

No. 2020/HQ/Admin/RTI-902

New Delhi: 22.12.2020

**Sh. Hemansh  
Gujarat**

**Subject: Providing information w.r.t. Original RTI Application received under the RTI Act.2005.**

Reference: Your RTI application dated 17.12.2020 received through DOPT.

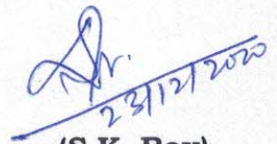
Information, as obtained from the concerned record holding office is, provided herewith as under;

S.No	Point No.	Information sought for	Information provided
1.	1	Refer the original application dt. 17.12.2020	No tender floated from DFCCIL for shifting of above transmission line.
2.	2		Copy Attached. (01 page)
3.	3		Copy attached of MOU. (09 pages)

Hope the above information is complete and satisfactory. If not, then you can appeal within 30 days of receipt of the letter to the 1st Appellate Authority whose name and address is as under;

**Ms. R. P. Chhibber  
GGM/Administration DFCCIL,  
5th Floor, Supreme Court Metro Station Building,  
Pragati Maidan, New Delhi-110001.**

DA: 10 pages



23/12/2020

**(S.K. Roy)**  
**Dy. G.M/Admn.(PIO)**  
E-mail: skroy@dfcc.co.in  
011-23454707



No. BRC/EL/LT & HT: Vol. 1/26/POWER GRID

Date: 18<sup>th</sup> July 2013

To,  
Chief Manager (TLM),  
Power Grid Corporation of India Ltd.  
Navsari GIS 400/220 KV Substation,  
Village Dastan, Talika - Palasana,  
Dist.- Surat, 394 310

**Sub: Shifting and modification of EHT lines in connection with Dedicated Freight Corridor (DFC) project between Mumbai-Delhi.**

Respected Sir,

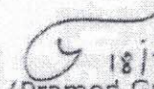
During field survey of DFC alignment between village Gothan and village Abrama of District Surat, it is found that 220 KV double circuit Ichhapur-Vav line infringing proposed DFC alignment at chainage. 24000. GETCO/Vav's officers have informed that this line now renamed as **KAWAS-VAV** line and it is now pertains to Power Grid Corporation.

Sr.No.	Name of EHT Line with Rating	DFC Chainages	Crossing Span and Tower Nos.	Remarks.
1.	KAWAS-VAV, 220KV D/C Line	24000	89 & 90	Requires to be modified as per ACTM and Correction Slip No.18

**The details of proposed DFC line at Chainage 24920 are as under**

1. Ground Level is **18.505** Metres.
2. Rail Level is **25.156** Metres.
3. Required minimum clearance above Ground level is **24.811** Metres.

It is therefore requested to kindly advice us **Registration charges** to be paid to Power Grid Corporation for survey and modification of this line. DFC officials will remain present during the field survey to clarify any other related issues in detour section.

  
18/7/13  
(Pramod Gupta),  
Addl. Chief Project Manager/Elect,  
For CPM/Vadodara.



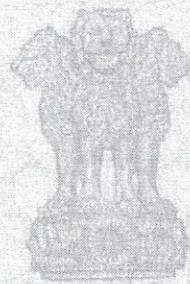
902

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

Handwritten notes and signatures in Gujarati script, including dates like 27/03/18 and 21/04/18.

AX 919650  
Signature  
श्री. राजा  
श्री. वे. 052  
आयुष्मती सिटी, राधापति,  
इलेक्ट. एड्रेस - 360 002,  
इलेक्ट. एड्रेस - 3 (II), 32-14-01

MEMORANDUM OF UNDERSTANDING BETWEEN DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (DFCCIL) AND POWER GRID CORPORATION OF INDIA LIMITED (POWERGRID)

SHIFTING AND MODIFICATION OF 220 KV D/C Kawas -Vay line to be diverted from Location No.88 to 91 near village <sup>Ambe</sup> ~~Ambeir~~ DUE TO CONSTRUCTION OF PROPOSED DEDICATED FREIGHT CORRIDOR CORPORATION RAILWAY LINES OF INDIAN RAILWAYS.

This memorandum of understanding is signed on the 21<sup>st</sup> day of April month of 2018 between Power Grid Corporation of India Limited, a Govt. of India Enterprise, registered under Companies Act, 1956 and having registered office at B-9, Qutab Institutional area, Katwaria Sarai New Delhi-110016, and having its Regional Head Quarters at Plot. No. 54, Opposite Ambe Vidyalaya, Sama- Savli Road, Vadodara, Gujarat- 390018 (hereinafter referred as 'POWERGRID') and Dedicated Freight Corridor Corporation of India Limited a Govt. India Enterprise, registered under Companies Act, 1956 and having their Corporate office at 5<sup>th</sup> floor, Pragati Maidan Metro Station Complex, New Delhi-110001, and having its regional office at 4th floor,Block-A, Narmada Naher bhavan, Chhani Jakat Naka, Vadodara-390002 (hereinafter referred as 'DFCCIL').

Signatures of representatives from both organizations.



## 1. BACK GROUND

- 1.1 The MoU is for shifting and modification of the existing 220 KV D/C Kawas -Vav line to be diverted from Location No.88 to 91 near village Abrama, Surat district of Gujarat state, at DFC Chainage 24000 which is infringing to proposed Dedicated Freight Corridor (DFC).
- 1.2 220 KV D/C Kawas -Vav line to be diverted from Location No.88 to 91 near village Abrama at DFC Chainage 24000 is falling under the alignment of Dedicated Freight Corridor (DFC). Therefore, to maintain the required statutory clearances, the shifting of this transmission line need to be done.
- 1.3 In order to maintain the statutory clearances, Dedicated Freight Corridor Corporation of India Limited proposed for shifting/modification of towers of above transmission line falling under the alignment of Dedicated Freight corridor and requested POWERGRID to submit the cost estimate for carrying out the above work. Estimated cost of Shifting/modification of the existing 220 KV D/C Kawas -Vav line to be diverted from Location No.88 to 91 near village Abrama District Surat of Gujarat state is **Rs.408.42 Lakhs**. However, the final cost will be based on actual expenditure incurred toward the execution of this work and shall be payable by M/s DFCCIL. The compensation will be paid as per prevailing mechanism of M/s. Power Grid. The actual expenditure will include Price Variation and any compensation due to Row.
- 1.4 It is further agreed by DFCCIL that the above deposited work shall be carried out by POWERGRID on entering into MoU in this regard and hence the MoU between DFCCIL and POWERGRID is being executed.

## 2.0 SCOPE OF WORK

- 2.1 POWERGRID shall execute all the shifting and modification of the existing 220kV D/C Kawas- Vav line to be diverted from Location No.88 to 91 which is infringing to the proposed Dedicated Freight Corridor of Indian Railway. The scope of the work shall include planning, design, engineering, dismantling and transportation of material to POWERGRID store, supply, erection, ROW and commissioning of the work mentioned.
- 2.2 POWERGRID reserves the right to appoint any contractors for any specific job to ensure timely completion of the work.
- 2.3 The issue of ROW (Right of Way) if arises, the primary responsibility is with POWERGRID but necessary help and support shall be provided by DFCCIL to resolve the ROW issue and shall also co-ordinate with local administration, Police etc. in connection with resolving the right of way problem if arises. However, if any delay occurs in the diversion work on issue of ROW clearance, the POWERGRID and DFCCIL shall be jointly responsible.

*[Handwritten signature]*

*[Handwritten signature]*



2.4 The modified portion of 220 kV D/C Kawas - Vav line to be diverted from Location No. 88 to 91 to be executed by POWERGRID as deposit work of DFCCIL to meet the technical requirement for facilitating proposed construction of Dedicated Freight Corridor. Diverted route shall be owned and maintained by POWERGRID.

### 3.0 PROCUREMENT OF MATERIALS/EQUIPMENTS

POWERGRID will procure the tower materials, Conductors, Earth wire and accessories for entire shifting/modification portion of line.

### 4.0 ERECTION

POWERGRID will do construction work of diversion of supplying of transmission line tower, dismantling of towers/conductors, erection of conductors on the new tower and other associated work not specifically mentioned in this MoU but are necessary for successful completion of works shall be deemed to have been included in the scope of work of POWERGRID. The scope of work is enclosed in Annexure-I.

### 5.0 QUALITY ASSURANCE

In order to achieve high standards of quality of materials and equipments to be procured and erected by POWERGRID, prevalent specification of POWERGRID will be followed. It has been agreed that Quality Assurance system will be followed as far as practicable in the execution of work under AGREEMENT. Warranty clause of various equipments and supplies will be as per contract between POWERGRID and their contractors and the benefit of the same shall be applicable to the shifted and modified portion of the lines covered under this MoU.

### 6.0 COMPENSATION

That for the entire work to be performed by POWERGRID as specified in the scope of the work, DFCCIL shall pay to POWERGRID the actual expenditure incurred by POWERGRID plus consolidated overhead/consultancy charges @ 15% on the actual expenditure plus Service Tax applicable from time to time (Presently service tax is 15%). Actual cost shall include the expenditure on supply, erection, dismantling, F&I & compensation and also inclusive of all type of taxes, levies, duties, cess, entry tax or any kind of imposition(s) whatsoever imposed/ charges by any government (Central/State) and /or any local bodies/authorities on POWERGRID and /or its contractor respect of execution of project, but not necessarily limited to the same. The cost is also inclusive of line outage charges and O&M charges. If POWERGRID arranges materials from its own inventory, then current cost of procurement will be considered for accounting and reimbursement purpose. The cost will include Price Variation and any compensation due to RoW.







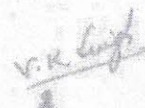
## 7.0 CO-ORDINATION

To ensure proper co-ordination between POWERGRID and DFCCIL for carrying out the work under the scope of MoU, both DFCCIL and POWERGRID shall nominate their respective projects Manager/Engineer-in-charges. They shall be nodal points for coordination of all the activities between DFCCIL and POWERGRID and also coordination within their respective organization.

## 8.0 TERMS OF PAYMENT

- 8.1 The DFCCIL have to deposit the estimated cost approved from competent authority of POWERGRID as an advance tentatively. Subsequently, any additional amount over and above the estimated cost calculated after placement of award by POWERGRID shall also be deposited as advance by DFCCIL. After execution of work, the cost estimate will be reviewed for any additional amount and accordingly, if any will be submitted to DFCCIL. In case of negative payment, the balance amount will be refunded to DFCCIL, after adjustment along with the statement of accounts. No interest whatsoever will be payable on any such amount deposited by DFCCIL. However, if shifting of transmission line on ERS is required, the expenditure shall be intimated subsequently to DFCCIL.
- 8.2 Price variation, if any shall also be payable extra by DFCCIL in case paid by POWERGRID to its suppliers/contractors etc.
- 8.3 Any compensation arising out of RoW shall be payable by DFCCIL and in case the same is paid by POWERGRID to farmers/ any authority, the said amount shall automatically constitute towards the cost of the project.
- 8.4 That is in no case the expenditure on this deposit work shall be met through POWERGRID's fund. However, POWERGRID will not divert this deposit amount to meet its internal expenditure on any other work not related to the said deposit work.
- 8.5 That the expenditure estimated is liable to be changed based on actual cost. POWERGRID shall maintain separate records for all expenses incurred by them for the aforesaid works, generally as per their normal procedure at one place only, so that correct reporting of expenditure is made. Details of actual expenditure towards the deposit work will be made available to DFCCIL on request.
- 8.6 The bill of quantity (BOQ) is tentative; however at the time of account closing, POWERGRID shall submit a material consumption certificate to DFCCIL.







## 9.0 COMPLETION TIME

9.1 Completion schedule shall be 12 (Twelve) months from the date of award of contract for the work by POWERGRID. However, POWERGRID shall take prompt action for finalization of contract for modification, soon after receipt of estimated cost amount from DFCCIL.

9.2 If by reason of extra or additional work or any industrial dispute or any litigation/court cases arising out of RoW etc, or any cause or causes outside of and beyond the reasonable control of POWERGRID and its contractor(s) including delay in release of funds by M/s DFCCIL, the work is delayed or impeded, the delayed period shall be construed as automatic time extension, and POWERGRID shall not be responsible for the same.

9.3 The completion period is indicated in good faith and is subject to fulfillment of obligation on part of M/s DFCCIL and POWERGRID.

## 10.0 GENERAL

10.1 POWERGRID shall be responsible for finalization of all specifications, all tendering actions including tender evaluation, award of contract etc. in case, if any material/equipment required at a later stage of successful execution of work, shall be arranged by POWERGRID.

10.2 POWERGRID will be responsible for inspection of materials at Manufacture's works as per their quality standards for ensuring the material as per the standard technical specifications applicable for their project. POWERGRID shall coordinate the receipt material/equipment at site.

10.3 POWERGRID while carrying out the said work shall comply provisions of Law, Rules and Bye-laws for the time being in force affecting the said work and will give all necessary notices and obtain requisite sanction and permission from the concerned local authorities in respect of said works and will comply with the regulations of such authorities and all transmission lines penalties and losses, if any, incurred on account of carrying out the work by reason of compliance of any such Laws, bye-laws and regulation will be included in the cost of deposit work be paid by DFCCIL. The primary responsibility of obtaining statutory clearance with civil authority, Forest, NHAI, Railway etc. lies with POWERGRID, However, DFCCIL shall provide all necessary help & support for obtaining timely clearance from the above authorities.

10.4 To review progress of the work, a quarterly review meeting shall be held at the level of projects manager/nodal officers of both the parties at mutually agreed

31/1/2014

V.R. Singh



places. Project manager of POWERGRID shall submit the monthly progress report to the DFCCIL.

### 11.0 SCRAP/SALVAGE

The tower members are tack welded, the removal of tower members will lead to damage of tower parts and cannot be reused. Similarly conductors, earthwire & hardware etc. shall be dismantled in cut piece and cannot be reused. Hence, the dismantled materials shall be treated as scrap and salvage value of the dismantled materials as determined by scrap committee of POWERGRID will be credited to DFCCIL.

### 12.0 PERMISSION FOR ENERGISATION

On completion of work, a written intimation shall be given by POWERGRID to DFCCIL for final inspection of site. DFCCIL shall carry out final inspection to Track Crossing with POWERGRID in accordance with the Track Crossing, regulation, 1987 with latest correction slips/amendments by duly recording measurement and clearance and will prepare a jointly signed inspection note. In case, joint report recommends that work has been executed as per regulation and approved proposal, the permission of energisation will be given by EIG of DFCCIL.

However, an Agreement in the prescribed format of Overhead/Underground Power Line Crossing as per Annexure-A.4.02 and A.4.03 of regulation of Electrical Crossing of Railway Tracks 1987, should be got signed by DFCCIL & Electrical Utility Owner before issue of permission for Energisation.

### 13.0 SETTLEMENT OF DISPUTE

- 13.1. Any dispute or difference arising out of this agreement shall be amicably settled between the parties.
- 13.2. In case of non-settlement of dispute or difference the matter shall within 30 days from the date of issue/dispute arising be referred by either party for arbitration to the Arbitrator in the department of public Enterprise, according to DPE O.M No. DPE/4(10)/2001-PMA-GL-I dt 22<sup>nd</sup> January, 2004 and subsequent made by DPE in its circular No. 7(3) 2014-DPE (PMA) dt 14/07/14 issued by DPE, Govt. of India.
- 13.3. The venue of arbitration shall be at New Delhi.
- 13.4. If any litigation/arbitration case arises, due to the various contract orders placed by POWERGRID in execution of the work, POWERGRID shall resolve the same

*[Signature]*

*[Signature]*



themselves during the pendency of this agreement. DFCCIL shall provide necessary assistance if required. Cost of such litigation / arbitration and any liability arising out of the judgements/award thereof, if any, shall be borne by DFCCIL.

IN WITNESS WHERE OF authorized representative of both POWERGRID and DFCCIL have signed the MoU on the day and year above mentioned.

*V. K. Singh*  
26.04.17  
On behalf of DFCCIL  
Signed by *V. K. Singh*  
Designation *Project Manager/Elect.*  
Date *26.04.17*  
Place *VADODARA*  
Witness by: *B. K. Tripathi*  
Name *B. K. Tripathi*  
Designation *Dy. PM/Elect.*

*Abhinav Verma*  
On behalf of POWERGRID  
Signed by *ABHINAV VERMA*  
Designation *DM (PE&E)*  
Date *26.04.17*  
Place *VADODARA*  
Witness by: *Shakti K. Dahiya*  
Name *SHAKTI K. DAHIYA*  
Designation *CHIEF MANAGER*



## ANNEXURE-II

## SHIFTING OF 220KV D/C KAWAS-VAV TRANSMISSION LINE

Sl. No.	Description	Amount (Rs. Lakhs)
1	Total Supply Cost	161.93
2	Total Erection/Dismantling Cost	77.51
3	F&I	2.86
4	Total Cost (1+2+3)	242.30
5.	Compensation@2% towards loss of availability	5.57
6.	Line outage charges and O & M charges	38.40
7.	POWERGRID overhead charges	36.35
8.	Compensation towards ROW	40.00
9.	ERS installation	45.80
10.	Railway block charges	00.00
11.	Grand Total (4+5+6+7)	408.42

(The data has been filled up per Annexure A of PGCIL cost estimate letter no. WRTS-II/DFCC/Shifting of 220kV Kaw-Hal/ dated 15.05.2015 served to DFCCIL.)

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*[Handwritten signature]*



SCOPE OF WORK FOR THE ALL ABOVE ENCLOSED TRANSMISSION LINES

- 1) Civil foundation for new towers.\
- 2) Supply of tower & tower accessories, conductor & conductor accessories, insulators and hardware fittings etc.
- 3) Dismantling of affected existing towers / tower accessories and conductors/ conductor accessories and then transportation to designated store.
- 4) Erection of new towers & tower accessories on casted foundation
- 5) Re-stringing including installation of conductor accessories
- 6) Arrangement of shutdowns of the lines as and when required etc.
- 7) Installation of ERS required.
- 8) Changing (including installation) of OPGW on respective lines.

*[Handwritten signature]*

*[Handwritten signature]*