



उत्तराखण्ड **UTTARAKHAND**

K 467583

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF HIMACHAL PRADESH
AND
GOVERNMENT OF UTTARAKHAND
FOR THE EXECUTION OF KISHAU MULTIPURPOSE PROJECT
ON RIVER TONS
IN SIRMOUR DISTRICT IN HIMACHAL PRADESH AND
DEHRADUN DISTRICT IN UTTARAKHAND**

This memorandum of Understanding (MOU) is executed and entered into on this 20th day of June year Two Thousand and Fifteen (2015) between Government of Himachal Pradesh (herein referred as GoHP) through its Principal Secretary (MPP & Power) which expression shall, unless repugnant to the context or meaning thereof, include its successor(s), administrator(s) and permitted assign(s), of the FIRST PART;

AND

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Government of Uttarakhand (herein referred as GoU), THROUGH its Secretary (Energy) which expression shall, unless repugnant to the context or meaning thereof, include its successor(s), administrator(s) and permitted assign(s), of the SECOND PART.

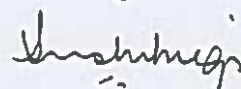
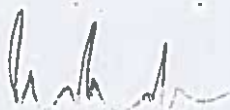
WHEREAS the signatories to this MoU would be GoHP & GoU (hereinafter referred as the two States).

AND WHEREAS Kishau Multipurpose Project (hereinafter referred to the Kishau Project) on river Tons in District Sirmour, Himachal Pradesh and District Dehradun, Uttarakhand and located about 45 Kms upstream of Dakpathar, with tentative installed capacity of 660 MW, is contemplated to be taken up for implementation comprising irrigation, water supply and power components.

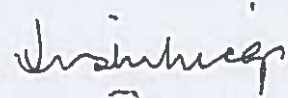
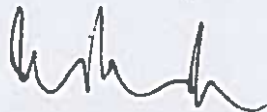
AND WHEREAS Kishau Project which has been declared as Project of National Importance by the Ministry of Water Resources, Govt. of India (GoI) and therefore, the GoI would be meeting 90% of the cost of Irrigation and water supply components of the Project while the remaining 10% cost of those components will be met by Uttar Pradesh & Uttarakhand, Haryana, Rajasthan, Delhi and Himachal Pradesh (hereinafter called as beneficiary States).

AND WHEREAS, it has been indicated that the GoI would be agreeable to fund 90% of the cost of power components also which the remaining 10% would have to be met by the two states.

NOW THEREFORE, FOR AND IN CONSIDERATION OF PREMISES AND MUTUAL COVENANTS SET FORTH HEREIN, AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:



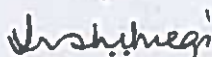
1. That the two States agree to take up the Kishau Project provided the GoI agrees to fund 90% of the total final cost of the project.
2. That the two States would be equal partners and therefore would be entitled to equal benefits, both direct and indirect from the project including enhanced energy & power generation from the downstream projects.
3. That the two states would work as one in all matters and endeavor to obtain maximum benefits and also assistance from all quarters wherever possible.
4. The Project would be got executed through a Special Purpose Vehicle (SPV) which will be a company registered under the Companies Act, 2013. The SPV shall be a JV between GoU and GoHP having equal share. The SPV shall undertake the execution and operation/maintenance of Kishau Project on behalf of the two States including obtaining statutory clearances and taking up land acquisition, resettlement of Projects Affected People (PAP), engineering, contracting, construction and commissioning etc. The SPV will be operational only when seed money is provided by the beneficiary States/Govt. of India.
5. That the SPV shall prepare and implement Rehabilitation & Resettlement (R&R) Plan for the Kishau Project as per the GoHP and GoUK guidelines which shall not be inferior to the National Policy on Rehabilitation & Resettlement for Project Affected Families (NPRR-2007) or any revision by GoI. In addition to R&R, the SPV shall also run community development schemes and corporate social responsibility programmes for the villages within/around the project site, to cater local area development including capacity/skill development of affected population, as per the objectives and policies of the SPV. The implementation of the R&R Plan would be the responsibility of the SPV.
6. Managing Director will be appointed through selection process by Selection Committee under the Co-chairmanship of Chief Secretaries of the two States.




All other directors (Part time / full time) will be nominated by respective States on equal proportion on rotation basis for a period of three years. Chief Secretaries of the two States would be the Chairman of the SPV on rotational basis for duration of two years.


7. Manpower for the SPV will be drawn from the two States on mutual basis, broadly in equal proportion.
8. Priority in recruitment will be given to the land outstees and locals for recruitment/engagement in Class III & IV posts and other casual workers on daily basis or through outsourcing etc; subject to individual fulfilling the qualification and job specification for the relevant post and vacancy positions.
9. The SPV will have its Head Quarter in Dehradun.
10. The two States will have a joint account in any nationalized bank and all money received for the Project will be deposited in this account. The SPV will withdraw money from this account as per requirements.
11. The detailed terms and conditions of the Implementation Agreement shall be formulated by mutual agreement between two States.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES IN THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

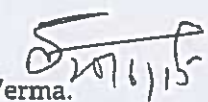
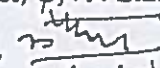

(S. K. B. S. Negi)
Principal Secretary (MPP & Power)
Govt. of Himachal Pradesh

Witness:-

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1. D. K. Sharma
Managing Director, HPPCL


(Dr. Umakant Panwar)
Secretary (Energy)
Govt. of Uttarakhand

Witness:-

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1. S. N. Verma.
Managing Director, UJVN Ltd.
2. Sandeep Singhal, 
Director (Project) 26.6.15