



Indian-Non Judicial Stamp Haryana Government



Date : 19/09/2019

Certificate No. FAS2019I16



Stamp Duty Paid : ₹ 101

GRN No. 57285560



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Project director G h a v p n p c i l

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Gorakhpur

District : Fatehabad

State : Haryana

Phone : 00

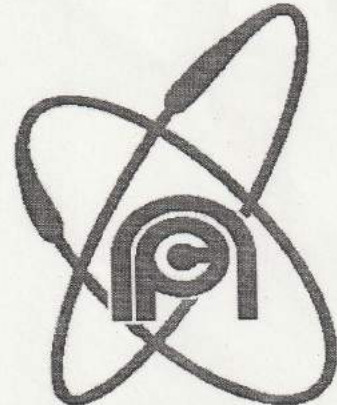


Purpose : AFFIDAVIT to be submitted at Panchkula

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



Irrigation & Water Resources Department
Haryana



एनपीसीआईएल
NPCIL

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NUCLEAR POWER CORPORATION OF INDIA LTD AND HARYANA IRRIGATION & WATER RESOURCES DEPARTMENT

for

Construction of Water Conveyance System and allied
structures for supply of water to Gorakhpur Haryana

Anu Vidyut Pariyojana

बी.के. चन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पावर कॉरपोरेशन ऑफ इण्डिया लि./NPCIL

Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

This MOU/Agreement is made at Panchkula on the 19th day of September, 2019 between The **Nuclear Power Corporation of India Limited**, A Government of India Enterprise, Public Sector Company registered under the Companies Act 1956, having its Registered Office at 16th Floor, Centre-1, World Trade Centre, Cuffe Parade, Colaba, Mumbai-400005 having one of its unit viz. Gorakhpur Haryana Anu Vidyut Pariyojana (GHAVP) hereinafter referred to as "**NPCIL**" (which expression shall, unless repugnant to the context or meaning thereof includes its successor and assigns etc.) of the **FIRST PART**.

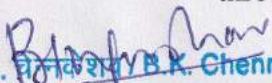
And

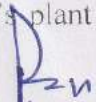
"Irrigation & Water Resources Department Haryana, Sector-5, Sinchai Bhawan, Panchkula" hereafter **referred** to as the "**HI&WRD**" (which expression shall, unless it be repugnant to the context or meaning thereof include its successor and permitted assigns etc.) through its authorized signatory of the **SECOND PART**

Regarding construction of water conveyance system & allied structures required as per scope of work for delivering uninterrupted supply of 180 cusec operation water for GHAVP 1 to 4 and returning the blow-down water (52 Cusec) to the canal system.

WHEREAS,

- I. The NPCIL is a public sector undertaking, wholly owned by Government of India and the Haryana Irrigation & Water Resources Department is a Department of Government of Haryana.
- II. The NPCIL is engaged in the business of designing, construction and operation of the Atomic Power Stations (APS) within the country including the one namely **Gorakhpur Haryana Anu Vidut Pariyojna (GHAVP)** and **Irrigation and Water Resources Department, Haryana** is engaged in the activities of implementation, operation, maintenance of canal and drainage network besides looking after planning, design & construction of various water resources projects & supplying raw water to the irrigators within the State of Haryana.
- III. The NPCIL has been permitted by the Haryana Government to draw 180 Cusecs water from BML through Fatehabad Branch Canal (FBC) from upstream of Baliyala Head-works at Gorakhpur Haryana Anu Vidyut Pariyojana plant site through Gorakhpur RCC Barrel Channel (GRBC) for use by the NPCIL's plant


बी.के. चिन्नकेशवा B. K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अनु विद्युत परियोजना/GHAVP
न्यू बिलियर पॉवर कॉरपोरेशन ऑफ इंडिया लि./NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

throughout its life (estimated to be 60 years from commissioning of the last unit of the Plant) and further extended life.

- IV. NPCIL has also been permitted by the Haryana Government to draw 180 Cusecs water from Sirsa Branch Gorakhpur link channel (SBGLC) as an alternate source of water (along abandoned Sirsa branch to the GRBC at Kundanpura village) for use by the NPCIL's plant throughout its life (estimated to be 60 years from commissioning of the last unit of the Plant) and further extended life.
- V. Out of the above 180 cusec water, the NPCIL has been permitted to use 128 Cusec water as consumptive and return 52 cusec water to parent canal (FBC) during plant operation.
- VI. HI&WRD has agreed to provide engineering and consultancy services for preparation of detailed design, drawing for water conveyance system (WCS) on deposit basis and is in advance stage for completion of this work.
- VII. HI&WRD has agreed to construct the GHAVP water supply scheme including all the structures of water conveyance system.
- VIII. The HI&WRD has agreed to undertaking the construction of WCS on the request of NPCIL and whereas, the HI&WRD has agreed to undertake this Project on Deposit Work Basis, in accordance with the terms and conditions agreeable to both the parties, as set forth in this MoU / Agreement and now therefore, in witness thereof, both the parties have signed this MoU / Agreement in the presence of witnesses.

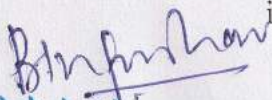
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED between the Parties as follows:

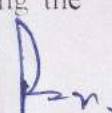
1. GENERAL CONDITIONS OF MOU/AGREEMENT:

1.1 General Provision

1.1.1. **Definitions:** Unless the context otherwise requires, the following terms, whenever used in this MOU/AGREEMENT, have the following meanings:

- i. "Agreement" means the present Agreement / MOU signed between the Parties.
- ii. "Applicable Law" means the laws and any other instruments having the force of law in India.


बी.के. चन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पॉवर कॉर्पोरेशन ऑफ इण्डिया लि./NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

- iii. "Approval" means approval of Competent Authority communicated in writing by the designated officer of the Party.
- iv. "Contractor" means the contractor or contractors or suppliers or agencies employed by the HI&WRD for the Project or for any connected work, including the HI&WRD itself in case any work is done directly by the HI&WRD
- v. "Completion" means activities under the scope of project described under **Annexure-A** are complete in all respects along with associated services and are in a ready to occupy condition and are actually handed over to the NPCIL.
- vi. "Day" means calendar day.
- vii. "Effective Date" means the date on which this Agreement / MOU comes into force.
- viii. "HI&WRD" means "Haryana Irrigation and Water Resource Dept., Govt. of Haryana".
- ix. "NPCIL" means "Nuclear Power Corporation of India Limited
- x. "First Party" means NPCIL.
- xi. "Second Party" means HI&WRD.
- xii. "In writing" means communicated in written form with proof of receipt.
- xiii. MOU means the present Memorandum of Understanding /Agreement signed between the parties.
- xiv. **Water Conveyance system:** System of water carrying channels (RCC Duct, Open channels) including head regulators, cross regulators, operating gates, siphons, intake structures, silt sedimentation tanks, surge tanks and all allied/supporting system/structures/components such as road bridge/culverts, railway bridges etc. required to be constructed for uninterrupted supply of 180 Cusec water from canals under Haryana Irrigation Department.
- xv. "Personnel" means professionals and support staff provided by the HI&WRD and assigned to perform the work/services or any part thereof;

xvi. "Project" or "Work" means and includes "Construction of Water Conveyance System and allied structures for supply of water to Gorakhpur Haryana Anu Vidyut Pariyojana" including the items of work listed in 'Scope of "Work" in Annexure-A.

xvii. "Proposal" includes both the Technical Proposal and the Financial Proposal.

xviii. "Third Party" means any person or entity other than NPCIL, or Haryana Irrigation and Water Resource Dept., Govt. of Haryana.

1.1.2. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NPCIL and HI&WRD. The HI&WRD, subject to this Agreement, has complete charge of Personnel, performing the Project work / Maintenance Services and shall be fully responsible for the execution / Services performed by them on their behalf including salary to HI & WRD regular employees. However the liabilities of employee labour deployed for work execution and management and work itself also are the sole responsibility of the contracts.

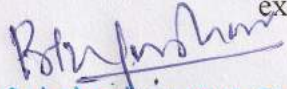
1.1.3. Law Governing Agreement: This Agreement/MOU, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

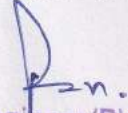
1.1.4. Notices:

1.1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/courier to the addresses specified below.

1.1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

1.1.5. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement or any amendment thereof by NPCIL or the HI&WRD may be taken or executed by the officers & its incumbents specified below:


बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अनु विद्युत परियोजना/GHAVP
न्यूक्लियर पॉवर कॉरपोरेशन ऑफ इण्डिया लि./NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

On behalf of NPCIL

Designation: Chief Construction Engineer
Address: Gorakhpur Haryana AnuVidyut Pariyojana
Vill& P.O. Gorakhpur, Teh: Bhuna,
Distt: Fatehabad, Haryana - 125047
Email address:
Office telephone: 01667 268006

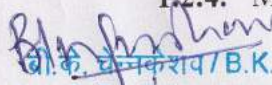
On behalf of HI&WRD

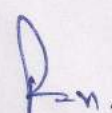
Designation: Chief Engineer,
Address: Bhakra Water Services (Unit)
Irrigation and water resource Department
Haryana, Panchkula
Email address: ce-bws.irr@gov.in
Office telephone: 0172-2570418

NPCIL & the HI&WRD shall also issue specific orders in favour of its Authorized Representative.

1.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF MOU/AGREEMENT

- 1.2.1. Effectiveness of Agreement:** This Agreement / MOU shall come into force and effect on the date of signing of the MOU / Agreement.
- 1.2.2.** Unless otherwise terminated under the provisions of any other relevant clauses, this Agreement shall be deemed to have been completed on completion of the Project work, scope of work, deliverables and submission of all the reports and release of final payments to the complete satisfaction of NPCIL.
- 1.2.3.** Entire Agreement: This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 1.2.4.** Modifications or Variations or amendment:


B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अनु विद्युत परियोजना/GHVP
न्यूक्लियर पॉवर कॉरपोरेशन ऑफ इण्डिया लि./NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

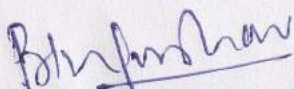
- (a) Any modification or variation of the terms and conditions of this MOU / Agreement, including any modification or variation of the scope of the work /Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.
- (b) In cases of substantial modifications or variations, a supplementary Agreement between NPCIL and HI&WRD is required.
- (c) Either party may request changes to this MOU. Any changes, modifications, Revisions or amendment to this MOU which are agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to MOU.

1.2.5. Tenure: This MOU shall be initially valid upto the Thirty Six (36) MONTHS from the date of signing of this MOU and to be renewed subsequently by mutual consent of both the parties provided that funds are made available by NPCIL as per terms of payment and further provided that no unforeseen difficulties crop-up which are beyond the control of "HI&WRD" as well those described as Force Majeure as far as those pertain to the contractor.

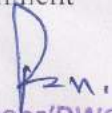
1.2.6. Force Majeure:

1.2.6.1. Definition:

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Companies.



बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्युक्लियर पॉवर कॉर्पोरेशन ऑफ इण्डिया लि./NPCIL

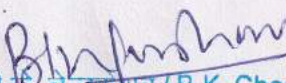

Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

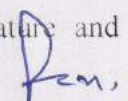
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have expected to take into account at the time of the signing of the Agreement.
- (c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Agreement.
- (d) Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person, such as Earthquake of magnitude more than for which the structures are designed.

1.2.6.2. No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement if such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this Agreement.

1.2.6.3. Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and


 बी.के. चन्नकेशव / B.K. Chennakeshava
 मुख्य निर्माण अभियंता / Chief Construction Engineer
 गोरखपुर हरियाणा अणु विद्युत परियोजना / GHAVP
 न्यूक्लियर पॉवर कॉरपोरेशन ऑफ इण्डिया लि / NPCIL


 Chief Engineer/BWS
 Irrigation & W.R. Deptt.
 Haryana, Panchkula

cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

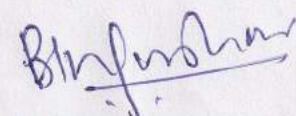
- (c) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Work / Services as a result of an event of Force Majeure, the HI&WRD, upon instructions by NPCIL, shall either:
 - (i) Demobilize or
 - (ii) Continue with the Work / Services to the extent possible, in which case NPCIL on being satisfied shall continue to pay proportionately to the HI&WRD and on pro-rata basis, under the terms of this Agreement.

1.2.7. Suspension: NPCIL may, by written notice of suspension to the **HI&WRD** , suspend all payments to the HI&WRD hereunder if the HI&WRD fails to perform any of its obligations under this Agreement & HI&WRD may by written notice of suspension to the NPCIL to suspend the work of the NPCIL, hereafter if the NPCIL fails to perform any of its obligation under this agreement including carrying out of the services also, provided that such notice (i) shall specify the nature of the failure, and (ii) shall allow respective party to remedy such failure, if capable of being remedied, within a reasonable period after receipt of such notice of suspension.

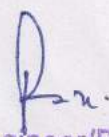
1.2.8. Termination:

1.2.8.1. By NPCIL: NPCIL may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

- (a) If the HI&WRD fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by NPCIL, within ninety (90) days of receipt of such notice or within such further period as NPCIL may have subsequently approved in writing.



बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पॉवर कॉरपोरेशन ऑफ इण्डिया लि./NPCIL



Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

- (b) If the HI&WRD fails to provide the quality services as envisaged under this Agreement. The Apex Joint Committee or The Project Management and Monitoring Joint Committee formulated to manage and monitor the progress of the assignment may make judgment regarding the poor quality of work / services, the reasons for which shall be recorded in writing. Further action to improve the quality of work/services will be taken as per recommendation made by Joint Committee.
- (c) If, as the result of Force Majeure, the HI&WRD is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

1.2.8.2. By The HI&WRD: The HI&WRD may terminate this Agreement, by not less than sixty (60) days written notice to NPCIL, in case of the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause 1.2.8.2.

- (a) If NPCIL fails to pay any money due to the HI&WRD pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within forty-five (45) days after receiving written notice from the HI&WRD that such payment is overdue except in the situation where funds are not available due to non-completion of formalities of supplementary grants.
- (b) If, as the result of Force Majeure, the HI&WRD is unable to perform a material portion of the work /Services for a period of not less than sixty (60) days.
- (c) If NPCIL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the HI&WRD may have subsequently approved in writing) following the receipt by NPCIL of the HI&WRD notice specifying such breach.

1.2.9. Standard of Performance: The HI&WRD shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe

and effective equipment, machinery, materials and methods. The HI&WRD shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful adviser to NPCIL, and shall at all times support and safeguard NPCIL legitimate interests in its dealings.

1.3 CONFLICT OF INTERESTS:

The HI&WRD shall hold NPCIL interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Agreement, a conflict of interest arises for any reasons, the HI&WRD shall promptly disclose the same to NPCIL and seek its instructions for compliance.

1.3.1. Prohibition of Conflicting Activities: The HI&WRD shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.

1.4 CONFIDENTIALITY:

Except with the prior written consent of NPCIL, the HI&WRD and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Work / Services, nor shall the HI&WRD and its Personnel make public the recommendations formulated in the course of, award of Agreement and its execution.

1.5 STATUTORY REQUIREMENTS BY THE HI&WRD :

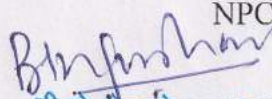
The HI&WRD is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws to its workforce.

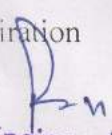
1.6 REPORTING OBLIGATIONS:

The HI&WRD shall submit to NPCIL the reports and documents hereto, in the form, in the numbers and within the time periods mutually agreed.

1.7 DESIGN ARTEFACTS, MAPS, LAYOUT PLANS AND DOCUMENTS PREPARED BY THE HI&WRD TO BE THE PROPERTY OF NPCIL:

All Design Artifacts, Maps, Layout Plans Documents and reports, prepared by the HI&WRD for NPCIL under this Agreement shall become and remain the property of NPCIL. The HI&WRD, upon completion of this Project or termination or expiration


बी.के. चैनकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
नियंत्रण और कोऑर्डिनेशन ऑफ इण्डिया लि./NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

of this Agreement shall deliver all such softcopies and documents to NPCIL, together with a detailed inventory thereof. The HI&WRD may retain a copy of such softcopy and documents, but shall not use anywhere, without taking permission, in writing, from NPCIL and NPCIL reserves right to grant or deny any such request.

1.8 HI&WRD PERSONNEL:

The HI&WRD shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Work / Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the HI&WRD and NPCIL will in no way be responsible for any such claims/damages.

1.9 OBLIGATIONS OF NPCIL:

Assistance and Exemptions: Unless otherwise specified, NPCIL shall use its best efforts to ensure and shall: (a) Provide to the HI&WRD any such assistance to facilitate performance of the Agreement.

1.10 CHANGES IN THE APPLICABLE LAW RELATED TO TAXES AND DUTIES:

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the HI&WRD for carrying out the Project / providing the services or any such other applicable tax from time to time, which increases or decreases the cost incurred by the HI&WRD in performing the work / Services, then the remuneration and reimbursable expense otherwise payable to the HI&WRD under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the HI&WRD shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

2. CONSTRUCTION OF WATER CONVEYANCE SYSTEM:

2.1 CONSTRUCTION

As per request of NPCIL, HI & WRD has agreed to construct, operate and maintain the water conveyance system for supply of water to GHAVP by discharging **188 Cusec raw water** from Head regulator of GRBC or SBGLC on **net supply basis** for all water requirement of GHAVP as per bulk water supply rate and revised later on

by the Govt. from time to time. **The current MOU is for construction of water conveyance system and separate MOUs shall be entered for operation and maintenance of water conveyance system on a later date.**

2.2 NODAL OFFICER:

Superintending Engineer, Bhakra Water Services Circle, Fatehabad shall act as Nodal Officer for whole of the Project till its finalization and Executive Engineer, Tohana Water Services Division, Tohana shall act as Engineer-In-Charge for construction of Gorakhpur Rectangular Barrel channel (GRBC) and Executive Engineer, Adampur Water Services Division Hisar shall act as Engineer-In-Charge for the construction of Sirsa Branch Gorakhpur link channel (SBGLC) and its allied structures. Moreover, all the financial receipt from NPCIL will be routed through Engineer-In-Charge i.e. Executive Engineer, Tohana Water Services Division, Tohana.

2.3 Supply of Construction water:

HI&WRD has also agreed to supply 1.2 Cuses of raw water from Fatehabad Branch, for construction purposes during the construction of project or till completion and commissioning of permanent water conveyance system, whichever is earlier. The cost of construction of required structure, metering device and services for this supply shall be borne by NPCIL and will form part of overall estimate. The necessary metering device shall be installed at the inlet point of raw water storage tanks of NPCIL. The payment of water charges shall be based on net consumption as per prevailing rate of HI&WRDD.

2.4 Utilization of Canal Water:

The water from the HI&WRD Water Source shall be used by NPCIL for the purpose of the Plant including for supply to the residential colony and shall not be misused by NPCIL. In the event of any such misuse of water by NPCIL in breach of the terms of this Agreement, without prejudice to the Government right to revoke the Permission, the HI&WRD shall be entitled to recover from NPCIL the proceeds of such sale of the Agreed Quantity as realized by NPCIL. This Agreement shall not in any way prejudice the HI&WRD right to hereafter launch or implement and new scheme or schemes of its own in connection with the HI&WRD water source. However, the HI&WRD hereby assures NPCIL that any other water rights granted by them to any third party for purposes of irrigation or other industrial purpose ,

whatsoever, shall be granted in manner as not to affect the availability and supply of the Agreed Quantity throughout the plant life or as the period to be mentioned in the agreements.

3. FUNDING OF THE PROJECT:

3.1 FUNDING FOR CONSTRUCTION

NPCIL, accepts to pay the full construction of GRBC and SBGLC, and other allied structures including variable charges depending on the quantity of raw water as measured / supplied by the HI&WRD, as per terms of payment of this MOU. O&M and establishment charges will be charged as per O&M estimate of annual nature as per the terms of MOU to be entered separately for operation and maintenance of water conveyance system.

3.2 CONSTRUCTION COST OF THE PROJECT:

The NPCIL hereby accept and agree that the cost of construction work to be executed, as detailed in scope of work for construction (Annexure-A) is estimated as **Rs. 446.27 Crore** as per tentative cost for the project. This may vary depending upon the final design, drawing and specification duly approved by NPCIL. Also this cost may vary depending upon the level of price and required approved modifications of work during its execution. The cost may further vary depending upon finalization of contract by HI & WR Dept. and subject to price variation clause included in such contract with the contractors. For any increase in expenditure more than Rs. 446.27 Crore, due to aforementioned reasons and due to any further anticipated expenditure on Forest Clearance, Land Acquisition including its enhancement if any, arbitration awards of all the Contracts relating thereto, NPCIL thus agrees to reimburse the expenditure in full to the HI&WRD Department on furnishing details of expenditure with documentary proof as approved by CE BWSU (I&WR) with prior approval from NPCIL.

Apart from the cost of construction, NPCIL shall pay all the applicable charges, taxes, duties etc. NPCIL shall also pay departmental charges as prevailing in Haryana state as per approval of the government for the Project.

3.3 LAND USE VALUE

HI&WRD shall permit construction of main and alternate water conveyance system (RCC barrel channel along Fatehabad Branch Canal & Open channel to be

accommodated within abandoned old Sirsa Branch) without any financial implication to NPCIL, except that any expenditure for diversion of forest (including cost of alternate land to be provided to the Forest Deptt for afforestation), environmental clearance etc. shall be borne by NPCIL. The cost of strengthening works for bank of Fatehabad Branch Canal, if required on a/c of construction of Gorakhpur Rectangular Barrel Channel (GRBC) RD 0-152500 will be borne by NPCIL.

4. COST OF WORK:

4.1 ESTIMATED BASIC COST OF WORK:

The estimated basic cost of work shall mean estimated cost of work provided by the HI & WRD including contingency, GST, and tender premium but excluding administrative charges for the defined scope of work.

Estimated basic cost of work as provided by the HI&WRD is **Rs 406.54 Crore.** as per letter No. 9068-A/64-W Dtd. 14.09.2018. Apart from above, estimated cost for deforestation and construction of railway bridges which are to be executed by respective departments, at present is Rs. 19.00 Crore.

However total estimated cost of the work including estimated basic cost, and administrative charges @ 5% is **Rs 446.27 Crore**

4.2 ACTUAL COST OF WORK: The actual cost of work shall mean the executed cost of work.

5. DEPOSIT OF ADVANCE

Advance payment of 10 percent of the estimated cost of the work shall be paid by the NPCIL for work related to Railway and Forest Department and to start the work related to the scope of work.

6. AWARDING OF WORK

Before calling tenders for the works, the bid document including detailed specifications will be concurred from NPCIL. Before allotment of work to the agency identified through their established tendering mechanism, "HI&WRD" shall intimate NPCIL about the tender rates/ work award proposal and seek the NPCIL consent for the same. Immediately after award of work " HI&WRD " shall provide soft and hard copies of all the contract documents such as work-order,

schedule of quantities and rates, drawings, work specifications etc.

7. PROVIDING DOCUMENTS/INFORMATION

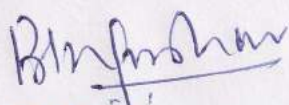
The HI&WRD will provide copies of various documents connected with the project in question like tender document(s), work order(s) issued to the contractor, passed bills and so on, and such other documents required by NPCIL from time to time.

8. PAYMENT OF BILLS:


After start of the construction work, running bills shall be paid monthly to the executing agencies by HI&WRD duly pre-audited by Engineer-in-Charge i.e. Executive Engineer, Tohana Water Services Division Tohana for the work executed during the month along with all supporting documents on the prescribed format of HI&WRD. The payment for same is to be released by NPCIL every month before 10th day on the demand of Engineer-in-Charge.

NPCIL hereby agrees to release the funds towards the construction of project work as per the following schedule:

S. No.	Activity/Milestone	Percentage Payment
(i)	On demand of Advance : after signing of MOU	10 % of Estimated Basic Cost of work including GST.
(ii)	Monthly demanded/running bill amount, by Engineer-in-Charge including if any, statutory charges for deforestation, construction of railway bridge etc. submitted duly scrutinized by HI&WR Dept.	100 % of actual demand/bill i/c GST and Administrative Charges etc.
(iii)	On Completion and acceptance of work	Balance payment as per completion of work and 10% advance deposit be adjusted in final bill.



बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पावर कॉरपोरेशन ऑफ इण्डिया लि./NPCIL



Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

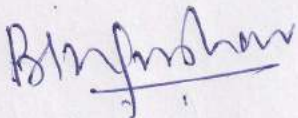
9. OPERATION OF THE AGREEMENT:

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non- fairness.

10. SETTLEMENT OF DISPUTES AND ARBITRATION WITH EXECUTING AGENCIES:

Mutual Discussions: It is agreed by and between the parties that all the disputes, differences and interpretations of this Agreement, shall be settled and decided based on mutual discussions between the representatives of the signing parties to the agreement and executing agency of the works. In case, the parties are not able to decide and settle the pending issues, the same shall be considered, examined and analyzed at the level of Chief Engineers of the respective parties i.e. signing parties and shall accordingly be decided and settled.

If still some issues remain unsettled, the same shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India incharge of Department of Public Enterprises. The award of the Arbitrator shall be binding upon the Parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. 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. Since this work is to be taken up as deposit work on behalf of GHAVP, NPCIL any financial burden fourth coming due to arbitration will have to be borne by GHAVP, NPCIL. The final gain, if any shall be credited to GHAVP, NPCIL.



बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पॉवर कॉर्पोरेशन ऑफ इण्डिया लि0/NPCIL



Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

11. LIQUIDATED DAMAGES:

HI&WRD shall be required to get the construction of project completed from the executing agencies within the period stipulated in this MOU.

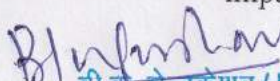
- 11.1 In case, completion of the project is delayed due to reasons solely attributable to the contractors / Agencies / Suppliers engaged for the project by the HI&WRD, the HI&WRD shall impose on the contractor, liquidated damages as per their departmental norms and the benefit shall be passed on to the NPCIL. Such a clause will be put in the Agreement / contract to be signed by the HI&WRD with the contractor(s).
- 11.2 The HI&WRD shall be fully responsible for defending any suits or arbitration cases arising out of project in connection with the work between the HI&WRD and its Contractor(s).

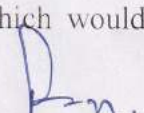
12. TRANSFER OF AGREEMENT:

- 12.1 HI&WRD shall not assign or transfer the Agreement or any part thereof without prior written consent of NPCIL. Thus the Agreement is not assignable, transferable or sub-licensable by the HI&WRD to any third party. The HI&WRD shall not assign or transfer its rights in any manner whatsoever under this agreement to a third party and shall ensure that no third party interest is created due to any of its action of whatsoever nature. Except to the extent that HI&WRD will award contracts for constructing various components of the work.
- 12.2 HI&WRD shall act as an independent entity fully performing responsible for all services under the Agreement. It shall maintain complete control over its employees, who shall in no case, represent NPCIL or act in its name, without its prior written approval.

13. MISCELLANEOUS PROVISIONS:

- 13.1 Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
- 13.2 The HI&WRD shall notify NPCIL of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Agreement.


बी.के. चैनकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पॉवर कॉरपोरेशन ऑफ इण्डिया लि0/NPCIL


Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

13.3 The Successful bidder of the works shall at all times indemnify and keep indemnified HI&WRD which in turn will be passed on to NPCIL/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Successful bidder) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Successful bidder.

13.4 The Successful bidder shall at all times indemnify and keep indemnified NPCIL against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the HI&WRD, in respect of their wages, salaries, remuneration, compensation or the like.

14. SPECIAL/SPECIFIC CONDITIONS OF MOU/AGREEMENT:

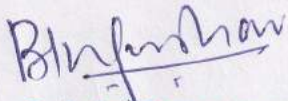
14.1 Role/Duties/Responsibilities of "HI&WRD": **HI&WRD will have following roles/duties/responsibilities under this MOU / Agreement.**

14.1.1. HI&WRD will consult NPCIL at all stages of work.


14.1.2. NPCIL may authorize / nominate any person(s) to inspect and check the construction and furnishing works from time to time to see that the construction is undertaken as per drawings and specifications approved by NPCIL. If any defects or variation are found and reported during inspection, they will be rectified within 30(thirty) days from its receipt. During the various stages of execution, the HI&WRD shall submit monthly progress reports with site photographs.

14.1.3. HI&WRD shall get all statutory permissions/approvals related to the project from various authorities, including approval to the site plan etc., from the local body concerned in time bound manner within a reasonable time-frame. All liaisoning works with the statutory authorities will be the responsibility of HI&WRD. Requisite fee for obtaining such clearances will be initially paid by HI&WRD from out of advance deposit released by NPCIL.

14.1.4. Contractor(s) so engaged by the HI&WRD shall abide by all safety regulations and standards during execution of work. The contractor(s) shall be solely responsible for safety of workers and equipments at Site and NPCIL will not be responsible for any injury / mishap to the workers or damage to equipments during construction/ maintenance phase.



बी.के. चैन्नकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यूक्लियर पावर कॉर्पोरेशन ऑफ इण्डिया लि0/NPCIL



Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

14.1.5. For effective supervision and monitoring and ensuring high standard of contract work and procurement of items, the HI&WRD will constitute adequate number of quality and quantity control teams, with NPCIL representatives.

14.1.6. **Time will be the essence of the Project:** The HI&WRD in consultation with NPCIL shall lay down time schedules for execution of the work. The project shall get completed within Thirty Six (36) months from the date of signing of MoU between NPCIL and HI&WRD.

15. VARIATIONS IN COST OF WORK:

It is agreed that variations in the work i.e. additional works and/or additional/extra items if becomes necessary for implementing the work as per the scope defined under **Annexure-A** and / or amended by NPCIL later to signing of this MOU may also be implemented by "HI&WRD" with the prior consent of NPCIL. It is also agreed that additional cost incurred on execution of works on account of above plus variations or reduction in cost due to under operation of work shall be suitably adjusted by either of the parties by remitting (refund/payment) the excess amount.

16. DEFECT LIABILITY PERIOD:

16.1 This work will be under the statutory Defect Liability Period (DLP) of work for one year. The period of one year will be counted from the date of acceptance by NPCIL after satisfactory completion with requisite statutory clearances. Any defects /shortcomings brought to the notice of HI&WRD during one year DLP shall be attended by the HI&WRD from their contractors, as per Contract agreement, without any cost to NPCIL.

17. ROLE / DUTIES / RESPONSIBILITIES OF NPCIL:

17.1 NPCIL shall extend all support and help to HI&WRD in obtaining statutory clearances related to execution of the work.

17.2 To convey timely approval(s) to Project estimates.

17.3 To convey timely approvals to various architectural designs and layout plans.

17.4 To release timely payments in accordance with the agreed terms and conditions under this MoU / Agreement.

B. K. Chennakeshava

बी.के. चैनकेशव / B.K. Chennakeshava
मुख्य निर्माण अभियंता / Chief Construction Engineer
गोरखपुर हरियाणा अणु विद्युत परियोजना/GHAVP
न्यू विलियम पोवर कॉर्पोरेशन ऑफ इण्डिया लि0/NPCIL

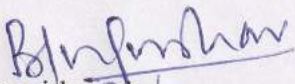
R. N.
Chief Engineer/BWS
Irrigation & W.R. Deptt.
Haryana, Panchkula

- 17.5 To supervise and monitor the quantity and quality aspects of various works and services, point out defects/deficiencies if any, to HI&WRD and get the same rectified. In case of any serious defect / violation, NPCIL may issue on the spot instructions to contractor / workers to suspend / temporarily stop this work till specific instructions are issued through HI&WRD.
- 17.6 To do any other incidental action required for the successful and smooth execution of the project.
- 17.7 NPCIL will duly release payments after satisfying the quality and quantum of work as well as its completion within the agreed time schedule.

18. COMPLETION OF THE WORK:


Upon completion of the work, the HI&WRD shall send a completion report with all requisite details and maintenance manual to NPCIL in writing along with statement of final expenditure duly audited by authorized HI&WRD official. Any unutilized portion of the amounts paid to the HI&WRD towards the project shall be refunded to the NPCIL immediately on completion of the project along with Bank interest accrued if any within 30 days of the said completion.

NPCIL

Signature with seal 
 B.K. Chennakeshava
 मुख्य निर्माण अभियंता / Chief Construction Engineer
 गोरखपुर हरियाणा अणु विद्युत परियोजना/ GHAVP
 NPCIL
 Name B.K. CHENNAKESHA
 Designation CHIEF CONSTRUCTION ENGINEER
 Dated 19/09/2019 GHAVP

(On behalf of the NPCIL)

HI&WRD

Signature with seal 
 Chief Engineer/BWS
 Irrigation & W.R. Deptt.
 Haryana Panchkula
 Name PHOOK SINGH NAIN
 Designation Chief-engineer (B.W.S.)
 Dated 19/09/2019

(On behalf of the Governor of Haryana)