

SJVN Limited

joint venture of Govt. of India & Govt. of H.P)

CIN: L40101HP1988GOI008409

GSTIN: 02AAICS1307F1ZY

Email: consultancysjvn@gmail.com



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Addl. General Manager
Consultancy,
SJVN Corporate office,
Shakti Sadan, Shanan,
Shimla - 171006.

No. SJVN/CC/CD/Cons./Roor/256/ 296

Date: 20.07.2017

To

The Professor (Department of WRDM)
Indian Institute of Technology Roorkee,
Roorkee-247 667, Uttarakhand,
India.

Subject: Revised Memorandum of Agreement - regarding.

Sir,

We are pleased to inform that the draft MoA is acceptable to SJVN and we may proceed further for signing the said MoA. However, in view of revised tax structure of GoI, the para No. 4.3 on page 2 of MoA may please be amended as under:

⊗ "SJVN will release payment to DWRDM including taxes etc. as applicable under the Government rules."

In view of the above, it is requested that required formalities in this regard may please be completed at your end and intimated to this office so that necessary arrangements can be made for entering into agreement.

Thanking you.

Dean (SRIC)

The correction as suggested at
attached (approved)
⊗ in the draft MoA between
WRDM & SJVN may please
be approved.

Yours Sincerely,

(Er. Rajeev Kumar Aggarwal)
Addl. General Manager

24/7/17

Approved
24/7/2017
DEAN (SRIC)



सत्यमेव जयते

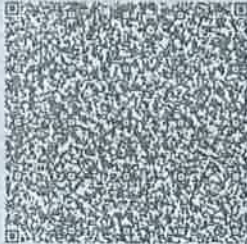
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Government of Uttarakhand

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MEMORANDUM OF AGREEMENT

10.08.2017

This Memorandum of AGREEMENT (MoA) is made on 10.08.2017 between SJVN Ltd. and the Department of Water Resources Development and Management (DWRDM), Indian Institute of Technology Roorkee (IIT Roorkee).

This MoA desires availing the services of the DWRDM, IIT Roorkee as Consultant for undertaking studies of Projects at various sites of SJVN within and outside the country.

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डा० एस्के के० मिश्रा / Dr. S. K. MISHRA

Professor & Head

Department of Water Resources Development & Management

Signature

Adtl. General Manager,
Consultancy, Civil Design,
Shakti Sadan SJVN Ltd.

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The following ongoing projects of SJVN are at various stages of progress.

1. Devasari HEP (Uttarakhand)
2. Naitwar Mori HEP (Uttarakhand)
3. Luhri Stage-I HEP (HP)
4. Arun-III, HEP Nepal
5. Solar Projects
6. Buxar thermal Project
7. Dhaulasidh HEP

The DWRDM is willing to provide Research and Development and consultancy services within its areas of expertise to SJVN.

Each assignment given by SJVN to the DWRDM will be in the form of individual project.

Under this MoA, both the organizations agree to the following broad scope of work and terms & conditions.

1.0 SCOPE OF SERVICES

- 1.1 The DWRDM, IIT Roorkee shall provide services to SJVN in the area of its expertise on project to project basis.
- 1.2 The DWRDM is an institution with pioneering contribution in the field of academics, research, investigation, water resources projects consultancy from concept to completion and servicing the hydro/thermal/solar/Ultra Mega power sectors by providing advanced solution of developers.
- 1.3 Being academic centre of learning, the DWRDM will be willing to train various levels of SJVN officials in the respective field of concern covering subjects of hydro power training and water resources management covering various scopes from catchment area to command areas of the projects.

2.0 RESPONSIBILITIES OF SJVN

- 2.1 SJVN agrees to provide free access to the adequate information of the project works as available with them where consultancy is to be provided by DWRDM.
- 2.2 Necessary infrastructure, office assistance and logistical support including accommodation for officials of the DWRDM to be deputed at site within reach of SJVN will be made available for use of the DWRDM.
- 2.3 The details of the project works of SJVN, requiring consultancy will be discussed with the officials of DWRDM, and once agreed, will be awarded on case to case basis with scope of work, time schedule for completion, cost and payment details on the terms decided.

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प्रोफेसर एवं विभागाध्यक्ष / Professor & Head
जल संसाधन विकास एवं प्रबंध विभाग
Dept. of Water Resources Development & Management
भारतीय प्रौद्योगिकी संस्थान रुड़की


Addl. General Manager,
Consultancy, Civil Design,
Shakti Sedar SJVN Ltd

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3.0 RESPONSIBILITIES OF THE DWRDM

- 3.1 The DWRDM agrees to take all such identified projects of consultancy and coordination of various project assigned by SJVN.
- 3.2 The DWRDM will depute experts to SJVN and to sites whenever required and will carry out all tests, analyse and prepare the reports including providing recommendations and hand over the same to SJVN.
- 3.3 The DWRDM shall make best efforts to provide reports and drawings for un-interrupted work under execution by SJVN, as per the agreed schedule. Before submitting final reports, draft report for each project will be submitted by the DWRDM for comments from SJVN.
- 3.4 The reports and drawings shall be made available to SJVN for their reference and record.
- 3.5 The DWRDM, on receipt of SJVN's consent, may publish the results of the investigations carried out for dissemination of scientific and technological knowledge and experience gained from SJVN projects for betterment of the hydro sector elsewhere.


4.0 PAYMENT FOR SERVICES

- 4.1 The payment for the studies/investigations to be undertaken by the DWRDM, on the requirement of SJVN, shall be made on individual project basis, for which the DWRDM will submit the proposal to SJVN for approval.
- 4.2 On approval of the project proposals, SJVN shall release 50% of the projected cost as advance against every individual project. SJVN shall release 30% of the project cost on submission of draft report. Balance 20% of the amount shall be released after submission of the final report by the DWRDM for every individual project and subsequent acceptance thereof by SJVN.
- 4.3 SJVN will release payment to DWRDM including taxes etc. as applicable under the Government rules.
- 4.4 The Dept. of WRDM shall submit Performa Invoice to SJVN against the particular project for release of payment.
- 4.5 As per rules of Govt. of India, IIT Roorkee is unconditionally exempted from TDS.

5.0 DURATION OF MOA/TENURE

This MoA shall be deemed to have come into force w.e.f. 10.08.2017 and shall continue for three years. It may be extended further after mutual discussion, if required

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प्रोफेसर एवं विभागाध्यक्ष / Professor & Head
जल संसाधन विकास एवं प्रबन्धन विभाग
Deptt. of Water Resources Development & Management


Addl. General Manager,
Consultancy, Civil Design,
Shakti Sadan SJVN Ltd

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6.0 NODAL OFFICERS

DWRDM

डा० एस० के० मिश्रा / Dr. S. K. MISHRA
प्रोफेसर एवं विभागाध्यक्ष / Professor & Head
पत्र संशोधन विकास एवं प्रबन्ध विभाग
Deptt. of Water Resources Development & Management
भारतीय प्रौद्योगिकी संस्थान रुड़की
Indian Institute of Technology Roorkee
रुड़की / Roorkee-247 667

Professor and Head

SJVN

Addl. General Manager,
Consultancy, Civil Design,
Shakti Sadan SJVN Ltd.,
Shanan, Shimla-171006 (H.P.)

7.0 FORCE MAJEURE

- 7.1 In the event of either party being rendered unable by force majeure to be performed by them under the MoA the relative obligation of the party affected by such force majeure shall up on notification to the other party be suspended for the period during which the cause lasts. The terms of force majeure shall include but not be restricted to natural calamity, earthquake, flood, war, riots, revolts, fire, sabotage and law and other situations due to terrorist activities.
- 7.2 All payments due for work done before the period of interruption due to force majeure shall be payable as scheduled. The Department of WRDM would hand over all the field data and reports generated till the date of occurrence of force majeure.
- 7.3 Either party reserves the right to terminate the MOA after a lapse of forty five days if force majeure continues.
- 7.4 Upon occurrence of such force majeure, the affected party shall notify the other party in writing within 45 days of the beginning of incident, giving full particulars and satisfactory evidence in support of its claim.
- 7.5 Time for performance of the relative obligations suspended by the force majeure shall then stand extended by the period for which such cause lasts.

8.0 ARBITRATION

- 8.1 In the event of any dispute or difference at any time arising between the parties relating to consulting project or any other clause(s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavored be resolved by mutual negotiations. If, however, such negotiations are in fructuous, the dispute should be finally settled through Arbitration and Conciliation Act, 1996 by three Arbitrators appointed in accordance with the said Act. The Arbitrators shall give reasoned and speaking award.

डा० एस० के० मिश्रा / Dr. S. K. MISHRA
प्रोफेसर एवं विभागाध्यक्ष / Professor & Head
पत्र संशोधन विकास एवं प्रबन्ध विभाग

Addl. General Manager,
Consultancy, Civil Design,
Shakti Sadan SJVN Ltd.,

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- 8.2. If any dispute arising out of this MoA, all actions will be subject to jurisdiction at Roorkee only. Place of Arbitration Tribunal will be at Roorkee and Language to be used in arbitration proceeding shall be English.
- 8.3 Any modification or alteration or addition in the said MoA will be made with mutual understanding of both the parties.

In the presence of:

Signed for and on behalf of SJVN Ltd

(Witnesses)

Name **Rajeev K. Aggarwal**

10/08/17
Dr. Vinay Guleria

Designation **Add. General Manager,
Consultancy, Civil Design,
Shakti Sadan SJVN Ltd.,
Shanan, Shimla-171006 (H.P.)**

2. *10/08/17*

Signed for and on behalf DWRDM

Dr. Ashish Pandey
Associate Professor
Deptt. of Water Resources Development & Management
Indian Institute of Technology Roorkee
Roorkee-247 007 (Uttarakhand) INDIA

Name

Designation

10/08/17
(Dr. SK MISHRA)
प्रोफेसर एवं निदेशक / Professor & Head
जल संसाधन विकास एवं प्रबन्धन विभाग
Deptt. of Water Resources Development & Management
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Indian Institute of Technology Roorkee
रुड़की / Roorkee - 247 007

