GOVERNMENT OF ASSAM ENVIRONMENT AND FOREST DEPARTMENT <u>DISPUR, GUWAHATI-6</u>

No.F	FRS.60/2022/146	Dated Dispur, the 20th August, 2022
Jo		The Inspector General of Forest (Central), Government of India, Ministry of Environment, Forest & Climate Change, Integrated Regional Office, 4 th 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 136A) of 132 KV S/C Haflong-Jiribarn Transmission Line in Borail Wildlife Sanctuary (East Block) under Cachar Division in favour of Power Grid Corporation of India Ltd.
Ref		Govt. of India Letter F. No. 3 AS C 096/2022-GHY/2724-2725, Dated 19.07.2022.

Sir,

In inviting a reference to your 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	Information Provided
3 AS C 096/2022- GHY/2724-2725 dated 19.7.2022	
Condition No.1	As per "The Gazette of India" extraordinary Part-II, Section 1 dated 02.04.1993 (Annexure- I) the power transmission system and the right, title and interest of the three companies (NTPC Ltd., NHPC Ltd. & NEEPCO Ltd.) in relation to its power transmission system have been transferred to and vested in the Power Grid Corporation of India Ltd.
Condition No.2	The User Agency (PGCIL) vide letter No. NEHFC/2022-23/TL-23/279 dated 28.7.2022 (Annexure- II) has stated that the Power Grid and NHIDCL signed agreement on 30.03.2019 for "Diversion of 132KV Haflong- Jiribam Transmission line to facilitate the construction of 4 laning of NH-54 undertaken by NHIDCL".
	As per the agreement, NHIDCL is the executing agency against diversion of 132 KV Haflong-Jirbam Transmission line owned by Power Grid and also responsible for all associated works and statutory clearances.
	The User Agency also clarified that NHIDCL has already obtained the "Final Approval" of forest clearance in March/2018 for their Four laning of NH-54 vide letter No. 8-32/2013-FC/4567-68 dated 15.03.2018 (Annexure- III) and as some section of the existing 132KV Transmission line is within the NHIDCL's Road corridor of NH-54, NHIDCL requested for diversion/shifting of the section of "existing Transmission Line" from its existing position for facilitating construction of NH-54.
	Further, the User Agency has also informed that the shifting of the transmission line requires diversion of forest area again by Power Grid and it was necessitated due to widening NH-54 by NHIDCL, therefore, an internal agreement had been reached between Power Grid & NHIDCL that the entire process of forest diversion till final clearance will be facilitated by NHIDCL



Condition No.3	The User Agency (PGCIL) vide letter No. NEHFC/2022-23/TL-23/279 dated 28.7.2022 (Annexure- II) has stated that the total length of the proposed transmission line under diversion is 13.5 KM from tower location No. 104 to 164. Out of which 3.416 KM (tower location No. 123 to 136A) is in the forest land and remaining 10.084 KM (tower location No. 104 to 122 & 137 to 164) is in the revenue land.
Condition No.4	The Site Inspection report of the proposed Compensatory Afforestation site along with photographs and GPS coordinates submitted by the Chief Conservator of Forests, Southern Assam Circle, Silchar has already been submitted vide this Department's letter No. FRS.60/2022/111 dated 28.07.2022 (Annexure-IV)

Yours faithfully,

lulo 20/22/27

(I. Kalita, ACS) Addl. Secretary to the Govt. of Assam Environment and Forest Department

Memo No.FRS.60/2022/146-A Copy to:

Enclo: As stated above.

Dated Dispur, the 20th August, 2022

The Principal Chief Conservator of Forests & HoFF, Assam, Panjabari, Guwahati-37.

(I. Kalita, ACS) Addl. Secretary to the Govt. of Assam Environment and Forest Department



षताधारण EXTRAORDINARY माग Il---खण्ड 1 PART II---Section 1 प्राधिकार से प्रकागित PUBLISHED BY AUTHORITY

सं॰ 47] नई दिल्ली, गुक्रवार, मप्रेंस 2, 1993/चंब 12, 1915 No. 47] NEW DELHI, FRIDAY, APRIL 2, 1993/CHAITRA 12, 1915

इस मांग में भिन्न पृष्ठ संख्या दी जाती है जितसे कि यह प्रलग संकलन के रूप में रखा जा सके। Separate paging is given to this Part in order that it may be fired as a separate compilation.

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS

(Legislative Department)

New Delhi, the 2nd April, 1993/Chaitra 12, 1915 (Saka)

The following Act of Parliament received the assent of the President on the 2nd April, 1993, and is hereby published for general information:—

THE NATIONAL THERMAL POWER CORPORATION LIMITED, THE NATIONAL HYDROELECTRIC POWER CORPORATION LIMITED AND THE NORTH-EASTERN ELECTRIC POWER CORPORATION LIMITED (ACQUISI-TION AND TRANSFER OF POWER TRANSMISSION SYS-TEMS) ACT, 1993

No. 24 OF 1993

[2nd April, 1993.]

An Act to provide in the public intrest for the acquisition and transfer of the power transmission systems of the three companies and the right, title and interest of those companies in the power transmission system situated in different parts of India, with a view to developing the National Power Grid to ensure transmission of power, within and across the different regions of India, on a more scientific, efficient and economic basis and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Forty-fourth Year of the Republic of India as follows:-

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the National Thermal Power Corporation Limited, the National Hydroelectric Power Corporation Limited and the North-Eastern Electric Power Corporation Limited (Acquisition and Transfer of Power Transmission Systems) Act, 1993. Short title, extent and commencement

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THE GAZETTE OF INDIA EXTRAORDINARY

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1 of 1956.

54 of 1948.

1 of 1956.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

(3) The provisions of sections 8 to 11 and sections 13 to 16 shall be deemed to have come into force on the 8th day of January, 1993 and the remaining provisions of this Act shall be deemed to have come into force on the 1st day of April, 1992 and any reference to the commencement of this Act in any provision of this Act shall be construed as a reference to the commencement of this mencement of that provision.

2. In this Act, unless the context otherwise requires,-

(a) "appointed day" means the 1st day of April, 1992;

(b) "associated personnel" means the employees of each of the three companies associated with its power transmission system;

(c) "Corporation" means the Power Grid Corporation of India Limited being a company within the meaning of the Companies Act, 1956 and having its registered office at Hemkunt Chambers, 89, Nehru Place, New Delhi-110019;

(d) "notification" means a notification published in the Official Gazette;

(e) "power transmission system", in relation to each company specified in the First Schedule, means the main transmission lines [including extra high voltage alternative current (EHVAC) lines and high voltage direct current (HVDC) lines] and sub-stations owned by each such company;

(f) "prescribed" means prescribed by rules made under this Act:

(g) "three companies" means the companies specified in the First Schedule;

(h) words and expressions used herein and not defined but defined in the Electricity (Supply) Act, 1948 or, as the case may be, the Companies Act, 1956 shall have the meanings, respectively, assigned to them in those Acts.

CHAPTER II

ACQUISITION AND TRANSFER OF POWER TRANSMISSION SYSTEM

3. (1) On the appointed day, the power transmission system and the right, title and interest of each of the three companies in relation to its power transmission system shall, by virtue of this Act; be deemed to have been transferred to, and vested in, the Central Government.

(2) The power transmission systems vested in the Central Government by virtue of sub-section (1) shall, immediately after they had so vested, be deemed to have been transferred to, and vested in, the Corporation.

4. (1) The power transmission system shall be deemed to include all assets, rights, leaseholds, powers, authorities and privileges and all property, movable and immovable, relating to such system including lands, buildings, workshops, projects (whether complete or at one state

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sition of rights of three companies in relation to the power transmission systems.

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General effect of vesting.

THE GAZETTE OF INDIA EXTRAORDINARY

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equipment, construction equipment, unutilised long-term and short-term loans and all other rights and interests in, or arising out of, such property as were, immediately before the appointed day, in the ownership, possession, power or control of the three companies and all books of account, registers and all other documents of whatever nature relating thereto but shall be deemed not to include—

(a) book debts due to the three companies, immediately before the appointed day;

(b) cash balances and bank balances as on the appointed day;

(c) income and expenditure on revenue account relating to any period before the appointed day.

Explanation—For the removal of doubts, it is hereby declared that rights in relation to the power transmission system of each of the three companies which have been transferred to, and vested in, the Corporation under sub-section (2) of section 3 and this sub-section shall include the right to collect transmission charges for transmission of power and any monies collected on or after the appointed day by any of the three companies as transmission charges (whether shown separately or not) shall be payable by such company to the Corporation.

(2) Unless otherwise expressly provided by this Act, all deeds, bonds, guarantees (other than guarantees given by the Government of India), agreements, powers of attorney, grants of legal representation and other instruments of whatever nature in relation to the power transmission system of each of the three companies, subsisting or having effect immediately before the appointed day, and to which each of the three companies is a party or which are in favour of any of the said companies shall be of as full force and effect against or in favour of the Corporation and may be enforced or acted upon as fully and effectually as if in the place of the concerned company, the Corporation had been a party thereto or as if they had been issued in favour of the Corporation.

(3) If, on the 8th day of January, 1993 any suit, appeal or other proceeding of whatever nature, in relation to any property or assets which have been transferred to, and vested in, the Corporation under sub-section (2) of section 3, instituted or preferred by or against any of the three companies was pending, the same shall not abate, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the power transmission system of that company or of anything contained in this Act, but the suit, appeal or other proceeding may be continued, prosecuted or enforced, subject to the provisions of subsection (1) of section 5, by or against the Corporation.

5. (1) Subject to the provisions of sub-section (2), every liability of each of the three companies in relation to its power transmission system, in respect of any period prior to the appointed day, which has been transferred to, and vested in, the Corporation under sub-section (2) of section. 3, shall be the liability of the Corporation and shall be enforceable against the Corporation and not against the company:

Corpo. ration to be liable for certain prior liabilities Var Var Che

Provided that nothing contained in this sub-section shall apply to-

(a) the income and expenditure on revenue account relating to any period before the appointed day and received or, as the case may

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THE GAZETTE OF INDIA ENTRAORDINARY

be, incurred by any of the three companies on or after the appointed day;

(b) arrears of depreciation, regarding contingent liabilities on capital account relating to any period before the appointed day, arising on account of the decision of any court, tribunal or other authority.

(2) Where any repayment of a loan or interest, or both, has been made, on or after the appointed day, by any of the three companies to any lending agency, such repayment shall be deemed to have been made by the Corporation and the amount of such repayment shall be reimbursed by the Corporation to the concerned company on adjustment of transmission charges or any other amount due to the Corporation from the concerned company.

6. (1) Where any property is held by any of the three companies in relation to its power transmission system under any lease or right of tenancy, the Corporation shall on and from the appointed day, be deemed to have become the lessee or tenant, as the case may be, in respect of such property as if the lease or tenancy in relation to such property had been granted to the Corporation and thereupon all the rights under such lease or tenancy shall be deemed to have been transferred to, and vested in, the Corporation.

(2) On the expiry of the term of any lease or tenancy referred to in sub-section (1), such lease or tenancy shall, if so desired by the Corporation, be renewed on the same terms and conditions on which the lease or tenancy was held by any of the three companies immediately before the appointed day.

7. (1) For the removal of doubts, it is hereby declared that the provisions of sections 3. 4. 5 and 6 shall apply to the extent to which any property appertains to the business relating to the power transmission system carried on by the three companies and to the rights and powers acquired, and to debts, liabilities and obligations incurred, and to contracts, agreements and other instruments made by any of the three companies and to legal proceedings relating to those matters pending in any court, tribunal or other authority in India.

(2) If any question arises as to whether any property appertained, on the appointed day, to any business of any of the three companies in relation to its power transmission system, or whether any rights, powers, debts, liabilities or obligations were acquired or incurred or any contract, agreement or other instrument was made by any of the three companies for the purposes of its said business, or whether any document relates to those purposes, the question shall be referred to the Central Government which shall, after giving a reasonable opportunity of being heard to the persons interested in the matter, decide it in such manner as it may think fit.

8. (1) For the transfer to, and vesting in. the Central Government under sections 3 and 4. of the power transmission system and the right title and interest of each of the three companies in relation to its power transmission system; there shall be paid, in the prescribed manner, by the Central Government to each of the three companies such amount as is equal to the book value of all the assets and properties after deduction of liabilities (other than contingent liabilities) given in the audited

want has web but where all out

Corpo. ration to be lessee or tenant.

Removal of doubts,

Payn. nt of amount

statement of accounts of each of the three companies as on the 31st day of March, 1992.

(2) For the transfer to, and vesting in, the Corporation under subsection (2) of section 3 of the power transmission system and the right. title and interest of each of the three companies in relation to its power transmission system, there shall be paid, in the prescribed manner, by the Corporation to the Central Government, the amount which is paid by that Government to the three companies under sub-section (1).

(3) In case of any dispute relating to the nature of any asset, property or liability or the amount payable under sub-section (1), the dispute shall be referred by the Central Government to such authority as it may appoint and the decision of that authority in the matter shall be final.

CHAPTER III

DELIVERY OF ASSETS. ETC., TO THE CORPORATION

9. (1) Any person who has, on the date of commencement of this Act, in his possession or under his control, any assets, books and any other documents relating to the power transmission system which has been transferred to, and vested in, the Corporation under sub-section (2) of section 3, shall be liable to account for the said assets, books and documents to the Corporation and shall deliver them up to the Corporation or to such person or persons as the Corporation may specify in this behalf.

Duty of persons to account for assets, etc., in their possession.

Then

(2) The Corporation may take or cause to be taken all necessary steps for securing possession of the power transmission system which has been transferred to, and vested in, the Corporation under this Act.

(3) Each of the three companies shall, within such period as the Corporation may allow in this behalf, furnish to the Corporation a complete inventory of all its property and assets as on the appointed day pertained to its power transmission system which has been transferred to, and vested in, the Corporation under sub-section (2) of section 3.

CHAPTER IV

PROVISIONS RELATING TO ASSOCIATED PERSONNEL

10. (1) On the vesting of the power transmission system of the three companies in the Corporation, the associated personnel who have been, immediately on or before the appointed day, employed in any of the three companies and have not already become employees of the Corporation shall become, on and from the date of commencement of this Act, employees of the Corporation and shall hold office or service under the Corporation on the terms and conditions which are not in any way less favourable than those which would have been admissible to them if there had been no such vesting and shall continue to do so unless and until their employment under the Corporation is duly terminated or until their remuneration and other conditions of service are duly altered by the Corporation.

14 of 1947.

(2) Notwithstanding anything contained in the Industrial Disputes Act, 1947, or any other law for the time being in force, the transfer of the services of the associated personnel to the Corporation. shall not entitle such personnel to any compensation under this Act or any other law for the time being in force and no such claim shall be entertained by any court, tribunat or other authority.

Continuance of associated personnel

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THE GAZETTE OF INDIA EXTRAORDINARY

Provident fund and other funds. 11. (1) Where any of the three companies has established a provident fund or any other fund for the benefit of the persons employed by 3. The monies relatable to the associated personnel who have already become employees of the Corporation or whose services have become transferred under this Act to the Corporation shall, out of the monies standing, on the date of transfer of the associated personnel, to the credit of such provident fund or other fund, stand transferred to, and vest in, the Corporation.

(2) The monies which stand transferred under sub-section (1) to the Corporation shall be dealt with by the Corporation in such manner as may be prescribed.

CHAPTER V

MISCELLANEOUS

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Penal

Offence

ties.

12. The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law, other than this Act, or in any decree or order of any court, tribunal or other authority.

13. Any person who,-

(a) having in his possession, custody or control any property forming part of the power transmission system of any of the three companies wrongfully withholds such property from the Corpora-

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tion; or (b) wrongfully obtains possession of, or retains, any property forming part of the power transmission system of any of the three companies; or

(c) wilfully withholds or fails to furnish to the Corporation or any person or body of persons specified by the Corporation, any document or inventory relating to the power transmission system of any of the three companies, which may be in his possession, custody or control; or

(d) fails to deliver to the Corporation or any person or body of persons specified by that Corporation, any assets, books of amount, registers or other documents in his possession, custody or control relating to the power transmission system of any of the three com-

shall be punishable with imprisonment for a term which may extend to

two years and also with fine which may extend to ten thousand rupees. 14. (1) Where an offence punishable under this Act has been committed by a company, every person who, at the time the offence was committed, was in charge of and was responsible to, the company for the conduct of the business of the company, as well as the company. shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment, if he proves that the officence was committed without his knowledge and that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it

THE GAZETTE OF INDIA EXTRAORDINARY

is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation,-For the purposes of this section,-

SEC- 1]-

(a) "company" means any body corporate and includes a firm or other association of individuals; and

(b) "director", in relation to a firm, means a partner in the firm.

15. No suit, prosecution or other legal proceeding shall lie against the Central Government or the Corporation or any of the three companies or any officer of that Government, Corporation or company or any other person authorised by that Government, Corporation or company for anything which is in good faith done or intended to be done under this Act.

16 (1) The Central Government may, by notification, make rules for carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:-

(a) the manner in which the amount is to be paid under subsection (1) or sub-section (2) of section 8;

(b) the manner in which the monies in any provident fund or other fund, referred to in sub-section (2) of section 11, shall be dealt with:

(c) any other matter which is required to be, or may be, prescribed.

(3) Every rule made by the Central Government under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect. as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

17. (1) The National Thermal Power Corporation Limited, the National Hydroelectric Power Corporation Limited and the North-Eastern Electric Power Corporation Limited (Acquisition and Transfer of Power Transmission Systems) Ordinance, 1993 is hereby repealed. Repeal and saving.

(2) Notwithstanding such repeal, anything done or any action taken under the said Ordinance, shall be deemed to have been done or taken under the corresponding provisions of this Act.

Ord. 10 of 1993. Protection of action taken in good faith.

Power to make rules.

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THE GAZETTE OF INDIA EXTRAORDINARY [PART II-Sec. 1]

THE SCHEDULE

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[See section 2 (e) and (g)]

NAMES OF COMPANIES

1. The National Thermal Power Corporation Limited, a company incorporated and registered under the Companies Act, 1956 having its registered office in Core No. 7, SCOPE Complex, Lodhi Road, New Delhi-110 003.

2. The National Hydroelectric Power Corporation Limited, a company incorporated and registered under the Companies Act, 1956 having its registered office at Hemkunt Tower, 98, Nehru Place, New Delhi-110 019.

3. The North-Eastern Electric Power Corporation Limited, a company incorporated and registered under the Companies Act, 1956 having its registered office at Kharmalki Road, Shillong-793001.

> K. L. MOHANPURIA, Secy. to the Gott. of India.

PRINTED BY THE MANAGER, GOVERNMENT OF INDIA PRESS, MINTO ROAD, NEW DELHI AND PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI, 1993



GOVT. OF ASSAM OFFICE OF THE DIVISIONAL FOREST OFFICER ::: CACHAR DIVISION ::: SILCHAR.

Letter No. A/35/Power Grid/ 1532 - 35 To,

Dtd. Silchar, the 02.8.22

 The Chief Conservator of Forests & Nodal Officer (F.C. Act.) Assam,
O/o the Principal Chief Conservator of Forests & Head of Forest Force, Assam,
Panjabari, Guwahati-37.

Sub-

Forest Diversion proposal for 9.23 Ha Forest land for 11 nos. of 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- Letter No. FG.27/FCA/Proposal/Power Grid/Cachar Division Dt. 25-07-2022.

Sir,

With reference to the subject cited above, I have the honour to submit herewith the point wise information/documents as sought for as under –

SI.	Observations	Compliance
No.		
1	To clarify how the land involved in "existing transmission line" was taken by PGCIL in 1991 from NEEPCO without Central Govt. permission for change in user agency	Attached herewith "The Gazette of India" extraordinary Part II, SECTION 1, dtd. New Delhi Friday, April 2, 1993 that refers the acquisition and transfer of the Power Transmission System of Govt., owned companies NTPC Ltd, NHPC Ltd & NEEPCO Ltd with a view to developing the National POWERGRID. As such with all transmission system of these companies (NTPC, NHPC, NEEPCO Ltd), Power Grid Corporation of India Limited has formed.
2	To justify how PGCIL signed an agreement with NHIDCL in 2019 to allow the NHIDCL for using the existing transmission line without the approval of Central Govt. as the legal status of the land is 'forest'	POWERGRID & NHIDCL signed agreement on 30-03- 2019 for "Diversion of 132 KV Haflong-Jiribam Transmission Line to facilitate the construction of 4- Laning of NH-54 undertaken by NHIDCL". As per the agreement, NHIDCL is the executing agency against Diversion of 132 KV Haflong-Jiribam Transmission Line owned by POWERGRID and also responsible for all associated works & statutory clearances. In this regard, POWERGRID would like to clarify that NHIDCL has already obtained the final approval of forest clearance in March, 2018 for their four (4) Laning of NH-54 vide letter Ref. No. 8-32/2013-FC/4567-68 Dt. 15-03-2018 (copy enclosed) and as some section of the existing 132 KV Transmission line is within the NHIDCL's Road corridor of NH-54, NHIDCL requested for

		diversion/shifting of the section of "existing Transmission Line" from its existing position for facilitating construction of NH-54. Further, since the shifting of the transmission line requires diversion of Forest area again by POWERGRID and it was necessitated due to widening NH-54 by NHIDCL, therefore, an internal agreement has been reached between POWERGRID & NHIDCL that the entire process of forest diversion till final clearance will be facilitated by NHIDCL.
3	Clarification on the length of the proposed transmission line as it is mentioned as 13.5 Kms from tower location no. 104 to location 164 in the cost benefit analysis whereas the length of the proposed transmission line is passing through Borail Wildlife Sanctuary (East Block) is 3.416 Km	The total length of the proposed transmission line under diversion is 13.5 KM from tower location no. 104 to 164. Out of which 3.416 KM (tower location no. 123 to 136 (A) is in the forest land and remaining 10.084 KM (tower location no. 104 to 122 & 137 to 164) is in the revenue land.
4	To conduct the site inspection of the identified compensatory afforestation site by an officer not below the rank of CF as it comprises of 20 ha MDF and 01 ha Open Forest as per the DSS report and a report be submitted mentioning vegetation, forest density, photographs of inspected officer taken at the CA site or else an alternate CA site be submitted along with Sol maps, site suitability certificate, kml file etc.	Report of Compensatory Afforestation (CA) has been submitted by Chief Conservator of Forests, Southern Assam Circle, Silchar vide letter no. FGS.27/F.C. Act/DFL/Power Grid/BWLS(E) Dt. 13-07-2022.

This is for favour of your kind information and necessary action.

Yours faithfully,

Divisional Forest Officer, Cachar Division Silchar.

Copy to the Addl. Principal Chief Conservator of Forests(T) Lower Assam Zone, Indira Nagar, Basistha, Guwahati-29 for favour of kind information.

Copy to the Chief Conservator of Forests, Southern Assam Circle, Silchar for favour of kind information.

Divisional Forest Officer, Cachar Division : Silchar. Memo No. B/35/Power Grid/ 638/

Dtd. Silchar, the $\mathcal{O}\mathcal{Z}, \mathcal{B}, \mathcal{Z}\mathcal{Q}$

Copy to the Deputy General Manager, Power Grid Corporation of India Ltd. 132 KV Haflong Sub Station, Haflong, P.O.- Lower Haflong Dist. Dima Hasao for information.

Divisional Forest Officer, Cachar Division : Silchar.



पावरग्रिडकॉपोरेशनऑफइंडियालिमिटेड

(भारतसरकारकाउपक्रम) 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/ 279

Dated: 28.07.2022

To, The Divisional Forest Officer, Cachar, Silchar.

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 Borial Wildlife Sanctuary (East Block) under Cachar Division in favor of Power Grid Corporation of India Ltd.

Ref: Letter No.: 3 AS C 096/2022-GHY/2724-2725; Dtd: 19.07.2022.

Sir,

In ref. to subject cited above; the point wise submission against the observation made by Inspector General of Forest (C) via. aforementioned letter are as follows;

Sl. No.:	Observations	Compliance
1.	involved in "existing	Transmission line asset was handed over to POWERGRID vide Govt of India Gazette Notification dated 02 April 1993 (Copy Enclosed).

am

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



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

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

0		
2	To justify how PGCIL signed an agreement with NHIDCL in 2019 at allow the NHIDCL for using the "existing transmission line" without the approval of Central Govt. as the legal status of the land is "forest".	30.03.2019 for "Diversion of 132 kV Haflong-Jiribam Transmission Line to facilitate the construction of 4-Laning of NH-54 under taken by NHIDCL" As per the agreement, NHIDCL is the executing agency against Diversion of 132 kV Haflong-Jiribam TI
3	Clarification on the length of	Further, since the shifting of the transmission line requires diversion of Forest area again by POWERGRID and it was necessitated due to widening NH-54 by NHIDCL, therefore, an internal agreement has been reached between POWERGRID & NHIDCL that the entire process of forest diversion till final clearance will be facilitated by NHIDCL.
•	the proposed transmission line as it is mentioned as 13.5 kms from the tower location no. 104	The total length of the proposed transmission line under diversion is 13.5 KM from tower location No 104 to 164. Out of which 3.416 KM (tower location No123 to 136A)
	to location no. 164 in the cost benefit whereas the length of the proposed transmission line is passing through Borail Wildlife Sanctuary (East Block) is 3.416 km.	is in the forest land and remaining 10.084 KM (tower location No104 to 122 & 137 to 164) is in the revenue land.

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



पावरग्रिडकॉपोरेशनऑफइंडियालिमिटेड

(भारतसरकारकाउपक्रम)

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

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

4.	To conduct the site inspection	Report of Compensatory Afforestation (CA) has been
	of the identified compensatory	submitted by CCF, Silchar vide letter Ref. No.
	afforestation site by an officer	FGS.27/F.C.Act/DFL/Power Grid/BWLS(E) dtd.
	not below the rank of CF as it	13/07/2022 (Copy enclosed).
	comprises of 20 ha MDF and 01	
	ha Open Forest as per the DSS	
	report and a report be	
	submitted mentioning	
	vegetation, forest density,	
	photographs of inspected	
	officer taken at the CA site, or	
	else an alternate CA site be	
	submitted along with SoI maps,	
	site suitability certificate, kml	
1910	file etc.	

This is submitted for favor of kind information & necessary action please.

Thanking You.

Yours faithfully

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(B. K Paul) Chief Manager, POWERGRID, Haflong.

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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

GOVERNMENT OF INDEX MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGI SORTH LASTERN REGIONAL OFFICE LAW-U SIB, LUMBATNGEN SHILLONG 793021 PHONE NO: 0364-2537609 FAX NO: 0364-2536041 E mail: to.nez.shil@gmail.com

No. 8-32/2013-FC 4567-68

15th March. 2018

To

The Principal Sceretary, Environment & Forests Department, Government of Assam. Dispur, Guwahati.

Proposal for diversion of 83.777 ha of Borial Reserve Forest land for 4-lanning Sub: Balachera-Harangajao section from 244.00 KM to 275 KM of NH 54(E) in the State of Assam under East West Corridor Project in USF and Borail Wildlife Sanctuary.

Sir.

This has reference to the State Govt letter No. FRM.183/2008/145-dated-28.05.2012 on the subject mentioned above, seeking prior approval of the Central Government in accordance with Section 2 of the FCA, 1980.

After careful consideration of the proposal, In-Principle approval was granted vide this office letter of even number dated 02.09.2016 subject to fulfillment of certain conditions. The State Government has furnished compliance report in respect of the conditions stipulated in the In-Principle Approval and has requested the Central Government to grant final approval.

In this connection and on the basis of the compliance report furnished by the State Government letter No. FRM.183/2008/352 dated 10.01.2018 and confirmation of Ad-hoc CAMPA, New Delhi letter No 1-4/2014-CAMPA dated 01.03.2018, 'Final Approval' of the Central Government is hereby granted under Section-2 of the Forest (Conservation) Act. 1980 for diversion of 83.777 ha of Borial Reserve Forest land for 4-lanning Balachera-Harangajao section from 244.00 KM to 275 KM of NH 54(E) in the State of Assam under East West Corridor Project in USF and Borail Wildlife Sanctuary subject to the following conditions:

- (i) ' The legal status of the forest land shall remain unchanged.
- (ii) The compensatory afforestation shall be raised by the State Forest Department over an area of 170 ha (i.e. 74.9ha and 95.1ha) degraded forest land in Inner Line RF under Sadar Range, Cachar Division in compartment No 5 as per the fund deposited by the User Agency & scheme furnished by the State Govt. 20% of the plantation shall be carried out of indigenous medicinal plant, aromatic plants, shrubs, herbs and
- (iii) The forest land shall not be used for any purpose other than that specified in the proposal.

- (iv) The User Agency shall not expand its occupation or use surrounding forest/forest land in any manner otherwise expressed in this clearance.
- (v) Land so diverted shall revert back to the Forest Department in case it is not needed for the above use after due restoration to its original status (as far as possible and to the satisfaction of State Forest Deptt.).
- (vi) The User Agency shall take all possible precautions & care all the time not to impact adversely the surrounding forests and forest land by their actions/activities.
- (vii) The user agency will undertake comprehensive soil and water conservation measures at the project cost.
- (viii) Overburden shall not be dumped outside the width of the road. The muck generated in the earth cutting will be disposed off at the designated dumping sites and in no case the muck/debris will be allowed to roll down the hill slopes.
- (ix) Wherever possible and technically feasible, the user agency shall undertake afforestation measures along the road within the area diverted under this approval, in consultation with the State Forest Department at the project cost.
- (x) Tree felling shall be done only when absolutely unavoidable and such removal, if any, shall be done under the supervision of the Forest Department.
- (xi) No damage to the flora fauna of the area shall be caused.
- (xii) No labour camp shall be established inside the forest area.
- (xiii) The user agency shall provide fuel wood preferably alternate fuel to the labourers working at the site to avoid damage/felling of trees or buy the fuel wood from the
 - extracted timber from the Forest Department to be used by labourers.
- (xiv) The muck dumping area shall be stabilized and plantation of suitable species shall be carried out over stabilized dumps on the cost of the user agency under the
- supervision of State Forest Department. (xv) The designing of culverts/ bridges, if any, over the natural streams/rivers/canals should be done in such a manner that it does not hamper the natural course of the water, does not give rise to water logging and also does not hamper the movement of the wild animals.
- (xvi) All the site specific engineering structures like retaining walls, breast wall and drainage shall be constructed to avoid any soil erosion and to provide slope stability of the concerned hills.
- (xvii)The user agency shall obtain the Environment Clearance under Environment Protection Act, 1986, if applicable.
- (xviii)The user agency will have to obtain the Forest (Conservation) Act, 1980 clearance for removal, if any, of the stone, river sand, river boulders in forest land.
- (xix) The proposal will be implemented under the overall supervision of the concerned

Divisional Forest Officer.

- (xx) In case of any violation of the stipulated conditions immediate action is to be taken by the Forest Department as per Ministry's letter No 5-5/86/FC dated 07.12.1999 and this office letter No 2-1-51/2004/RONE/Vol II/3181-02 dated 28.12.2006.
- (xxi) The layout plan shall not be changed without the prior approval of the Central

(xxii)All other clearances / NOCs under different rules / regulations / local laws and under Forest Dwellers (Recognition of Forest Rights) Act, 2006 as required vide MoEF, New Delhi guideline No. 11-9/1998-FC(Pt) dated 03.08.2009 shall be complied

with. (xxiii) Any other conditions as may be found appropriate in future for the betterment of environment & wildlife, may be imposed by North Eastern Regional Office,

MoEF&CC. Shillong. (xxiv) This approval may be revoked if the above condition of approval is not complied to the satisfaction of the North Eastern Regional Office, Shillong.

Yours faithfully,

C-1 -

(S.K. Aggarwal) Addl. Principal Chief Conservator of Forest(C)

Copy to:

(i) The Principal Chief Conservator of Forests & HoFF, Government of Assam, Environment & Forests Department, Aranya Bhawan, Rop Konwar Jyoti Prasad Agarwal Path, Near Srimanta Sankardev Kalakhetra, Panjabari, Guwahati -781037.

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Addl. Principal Chief Conservator of Forest(C)

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CONFRIMENT OF BUDIA MENISTRY OF UNVIRONMENT, FOREST & CLIMATE CHANGE NUETH EASTERN REGION M. OFFICE I AV-C-SIB, LUMBATNGEN SHIE LONG-793021 PHONE NO: 0364-2537609 1 Y XO 0364-2536041 E mail u vez shilli gmala mu ir moelstal_09@zedulmail.com

02nd September, 2016

2171-22 No. 8-52/2013-FC

To

The Principal Secretary. Environment & Forests Department, Government of Assam, Dispur, Guwahati.

Proposal for diversion of 83,777 ha of Borial Reserve Forest land for 4-lanning Balachera-Harangajao section from 244.00 KM to 275 KM of NH 54(E) in the State of Assam under Subt East West Corridor Project in USF and Borall Wildlife Sanctuary.

Sir.

This has reference to the State Govt letter No. FRM.183/2008/145 dated 28.05.2012 on the subject mentioned above, seeking prior approval of the Central Government for diversion of 83.777 hat of Borial Reserve Forest land for 4-lanning Balachera-Harangajao section from 244.00 KM to 275 KM of NH 54(E) in the State of Assam under East West Corridor Project in USF and Borail Wildlife Sanctuary was sought in accordance with Section 2 of the FCA, 1980.

Atter careful consideration of the proposal of the State Government of Assam by the Regional Empowered Committee held on 02.09.2016 and its recommendation. I am to inform that "In Principle Approval" is hereby granted under Section 2 of the FCA, 1980 for diversion of x3.777 ba passing through Borail Wildlife Sanctuary and USF area for 4-lanning Balachera-Harangajao section from 244.00 KM to 275 KM of NH 54(E) in the State of Assam under East West Corridor Project in USF and Borail Wildlife Sanctuary in the State of Assam in favour of National Highway and Infrastructure Development Corporation Limited subject to the following conditions:

- The User agency shall transfer the cost of compensatory afforestation as estimated by State Forest Department over an area of 170 ha (i.e. 74.9ha and 95.1ha) degraded (1) torest land in Inner Line RF under Sadar Range, Cachar Division in compartment No 5 to Adhoc CAMPA through State Forest Department.
- The State Govi shall charge the Net Present Value of the forest land diverted under this proposal from the User Agency as per the Judgment of the Hon'ble Supreme (11) Court of India dated 28.03.2008 & 09.05.2008 in IA No.566 in WP (C) No.202/1995 and as per the guideline issued by this Ministry vide letter No. 5-3/2001-FC dated 05.02.2009 in this regard.

	received from the User Agency under the project slithrough RTGS in the newly opened State Assertion
	Ad-hoc CAMPA Fund (CAF) in New SB ration Bank, CGO Complex, Phase-I, Lodhi F nk of India, Sunder Nagar Branch, New Delhi.
، ۹۹۰ اس ۱۹۹۹ - ۲۰۰۰ ۱۹۹۰ - ۲۰۰۰	The User Agency shall bear and deposit the amount of the cost of demarcation of the land proposed for diversion directly to the concerned Divisional Forest Officer. The
	on the ground by creeting at least 4' high coment-concrete pillars duly numbered,
	torward and backward bearing and distance from pillar to pillar written on the pillars and DGPS co-ordinates to be inscribed on the pillars. The competent authority shall
	verify and issue a certificate to this effect. Photographs showing permanent boundary pillars with GPS co-ordinates to be submitted.
	conjected from the User Agency at the rates approved by the black down and upproved by the DFO concerned for utilization immediately following the diversion of forest
. [.	1
•	this office by the user agency.
2 - 20 - 2 2 - 2 - 2 3 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	The concerned D side of the road at
ынч 9. рося 1. 9. с. 1. 9. с. 1. 9. с. 1. 9. с. 1. 9. с. 1. 9. с.	The Use
	State.
	The forest land shall not be used for any purpose other than that spectree in uspecposal and under no circumstances be transferred to any other agency, department
	or person.
X	ization of side slope.
(X)) 	
	the fare minimum if feasible, and the trees should be felled under strict supervision of
(Xiii)	State Forest Department
	Department or the Forest development Corporation or any other legal source of alternate fiel.
(viv)	The lay

- The user agency will have to obtain the Forest (Conservation) Act. 1980 clearance (XV)and environment clearance for removal, if any, of the stone, river sand, river boulders in forest land and incase from the non forest land, environmental clearance is required to be obtained from the competent authority.
- All other clearance/NOC: under different applicable rules/i_gulations /local laws and invit under Forest Dwellers (Recognition of Forest Rights)Act, 2006 as required vide MoEF, New Delhi guideline No.11-9/1998-FC(pt) dated 03.08.2009 shall be complied with.
- (xvii) The State Govt shall submit the corrected soft copy of the polygon in kml/shapefile of the proposed road diversion (including the ROW) showing the exact proposed area at the earliest.

After receipt of the compliance report from the State Government on fulfillment of the conditions mentioned above, final approval will be issued in this regard. Formal transfer of forest land shall not be effected by the State Govt till final approval orders approving the diversion of forest land are issued by the Central Government.

This has the approval of Additional Principal Chief Conservator of Forests (Central).

Yours faithfully.

(R.L.Sanga)

Conservator of Forests(C)

Copy to:

The Principal Chief Conservator of Forests & HoFF, Government of Assam, Environment & Forests Department, Aranya Bhawan, Rop Konwar Jyoti Prasad Agarwal Path, Near Srimanta Sankardev Kalakhetra, Panjabari, Guwahati -781037.

(R.L.Sanga)

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Conservator of Forests(C)



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AGREEMENT

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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________ 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 TRANSMISISON 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 TRANSMISISON 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 WITNESSTH 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:



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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 TRANSMISISON 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 TRANSMISISON 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.
 - General Manager

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- (e) The liability of compensation towards Generation loss due to outage of the Transmission line & any other third party liability shall be the responsibility of NHIDCL.
- (f) Forest Clearance/Forest Lease Rent / Lease Rent to any agency as per actual shall be deposited by NHIDCL to respective authorities. Further, any clearance warranted from any other statutory body for facilitating execution of the work shall be arranged by NHIDCL.
- (g) Liaison and follow up with Government bodies & coordination with statutory authorities for obtaining requisite clearances.
- (h) Resolution/Settlement of any issue/disputes with public/statutory bodies/local authorities / Tax Authorities/ State Authorities etc.
- (i) Crop / Tree / any other Compensation in Right Of Way in connection with the work shall be arranged by NHIDCL.
- (j) Compensation payable to any stakeholder or affected person including third party, in the event of any accident or loss to life & property directly related to & during currency of the work in question shall be in the scope of NHIDCL.

POWERGRID's scope:

- (a) Preliminary survey of the route alignment & assessment of route length, tower quantity including estimation of financial implication of the diversion work.
- (b) Supervision services during execution of the diversion work is within the scope of POWERGRID. This shall also include checking & approval of route alignment, profile, contour data, tower spotting data submitted by implementing agency (NHIDCL).
- (c) Providing Technical Specification for the work.
- (d) Providing indicative drawings of transmission line towers, shop fabrication drawings of towers along with foundation drawings(drawings available with POWERGRID shall be provided), hardware fittings, insulators, conductor & earthwire accessories. In case of any new design, pile foundation, special design etc. not available with POWERGRID, the same shall be in the scope of the executing agency. All drawings/ documents used by NHIDCL for diversion work shall be reviewed & approved by POWERGRID.
- (e) Pre-dispatch inspection of various transmission line materials under scope of supply of the project shall be carried out by POWERGRID as per its quality assurance & inspection procedures. NHIDCL shall intimate POWERGRID regarding inspection schedules in advance.
- (f) Temporary re-alignment of the above section by way of using Emergency Restoration System (ERS) based on feasibility & site conditions as a makeshift arrangement during the course of the activities at 1(a) above as per requirement only. In such case, actual expenditure on deployment of ERS (all ancillary expenditures on transportation, hire charge, manpower charges etc.) along with supervision cost shall be reimbursable by NHIDCL.

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3.0 ESTIMATED SUPERVISION COST FOR OF "DIVERSION WORK OF 132kV S/C HAFLONG-JIRIBAM TRANSMISISON 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 $\mathbf{\xi}$ 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 :

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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 alon 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.

Page 4 of 9

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 TRANSMISISON 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.

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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.

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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 with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be treated as scrap and salvage value of the dismantled with the same will be the same will be treated as scrap and salvage value of the dismantled with the same will be the same will be the same will be the same will be the same salvage value of the dismantled with the s



Page 7 of 9

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.
- 14.2Any 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.
- In case of non settlement of dispute or difference amicably between the parties, the 14.3 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.



Binan Panthanding

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.

imen Pankthoneller Sr. GM (BDD (Consultany) For and on behalf of

For and on behalf of NHIDCL

Power Grid Corporation of India Limited	National Highways & Infrastructure
	Development Corporation Limited

WITNESS:

1. (2) Showmick) (D Bhowmick) By. Mgr (BDD/consulty)

2. Gonesh Da Chief Manager (T/2)

WITNESS :

1. Sumit Kumaz Managez (P) BO-Shillong NHIDCL Fasulch Khan, 2. SE, NHIDCL Bo-shillong Page 9 of 9

GOVERNMENT OF ASSAM ENVIRONMENT AND FOREST DEPARTMENT <u>DISPUR, GUWAHATI-6</u>

Dated Dispur, the 28th July, 2022 No.FRS.60/2022/111 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 Forest Diversion proposal for 9.23 ha. forest land for 11 nos. Tower Sub : location (123 to 136A) 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. Letter No.FRS.60/2022/107 dated 07.07.2022 Ref 1. : Govt. of India Letter F. No. 3 AS C 096/2022-GHY/2572-2573, 2. Dated 21.06.2022.

Sir,

In continuation to this Department's letter under reference (1), I am directed to furnish herewith the following additional information/documents as sought vide letter under reference (2) for favour of your kind information and necessary action:-

Govt. of India letter F. No. 3 AS C 096/2022- GHY/2572-2573, Dated 21.06.2022.	Information Provided
Condition No. (6)	The Site Inspection report of the proposed Compensatory Afforestation Site along with photographs and GPS coordinates submitted by the Chief Conservator of Forests, Southern Assam Circle, Silchar is enclosed as Annexure-I .

Enclo: As stated above.

Yours faithfully,

(I. Kalita, ACS) Addl. Secretary to the Govt. of Assam S Environment and Forest Department

Dated Dispur, the 28th July, 2022

Memo No.FRS.60/2022/111-A Copy to:

1. The Principal Chief Conservator of Forests & HoFF, Assam, Panjabari, Guwahati-37.

(I. Kalita, ACS) Addl. Secretary to the Govt. of Assam Environment and Forest Department

Annexure - I

10

SITE INSPECTION REPORT

The undersigned along with Sri Tejas Mariasamy, IFS, DFO, Cachar Division and Sri Debrata Googi, AFS, Range Officer, Jirighat Range, Lakhipur have visited the proposed Compensatory Afforestation (CA) site on 13-07-2022.

- a) The proposed CA area is 20.0ha under Lower Jiri RF under Jirighat Range, Lakhimpur, Cachar Forest Division under Southern Assam Circle, Silchar.
- b) This area is proposed for compensatory afforestation against the diversion of 9.23 ha forest area of Borail Wildlife Sanctuary (East Block), Cachar Division for construction of 11 nos.of towers for 132 KN S/C Haflong-Jiribam Transmission line of Power Grid.
- c) The proposed CA area was earlier under Jhum (shifting) cultivation by the tribes. The ground area is covered with herbaceous plants. No fresh jhum or clearing for cultivation was noticed.
- d) This area is suitable for compensatory afforestation. The area was chosen for the purpose of ecological restoration and for securing the area from re-encroachment.
- e) Density of vegetation of this area is around 10-20%

Sl. No.	Latitude (N)	Longitude (E)
1	24° 46' 33.6"	93° 04' 52.0"
2	24° 46' 25.9"	93° 04' 42.8"
3	24° 46' 27.6"	93° 05' 06.1"
4	24° 46' 15.9"	93° 04' 59.3"

f) GPS Co-ordinates of the proposed CA site:

Date:- 13 - 07 - 2022

Submitted

(P. Sivakumar, IFS) Chief Conservator of Forests, Southern Assam Circle, Silchar

Photographs of the proposed Compensatory Afforestation site Lower Jiri RF under Jirighat Range, Lakhipur, Cachar Forest Division, Southern Assam Circle, Assam



View of Jhum/Shifting cultivation area proposed for afforestation works



Submitted

and

(P. Sivakumar, IFS), Chief Conservator of Forests, Southern Assam Circle, Silchar