



RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD

[Corporate Identity Number (CIN : U40109RJ2000SGC016485)]

REGD. OFFICE: VIDYUT BHAWAN, JANPATH, JYOTI NAGAR, JAIPUR - 302005

OFFICE OF THE SUPERINTENDING ENGINEER (DESIGN)

Telephone No. 0141-2740751; Fax No. - 0141-2740794; Email :- se.400kvdesign@rvpn.co.in

NO. RVPN/ SE(DESIGN) /XEN-I / A-II/ F. /D. 374. DT: 19-06-2018

The Superintending Engineer (T&C),  
RVPN, Babai.

Sub :- System Strengthening Scheme in Northern Region (NRSS-XXXVI)  
along with LILO of Sikar- Neemrana 400 KV D/C line at Babai  
(RRVPNL).

Ref :- MOU dated 12.06.2018 between RVPN and M/s NRSSXXXVI.

In reference to aforesaid subject, kindly find enclosed herewith the  
MOU dated 12.06.2018 between RVPN and M/s. NRSSXXXVI Transmission Ltd.,  
regarding Operation and Maintenance (O&M) of NTL owned bays at 400 KV GSS  
Babai, for your information/ record and necessary action at your end.

Encl.- As above.

*(Handwritten signature)*  
(Kanika Sharma)

Superintending Engineer (Design)

Copy submitted/ forwarded to the following for information and n/a-

1. The Chief Engineer (T&C), RVPN, Ajmer.
2. The Chief Controller of Accounts, RVPN, Jaipur.
3. The Chief Accounts Office (PPD/ Accounts), RVPN, Jaipur.
4. The Sr. Accounts Officer (CPC), RVPN, Jaipur.

Encl.- As above.

*(Handwritten signature)*  
Superintending Engineer (Design)



राजस्थान RAJASTHAN

AGREEMENT BETWEEN

E 805756

NRSS XXXVI TRANSMISSION LTD. (NTL)

AND

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED (RVPN)

FOR

THE OPERATION AND MAINTENANCE (O&M)

OF NTL OWNED 400 KV BAYS

EQUIPMENT AT BABAI GSS OF RVPN

THIS AGREEMENT entered into on the 12<sup>th</sup> day of June month of 2018 between RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Vidyut Bhawan, Jyoti Nagar, Jaipur (Rajasthan) (hereinafter called 'RVPN' which expression shall unless repugnant to the context of meaning thereof include its successors and assigns) as party of the first part and NRSS XXXVI Transmission Ltd., an Interstate Transmission Licensee vide License No. 47/Transmission/2016/CERC dated 7<sup>th</sup> December 2016, (hereinafter called 'NTL' which expression shall unless repugnant to the context of meaning thereof include its successors and assigns) having its registered office at Essel House, B-10, Lawrence Road, New Delhi - 110035 (which term shall include their successors and legal representatives) witnesseth as follows.

WHEREAS RVPN is a State Transmission Utility (STU) under the Electricity (Supply) Act, 2003 as amended and is operating a number of transmission lines & sub-stations in the state of Rajasthan.

WHEREAS NRSS XXXVI Transmission Ltd. is an Interstate Transmission Licensee vide License No. 47/Transmission/2016/CERC dated 7<sup>th</sup> December 2016 for implementation of "System Strengthening Scheme in Northern Region (NRSS - XXXVI) along with LILO of Sikar – Neemrana 400 KV D/C Line at Babai (RRVPNL)" Transmission Scheme on Build Own Operate and Maintain (BOOM) basis covering following elements:

Sl. No.	Transmission Element
1	Koteshwar pooling Station-Rishikesh 400KV D/C (HTLS) Line
2	2 nos. of bays at 400KV Rishikesh Sub-station of PTCUL
3	LILO of one Ckt. of 400 KV D/C Sikar (PG) – Neemrana (PG) line at Babai (RRVPNL)
4	Babai (RRVPNL)- Bhiwani (PG) 400 KV D/C line
5	2 Nos. of bays at 400KV Babai (RRVPNL) substation for LILO of one Ckt. of 400 KV D/C Sikar (PG) – Neemrana (PG) line at Babai (RRVPNL)
6	2 Nos. of bays at 400KV Babai (RRVPNL) substation for Babai (RRVPNL)- Bhiwani (PG) 400 KV D/C line

WHEREAS NTL has requested RVPN for Operation & Maintenance of 400 kV terminal equipments in Babai GSS of RVPN and RVPN agreed that they will carry out O&M of the above said bays in perpetuity as per power system operational requirements.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants set forth herein, it is hereby agreed by both the parties as follows:

#### 1.0 PREAMBLE

1.1 Terminal bay equipment of following 400 kV bays at Babai GSS of RVPN owned by NRSS XXXVI Transmission Ltd.:

a) 2 Nos. of bays at 400KV Babai (RRVPNL) substation for LILO of one Ckt. of 400 KV D/C Sikar (PG) – Neemrana (PG) line at Babai (RRVPNL)

b) 2 Nos. of bays at 400KV Babai (RRVPNL) substation for Babai (RRVPNL)- Bhiwani (PG) 400 kV D/C line

1.2 Maintenance of the lines will be carried out by NTL. However, the Operation & Maintenance of the Terminal Bay equipment at Babai GSS of RVPN shall be carried out by RVPN. The terminal point for the purpose of the scope of work covered under this agreement will be upto the terminal gantry at RVPN switchyards.

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1.3 This agreement comes into effect from 00:00 Hrs post completion of Trial Run as per the Certificate issued by NRLDC for the respective 400 kV Bay.

2.0 OPERATION AND MAINTENANCE OF LINE BAY:

(A) ROLE OF RVPN

2.1 RVPN shall carry out, on behalf of NTL, normal operation and maintenance of the bay equipment during the validity period of this agreement.

2.2 Consumables, paper rolls etc. for various recording instruments i.e. disturbance, voltage and frequency recorders and for event logger as applicable shall be provided by RVPN at their own cost.

2.3 Small spares for maintenance, such as member of structures, nuts and bolts, terminal blocks, ferrules, wire fuses, indicating lamps, auxiliary relays, contactors, control switches etc. and spares of similar nature required for the maintenance shall be provided by RVPN at their own cost.

2.4 All labour & T&P etc. required for normal O&M of all indoor as well as outdoor equipment of NTL bays shall be provided by RVPN at their own cost.

2.5 Maintenance of common services and common bays including O&M, repairs spares & other consumables shall be arranged by RVPN at their own cost.

2.6 Spares required as mentioned at Clause 2.2 to 2.5 shall be provided by RVPN at their own cost.

2.7 RVPN shall carry out periodic maintenance, operation and testing as per RVPN practices and procedures. Wherever NTL maintenance schedule indicates some additional activities not covered in RVPN norms, these will be mutually discussed between RVPN and NTL for finalization and inclusion in the schedule of maintenance.

2.9 Quarterly reports of maintenance and testing carried out by RVPN shall be furnished as per NTL / RVPN norms and formats to the extent possible.

2.10 NTL authorized representative shall be permitted to visit control rooms and switchyards for inspection and shall also be permitted to go through maintenance records pertaining to the equipment belonging to NTL.

(B) ROLE OF NTL

**2.11 Major Overhauling / Replacement**

In case of any major overhauling of NTL equipment needs calling of suppliers representative or services of any external agency, cost of the same will be borne by NTL.

**2.12 Replacement**

In case the equipment(s) is required to be replaced with a new one or warranted to be changed for up-gradation purpose the same will be got done by RVPN & cost of the same will be borne by NTL. NTL will be responsible for providing new / upgrading of existing system / schemes required, if any.

**2.13 Spares:-**

NTL will provide the spares for operation and maintenance. In case RVPN provides spares of replacement for said bays, the cost of the same shall be billed to NTL for such additional spares.

3.0 O&M CHARGES

3.1 The O&M charges for the relevant year shall be calculated @25% of the normative operation and maintenance expenses of relevant level and year as per Tariff Notification issued by CERC from time to time. The Normative operation and maintenance expenditures as per CERC tariff notification issued for the year 2014-2019 vide No.L-1/144/2013/CERC dated 21<sup>st</sup>February 2014 are as under :

Norms for sub-stations (in Rs Lakh per bay)	2017-18	2018-19
400 kV	66.51	68.71

3.2 Accordingly the Operation and Maintenance charges shall be as under

O&M Charges for Bays (in Rs Lakh per bay)	2017-18	2018-19
400 KV	16.63	17.18

3.3 Bills shall be raised once in a year in the month of April and NTL shall make payment of these charges within 30 working days from the receipt of bill.

3.4 GST shall be payable on total annual O&M charges as per prevailing rates applicable. The GST Number and GST ID are as under:

Name	RVPN	NTL
PAN	AABCR8312A	
ARN	08AA080217002782F	
GST ID	08AABCR8312A1ZT	

### 3.5 SECURITY CLAUSE

Payment of O&M charges bill shall be made by NTL within the stipulated period i.e. on due date. In case payment of O&M charges bill is not made by NTL within the stipulated period i.e. on due date, a late payment surcharge @ 1.50% per month or part thereof shall be levied by RRVPNL on M/s NTL,

### 4.0 INSURANCE

RVPN would take all necessary care and precautions while handling the equipment for maintenance purposes. NTL will be responsible for taking appropriate insurance cover (fire / erection) for the equipment at their cost and lodging claims and processing them with the insurance company for recovery.

### 5.0 DISPUTES

5.1 Any dispute or difference arising out of this agreement shall be amicably settled between the parties.

5.2 This Agreement shall be governed by and interpreted in accordance with the laws of India, and the Court of Jaipur shall be exclusive Jurisdiction for all disputes.

5.3 Any claim, dispute or difference between the Parties in respect of or with the interpretation or implementation of this

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Agreement or arising out of this Agreement shall be referred to an arbitral tribunal comprising of 3 (Three) arbitrators, wherein each Party shall

- appoint one arbitrator and the third arbitrator shall be appointed by the aforesaid two arbitrators.

5.4 All proceedings in any such arbitration shall be conducted in English.

5.5 The Arbitration shall take place in Jaipur, India and shall be governed by Arbitration and Conciliation Act, 1996 or any other law relating to arbitration in force in India at the relevant time.

5.6 The venue of arbitration shall be at Jaipur.

#### 6.0 FORCE MAJEURE

The parties shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riots, strike, lockout, forces of nature, Act of Govt. and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and given written notice within 16 days on occurrence of any of the above event to the other party to this effect.

#### 7.0 CO-ORDINATION

From NTL side AVP, O&M, Noida or his authorized representative will co-ordinate, from RVPN side Chief Engineer (PPD), Jaipur Jodhpur or their authorized representative will co-ordinate.

#### 8.0 IMPLEMENTATION OF THE AGREEMENT

All discretions to be exercised and direction, approvals, consents and notices to be given and action to be taken under these present unless otherwise expressly provided herein, shall be exercised and given by the signatories to this agreement or by the authorized representative(s) that each party may nominate in this behalf and notify in writing to the other party by registered post. Any other nomination of authorized representative (s) shall be informed likewise in writing by the parties within one month of signing of agreement.

#### 9.0 NOTICE



# NRSS XXXVI TRANSMISSION LIMITED

Corporate Office: Marathon Futurex, 18th Floor, N.M Joshi Marg, Lower Parel, Mumbai - 400013  
CIN: U40300DL2015GOI284168 • Tel.: +91 22 71084400 • Fax: +91 22 71084500

## CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON MARCH 1, 2018

### AUTHORITY FOR EXECUTION OF AGREEMENTS:

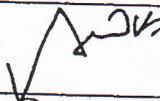
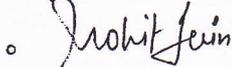
"RESOLVED THAT the consent of the Board be and is hereby accorded to approve, enter, execute and sign the Operation & Maintenance Agreement required to be signed by the company as per the RFP Document (including Transmission Service Agreement) and not limited to all other related Agreements, Undertakings, Affidavits, Documents, Papers (hereinafter known as "Agreements") between the Company and M/s. Rajasthan Rajya Vidyut Prasaran Nigam Limited.

RESOLVED FURTHER THAT Mr. Amit Kumar - Director and/or Mr. Mohit Jain-Deputy Manager and /or Mr. Pranay Kumar Pandey - Senior Manager (collectively referred to as the "Authorised Persons") of the Company be and are hereby severally to negotiate, finalize and execute the above mentioned agreements and documents on behalf of the Company and do all such acts, matters, deeds and things and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the said Agreements.

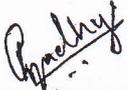
RESOLVED FURTHER THAT Mr. Amit Kumar - Director and/or Mr. Mohit Jain-Deputy Manager and /or Mr. Pranay Kumar Pandey - Senior Manager be and are hereby authorized to do and perform all acts, deeds, things and matters as may consider necessary, proper, expedient or appropriate in the matter for and on behalf of the Company.

RESOLVED FURTHER THAT a copy of this resolution duly certified by any of the Directors or Company Secretary of the Company be submitted to whomsoever it may concern."

### Specimen Signature

Amit Kumar - Director	
Mohit Jain-Deputy Manager	
Pranay Kumar Pandey - Senior Manager	

For NRSS XXXVI Transmission Limited

  
Prajakta Upadhye  
Company Secretary

