

GOVERNMENT OF ASSAM
ENVIRONMENT AND FOREST DEPARTMENT
DISPUR, GUWAHATI-6

No.FRS.60/2022/107

Dated Dispur, the 7th July, 2022

To : The Inspector General of Forest (Central),
Government of India,
Ministry of Environment, Forest & Climate Change,
Integrated Regional Office, 4th Floor, Housefed Building,
G.S Road, Rukminigaon, Guwahati-781022

Sub: Forest diversion proposal for 9.23 Ha. forest land for 11 Nos. Tower location (123 to 136 A) of 132 KV S/C Haflong- Jiribam Transmission line in Borail Wildlife Sanctuary (East Block) under Cachar Division in favour of Power Grid Corporation of India Ltd.

Ref: Government of India letter No. 3-AS C 096/2022-GHY/2572-2573 dated 21.6.2022.

Sir,

In inviting a reference to the letter on the subject cited above, I am directed to furnish herewith the following additional information/documents as sought vide letter under reference for favour of your kind information and necessary action:

Govt. of India letter No 3-AS C 096/2022- GHY/2572-2573 dated 21.6.2022	Information Provided
Condition No.1	The Wildlife Clearance proposal is under process for submission before State Board For Wildlife (SBWL) The User Agency (PGCIL) stated that the an undertaking in this regard is also submitted by PGCIL that the consent of NBWL will be submitted to Forest Department prior to working permission/Stage-II clearance of the project vide their letter No. NEHFG/2022-23/TL-23/249 dated 27.06.2022 (Copy Enclosed as Annexure-I).
Condition No.2	As per PGCIL report the 132 KV Haflong-Jiribam transmission line was constructed long back in the year 1977 by NEEPCO (Transmission Circle). This is the first 132 KV transmission line in North East which connects Assam, Manipur, Mizoram, Tripura States. It is a very old line constructed by NEEPCO and subsequently taken over by Power Grid in the year 1991. Hence, the documents regarding forest clearance is not applicable in this project vide their letter No. NEHFG/2022-23/TL-23/249 dated 27.06.2022 (Copy Enclosed as Annexure-II).
Condition No.3	The User Agency (PGCIL) has submitted the justification for selecting the present route amongst the 3 alternate routes identified. (Copy enclosed as Annexure-III)
Condition No.4	Shifting of existing 11nos. tower location (123 to 136 A) of 132 KV S/c Haflong-Jiribam TL is being executed by NHIDCL as per the agreement dated 30.3.2019 between PGCIL and NHIDCL for facilitating construction of NH-54 undertaken by NHIDCL. (Copy of agreement is enclosed herewith as Annexure-IV)

Condition No.5	<p>The proposed transmission line is a "Liner Project" which shall not affect the present hydrological layer in the area. Further, the construction process involves minimum excavation, only up to a depth of 3.0M from ground level for tower footing area, hence it shall have no effect on the hydrological scenario in that area.</p> <p>Therefore, it is requested to consider the proposed project for diversion in spite "INVIOLATE" report from DSS due to presence of Hydrological Layer.</p>
Condition No.6	<p>The site visit by the CCF, Southern Assam Circle, Silchar shall be done after the clearing of the approach road to the CA area which has been severely affected due to recent flood.</p>

Encl: As stated above.

Yours faithfully,



(I. Kalita, ACS)

Addl. Secretary to the Govt. of Assam
Environment and Forest Department

Memo No.FRS.60/2022/107-A

Dated Dispur, the 7th July, 2022

Copy to:

Principal Chief Conservator of Forest & HoFF, Assam, Aranya Bhawan, Panjabari. Ghy-37.

(I. Kalita, ACS)

Addl. Secretary to the Govt. of Assam
Environment and Forest Department

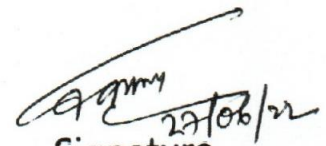
ANNEXURE-I

UNDERTAKING

I, on behalf of, Power Grid Corporation of India Limited, hereby, undertake to submit the wildlife (NBWL) clearance against diversion of 9.23 Ha of forest land for 11 Nos. Tower location of 132 kV S/C Haflong-Jiribam Transmisison line in Barail Wildlife Sanctuary (East Block) under Cachar Forest Division prior to working permission/Stage-II forest clearance of the Project.

Date:- 27.06.2022

Place:- Haflong.



Signature

For & On Behalf of POWERGRID

बी. के. पॉल / B. K. Paul
मुख्य प्रबंधक / Chief Manager
पावरग्रिड, हाफलोंग
Powergrid, Haflong.

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(92)

GOVERNMENT OF ASSAM
OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS AND
HEAD OF FOREST FORCE, ASSAM
ARANYA BHAWAN, PANJABARI, GUWAHATI-37

Email: adlpcfc.nodal@gmail.com

No. FG.27/FCA/Proposal/ Power Grid/Cachar Division

Date: 28.6.2022

To,

✓ The Additional Chief Secretary to the Government of Assam
Environment and Forest Department, Dispur, Guwahati-6.

Sub:

Forest diversion proposal for 9.23 Ha. forest land for 11 Nos. Tower location (123 to 136 A) of 132 KV S/C Haflong- Jiribam Transmission line in Borail Wildlife Sanctuary (East Block) under Cachar Division in favour of Power Grid Corporation of India Ltd.

Ref:

Government of India letter No. 3-AS C 096/2022-GHY/2572-2573 dated 21.6.2022.

With reference to the above, I am submitting herewith the additional information/documents as sought by the Government of India, MoEF & CC, Integrated Regional Office, Guwahati vide their letter No. 3-AS C 096/2022-GHY/2572-2573 dated 21.6.2022 as under-

Govt. of India letter No 3-AS C 096/2022- GHY/2572-2573 dated 21.6.2022	Information Provided
Condition No.1	<p>The Chief Wildlife Warden has forwarded the Wildlife Clearance proposal to the Government of Assam/State Board of Wildlife on 23.6.2022 through MoEF & CC web portal. (Proposal No. FP/AS/TRANS/119559/2021).</p> <p>The User Agency (PGCIL) stated that the an undertaking in this regard is also submitted by PGCIL that the consent of NBWL will be submitted to Forest Department prior to working permission/Stage-II clearance of the project vide their letter No. NEHFG/2022-23/TL-23/249 dated 27.06.2022 (Copy Enclosed as Annexure-I).</p>
Condition No.2	<p>As per PGCIL report the 132 KV Haflong-Jiribam transmission line was constructed long back in the year 1977 by NEEPCO (Transmission Circle). This is the first 132 KV transmission line in North East which connects Assam, Manipur, Mizoram, Tripura States. Since it is a very old line constructed NEEPCO then subsequently taken over by Power Grid in the year 1991. Hence, the documents regarding forest clearance is not applicable in this project vide their letter No. NEHFG/2022-23/TL-23/249 dated 27.06.2022 (Copy Enclosed as Annexure-I).</p>
Condition No.3	<p>The User Agency (PGCIL) has submitted the justification for selecting the present route amongst the 3 alternate routes identified. (Copy enclosed as Annexure-II)</p>
Condition No.4	<p>Shifting of existing 11 nos. tower location (123 to 136 A) of 132 KV S/c Haflong-Jiribam TL is being executed by NHIDCL as per the agreement dated 30.3.2019 between PGCIL and NHIDCL for facilitating construction of NH-54 undertaken by NHIDCL. (Copy of agreement is enclosed herewith as Annexure-III)</p>

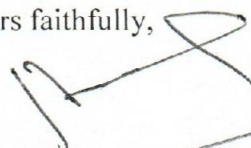


Condition No.5	<p>The proposed transmission line is a "Liner Project" which shall not affect the presence hydrological layer in the area. Further, the construction process involves minimum excavation, only up to a depth of 3.0M from ground level for tower footing area, hence it shall have no effect on the hydrological scenario in that area.</p> <p>Therefore, it is requested to consider the proposed project for diversion in spite "INVIOLATE" report from DSS due to presence of Hydrological Layer.</p>
Condition No.6	<p>The site visit by the CCF, Southern Assam Circle, Silchar shall be done after the clearing of the approach road to the CA area which has been severely affected due to recent flood.</p>

The above-mentioned information may kindly be send to the Government of India, MoEF&CC, Integrated Regional Office, Guwahati accordingly.

Encl: As stated above.

Yours faithfully,



(Dr. C Muthukumaravel, IFS)

Chief Conservator of Forests &
Nodal Officer (FC Act), Assam

O/o the Principal Chief Conservator of Forests and
Head of Forest Force, Assam

Copy to:

1. The Inspector General of Forest (Central), Government of India, Ministry of Environment, Forest & Climate Change, Integrated Regional Office, 4th Floor, Housefed Building, G.S Road, Rukminigaon, Guwahati-781022 for kind information.
2. The Additional Principal Chief Conservator of Forests (Territorial) Lower Assam Zone, Guwahati for kind information.
3. The Chief Conservator of Forest, Southern Assam Circle, Silchar for kind information.
4. The Divisional Forest Officer, Cachar Division, Silchar for information.
5. The Deputy General Manager, Power Grid Corporation of India Ltd.132 KV Haflong Sub Station, Haflong, P.O- Lower Haflong, Dist. Dima Hasao Pin- 788819 for information.

Chief Conservator of Forests &
Nodal Officer (FC Act), Assam

O/o the Principal Chief Conservator of Forests and
Head of Forest Force, Assam

Annexure-11

पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

132 KV Haflong Substation, Lungkhok, Haflong, Assam-788820

Ref. No: NEHFG/2022-23/TL-23/249

Dated: 27.06.2022

To,

The Divisional Forest Officer,
Cachar, Silchar-788001.

Sub: Proposal for Diversion of 9.23 Ha forest land for 11 nos. tower location (123 to 136 A) of 132 kV S/c Haflong-Jiribam Transmission line in Borail Wildlife Sanctuary (East Block) under Cachar Division in favor of Power Grid Corporation of India Ltd.

Ref: 1. Govt. of India Letter No.: 3-ASC096/2022/GHY/2572-2573; Dtd: 21.06.2022.
2. Letter No.: FG.27/FCA/Proposal/POWERGRID/Cachar Division; Dtd: 24.06.2022.

Sir,

With reference to the subject & reference letters cited above, We, hereby, submit the point wise compliance report of all the observations of MoEF& CC, IRO, Guwahati as below: -

Sl.No.:	Observations	Compliance
1	The consent of NBWL is to be submitted as the proposed area falls within the Borail Wildlife Sanctuary (East Block) under Cachar Forest Division, Silchar as the proposal is to be placed before the REC meeting	The corresponding Wildlife Clearance proposal (Ref no.: FP/AS/TRANS/119559/2021) against this project is at advance stage of approval. Presently the proposal is pending with SBWL & to be next forwarded to NBWL for recommendation. An undertaking in this regard is also submitted by POWERGRID that "the consent of NBWL will be submitted to Forest Department prior to Working permission/Stage-II clearance" of the project.
2	The forest clearance approval letter for the existing 11 nos. towers of transmission line which are to be shifted for construction of 4 laning Balachera to Harangajao section of NH-54 (Ext) from Km 275.00 to 244.00 Km, if no forest clearance letter available, the reason thereof.	The 132 kV Haflong-Jiribam transmission line was constructed long back in the year 1977 by NEEPCO (Transmission Circle). This is the first 132 kV transmission line in North East which connects Assam, Manipur, Mizoram, Tripura States. Since it is a very old line constructed by NEEPCO then subsequently taken over by POWERGRID in the year 1991. Hence, the documents regarding forest clearance is not applicable in this project.

Registered Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016, Tel.: 26560121 Fax: 011-26560039 Gram: 'NATGRID'

Save Energy for Benefit of Self and Nation





पावरग्रिड
POWERGRID

पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

132 KV Haflong Substation, Lungkhok, Haflong, Assam-788820

3	Justification on each 3 alternate routes examined by mentioning the ecological parameters like forest cover, density of forest, habitation etc. and the reason for selecting the proposed route as the submitted justification is vague.	The justification for selecting the present route amongst the 3 alternate routes identified is submitted at Annexure-I .
4	The no objection certificate issued by PGCIL to NHIDCL for the use of existing 11 nos tower location (123 to 136 A) of 132 kV S/C transmission line	Shifting of existing 11 nos. tower locations (123 to 136 A) of 132 kV S/c Haflong-Jiribam TL is being executed by NHIDCL as per the agreement Dtd: 30.03.2019 between PGCIL and NHIDCL for facilitating construction of NH-54 undertaken by NHIDCL. (Copy of agreement enclosed at Annexure-II).
5	The comment of the State Govt. as the proposed area is "INVIOLE" due to the presence of hydrological layer as per DSS report.	It is to be noted that the proposed Transmission Line is a "Linear" Project which shall not affect the presence hydrological layer in the area. Further, the construction process involves minimum excavation, only up to a depth of 3.0 M from ground level for tower footing area, hence it shall have no effect on the hydrological scenario in that area. Therefore, it is requested to consider the proposed project for diversion in spite "INVIOLE" report from DSS due to presence of Hydrological Layer.
6	The identified CA area comprises of 20 ha moderately dense forest and 1 ha open forest as per DSS. State Govt. is therefore to conduct site inspection of the identified CA area by an Officer not below the rank of Conservator of Forest and report to be submitted mentioning vegetation and forest cover density or else an alternate CA site is to be submitted along with SOI maps, site suitability certificate, GPS-coordinates, shape file etc.	The site visit by the concerned Official shall be done after the clearing of the approach road to the CA area which has been severely affected due to recent landslides.

Registered Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016, Tel.: 26560121 Fax: 011-26560039 Gram: 'NATGRID'

Save Energy for Benefit of Self and Nation



पावरग्रिड
POWERGRID

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पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम)

POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

132 KV Haflong Substation, Lungkhok, Haflong, Assam-788820

This is submitted for favor of your kind information & onward submission to Nodal Officer, FC Act, Assam for expediting the forest diversion of the project.

Thanking You.

Yours faithfully

(B. K Paul)

Ch. Manager, POWERGRID
Haflong.

Annexure-II

Comparative Statement of Three Alternate Routes for Diversion of 132 kV S/C Haflong-Jiribam Transmission of POWERGRID in the section between Tower Location No.: 123 to 136 A for facilitating construction of Nh-54 in Borail Wildlife Sanctuary under Cachar District.

Sl. No.:	Item Description	Route Alignment-I	Route Alignment-II	Route Alignment-III
1	Route Length	4.082 KM	3.375 KM	4.667 KM
2	Terrain Description	Hilly	Hilly	Hilly
3	No. of Angle Tower	14 No	11 No	21 No
4	Environmental Details			
4.i	Villages in Alignment	3 Villages	3 Villages	3 Villages
4.ii	No. of House in Row	2 No	0	11 No
4.iii	Tree/Crops & its extent of Damage	95 % of line will pass through forest area.	93 % of line will pass through forest area. One span of line will pass above NH-54	98 % of line will pass through forest area.
5	Forest Involvement			
5.i	Forest Area in KM	11.02 sq KM	9.22 sq KM	12.60 sq KM
5.ii	Type of Flora & Fauna	Flora: The forest has a typical layered structure and the major emergent species are Tetrameles nudiflora, Alanthus grandis and Aitingia excelsa. Fauna: Chinese pangolin, Flying fox, Slow loris, Stump-tailed macaque, Assamese macaque, Rhesus macaque, Capped langur	Flora: The forest has a typical layered structure and the major emergent species are Tetrameles nudiflora, Alanthus grandis and Aitingia excelsa. Fauna: Chinese pangolin, Flying fox, Slow loris, Stump-tailed macaque, Assamese macaque, Rhesus macaque, Capped langur	Flora: The forest has a typical layered structure and the major emergent species are Tetrameles nudiflora, Alanthus grandis and Aitingia excelsa. Fauna: Chinese pangolin, Flying fox, Slow loris, Stump-tailed macaque, Assamese macaque, Rhesus macaque, Capped langur
5.iii	Forest Type	Open Forest	Open Forest	Open Forest
5.iv	Endangered Species	Nil	Nil	Nil
6	Compensation Cost	High due to involvement of more forest area in Row and longer line length	Low due to involvement of less forest area & less route length.	High due to involvement of more forest area, houses in Row, Railway infrastructure and longer line length
7	Overall Remarks	Technically & economically less feasible route in view of involvement of more forest area and higher route length.	Technically & Economically most feasible route in view of involvement of less forest area & less route length.	Technically & economically less feasible route in view of involvement of more forest area and higher route length.

For & on Behalf of POWERGRID

(B. K Paul)
Chief Manager, POWERGRID
Haflong



मेघालय MEGHALAYA

AGREEMENT

117368

THIS AGREEMENT made on this 30th day of March 2019 at Shillong between **National Highways & Infrastructure Development Corporation Limited**, having its Registered Office at 3rd Floor, PTI Building, 4-Parliamentary Street, New Delhi – 110001, herein referred to as “NHIDCL” through Sh. Bipin Kumar Chand which expression shall include its administrators, successors, executors and permitted assigns) of the one part and **Power Grid Corporation of India Limited**, a Company incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 (hereinafter referred to as “POWERGRID” through Sh. Binay Kandehandary or Owner which expression shall include its administrators, successors, executors and permitted assigns) of the other part. POWERGRID and NHIDCL shall be collectively known as “Parties”.

WHEREAS, NHIDCL has requested POWERGRID for allowing execution of “**DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL**”.

And whereas POWERGRID has consented to allow NHIDCL to take-up the “**DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL**” on behalf of POWERGRID on terms and conditions stipulated herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

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

B

Binay Kandehandary

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1.0 DEFINITIONS:-

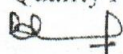
- 1.1 "Agreement" means the agreement herein containing the Terms & Conditions set forth & agreed therein, including all other documents expressly annexed thereto or incorporated therein.
- 1.2 "Work" shall be "DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL".
- 1.3 "Engineer" shall mean the officer nominated by the Owner in writing to act as coordinator for this work.
- 1.4 "Project Manager" shall mean the officer nominated by POWERGRID in writing who shall be responsible for coordination with the Owner for all activities concerning the Subject work.
- 1.5 "Equipment/Material" shall mean the equipment/material utilized for this work.
- 1.6 Words singular shall include the plural and vice versa, where the contexts so desire.
- 1.7 Owner shall mean Power Grid Corporation of India Ltd. (owner of the transmission line).

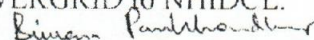
2.0 SCOPE OF SERVICES:

The scope of services to be provided by either parties for "DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL". shall be as under subject to specific exclusions as brought out in clause No. 2.0 hereinafter:

NHIDCL's scope:

- (a) Detailed Survey based on Route Alignment finalized by POWERGRID, Foundation Works & Erection of Towers, stringing of the re-aligned section including supply of the requisite transmission line materials (viz. Towers, Conductors, Hardware Fittings, Insulators etc.), de-stringing of conductors & Earthwire from the abandoned section of existing line & dismantling of existing towers & transportation to POWERGRID store as per Cl. No. 13 is included in the scope of the work.
- (b) Project Management & site management, planning & mobilization at site, coordination with various agencies viz. suppliers & construction agencies etc. for timely completion of the work, arrangement of adequate storage of materials at site etc. shall be in the scope of NHIDCL.
- (c) All associated transmission line towers, conductors, insulators, line materials, hardware & fittings etc. shall be procured by NHIDCL from POWERGRID's approved vendors/ sources only with valid Manufacturers Quality Plan for relevant transmission line materials. List of such vendors shall be made available by POWERGRID to NHIDCL.
- (d) All constructional activities at site shall be carried out as per POWERGRID's Field Quality Plan under supervision of POWERGRID officials. Standard Field Quality Plan shall be made available by POWERGRID to NHIDCL.





3.0 ESTIMATED SUPERVISION COST FOR OF "DIVERSION WORK OF 132KV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL".

The estimated supervision charges is as hereunder (Details enclosed at Annexure)

S/N	Details	Amount
i	POWERGRID Supervision charges	₹ 2,67,76,686.00
ii	GST* @18% on Supervision Charges	₹ 48,19,803.00
	Total	₹ 3,15,96,489.00

*The GST rate is tentative which may change as per Government Notification from time to time.

The above estimated Supervision charges thereof amounting to total ₹ 2,67,76,686.00 & applicable taxes & duties shall be paid by NHIDCL in line with terms of payment as brought out at para 5.0.

Further, expenditure on deployment of ERS is not included in the above estimate & in case the same is necessitated, the same shall be guided by clause No. 8.2 of this agreement.

The procurement as well as execution shall be done by NHIDCL strictly as per POWERGRID's procedures & specifications {refer Cl. 2.0(c) & 2.0(d)}.

On completion of the work, all dismantled materials shall be dealt with in line Clause No. 13.

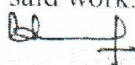
4.0 TAXES, DUTIES & STATUTORY COMPLIANCES:

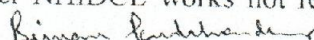
All applicable statutory Taxes/Duties & levies(including any variation thereof) as may be applicable from time to time shall be payable extra by NHIDCL at actual.

5.0 TERMS OF PAYMENT :

5.1 NHIDCL shall deposit in advance the supervision charges along with applicable taxes & duties on estimated cost amounting to Rs. 2,67,76,686.00 on demand of POWERGRID as estimated supervision charges for the said work. Subsequently any additional amount of supervision charges calculated by POWERGRID during intervening period of executions shall also be deposited by NHIDCL within 15 days of raising of invoice by POWERGRID. After execution of the work, the deposited amount shall be adjusted with the payments reconciliation statement of the said works upon completion along with ERS, outage charges etc. as applicable. In case of excess payment by NHIDCL, the balance amount will be refunded to NHIDCL after adjustment of the paid tax as applicable.

5.2 That in no case, the expenditure on this work shall be met through POWERGRID's fund. All expenses shall be made by NHIDCL for the said diversion works. POWERGRID will not divert the supervision amount without prior consent of NHIDCL to meet any other NHIDCL works not related to the said work.





5.3 NHIDCL shall carry out the work as per the estimate provided by the POWERGRID. NHIDCL shall make payment to their EPC Contractor based on the certification of POWERGRID. For this purpose EPC Contractor shall raise the invoice in favor of NHIDCL. However, at the time of account closing, POWERGRID shall verify/ vet the material consumption statement/ certificates submitted by EPC Contractor of NHIDCL as applicable.

5.4 In addition to clause no. 5.1 above, NHIDCL shall also compensate POWERGRID towards loss of availability based incentive and O&M charges due to increase in line length for balance period of life of transmission line as per actual. These charges shall be over and above consultancy fee as per clause no 5.1 for which invoicing to be made by POWERGRID in its GSTIN along with applicable GST which is presently 18%.

6.0 **COMPLETION PERIOD:** The work shall be completed within 08 months months from the effective date of the agreement.

7.0 **EFFECTIVE DATE & CONTRACT PERIOD:**

The effective date for "DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISSION LINE OF POWERGRID IN THE SECTION BETWEEN TOWER LOCATION NO. 104 TO LOCATION NO. 164 FOR FACILITATING CONSTRUCTION OF NATIONAL HIGHWAY-54 UNDERTAKEN BY NHIDCL" shall be on Signing of Agreement or Receipt of supervision charges- whichever occurs later.

8.0 **GENERAL TERMS AND CONDITIONS:**

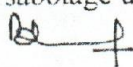
8.1 A joint survey shall be undertaken by officials of NHIDCL & POWERGRID for identifying all the missing / damaged materials in the section where the work is to be executed including any specific constraint/ requirement etc.

8.2 In case, ERS deployment is required for this purpose, POWERGRID shall provide the ERS system for use in the line. In case, it is to be provided by POWERGRID, charges on ERS (if sparable), its hiring, transportation, deployment & all other expenditure/charges necessary for ERS erection plus POWERGRID Consultancy charges thereof @ 15% along with applicable Taxes & Duties shall also be charged extra to NHIDCL.

8.3 NHIDCL shall request POWERGRID for arranging planned shutdown of the Transmission line as and when required.

8.4 Any delay due to limitation imposed on shut down duration by RLDC or any Statutory Body will not be responsibility of POWERGRID. This will be treated as reasons beyond the control of POWERGRID.

8.5 NHIDCL will lodge FIR with the concerned police station in case of theft or any sabotage upon identification of such incident.



Biman Pandey

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8.6 The Owner (POWERGRID) shall grant NHIDCL or its authorized representatives, access to and possession of the site after effectiveness of this Agreement.

8.7 NHIDCL shall be responsible for all statutory approvals related to taking up the work & co-ordination with all Government / Statutory authorities, whenever required.

8.8 To ensure proper co-ordination between POWERGRID and NHIDCL for carrying out the works under the scope of this Agreement, both NHIDCL and POWERGRID shall nominate their respective Project Managers who shall be the focal point for all matters relating to this Agreement.

8.9 NHIDCL shall ensure that all safety precautions/ arrangements for man & material engaged during the work are taken. Any risk arising out of laxity in safety provisions shall be the responsibility of NHIDCL. POWERGRID officials shall have right to access all activities during implementation of the work.

8.10 Compliance with all statutory requirements involving requisite insurances for workmen & material deployed for the work including any third party shall be in the scope of NHIDCL.

9.0 PAYMENT TO AGENCIES OTHER THAN POWERGRID BY NHIDCL:

The following payments (as warranted) shall be made by NHIDCL:

9.1 All payments to contractors/ sub contractors/ working agencies engaged by NHIDCL for the diversion work.

Payment to Govt. Agencies such as Electrical Inspector etc. & compensation payable to third parties.

9.2 Payment to land Owners for crop compensation and lease amount to forest Deptt.

9.3 Payment to tree/ land Owners etc.

9.4 Payments for permits/licenses as may be required by local authorities.

9.5 Payment liabilities arising out of litigation between NHIDCL and third parties.

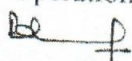
9.6 Payment for RLDC Charges / RPC charges, if any.

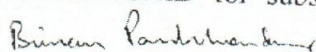
9.7 Payment to Railways towards blockage of Railway line / lease rent, etc, as may be required.

9.8 Any other payment related to third party.

10.0 TAKING OVER BY THE OWNER:

After completion of the work, NHIDCL shall intimate about the same to authorized POWERGRID officials in writing, who after satisfying with all requirements & after testing etc., will issue Taking Over Certificate. All requisite drawings/ documents shall be handed over to POWERGRID for subsequent Operation & Maintenance purpose at a later stage.





11.0 FORCE MAJEURE:

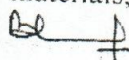
- 11.1(a) If either party is temporarily unable by reason of force majeure (a condition which is beyond the control of POWERGRID or NHIDCL as the case may be but not limited to natural phenomena including floods, earthquake, droughts, epidemics, acts of any Government, domestic or foreign, war, declared or undeclared, quarantines, embargo, hostilities, revolutions, riots, civil commotion, strike, terrorism etc.) or the laws or regulations of India to meet any of its obligations under this Agreement and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- (b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause 11.1(a) above or delays arising from such event.
- (c) If by virtue of clause 11.1(a) above, either party shall be excused from the performance or punctual performance of any obligation for a continuous period of 1(One) month then the parties shall consult together with a view to agreeing what action should in the circumstances, be taken and what amendments to the terms of this Agreement ought to be made.
- (d) The term "Force Majeure" as employed herein shall mean acts of God, acts of public enemy, wars, blockades, insurrection, terrorism, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion, change in river course and any other similar events beyond the control of either party and which by exercise of due diligence neither party is able to overcome.
- 11.2 POWERGRID or Owner shall not be liable for any delays in performing its obligation resulting from force majeure causes as referred to and/or defined herein above. Should one or both parties be prevented from fulfilling their obligations by state of force majeure lasting for a period of one months, the both parties shall consult each other and decide as to further course of action.

12.0 TERMINATION OF AGREEMENT:

- 12.1 In the event, when parties mutually agree to terminate the Agreement, on account of Force Majeure reasons, the termination shall take effect from the date and time to be agreed upon mutually.

13.0 SCRAP/SALVAGE:

The tower members of existing transmission line of POWERGRID are tack welded; the removal of tower members will lead to damage of tower parts and cannot be re-used. Also, T&P items utilized is unsafe for re issue without testing/replacement. Similarly, conductor, earth wire & hardware etc. dismantled cannot be reused. The dismantled materials & used T&P scrap items shall be the property of NHIDCL and shall be taken over by NHIDCL on as and where is basis. However, in case NHIDCL is not willing to take back the dismantled materials, the same will be treated as scrap and salvage value of the dismantled



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materials upon disposal shall be credited to NHIDCL by POWERGRID after adjustment of GST as applicable as per law. NHIDCL shall in such case transport the dismantled items to POWERGRID designated stores for disposal.

14.0 SETTLEMENT OF DISPUTE & ARBITRATION:

14.1 This Agreement shall be governed by and construed in accordance with the laws of India.

14.2 Any dispute(s) or differences(s) arising out of or in connection with this contract shall, to the extent possible, be settled amicably between the Parties.

14.3 In case of non settlement of dispute or difference amicably between the parties, the matter shall be settled by the following manner:

"In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contracts between Central Public Sector Enterprises(CPSEs)/ Port Trust inter se and also between CPSEs and Government Department/ Organizations(excluding disputes concerning Railways, Income Tax, Customs & Excise Department), such dispute of difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018 .

14.4 The place of Arbitration shall be New Delhi or any other place mutually agreed by the parties.

15.0 THIRD PARTY DISPUTE:

If any litigation/arbitration cases crop up due to the various contract orders placed by NHIDCL during the currency of this Agreement, NHIDCL shall resolve the same. NHIDCL shall provide necessary details, if required to POWERGRID. Cost of such litigation/arbitration and liability arising out of the award thereof, if any, shall be borne by NHIDCL.

15.0 JURISDICTION :

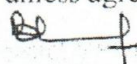
All disputes arising out of and touching or relating to the subject matter of contract shall be subject to the jurisdiction of Courts at New Delhi.

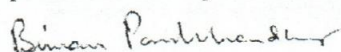
16.0 AMENDMENT :

This Agreement 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 document.

17.0 NOTICE OF DEFAULT :

Notice of default given by either party to the other party under this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto is delivered against acknowledgement due, addressed to the signatories to this Agreement and given a period of 30 days to cure the same unless agreed otherwise especially by parties.





18.0 CORRESPONDENCE :

- 18.1 All communications from NHIDCL to POWERGRID shall be addressed to the Project Manager nominated by POWERGRID in writing for the purpose of this work.
- 18.2 All communications from POWERGRID to NHIDCL shall be addressed to the Project Manager nominated by NHIDCL in writing for the purpose of this work

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



Bimam Pambhondh
S. GM (BDD/Consulting)
For and on behalf of

[Signature]
For and on behalf of
NHIDCL
Shillong

Power Grid Corporation of India Limited

National Highways & Infrastructure
Development Corporation Limited

WITNESS:

1. *[Signature]*
(D Bhosmick)
Key. Mgr (BDD/Consulting)

2. *Gonesh Da*
Chief Manager (TL)

WITNESS :

1. *Sumit Kumar*
Manager (P) *[Signature]*
BO-Shillong
NHIDCL

- Famukh Khan,*
2. *SS, NHIDCL*
BO-Shillong *[Signature]*