not extended for further mutually agreed term, the agreement shall stand terminated automatically. In case the Management of the school desires to have extension of lease, it shall make a written request to POWERGRID sufficiently in advance and POWERGRID at its discretion may extend the lease on mutually acceptable terms and conditions. In case the lease is not extended, the management of the school shall take all necessary steps for handing over the assets and equipments to POWERGRID or its nominee.
28. That all questions relating to the interpretation and meaning of this agreement and all other disputes and differences arising between the parties hereto either during the subsistence or upon termination, if not settled amicably, shall be referred to the 1) President of the Society and 2) Chairman-cum-Managing Director, POWERGRID for final settlement. In case the matter is not resolved by the two, they will appoint a mutually accepted eminent person as an

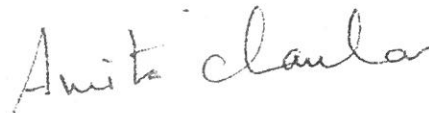
Arbitrator and the decision given by the arbitrator shall be final, conclusive and binding on the parties to this agreement. The provisions of Arbitration & Conciliation Act 1996 are applicable.



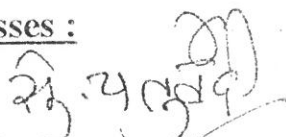
- 29. The venue of arbitration shall be at New Delhi.
- 30. The courts at Delhi have jurisdiction.

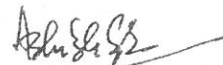
In witness thereof, the parties to this agreement have hereunder signed on the day, month and year above mentioned in presence of witnesses:


(U.C. Misra)
Director (Personnel)
For and on behalf of POWERGRID
New Delhi

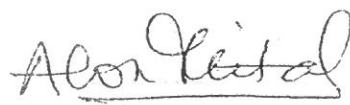

Dr. (Mrs.) Amita Chauhan
Chairperson
For and on behalf of RBEF
New Delhi

Witnesses :

1. 
(S.K. Chaturvedi)
Executive Director (HRM&CC)
POWERGRID

1. 
(Ashish Singh)
SD-335, Pitam Pura
Delhi-110034

2. 
(R.P. Ojha)
Addl. General Manager (HR)
POWERGRID

2. 
(Alok Mittal)
X-13, Hauz Khas
New Delhi-110016

Annexure

Elements of fees for Amity International School, POWERGRID Complex,
Sector-43, Gurgaon

I. For children of POWERGRID employees

- | | |
|-------------------------------|----------------|
| i) One time payment | |
| a) Admission fee | 50% concession |
| b) Caution money (refundable) | Full payment |
| ii) Annual charges | 50% concession |
| iii) Activity fee (annual) | Full payment |
| iv) Tuition fee (monthly) | 50% concession |
| v) Bus charges (actual) | Full payment |

II. For General Children i.e. Non-POWERGRID students

- | | |
|-------------------------------|--------------|
| i) One time payment | |
| a) Admission fee | Full payment |
| b) Caution money (refundable) | Full payment |
| ii) Development charges | Full payment |
| iii) Annual charges | Full payment |
| iv) Activity fee (annual) | Full payment |
| v) Tuition fee (monthly) | Full payment |
| vi) Bus charges (actual) | Full payment |

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