



सूचना का  
अधिकार  
RIGHT TO  
INFORMATION



भारतीय वन्यजीव संस्थान  
Wildlife Institute of India

ONLINE/SPEED POST

No. WII/RTI/CPIO/2019-20(Qtr-II)/17

Dated 15.07.2019

To,

Shri Debadityo Sinha,  
Vaishali Sector-9,  
Ghaziabad – 201 010

**Sub.: Information sought under Right to Information Act, 2005- reg.**

**Ref.: Your Online RTI Request Reg No. Nil WLIOI/R/2019/50015 dated 24.06.2019.**

Sir,

Please refer to your RTI Request on the above cited subject and reference. In this context, you were requested to deposit an additional fee of Rs. 40/- [20 Pages @ 2/page] u/s 7(3) of RTI Act, 2005 on 05.07.2019 towards the cost of providing the information in hardcopy/photocopy as the desired information are contained in 20 pages.

Since the additional fee is received from your end, the desired information sought by you is attached herewith.

Thanking you,

Yours faithfully,

(Dr. Anju Baroth)  
NO & CPIO (RTI)

Encl: as above.

*Shriwal*  
*16/7/19*

*o/c*

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82

Reply to the inquisitor regarding the project "Population status, Habitat and Its Use by Blackbuck (*Antelope cervicapra*) in and around Kaimur Wildlife Sanctuary, with reference to proposed Coal based Thermal Power Plant of 1320 MW, Mirzapur, Uttar Pradesh"

1.	Name of the thermal power plant, owner of the company and its location	1. Greenfield Coal based Thermal Power Plant (TPP) of 1320 (2x660 MW) Welspun Energy UP Private Limited (WEUPPL) 2. M/s. Welspun Energy UP Private Limited 3. Dadri khurd village, Mirzapur sadar Tehsil, Mirzapur District, Uttar Pradesh
2.	Copy of the Terms of Reference based on which the research project is carried out and any formal Memorandum of Understanding or Agreement signed by WII before undertaking the project	1. Terms of Reference ( <b>Annexure I</b> )
3.	Information on details of the scientist and other individuals who worked on behalf of WII and any other organization or company during the research project	<b>Team Leader</b> Dr. V.B. Mathur, <b>Director</b> <b>Investigators</b> Dr. Bilal Habib, <b>Scientist 'E'</b> Mr. Salvador Lyngdoh, <b>Scientist 'D'</b> Dr. S.P. Goyal, <b>Emeritus Scientist</b> <b>Researchers</b> Khursid Alam Khan ( <b>Project Ecologist</b> ) Rahul De ( <b>Project Biologist</b> ) Himanshu Kumar ( <b>Project Ecologist</b> ) Kumar Ankit ( <b>Project Ecologist</b> )
4.	Information on the present status of the project and information on different timelines followed in the project with all reports or updates produced till date	The project has been completed and final report has been submitted to the funding agency and other stakeholders on 31/05/19. ( <b>Annexure II</b> ) The project was initially for 6 Months started from June to November. ( <b>Annexure III</b> ) Later on, It has been extended till 31 March 2019. ( <b>Annexure IV</b> ) The copy of final report is > 1MB, hence it is being sent to your email ID.
5.	Copy of all correspondence with the centre and state government departments related to the research project and all reports and other documents exchanged.	( <b>Annexure V</b> ) ( <b>Annexure VI</b> )

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6.	Copy of correspondence with the representative of the company owning the thermal power plant and all information , reports, document etc exchanged between WII and the thermal power plant owner	(Annexure VII) (Annexure VIII)
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(Dr. S. P. Goyal)  
01.07.2019



Annexure - I

Annexure - I

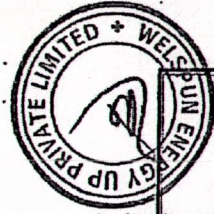
TABLE OF CONTENTS

1.0	DEFINITIONS	2
2.0	INTERPRETATION OF CONTRACT DOCUMENTS	4
3.0	ACCEPTANCE OF THE CONTRACT	5
4.0	SCOPE OF SERVICES / TERMS OF REFERENCES (TOR)	5
5.0	CONTRACT PRICE	6
6.0	SECURITIES	6
7.0	TAXES AND DUTIES	7
8.0	MEDICAL EXPENSES & INSURANCE	7
9.0	CONTRACT PERIOD AND TIME FOR COMPLETION	7
10.0	LIQUIDATED DAMAGES	7
11.0	LIMITATION OF LIABILITY	8
12.0	TERMS & MODE OF PAYMENT	8
13.0	INTELLECTUAL PROPERTY RIGHTS	9
14.0	OWNER'S PROPERTY	9
15.0	STATUTORY OBLIGATIONS	9
16.0	SAFETY	10
17.0	INDEMNITY	10
18.0	ASSIGNMENT	10
19.0	CONSULTANT'S LIABILITY FOR OWNERS EQUIPMENT/MATERIAL	11
20.0	GOVERNING LAW & JURISDICTION	11
21.0	FORCE MAJEURE	11
22.0	SUSPENSION	12
23.0	STANDARD OF CARE	12
24.0	TERMINATION	13
25.0	COMPLETION CERTIFICATE	14
26.0	VARIATION	15
27.0	AMENDMENT	15
28.0	SETTLEMENT OF DISPUTES	15
29.0	ARBITRATION	16
30.0	REPRESENTATIONS AND WARRANTIES	16
31.0	DRAWINGS	17
32.0	CONTROL	18
33.0	DELIVERABLES	18
34.0	PROGRAMME	18
35.0	PROGRESS REPORT	18
36.0	LANGUAGE	18
37.0	CONFIDENTIALITY	18
38.0	CHANGE IN LAW	19
39.0	SUBCONTRACTING	19
40.0	NOTICE	19
41.0	MISCELLANEOUS	19
42.0	ANTI-BRIBERY AND ANTI-CORRUPTION	20

ANNEXURE - I : NO CLAIM CERTIFICATE  
ANNEXURE - II : CERTIFICATE FOR RELEASE OF FINAL PAYMENT

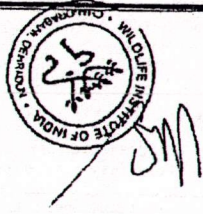


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GENERAL CONDITIONS OF CONTRACT (GCC)  
(FOR CONSULTANCY SERVICES)

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## 1.0 Definitions

1.1 The terms defined in this Clause 1.0, when used herein or any other document related to the Contract, shall have the meanings specified in this Clause.

Affiliate	Shall mean, in respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under direct, Indirect or common Control with, such Person.
Applicable Law	Shall mean, with respect to any domestic or foreign national, federal, regional, state, provincial, town, city, municipal or other Jurisdiction, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, notification, decree, judgment, decision, certificate, injunction, or conditions of any registration, license, permit, authorization, guideline, governmental approval, consent or requirement of any governmental authority of such jurisdiction, as construed from time to time by any governmental authority of such jurisdiction.
Approved / Approval	Shall mean as approved by or approval of the Owner in writing.
Codes and Standards	Shall mean the latest applicable International and Indian Codes and Standards.
Contract	Shall mean totality of the agreement between the Owner and Consultant as derived from the Contract Documents.
Contract Document(s)	Shall include the Service Order, GCC, SCC, Drawings, Specifications/TOR and any other document as may be designated by the Owner as a Contract Document.
Contract Price	Shall mean the sum specified in the Contract which is payable to the Consultant against the performance of its obligations as per the Contract Documents, subject to such additions and adjustments thereto or deductions or set-off there from, as may be made pursuant to the Contract document(s).
Control	Shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by agreement with respect to the voting of securities, by other agreement conferring control over management or policy decisions, by virtue of the power to control the composition of the board of directors or managers, or otherwise. The terms "Controlling" and "Controlled" shall have correlative meanings.
Consultant	Shall mean the Person/Company who is awarded the Contract by the Owner pursuant to which the Contract Documents have been entered into by such Person/Company and the Owner.
Business Day(s)	Shall mean a day other than a Sunday on which banks in Ahmedabad, India are open for business.
Completion	Shall mean that the Services have been performed to the satisfaction of the Owner in accordance with the terms of the Contract Documents.
Completion Certificate	Shall mean the certificate issued by the Owner to the Consultant upon the Completion of Services.

Drawings	Shall mean all maps, plans, tracings and prints and any detailed or working drawings referred to in the Contract Documents (including any modification of such drawings Approved by the Owner) and shall include: 1. Drawings furnished by the Owner / third party appointed by the Owner that relate to the provision of Services. 2. Supplementary drawings furnished by the Owner / third party appointed by the Owner to clarify and to define in greater detail the intent of the Contract and the Scope of Services. 3. Drawings furnished by the Owner / third party appointed by the Owner to the Consultant during the progress of the Services; and 4. Engineering data and drawings submitted by the Consultant provided such drawings are approved by the Owner.
Effective Date	Shall mean the date from which the Contract comes into full force and effect, which is more particularly set out in the Contract.
Encumbrance	Shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy, physical encumbrances and encroachments.
Enquiry/Tender	Shall mean and include the Request for Quotation (RFQ) accompanied by the GCC including all Annexures, Schedules, Drawings and Specifications/Terms of Reference (TOR).
GCC	Shall mean these General Conditions of Contract.
Good Industry Practice	Shall mean the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and internationally recognized and reputable Consultant engaged in the same type of undertaking under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
Inspector	Shall mean any firm or person as may be duly appointed and authorised in writing by the Owner from time to time to inspect the Services.
Intellectual Property Rights	Shall mean all patent, trademark, service mark, logos, copyright, design right, trade secret, mark, rights of authorship, inventions, moral rights, rights of Inventor ship, all applications, registrations and renewals in connection with any of the above, database rights, knowhow, rights of publicity, privacy and/or defamation, rights under unfair competition and unfair trade practice laws, and all other intellectual property rights in relation to the Services.
Losses	Shall include all losses, claims, damages, liabilities, amounts paid in settlement or otherwise and any cost or expense, including reasonable attorney's fees (including any cost and expense reimbursable to attorneys', whether or not a lawsuit or other proceeding is filed, and any levies, penalties, or any payments imposed by any government authority, for any reason whatsoever.
Month(s)	Shall mean calendar month of the Gregorian calendar.
Owner	Shall mean the Company as specified in the SCC/Contract.
Party or Parties	Shall mean the Owner or Consultant as applicable individually and / or collectively.
Persons	Shall include individuals, firms, partnerships, companies, corporations, trusts, governmental entities, joint ventures and other entities, whether incorporated or not.



Owner's representative	Shall mean the person appointed and authorised by the Owner for giving all notices, instructions, orders, certificates, approvals and all other communications under the Contract Documents and acting on behalf of the Owner.
Consultant's representative	Shall mean the person appointed and authorised by the Consultant in for giving all notices, instructions, orders, certificates, approvals and all other communications under the Contract Documents and acting on behalf of the Consultant.
Project/ Plant	Project shall mean the Works/Facilities being set up by Owner at location as specified in the SCC/Contract. OR Plant shall mean the Works/Facilities being operated & maintained by Owner at location as specified in the SCC/Contract.
Project/ Plant Site	Project Site shall include the land at location as specified in the SCC/Contract over which the Project is being developed by the Owner and shall include such other land parcels as may be specified in the Contract Documents as forming part of the Project Site. OR Plant Site shall include the land at location as specified in the SCC/Contract over which the Power Plant has been developed by the Owner and shall include such other land parcels as may be specified in the Contract Documents as forming part of the Plant Site.
SCC	Shall mean the Special Conditions of Contract.
Specifications	Shall mean all standards, technical guidelines, technical documents/specifications, provisions and requirements attached to, referred in and forming part of the Contract Documents, which pertain to the quality parameters, method, manner and time lines for performing the Services, as may be amended/modified/ reinstated from time to time.
Subcontractor	Shall mean any Person (other than Owner) providing Services or any part thereof to the Consultant in connection with Contract to whom whole or any part of the Services has been sublet by the Consultant with the prior written consent of the Owner and shall include its successors and permitted assigns.
Scope of Services/ Terms of Reference (TOR)	Shall mean the Scope of Services/ Terms of Reference more particularly set out as Annexure to the Enquiry/ Tender.
Services	Shall mean the services to be provided by the Consultant as specified under Scope of Services/ TOR.
Time for Completion	Shall mean the time specified in the SCC/Contract, within which Completion of the Services as a whole or of a part thereof, where a separate time for Completion of such part has been prescribed in the Contract, is to be attained in accordance with the provisions of the Contract Documents.
Writing	Shall include any manuscript typed or hand-written or printed statement, including email and facsimile transmission under or over signature or seal as the case may be.

## 2.0 Interpretation of Contract Documents

- 2.1 Subject to the order of precedence as set out in Sub-Clause 2.2 below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.

- 2.2 For the purpose of Interpretation, the priority of the documents shall be in the following sequence:

- The Contract including all Schedule/s and Annexure/s.
- All Minutes of Meeting and Correspondence exchanged subsequent to submission of Offer and prior to the Award of Contract. In case of any ambiguity the later document shall prevail.
- Special Conditions of Contract including all Annexure/s.
- Technical Specifications/ Scope of Services/ Terms of Reference including all Annexure/s, Schedule/s & Drawing/s etc.
- General Conditions of Contract including all Annexure/s

- 2.3 In case of any ambiguity or discrepancy, the Person nominated by the Owner shall issue the necessary clarifications or instructions to the Consultant.

- 2.4 Notwithstanding the sub-division of the Contract Document(s) into sections, every part of each shall be deemed to be supplementary to and complementary of each other.

- 2.5 All headings and marginal notes to the items of the General Conditions of Contract, the Special Conditions of Contract or to the Technical Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the Interpretation or construction thereof.

- 2.6 Wherever it is mentioned in the Contract that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do at its own cost and the Contract price shall be deemed to have included the cost of such performances and provisions so mentioned.

- 2.7 Words incorporating the singular only shall also include the plural and vice-versa where the context requires.

- 2.8 The materials, designs and workmanship shall satisfy the applicable Specifications, Codes and Standards contained herein and referred to. Where the Contract stipulates requirements in addition to those contained in the Codes and Standards, those additional requirements shall also be satisfied.

## 3.0 Acceptance of the Contract

- 3.1 The Contract constitutes the entire agreement between the Parties with respect to performance of Services by the Consultant in consideration of payment of Contract Price by the Owner, as evidenced by the execution of Contract by the Parties.

- 3.2 The Contract shall be in full force and effect for the period set out in the Contract.

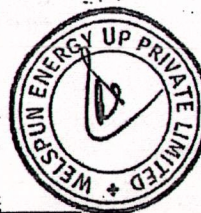
## 4.0 Scope of Services / Terms of References (TOR)

- 4.1 Detailed Scope of Services / TOR shall be as specified/ enclosed as Annexure in the SCC/Contract.

- 4.2 Consultant shall fully comply with and adhere to the terms and conditions of the Contract Documents and provide the Services in accordance with the Scope of Services. The Consultant hereby agrees that it shall not deviate from the Scope of Services without prior written approval of the Owner.

- 4.3 The Consultant agrees that the Scope of Services specified in the Contract Documents may not be complete or comprehensive and is intended to provide general overall guidance to enable the Consultant to understand and perform all of the Services required under the Contract. Any activity, work or service that is necessary or required in order for the Consultant to fully perform its obligations and responsibilities under the Contract and for completing the

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intended Scope of Services, such activities/work/services shall be deemed to form part of the Scope of Services, whether or not specifically described under the Contract Documents or foreseeable by the Parties on the Effective Date.

#### 5.0 Contract Price

5.1 The Contract Price shall be as specified in the Contract.

5.2 The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall cover all its obligations under the Contract.

5.3 Expenses against travelling, lodging, boarding and local conveyance necessary for the execution of Services shall be pre-approved by the Owner. Such expenses shall be reimbursed by the Owner at actual against the receipt of adequate documentary evidence from the Consultant.

5.4 Contract Price shall be the full and final price payable by Owner to Consultant for performance of its Services in accordance with the Contract.

#### 6.0 Securities

6.1 The Consultant shall provide the Securities in favour of the Owner at the times, and in the amount, manner and form as specified in the SCC/Contract.

6.2 Compliance for submission of Securities in case of Foreign Consultant:

If the Consultant is based outside of India, the Securities required in the form of Bank Guarantees shall be only from the Banks which are having minimum rating of A or equivalent by credit rating of international repute.

#### 7.0 Taxes and Duties

7.1 Applicable taxes, duties, levies shall be as specified in the SCC/Contract.

7.2 Any new tax or variation in applicable taxes after the award of the Contract up to the scheduled Completion of the entire Services shall be to the account of the Owner. Consultant shall inform the applicability of such taxes & duties to Owner and take prior approval before raising such invoice.

7.3 If there is a delay in Completion on account of the Consultant and if there is any statutory increase in duties / taxes / levies or implication of any new taxes/ duties during the period of delay, in such case the difference in tax/ duty amount shall be in account of the Consultant.

7.4 The Consultant shall pass on the benefit obtained towards the taxes and duties to the Owner and shall provide any tax exemption certificate/documents for claiming exemption by the Consultant, if any.

7.5 As regards Indian Income tax, surcharge of income tax, withholding tax or any other corporate tax, the Owner shall not bear any tax liability whatsoever irrespective of the mode of contracting. The Consultant shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. The Owner shall however, deduct applicable tax at source as per law from all payments to be made to the Consultant under the Contract and the Owner will issue the TDS (Tax Deducted at Source) certificates for the same to the Consultant.

7.6 Taxes & Duties in case of Foreign Consultant shall be as below:

7.6.1 All taxes outside India would be to Consultant's account.

7.6.2 Withholding Tax (under Income-tax Act read with DTAA between India and Consultant's Country), which is based on representation of the Consultant that it does not have a business connection or a permanent establishment in India, shall be on Owner's account. All other taxes within India would be to Owner's account.

7.6.3 However, in case of any liability to pay income-tax in India in future on account of a business connection or permanent establishment of the Consultant in India, would be to Consultant's account.

#### 8.0 Medical Expenses & Insurance

8.1 All medical expenses & insurance of personnel deployed by Consultant at Project / Plant Site or anywhere in the world for execution of Services under the Scope of the Contract shall be borne by Consultant. Consultant shall also insure the vehicles / equipment's and any other assets engaged by it for providing Services under the Contract. Owner shall not be liable to compensate for any injury or damage (including death) suffered by the Consultants' personnel or vehicles/equipment's deployed at Project/Plant.

#### 9.0 Contract Period and Time for Completion

9.1 The time and date of Completion shall be deemed to be the essence of the Contract and the Services shall have to be completed not later than the Completion date (s) specified in the SCC/Contract. Should the Consultant fail to complete the Services or any part thereof within the specified period, the Owner shall be entitled at its option:

- To recover from the Consultant, liquidated damages as stated in Clause 10.0 below.
- To employ any other consultant to perform the Scope of Services on Consultant's risk and cost, after giving due notice to the Consultant.
- To cancel the Contract or part thereof if so desired and to execute the Services or have it executed by any other Consultant, at the risk and cost of the Consultant.

9.2 The Owner may recover the amounts due from the Consultant pursuant to the terms of Sub-Clause 9.1 above from any amounts due or withheld and/ or from the Securities as maybe available and or in any other manner as may be deemed appropriate by the Owner.

#### 10.0 Liquidated Damages

##### 10.1 Liquidated Damages for Delay:

If the Consultant fails to comply with Clause 9.0 above, the Owner shall be entitled to recover from the Consultant liquidated damages as specified in the SCC/Contract for delay till the date of issuance of the Completion Certificate by Owner.

##### 10.2 Liquidated Damages for Performance:

If the Consultant fails to perform the Services in accordance with the terms of the Contract Documents, which include among others, the Drawings, Specifications and standards set out therein, the Consultant shall pay liquidated damages for such shortfall in performance as specified in the SCC/Contract.

10.3 The combined maximum ceiling limit of liquidated damages on account of delay in completion and on account of shortfall in performance shall be as specified in the SCC/Contract.

10.4 The liquidated damages payable by the Consultant under the Contract Documents may be deducted by the Owner from outstanding payments due or which may become due to the Consultant. If and to the extent that such monies are insufficient, the Consultant shall forthwith pay the deficient amount to the Owner. Without prejudice to the aforesaid right, the Owner shall be entitled to recover the liquidated damages by invoking the Securities as maybe available, whether in part or full, and upon such invocation the Consultant agrees to restore the same to its original agreed amount within a period of 15 Business Days from such invocation.

10.5 The Parties agree that the liquidated damages for performance and delay are a genuine pre-estimate of losses that may be suffered by the Owner for such shortfall in performance and/or delay in completion of Services, as the case may be, and that the amount of liquidated



damages as set out in the SCC have been estimated in good faith as fair compensation and are not in the nature of a penalty.

- 10.6 The Imposition and payment of liquidated damages shall neither relieve the Consultant from its obligation to deliver the Services nor from any other obligations and liabilities under the Contract, and shall not prejudice any other remedy which the Owner may have under the Contract Documents or applicable law, including the right to get the Services completed through other Consultant/ Agency at Consultant's risk and cost. Any correspondence or minutes of the meetings and/or acceptance of delayed Services by the Owner shall not be construed as waiver of liquidated damages or any other remedy available to the Owner.

#### 11.0 Limitation of Liability

- 11.1 None of the Parties shall be liable to the other, whether in Contract, tort, or otherwise, for any losses or damages which are indirect or consequential in nature, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Owner in accordance with Clause 10.0.
- 11.2 Subject to the provisions of Sub-Clause 11.3 below, the aggregate liability of the Consultant to the Owner under the Contract shall not exceed the Contract Price (including taxes & duties).
- 11.3 The limitation of liability under Sub-Clause 11.2 above shall not apply to (a) any obligation of the Consultant to repay for rejected Services (b) negligence or willful misconduct or deceit; (c) violation of any provision of applicable law or terms and conditions of a statutory license/permit/approval/clearance; (d) infringement of any third party Intellectual Property Right by the Consultant.

#### 12.0 Terms & Mode of Payment

- 12.1 Payment terms shall be as specified in the SCC/Contract.
- 12.2 The Payment shall be made as per the certified amount by the Owner's Representative after receipt of a correct and error free invoice from Consultant, subject to adjustment of the following:
- a) Amounts due to Owner payable by Consultant.
  - b) The previous payments (including advance payments) made, if any. Holds suggested by Owner's Representative, if any.
  - c) Statutory deductions (e.g. Income Tax / TDS, etc.), if any.
  - d) Other deductions if any.
- 12.3 The Consultant shall mention the reference of Contract in each invoice (i.e. SO No., GST No., HSN/ SAC and Income Tax Pan No.).
- 12.4 The Consultant shall ensure that Invoices against Scope of Services are drawn up exactly in accordance with Contract.
- 12.5 Final payment is conditional upon the fulfilment of Consultant's obligations to provide all drawings / documentation as required by the Contract and signing and delivering the 'No Claims' certificate and 'Certificate for Release of Final Payment' as set out in Annexure I and Annexure II respectively. Invoice(s) shall not be processed for payment until all such obligations are fulfilled.
- 12.6 Any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the Services covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper Services or as relieving the Consultant from its responsibility and liabilities under the Contract.
- 12.7 All the payments under the Contract shall be made by the Owner directly to the Consultant. All payments shall be made in Indian currency to the bank account of Consultant in accordance with the wire transfer instructions provided by Consultant to Owner under the SCC.

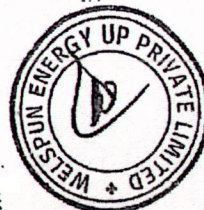
#### 13.0 Intellectual Property Rights

- 13.1 The Consultant hereby agrees that all its Intellectual Property Rights, whenever created, in all the designs, Drawings, documentation, inventions and discoveries made by Consultant in the course of performing its obligations under the Contract shall at all times vest with Owner and Consultant agrees to do all such acts, deeds and things and execute all documents and deeds as may be required to absolutely vest such Intellectual Property Rights in the Owner. The Owner retains copyright of all documents prepared by the Consultant for and on behalf of the Owner. For the avoidance of doubt, the Owner shall have the unrestricted right to use, copy or modify such copyright them for the Services and the purpose for which they are intended and need not obtain the Consultant's permission for such use.
- 13.2 Consultant hereby represents and warrants that it is the registered owner or a valid licensee of all Intellectual Property Rights required for the performance of Services in accordance with the terms of the Contract, and the performance of Services by the Consultant do not and shall not infringe any Intellectual Property Right registered by any third party (other than the ones licensed to it by a third party) and to the extent Intellectual Property Rights of any Person are used or incorporated or proposed to be used in performance of its obligations under the Contract Documents, Consultant has obtained the necessary license, authorization or consent from such Person for use of such Intellectual Property Rights as necessary to perform it's obligations under Contract.
- 13.3 The Consultant hereby agrees to defend, indemnify and hold the Owner harmless against all claims, losses, damages, actions, proceedings, costs and expenses which arise from or are any way related to any infringement claim of any third party that the performance of use of the Services infringes or misappropriates such third party's Intellectual Property Rights.
- 13.4 In the event Owner notifies Consultant of any such claim or proceeding initiated by a third party, Consultant shall assume control of such claim or proceeding through its own counsel. Consultant shall not compromise or settle any such claim or proceeding or admit any liability or wrongdoing by Owner without the express prior written consent of Owner.
- 13.5 If performance of any Service is held to constitute an infringement or misappropriation of any Person's Intellectual Property Rights, Consultant shall in addition to its indemnification obligations under this Clause 13.0, at its sole cost and expense use best efforts to: (a) procure the right for Consultant to continue the performance of Service or any part thereof without any interruption or payment of any amount by Owner; (b) modify or amend the Service or any part thereof such that it ceases to infringe upon Intellectual Property Rights of such Person, provided that such amended/modified Service is consistent with the Scope of Service and meets the Specifications.
- 14.0 Owner's Property
- 14.1 Anything supplied by or paid by the Owner for the use of the Consultant shall be property of the Owner and wherever practicable the same shall be so marked. When the Services are completed or terminated, the Consultant shall furnish inventories to the Owner of what has been consumed in the performance of the Services and shall deliver it in the manner as directed by the Owner.
- 15.0 Statutory Obligations
- 15.1 All statutory permissions/approvals required for the Completion of Services shall be obtained by the Consultant. The Consultant shall be responsible and liable for the compliance with all laws applicable to the performance of its obligations under the Contract.
- 15.2 All persons deployed by the Consultant shall be on his pay roll. The Consultant shall be responsible and absolutely liable for all labour law compliances including but not limited to compliances relating to payment of wages, provident fund contributions, bonus and other statutory obligations. The persons deployed by the Consultant shall at all times remain under the control and supervision of the Consultant.

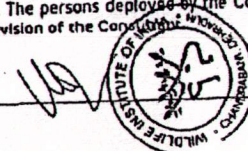
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Version dated 24.03.2018





#### 16.0 Safety

16.1 The Consultant shall ensure that while performing the Services, its employees and representatives shall adhere to the Owner's health, safety and security policies and standards applicable to the Project/Plant and the Project/Plant Site. The Consultant agrees that it is entirely responsible for the safety, health and security of its personnel operating within the Project / Plant Site and in case of any accident, the entire medical and other expenses, if any shall be borne by the Consultant.

16.2 The Consultant shall be responsible and liable for any injury caused to Persons, animals or things and for all damages to the property of the Owner or third parties which is attributable to carelessness, negligence, wilful misconduct, mishandling or breach of its obligations under the Contract.

16.3 The Consultant shall provide their personnel with all safety gears like safety helmets, belts, goggles, shoes, gloves etc. as necessary for performing the Service.

16.4 The Consultant shall comply with and cause its employees and representatives to comply with all applicable health and safety laws (such as the Factories Act, 1948) so far as they are applicable to or related or connected to the performance of Services under the Contract.

16.5 Consultant shall make its employees aware of the nature of job, operating conditions, safety requirement and suitability of his employees to carry out such jobs safely.

#### 17.0 Indemnity

17.1 Notwithstanding anything contained in the Contract to the contrary, Owner shall not be responsible or liable in any manner whatsoever for any losses either under the Contract or applicable law (including under law of torts) incurred or suffered by Consultant that may arise or result from, or occasioned by or in connection with the performance of Services by Consultant.

17.2 Consultant hereby agrees to defend, indemnify and hold harmless the Owner and its Affiliates, other Contractors on the Project/Plant and/or Project/Plant Site, employees, representatives, agents and their respective successors and assigns against all Losses arising out of, related to or anyway connected with the (a) breach by Consultant of its obligations under the Contract Documents; (b) any financial liability such as increase in rate of taxes and duties, levies, insurance tariff, fines, penalties etc., arising consequent upon failure of the Consultant to adhere to the stipulated Completion schedule; (c) breach of confidentiality obligations by the Consultant or its employees and representatives; (d) gross negligence or wilful misconduct of Consultant in performance of Services under the Contract; (e) violation of any applicable law or applicable permit by the Consultant; (f) injury to or death of any Person or damage to or loss of property of any Person attributable to any acts or omissions of the Consultant.

17.3 Consultants' indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or wilful misconduct of, or by defects in design furnished by, the party to be indemnified. Consultants' defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Owner for legal action to enforce Consultants' indemnity obligations.

17.4 Owner shall be entitled to retain from payments otherwise due to Consultant, such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Consultants' indemnity obligations under this Clause 17.0, until such claims suits or liens have been settled and satisfactory evidence to that effect has been furnished to Owner.

#### 18.0 Assignment

18.1 The Owner shall be entitled to assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the consent of the Consultant. In particular, the Consultant hereby consents to the grant and creation by the Owner of a security interest in and assignment of this Contract and any and all of the Owner's rights, title and interests in and

under this Contract in favour of any lender or its security agent or trustee; and in furtherance of and to give effect to such security interest and assignment, the Consultant agrees to enter into such contracts, undertaking and consents and deliver such legal opinions as are reasonably customary and as may be required by any of the lenders.

18.2 The Consultant shall not be entitled to assign any part of the Contract or any benefit or interest in or under this Contract without the prior written consent of the Owner.

18.3 The Consultant agrees that in spite of assignment of its rights under the Contract Documents to a third party, all rights of the Owner provided in the Contract Documents shall remain valid and enforceable against the Consultant and the assignee, jointly and severally.

#### 19.0 Consultant's Liability for Owner's Equipment/Material

19.1 Where Owner for the purpose of Contract issues equipment/ material free of charge (i.e. Free Issue equipment/material) to Consultant, such equipment/ material shall be and remain the property of Owner and shall be labelled as such by Consultant but the risk in such equipment/ material shall pass to Consultant upon receipt of such equipment/ material by Consultant until Completion of Services in accordance with Contract. Consultant shall be responsible for the safe delivery and storage and proper use and maintenance of such Free Issue equipment/ material at its own cost and expense. Consultant shall maintain all such equipment/ material in good condition and shall use them solely in connection with Contract. Loss or damage to such equipment/ material arising from bad workmanship or negligence of Consultant shall be made good at Consultant's expense. The Consultant shall undertake quarterly (or at shorter intervals, if so requested by Owner), reconciliation of the Free Issue equipment/material and submit a statement of their usage, consumption (in case of consumables) and maintenance in the form approved by Owner.

19.2 Owner hereby disclaims all guarantees and warranties, including any implied guarantees and warranties under the Contract Documents or applicable law, in respect of any Free Issue equipment/material furnished by Owner to Consultant.

#### 20.0 Governing Law & Jurisdiction

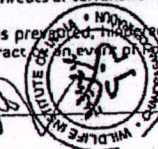
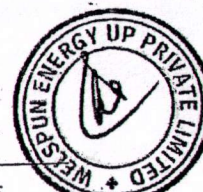
20.1 The Contract shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts at Ahmedabad.

#### 21.0 Force Majeure

21.1 "Force Majeure" shall mean any event (a) beyond the reasonable control of the Parties; (b) which is unavoidable notwithstanding the reasonable care of the Party affected; (c) which is not attributable to any breach or negligence of any of the Parties; and (d) which could not have been reasonably foreseen; and shall include, without limitation, the following:

- (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) riot, commotion, strikes, lock outs or disorder; or
- (f) acts or threats of terrorism.

21.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract or an event of Force Majeure, then it shall notify the other in writing of the





occurrence of such event and the circumstances thereof within seven (07) Business Days of the occurrence of such event.

- 21.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended for the period such Force Majeure exists and in such case both the Parties hereto shall mutually discuss and arrive at the further course.
- 21.4 The Party affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under Sub-Clause 21.6.
- 21.5 Delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract and shall not entitle a Party to claim for damages or additional cost or expense occasioned thereby.
- 21.6 If the Performance of the Contract is substantially prevented, hindered or delayed for a single period of more than one hundred and twenty (120) Days or an aggregate period of more than two hundred and forty (240) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties shall attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.
- 21.7 In the event of termination pursuant to Sub-Clause 21.6, Owner shall pay all amounts which were due and payable to the Consultant prior to the occurrence of the event of Force Majeure, after adjusting/deducting there from any amounts due and payable by the Consultant to the Owner under the Contract. The Parties agree that other than the payments set out herein no other termination payments, costs or expenses shall be payable by the Owner to the Consultant.
- 22.0 Suspension
- 22.1 The Owner's representative, by issuing a notice to the Consultant, may order the Consultant to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the date of the suspension and the reasons therefore. The Consultant shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Services) until ordered in writing to resume such performance by the Owner.
- 22.2 The Owner will issue orders for suspension or reinstatement of the Contract to the Consultant in writing. The Time for Completion of the Services will be extended suitably by the Owner which in any case shall not be more than for a period equal to duration of suspension. Any necessary and demonstrable cost incurred by the Consultant as a result of such suspension of the Services will be reimbursed by the Owner, provided such costs are substantiated to the satisfaction of the Owner. The Owner shall not be responsible for any loss, damage, cost, expense or other liabilities if suspension or delay is due to some default on the part of the Consultant or its Subcontractor.
- 22.3 During the period of suspension, the Consultant shall not remove from the Project/Plant site any plant or equipment employed by it for providing the Services, without the prior written consent of the Owner.
- 23.0 Standard of Care
- 23.1 Consultant shall exercise utmost degree of care, skill and diligence in the performance of services as is exercised by a professional firm for similar Services.



## 24.0 Termination

### 24.1 Consultant's Default:

24.1.1 Without prejudice to any other rights the Owner may have under the Contract, equity or applicable law, it may terminate this Contract, in whole or in part, by giving a notice of termination to the Consultant upon the occurrence of any of the following events (each, a "Consultant Event of Default"):

- (a) If Consultant and/or Sub Contractor becomes bankrupt or insolvent or has a receiving order made against it or compound with its creditors or being a corporation commences to be wound up (not being member's voluntary winding-up for the purpose of amalgamation or reconstruction) or carries on its business under a receiver for the benefit of its creditors or any of them;
- (b) Consultant fails, refuses or neglects to deliver Services with due diligence and expedition, or to comply with any reasonable order given to him in writing by Owner, or contravenes any provisions of the Contract or is in breach of any of its representations, warranties, conditions or obligations under the Contract Documents, which breach is not cured within a period of seven (7) Business Days from the date of giving of a written notice of such breach by the Owner to the Consultant;
- (c) Consultant commits fraud or is grossly negligent or wilfully misconducts in the performance of its obligations under the Contract Documents;
- (d) Consultant disregards or violates any applicable law or conditions of applicable permits. However, if such violation is curable or compoundable, Consultant Event of Default will occur if such violation is not cured within either of the following periods, as may be applicable: (i) within the maximum cure time allowed under the relevant applicable law or applicable permit; (ii) within the time allowed by the relevant governmental authority for curing of such violation; or (iii) in the event (i) or (ii) are not applicable, within a period of [seven (7)] Business Days from the date of giving of notice of such violation by the Owner to the Consultant;
- (e) Consultant abandons or suspends performance of Services or a material portion of the Services for a consecutive period of seven (7) Business Days.

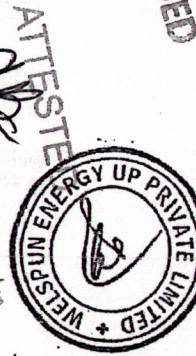
24.1.2 In the event the Owner elects to terminate the Contract, in whole or in part, pursuant to a Consultant Event of Default, then without prejudice to any other rights the Owner may have under the Contract, equity or applicable law, the Owner shall be entitled to (a) complete the Services himself or with the assistance of third parties at the Consultant's sole risk and expense; or (b) reduce the Scope of Services of the Consultant and get such part of Services performed by any other consultant at the sole risk and cost of the Consultant.

24.1.3 In the event of termination of the Contract pursuant to Sub-Clause 24.1, the Consultant shall (a) permit the entry of authorized representative of Owner into the premises occupied by the Consultant or his Subcontractor on the Project/ Plant Site for the purpose of removing or otherwise dealing with the Services, and/or (b) otherwise deal with Services as the Owner shall direct.

### 24.2 Termination for Convenience of Owner:

24.2.1 Owner may suspend or terminate Contract in whole or in part by written notice to Consultant for the convenience of the Owner. Unless otherwise stated in the Contract, in the event of termination, Owner shall make payment to Consultant for all costs incurred prior to such termination as may reasonably be allocated to Contract under recognized accounting practice, together with reasonable allowances for overheads and profit on Service performed. Owner shall have the right to use for any purpose any Services for which payment has been or is to be made.

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#### 24.3 Owner's Default:

24.3.1 Without prejudice to any other rights the Consultant may have under the Contract, equity or applicable law, it may terminate this Contract by giving a notice of termination to the Owner upon the occurrence of any of the following events (each, a "Owner Event of Default"):

(a) If Owner becomes bankrupt or insolvent or has a receiving order made against it or compound with its creditors or being a corporation commences to be wound up (not being member's voluntary winding-up for the purpose of amalgamation or reconstruction) or carries on its business under a receiver for the benefit of its creditors or any of them;

(b) Owner is in breach of any of its representations, warranties, conditions or obligations under the Contract Documents, which breach is not cured within a period of seven (7) Business Days from the date of giving of a written notice of such breach by the Consultant to the Owner;

24.4 Upon the expiry of the Contract Period/ Term or termination of the Contract pursuant to the provisions of Sub-Clause 24.1 to 24.3 above, the Owner shall pay all amounts due and payable for Services validly rendered by the Consultant in accordance with the terms of the Contract Documents, after deducting/adjusting there from all amounts due and payable by the Consultant to the Owner under the Contract. The Consultant shall, unless otherwise instructed by the Owner, de-mobilize its manpower and remove all its systems and equipment's and leave the Project/ Plant Site free and clear of all Encumbrances.

24.5 Any Services held in Consultant's works on the happening of any events giving the right of termination granted by Sub-Clause 24.1 or otherwise that have already been paid for by Owner and shall not be held to be part of the deliverables/ assets of Consultant, the same shall be passed to the Owner or, shall be released to Owner on demand.

#### 25.0 Completion Certificate

25.1 All the completed Services are subject to final acceptance of the Owner and inspection regarding quality and Specifications. Consultant shall inform Owner in writing on completion of the whole Services under Contract and request for issue of Completion Certificate. Upon such intimation, Owner shall conduct an independent assessment of the conformity of the Services rendered with the Specifications, Drawings, standards and other technical requirements under the Contract Documents. The Owner shall issue a Completion Certificate if it is satisfied that the Services meet all the requirements under the Contract Documents.

25.2 In the event the Owner determines, from its independent assessment/ inspection, that the Services are being or have been rendered in a defective manner or do not comply with the provisions of the Contract Documents, the Consultant shall, at no cost to Owner and upon intimation from the Owner promptly, provide its plan to rectify or correct the provision of Services such that the Services comply with the performance standards and Specifications. The plan may include, *inter alia*, re-performance of non-compliant parts of the Services, mobilization of more manpower for the Contract or deployment of manpower of specific skills, expertise and experience, use of specialized equipment, tools or tackles. For the avoidance of doubt, all the above plans and activities shall be employed by the Consultant without any cost to the Owner and shall be without prejudice to the right of the Owner to levy liquidated damages in accordance with Clause 10.0.

25.3 If the Consultant is unable to rectify the defective Services within the time specified by the Owner, the Owner shall, without prejudice to any other right available to it under the Contract or otherwise, be entitled to reject the Services which are not in conformity with the terms of the Contract Documents. No payment shall be made for such rejected Services. The Consultant agrees that Owner's decision to reject the Services shall be final and binding on the Consultant and the Consultant hereby waives any and all rights under the Contract or applicable law, including compensation, loss or damages for such rejection of Services.

#### 26.0 Variation

26.1 The Owner may, notwithstanding anything to the contrary under the Contract Documents, increase, decrease, vary, modify or change the Scope of Services ("Variation"), by issuing a notice for Variation. The notice shall specify in reasonable detail the nature of variation proposed by the Owner.

26.2 Upon receipt of the notice mentioned above, the Consultant shall, within fifteen (15) Business Days from the receipt of such notice, provide the following details to Owner:

- (a) Any adverse impact, if any, which the Variation will have on the provision of Services under the Contract;
- (b) The cost to be incurred by Consultant for affecting such Variation;
- (c) Time which may be required by Consultant to affect such Variation.

26.3 The Owner may convey its agreement or otherwise on the assessment made by the Consultant in Sub-Clause 26.2 above. In case of disagreement on any aspect of the above assessment, the Parties shall cause their respective authorized representatives to meet and resolve such differences. If such differences are resolved to the satisfaction of the Owner, it shall issue an order to the Consultant, setting out in clear terms the agreed scope of Variation and the time and cost involved in effecting such Variation by the Consultant ("Variation Order"). For the avoidance of doubt the Parties agree that the terms and conditions of the Contract Documents shall continue to be applicable to any Service which is subject matter of Variation.

26.4 Notwithstanding anything to the contrary contained in this Clause 26, after giving the notice for Variation and receiving the details set out in Sub-Clause 26.2 above from the Consultant, the Company may alternatively engage other Persons to perform the Variation (whether through an open competitive bidding process or otherwise). The Consultant agrees that it will not raise any objections to such alternative arrangement and provide all reasonable assistance as may be required by the new consultant for performing the Variation.

#### 27.0 Amendment

27.1 The Owner shall have the right to change the Drawings, Specifications or other descriptions, the time, method or place of performance of Services by serving a reasonable prior written notice to the Consultant. Upon receipt of such notice, the Consultant shall proceed promptly to make such changes. If any such change causes a change in the cost of the Services or in the time required for performance, the Consultant shall provide prompt notice to the Owner of any such change and an equitable adjustment shall be negotiated promptly and the Contract shall be modified in writing accordingly.

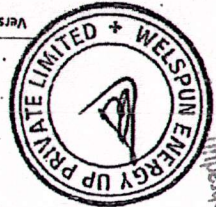
27.2 No amendment or modification to other terms of the Contract shall be made except by written amendment signed by the Parties.

#### 28.0 Settlement of Disputes

##### 28.1 Owner's Representative

28.1.1 If any dispute of any kind whatsoever shall arise between the Owner and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its interpretation, existence, validity or termination, or the execution of the Services whether during the progress of the Services or after their Completion and whether before or after the termination, abandonment or breach of the Contract, the Parties shall seek to resolve any such dispute or difference by referring the matter to Owner's Representative. Owner's Representative shall give his decisions within thirty (30) Days of referring the dispute. Either Party, if not in agreement with the decision of Owner's Representative, may refer the dispute to arbitration pursuant to Clause 29.0 within thirty (30) Days of decision by the Owner's Representative.





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whether in cash or in kind, to or for (i) any governmental official, employee, representative or agent, (ii) any employee, officer, director, representative or agent of Owner or its Affiliates, or (iii) any other Person with respect to the negotiation, execution or performance of this Contract;

g) The Services performed under and in accordance with the provisions of the Contract Documents will be free from all defects, conform to all the provisions of manpower and that the Services will be free from all defects, conform to all the provisions of the Contract Documents and applicable laws.

30.2 Owner represents, and warrants that:

a) It is a corporation duly organized, validly existing, and in good standing under the laws of India; and

b) Execution, delivery and performance of the Contract by Owner and the consummation of the transactions contemplated thereby do not and will not (i) contravene Owner's certificate of incorporation, its constituent documents or by-laws; (ii) conflict with or result in a breach of or default under any license, indenture or agreement to which Owner is a party that would materially and adversely affect Owner's ability to perform its obligations under the Contract; or (iii) breach any applicable laws, judgment, decree, order or ruling of any court, governmental authority, regulatory body to which Owner is a party or by which any of its assets are bound.

31.0 Drawings

31.1 The Consultant shall submit two copies (or such other number as may be specified in the Contract) of all its Drawings to the Owner for its review. The Owner may make any comments or recommendations thereon and return a duly signed copy of the Drawings to the Consultant within fourteen (14) days of receipt of the said Drawings from the Consultant. The Consultant shall incorporate the comments and recommendations of the Owner in the Drawings and return two copies thereof (or such other number as may be required by the Owner) to the Owner within fourteen (14) days from receiving the comments from the Owner. The procedure set forth in this Sub-Clause 31.1 shall apply again to such Drawings until the Owner is satisfied that such Drawings conform to its requirements.

31.2 Notwithstanding any review or comments by the Owner, the Parties agree that the Consultant will be solely responsible for the accuracy, sufficiency and fitness of the Drawings for the intended purpose.

31.3 No deviation from or modification to the Drawings shall be made without Owner's prior approval in writing.

31.4 In the event of any inconsistency, inaccuracy or ambiguity in the Owner's Drawings or documentation, or if, in the option of the Consultant, any detail thereof requires modification, the Consultant shall notify the Owner immediately in writing and obtain its instructions before proceeding with the Services in question, which it shall perform in compliance with such instructions. Owner hereby disclaims all guarantees and warranties, including any implied guarantees and warranties under the Contract Documents or applicable law, in respect of its Drawings.

31.5 The Consultant shall promptly correct at its cost, any error, discrepancy or omission in any Drawing, if the Consultant neglects or refuses to make any such correction, the Owner may, without prejudice to any other of its rights, and after giving notice of its intention to do so to the Consultant, proceed to make the correction itself, or the Owner may employ another party to do so and to recover the cost thereof from the Consultant. The Consultant agrees to comply with such Drawing while performing its Services under the Contract. The Owner shall not be obliged to accept from the Consultant any drawing corrected by the Consultant under this Clause 31.0 after the date of such notice. The Owner shall not be obliged to make any payment for or associated with such corrected Drawing but if made, any such payment shall be subject to the provisions of Clause 17.0.

17



29.0 Arbitration

29.1 The arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended from time to time. The venue of the Arbitration shall be Ahmedabad. The arbitration shall be conducted in English language.

29.2 The Arbitration proceedings shall be conducted by a sole arbitrator, to be mutually appointed by the Parties within fifteen (15) Business Days of reference of such dispute to arbitration by a Party. However, in the event, Parties are unable to agree on a sole arbitrator within the aforesaid time period, each Party shall appoint one arbitrator and the two arbitrators shall appoint third arbitrator as the presiding arbitrator.

29.2.1 The Parties agree that any award rendered by the arbitrator(s) by a majority vote in connection with a dispute shall be final and binding on the Parties.

29.2.2 The arbitration expenses shall be borne by the Party against whom the award is made unless otherwise directed by the arbitrators in the award.

29.3 Notwithstanding any reference to the Owner's Representative under Clause 28.0 or to arbitration under this Clause 29.0.

29.3.1 The Parties shall continue to perform their respective obligations under the Contract which are not subject matter of the dispute.

29.3.2 The Parties agree that except in relation to the provisions which are made to survive termination of the Contract or which by their very nature survive such termination, no claim, action or proceeding shall be initiated by a Party against the other for anything related to, connected with or arising out of the Contract after a period of ninety (90) Days from final payment to the Consultant or return of Performance Security under the Contract, whichever is later.

30.0 Representations and Warranties

30.1 Consultant represents and warrants that:

a) It is a corporation duly organized, validly existing, and in good standing under the laws of the country or state in which it is organized or incorporated and hereby waives any immunity in any jurisdiction in respect of the Contract or matters arising thereunder;

b) It is duly qualified to do business in all jurisdictions and owns or possesses all applicable permits that are necessary to operate its business as it is currently being conducted and to perform its obligations under this Contract and that the copies of such applicable permits have been delivered to Owner;

c) The execution, delivery and performance of the Contract by Consultant and the consummation of the transactions contemplated thereby do not and will not breach any applicable law, judgment, decree, order or ruling of any court, governmental authority, regulatory body to which Consultant is a party or by which any of its assets are bound and the Contract Documents; Consultant is a party or by which any of its assets are bound and the Contract Documents in accordance with its terms;

d) There are no legal or arbitration proceedings or any proceedings by or before any governmental authority, now pending or threatened against Consultant or its Affiliate or any adverse effect on the financial condition, options, prospects or business of Consultant or its ability to perform the obligations under the Contract;

e) It has the requisite expertise, skill, knowledge, experience, manpower and adequate infrastructure (with capacity and ability to augment all of these as may be necessary), and the requisite financial capabilities to successfully perform all Services in accordance with the terms of the Contract Documents;

f) Neither Consultant nor any of its Affiliates or Subcontractors, and to the best of its knowledge, or its Affiliates' or Subcontractors' respective employees, officers, directors, representatives, or agents, has made, offered to make or agreed to make any loan, gift, commission, kick-back, bribe or other payment or facility, directly or indirectly.



- 31.6 The Consultant shall reimburse to the Owner any abortive costs which the Owner may have incurred on any incorrect Drawing.
- 32.0 Control
- 32.1 Consultant shall not undergo change in Control without obtaining a prior written approval of the Owner.
- 33.0 Deliverables
- 33.1 Deliverables shall be as specified in the SCC/ Contract.
- 34.0 Programme
- 34.1 Consultant shall submit L2 schedule to Owner showing detail of all the activities to be performed under the Scope of Services within Fifteen (15) days of issuance of the Contract for approval.
- 35.0 Progress Report
- 35.1 Consultant shall regularly furnish the progress reports for the Services carried out by them or its Subcontractor, so as to reach Owner on 5<sup>th</sup> day of every month. Consultant agrees to provide all information and documents requested by the Owner's Representative from time to time for assessing compliance by the Consultant with the terms of the Contract.
- 36.0 Language
- 36.1 All letters, reports, notifications, documentation and other communication between Owner and Consultant pursuant to Contract shall be in English language only.
- 37.0 Confidentiality
- 37.1 All information including, without limitation, all oral and written information, disclosed by the Owner or its authorized representatives to the Consultant, or any Person acting for and on behalf of the Consultant ("Confidential Information") is deemed to be confidential, restricted and proprietary to the Owner. The Consultant acknowledges that the Confidential Information which may be disclosed under the Contract is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and may cause immediate and irreparable harm to the Owner for which monetary damages may be inadequate. Therefore, the Consultant hereby agrees that the Owner shall be entitled to injunctive relief or any other equitable relief as permitted by Applicable Law for preventing the dissemination of any Confidential Information in violation of the terms of the Contract. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at Applicable Law or in equity. Except as specified in the Contract, the information supplied is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with the terms of, the Contract. The Consultant agrees that it shall share Confidential Information to its employees and representatives only on a 'need to know basis' and only for the purposes of performing its obligations under the Contract, provided the Consultant subjects such employees and representatives to confidentiality obligations not less strict than the ones by which the Consultant is bound herein.
- 38.0 Change in Law
- 38.1 Change of Law means if, after the Effective Date but before the scheduled or actual Date for Completion (whichever is earlier), (a) any law, regulation, ordinance, statutes, order or by law having the force of law is enacted, promulgated, abrogated, repealed or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) or (b) any governmental authority imposes any material condition in connection with the issuance, renewal or modification of any applicable permit, but does not include (i) imposition of new taxes or duties and/or increase or reduction of taxes or duties; (ii) imposition of standards and conditions for operation, maintenance and safety arising out of a

new or revised environment, health and safety laws; (iii) Imposition of standards and terms of employment and working conditions of employees, labourers and workmen.

- 38.2 If Change in Law increases the cost or time of performance of this Contract, the Consultant shall promptly notify the Owner of such adverse impact and the measures it has taken or shall propose to take to mitigate the impact of such Change in Law. The Consultant shall substantiate its notification with such information as is adequate for analysing the impact of Change in Law on the time and cost of delivery of Services. The Owner shall consider the information and may increase or adjust the Contract Price and/or extend the Time for Completion so as to put the Consultant in the same position had there been no Change in Law.
- 38.3 If as a result of Change in Law, the cost or time of performance of this Contract is reduced, the Owner shall be entitled to recover or adjust such amounts from the Contract Price and/or reduce or adjust the Time for Performance so that such benefit is effectively passed on to the Owner. The Owner may recover any of such amounts from the final payment due to the Consultant and if such amount exceeds such dues, then Consultant shall pay the additional amount within Fifteen (15) days of Owner raising a claim for such amount.
- 39.0 Subcontracting
- 39.1 Consultant shall not subcontract performance of all or any portion of Services without first obtaining Owner's prior written approval, which may be granted by the Owner in its sole discretion.
- 39.2 Consultant understands and agrees that it is solely and absolutely responsible and liable to Owner for performance of all Services in accordance with the terms of the Contract Documents, irrespective of permitted subcontracting of portion of certain Services to third parties.
- 40.0 Notice
- 40.1 All notices and other communications (collectively "Notices") required or permitted under this Contract shall be in writing and shall be given to each Party at its address or fax number as specified in the Contract. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by fax, electronic mail, or telegraph (provided the transmittal is confirmed), or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the addresses as mentioned in the Contract or otherwise communicated by the parties.
- 41.0 Miscellaneous
- 41.1 Contract shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be.
- 41.2 The relationship created by the Contract shall be that of independent Consultant and not an agent of the Owner, and Consultant shall have no authority, save as agreed by Owner in writing, to bind or act as agent for the Company or its employees for any purpose.
- 41.3 In the event of any conflict between the provisions of the Contract and other correspondence / letters exchanged between the Parties, the Contract shall prevail. The Contract embodies the entire agreement between the Parties with respect to the performance of Services and supersedes all prior oral or written statements, representations, promises or understandings.
- 41.4 No failure or delay by Consultant in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. No failure of Owner to insist upon strict compliance by Consultant with any provision of this Contract shall constitute a release, discharge, modify, change or affect any of the obligations of Consultant. No release or payments of any amounts by Owner to Consultant shall be deemed to constitute a waiver of any rights or claims of Owner or shall stop or prevent Owner from thereafter resorting to enforcing any claims or any rights against Consultant.



- 41.5 All rights and remedies provided in this Contract are cumulative and the exercise of one remedy by a Party under Contract shall not preclude such Party from pursuing any other remedy under Contract, Applicable Law or equity. The Parties agree and acknowledge that remedies set out herein alone would not be an adequate remedy for any breach of the Contract and the Owner shall be entitled to the remedies of specific performance or other equitable relief.
- 41.6 Consultant shall act with the utmost good faith towards Owner and Consultant agrees to maintain accurate records and to disclose in writing any relevant facts relating to potential conflicts of interest to Owner.
- 41.7 If any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction or arbitration tribunal, the Parties shall negotiate in good faith an equitable adjustment to such provisions of this Contract such that the amended/modified provision is in compliance with the Applicable Law and reflects to the maximum extent possible the purpose and intent of the Parties with respect to such provision. The validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.
- 41.8 The provisions of this Contract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.
- 41.9 No assurance, representation, promise or other statement by any Owners' Representative in relation to the Contract shall be binding upon Owner unless the same is communicated to Consultant in writing by Owner in accordance with provisions of the Contract.
- 42.0 Anti-bribery and anti-corruption
- 42.1 The Consultant covenants that neither the Consultant nor any of its Affiliates, its Subcontractors, employees, agents, representatives or servants shall make, offer to give or agree to give any bribe, commission, gift or advantage to (i) any governmental official, employee or representative; (ii) any officer, servant, representative or agent of the Owner or its Affiliates; or (iii) any other Person, in relation to the obtaining or execution of the Contract. Such an act by Consultant shall, in addition to any criminal liability which the Consultant may be subject to under applicable law, provide a right to the Owner to terminate the Contract and/or any other contract that may have been entered into between the Owner and the Consultant. The Consultant shall also be liable for payment of any loss or damages resulting from any such termination to the Owner, which the Owner may at its option deduct and/or set off from the amounts otherwise due to the Consultant under the Contract or any other contract or recover from the Consultant as a debt due and payable. Any question or dispute as to the breach by the Consultant of its obligations under this Clause shall be determined by the Owner in such manner and on such evidence or information as available to the Owner and the Owner's decision in this regard shall be final and conclusive.



CPIO, Wild Life Institute of India, Dehradun

ATTESTED



# ANNEXURE - I : NO CLAIM CERTIFICATE

NAME OF THE PROJECT/PLANT: \_\_\_\_\_

CONTRACT / SERVICE ORDER NO. & DATE: \_\_\_\_\_

Know all men by these present that \_\_\_\_\_ (Name of Consultant and Address), [herein name referred as a Consultant] for and in consideration of the receipt of sum of Rs. \_\_\_\_\_/- [In words] (amount should be gross amount of final invoice) from \_\_\_\_\_ (Name of Owner) having its registered office at \_\_\_\_\_ (Registered Address of Owner), representing full and final payment against all our dues from \_\_\_\_\_ (Name of Owner), hereby released and forever discharges \_\_\_\_\_ (Name of Owner), of all claims demands dues whatsoever in any manner arising out of or related to all service rendered by Consultant to \_\_\_\_\_ (Name of Owner) till date.

In consideration of and for the purpose of agreeing \_\_\_\_\_ (Name of Owner) to make the aforesaid final payment to Consultant hereby represents, warrants and confirms that:

- We have no claim / demand dues of any nature outstanding from \_\_\_\_\_ (Name of Owner) excepting the final due amount of the R.A and Final bill of Rs. \_\_\_\_\_/- [In words].
- All sums due or becoming due and all debts, accounts damages, obligations, claims and demands of every nature and kind whatsoever in any manner arising out of or related to Service performed have been paid and satisfied in full by \_\_\_\_\_ (Name of Owner)
- We shall indemnify and hold harmless \_\_\_\_\_ (Name of Owner) and their respective successors and assignees from any and all losses arising out of or related to the Services rendered till date to \_\_\_\_\_ (Name of Owner).
- We agree to the amounts certified as due and payable in all our bills including the final bill for the Services rendered and accept the full and final settlement of all dues in respect of such Services at the disposal of \_\_\_\_\_ (Name of Owner).

The Consultant confirms that this "No Claim" certificate shall be binding on all its group companies, successors and assigns.

In witness where of the Consultant has caused this instrument to be executed on this date:

Signature of Authorized Representative of Consultant

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

INFORMATION PROVIDED UNDER RTI

96



ANNEXURE - II : CERTIFICATE FOR RELEASE OF FINAL PAYMENT

With reference to Contract/ Service Order No. \_\_\_\_\_ as entered into between  
(name of Consultant) and \_\_\_\_\_ (Name of Owner) for  
(Scope of Work in brief with location) ("Contract")

The undersigned hereby certifies and represents that the Owner has, pursuant to the release of final payment herein, made full payment of the entire Contract Price.

The undersigned further certifies that each of its lower tier consultants and/or subcontractors has made full payment of all costs, charges and expenses incurred by them or on their behalf for in relation to the Contract.

In consideration of payment of Rs. \_\_\_\_\_/- (gross amount of final invoice), being the final payment under the Contract, the undersigned hereby unconditionally releases and forever discharges \_\_\_\_\_ (Name of Owner) from all claims, liens and obligations of every nature arising out of or in connection with the performance of the said Contract and all amendments thereto except as set forth below.

NONE

(Note: If none, write "None" in space above. Any claims excepted must be described and the specific amount claimed must be set forth).

As additional consideration for the final payment, the Consultant agrees to the fullest extent of the applicable law to indemnify and hold harmless the Owner from and against all Losses arising out of, related to or in-connection with any claims, actions or proceedings which are initiated against the Owner by the Consultant (or on its behalf) or any of its suppliers of lower tier or Subcontractors or any of their respective representatives, officers, agents or employees in relation to the Contract.

The foregoing shall not relieve the undersigned of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the Services including, without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_

Signature of Authorized Representative of Consultant

Name : \_\_\_\_\_

Designation : \_\_\_\_\_





75

Annexure-II



भारतीय वन्यजीव संस्थान  
Wildlife Institute of India

F.No.. WII/AECB/BH/BB/Mirzapur/2018/01

31<sup>st</sup> May 2019

To,

The Principal Chief Conservator of Forests and the Chief Wildlife Warden,  
Government of Uttar Pradesh,  
Aranya Bhawan, 17, Rana Marg,  
Lucknow 226001, Uttar Pradesh  
Email: [cwlwup@gmail.com](mailto:cwlwup@gmail.com)

INFORMATION PROVIDED  
UNDER RTI

Reference: Permission letter No. 456 dated 20 August 2018, regarding the "Study on Blackbuck Movements in and around Kaimoor Wildlife Sanctuary including Reserve Forest of Mirzapur and Sonbhadra district of Uttar Pradesh in respect of proposed Coal based Thermal Plant" -Reg.

Sir,

This is with reference to above mentioned permission (copy attached herewith) accorded for undertaking the study on "Population Status, Habitat and its Use by Blackbuck (*Antelope cervicapra*) in and around Kaimoor Wildlife Sanctuary, with reference to proposed coal based Thermal Power Plant of 1320 MW, Mirzapur, Uttar Pradesh" vide letter No. 456 dated 20 August 2018.

We have completed the study and final report is attached herewith for your kind perusal and further necessary action please.

ATTESTED

CPIO, Wild Life Institute of India, Dehradun

Thanking You

*[Signature]*  
19/6/19

ATTESTED

CPIO, Wild Life Institute of India, Dehradun

Yours faithfully

*[Signature]*  
(Dr. V.B. Mathur)  
Director

Copy for information to:

- ✓ • Chief Conservator of Forest (Central Region), Government of India Central Building, Central Hall, 5<sup>th</sup> Floor, Sector H, Aliganj, Lucknow.
- ✓ • Chief Conservator of Forest (Wildlife), Western Region, Uttar Pradesh, Kanpur.
- ✓ • Divisional Forest Officer, Kaimoor Wildlife Sanctuary, Mirzapur.
- ✓ • Chief Manager, M/S Welspun Energy U.P. PVT. LTD, Mirzapur
- Research Coordinator, Wildlife Institute of India, Dehradun
- Nodal Officer, Consultancy Project, Wildlife Institute of India, Dehradun



#### Study area:

We would cover reserved Forests of Mirzapur and Sonbhadra Districts and Kaimoor Wildlife Sanctuary in relation to TPP site and comprises about 250 sq.km. Stratified sampling approach shall be used for the present reconnaissance survey.



Figure 1: Reserved Forests in proposed study area.

#### Methodology:

1. Characterise vegetation and Land cover Land Use (LCLU) types: We would use remote sensing imagery data to classify fine level vegetation categories and LCLU by using GIS and ground truthing.
2. Availability of forage resources: Each vegetation type will be assessed for the availability of food resources and palatable plant species of Indian antelope by lying random 1 m circular plot in each vegetation types. Number of plots will be in proportion to available vegetation types.
3. Habitat use and population demography of Indian antelope: Potential Indian antelope habitat will be divided in the grid of 2 x 2 km, and each grid will walked once to record indirect signs as well as direct sightings along with GPS. We will record herd size, sex and age categories whenever there is a direct sightings of the Blackbucks.

4. Mapping lekking sites: Indian antelope is known to use lekking sites for breeding purposes and are crucial for effective conservation planning. Therefore, each lekking site will be georeferenced, mapped, and will be evaluated in relation to vegetation types and LCLU.
5. Examination of secondary data: Published information available will be analysed with respect to its use and habitat quality for the Reserved Forests Mirzapur and Sonbhadra Districts and Kaimoor Wildlife Sanctuary which are known to be used by the Indian antelope.

#### Expected outcomes:

Based on reconnaissance survey and evaluation of secondary information, we will provide extent of use by Indian antelope in relation to vegetation types and LULC around areas of TPP, Mirzapur and suggest appropriate management strategies to be implemented by the Forest Department to ensure conservation of Blackbuck.

Duration of the study: Six months (June – November 2018)

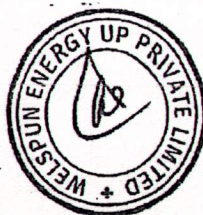
#### Work Plan:

S. No.	Tasks	Study Period					
		1	2	3	4	5	6
1.	Collection of secondary data						
2.	Reconnaissance survey for habitat use and population structure						
3.	Analysis of remote sensing data in GIS domain and preparation of vegetation and LCLU maps						
4.	Report writing						

CPIO, Wild Life Institute of India, Dehradun

ATTESTED

INFORMATION PROVIDED UNDER RTI



43

Amrinder III



**Annexure III  
General Conditions of Contract (GCC)**

**[Attached Separately]**







भारतीय वन्यजीव संस्थान  
Wildlife Institute of India

73

Annexure IV  
Report

Dated 27<sup>th</sup> February, 2019

No. WII/SPG/KWS/2018

**OFFICE MEMORANDUM**

Sub: Extension of Fellowship tenure of Mr. Khursid A. Khan as Senior Project Ecologist in the Project entitled "Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposal coal based Thermal Power" – reg.

This is to inform you that your engagement has been extended from 01.03.2019 to 31.03.2019 in the above mentioned project. During this period, you will be paid an amount of Rs. 40,000/- (consolidated) per month. Remaining terms and condition will remain same as stipulated in the Offer Letter No. WII/SPG/KWS/2018 Dated 20<sup>th</sup> July, 2018.

*The engagement was also extended for other 3 Researcher. Where same order No.*

*Rahul De  
Himanshu Kumar  
Kumar Ankit*

(Dr. V.P. Uniyal)  
Scientist – G

Nodal Officer, External Affiliation

To,

Mr. Khursid Alam Khan  
Room No. 181  
Mohd Habib Hall  
Aligarh Muslim University, Aligarh  
Mobile - 9897923737  
Email – khan.khursheed.alam@gmail.com

**INFORMATION PROVIDED  
UNDER RTI**

**ATTESTED**

CPIO, Wild Life Institute of India, Dehradun

**Copy to:**

1. PS to Director, WII for D/WII's kind Information.
2. PA to Dean, FWS - for Dean, FWS's kind Information.
3. Principal Investigator of the Project
4. Administrative Officer
5. Finance Officer
6. Librarian
7. Systems Manager



72

Annexure - V



भारतीय वन्यजीव संस्थान  
Wildlife Institute of India  
Courier

No. WII/AECB/BH/BB/Mirzapur/2018/01

19<sup>th</sup> June, 2018

To,

The Principal Chief Conservator of Forests and the Chief Wildlife Warden,  
Government of Uttar Pradesh,  
Aranya Bhawan, 17, Rana Marg,  
Lucknow 226 001, Uttar Pradesh  
Email: cwlwup@gmail.com

Subject: Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposed Coal based Thermal Power

Reference: (i) CWLW, Govt. of Uttar Pradesh letter no 26-11 (Welspun Energy), Lucknow dated 15<sup>th</sup> October, 2014  
(ii) Our letter no. No. WII/AECB/BH/BB/Mirzapur/2018/01 dated 14<sup>th</sup> May, 2018

Sir,

INFORMATION PROVIDED  
UNDER RTI

With reference our letter dated of 14<sup>th</sup> May, 2018 (copy attached), the Wildlife Institute of India has proposed a six months study titled "Population status, habitat and use by Blackbuck (*Antelope cervicapra*) in and around Kaimur Wildlife Sanctuary, with reference to the proposed coal based Thermal Power Plant of 1320 MW, Mirzapur, Uttar Pradesh. A copy of the proposal is attached herewith for your kind perusal.

I, therefore, request you to kindly accord:

- necessary approval to undertake the proposed study for a period six month from 1<sup>st</sup> July, 2018 in and around Kaimur Wildlife Sanctuary and including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh,
- permission to collect 6 to 10 pellets from each pellet group of Blackbuck for genetic - based species assignment for assessing distribution patterns, and
- provide support of the field staff and permission to use logistic facility in Kaimur Wildlife Sanctuary

Thanking you,

ATTESTED

CPIO, Wild Life Institute of India, Dehradun

Yours faithfully,

(Dr. V.B. Mathur)  
Director

Encl. a/a

पत्रपेटी सं० १८, चन्द्रबनी, देहरादून - २४८००१, उत्तराखण्ड, भारत  
Post Box No. 18, Chandrabani, Dehradun - 248001, Uttarakhand, INDIA  
ई.पी.ए.बी.एक्स : +91-135-2640114, 2640115, 2646100 फ़ैक्स : 0135-2640117  
EPABX : +91-135-2640114, 2640115, 2646100; Fax : 0135-2640117;  
ई-मेल / E-mail: wii@wii.gov.in, वेब / website: www.wii.gov.in



71

Annexure VI

**OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FOREST WILDLIFE, UP, LUCKNOW**

No.

/23-2-12 (G) Lucknow dated August. 20 2018

**Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposed Coal based Thermal Power Plant (TPP) of 1320 MW (2x660) in Mirzapur district, Uttar Pradesh-reg.**

Under the provisions of Sec 28 of the Wildlife (Protection) Act, 1972, as amended 2003 the permission is hereby granted to Dr. V.B. Mathur, Director, Wildlife Institute of India, Chandrabani, Dehradun, Uttarakhand for Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposed Coal based Thermal Power Plant (TPP) of 1320 MW (2x660) in Mirzapur district, Uttar Pradesh.

This permission is subject to the following conditions:-

1. The permit holder will be well versed with the provisions of Wildlife (Protection) Act, 1972 and all subsequent amendments and rules there in and will ensure that no rules are transgressed in the conduction of their research work.
2. Permit holder will attach the list of bonafide person with this permission and will also inform concerned Divisional Forest Officer.
3. The permit holders will not collect specimens indiscriminately or in manner not justified for a scientific survey of the classes and orders of animals specified in his request.
4. Before entering the area permit holder will inform to the concerned Divisional Forest Officer.
5. The permit holder will have to pay all charges as required as per rules.
6. A copy of any report, publication and literature originating from the above research will have to be supplied free of charge to this office in hard as well as soft copy.
7. After the complete of research work the researcher will be required to present the outcome of the research through Power point presentation in the office of Chief Wildlife Warden, U.P.
8. The Forest Department will not be responsible for any loss of life or property or injury that may sustained by the researches while conducting their research.
9. The permit will be valid February 2019

(Pawan Kumar)

Principal Chief Conservator of Forest/  
Chief Wildlife Warden,  
Uttar Pradesh, Lucknow

No. 456 / of dated

Copy to- to Dr. V.B. Mathur, Director, Wildlife Institute of India, 18, Chandrabani, Dehradun, Uttarakhand-248001 Reference to his letter dated 14.05.2018 for information and necessary action.

Copy- to- Divisional Forest Officer, Kaimur Wildlife Sanctuary, Mirzapur & Sonbhadra Forest Division, Sonbhadra for information and necessary action.

INFORMATION PROVIDED  
UNDER RTI

ATTESTED

CPIO, Wild Life Institute of India, Dehradun

(Pawan Kumar)

Principal Chief Conservator of Forest/  
Chief Wildlife Warden,  
Uttar Pradesh, Lucknow



INFORMATION PROVIDED  
UNDER RTI

Date: 23.04.2018

To,  
Dr. V. B. Mathur,  
Director, Wildlife Institute of India  
Post Box # 18, Chandrabani  
Dehradun 248 001, Uttranchal

2 SP 4/2018  
The Secy  
WII

Subject: To carry out detail study and preparation of conservation plan for Blackbuck movement in Kaimur Wildlife Sanctuary and in adjacent reserve forests in district Mirzapur and Sonbhadra.

References: A) Letter no. Even/26-11 (Welspun Energy), 15th October 2014 of Principal Chief Conservator of Forests (Wildlife), Lucknow, U.P for Approval of Wildlife Conservation and Management Plan. Copy of Letter is attached.

B) MOM of EAC, MoEF&CC dated 24 July 2017 (attached)

CPD, Wild Life Institute of India, Dehradun

Dear Sir,

A 2x660 MW coal based thermal power plant was proposed by M/s Welspun Energy Uttar Pradesh Limited (WEUPL) at village Dadri Khurd, Distric Mirzapur, UP.

As per condition no (IX) of the TOR, "Location of any National Park, Sanctuary, Elephant/ Tiger Reserve (Existing as well as proposed), migratory routes, if any, within 10 Km of the project site shall be specified and marked on map duly authenticated by the Chief Wildlife Warden", M/s Green Future Foundation (GFF), New Delhi was engaged to carry out the study. Field work for study was conducted between April 2012 and June 2012.

Environmental Clearance from MoEFCC was obtained from MoEFCC wide letter no. J13012/12/2011-IA.II (T) dated 21st August, 2014 with specific condition (xxi) for "wildlife conservation plan formulation in consultation with the Wildlife Department of the State and duly vetted by the concerned Chief Wildlife Warden shall be duly implemented. An in-built monitoring mechanism shall also be put in place".

Site specific conservation and management plans were prepared and submitted for 10 years with proposed financial outlay of Rs. 184.15 Lacs.

The plan was approved on dated 15th October 2014 by Chief Wild Life Warden (CWLW), Forest Department, Lucknow with conditions stating that:

- For conservation of Black Buck, found moving in Kaimur Wildlife Sanctuary and adjacent reserved forests situated in district Mirzapur and Sonbhadra, a detailed study and conservation plan shall have to be get prepared through Wildlife Institute of India (WII), Dehradun and it shall be submitted to Chief Conservator (Wildlife), Uttar Pradesh.

Project EC was challenged in NGT for various reasons. EC was set aside by NGT and project proponent was given liberty to rectify the defect and approach to MoEFCC.

Form-1 for reappraisal of the project was submitted by WEUPL to MoEFCC. EAC dated 24 July 2017 deferred the project for want of additional information from WEUPL. Additional information required by EAC includes "Recommendation from Standing Committee of the National Board for Wildlife (SC-NBWL)"



Dare to Commit

As per applicable environmental regulations, project is not required for NBWL approval as it not falling either in any notified protected area under WPA 1972 or in eco-sensitive zone notified for any protected area under Environmental Protection Act 1986.

We, hereby request you to please submit your proposal for carrying out the study and preparing conservation plan for Blackbucks in Kaimur Wildlife Sanctuary and in adjacent Reserve Forests in district Mirzapur and Sonbhadra.

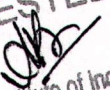
For your ready reference, excerpts of the study conducted in 2012 are annexed herewith. Our representative from Environment management function shall also call you to brief the subject and requirement of MoEF&CC.

Thanking you,

For, Welspun Energy UP Limited

  
23/04/18  
(Authorized Signatory)

INFORMATION PROVIDED  
UNDER RTI

ATTESTED  
  
CPIO, Wild Life Institute of India, Dehradun



Wildlife Institute of India



No. WI/ACCB/BH/BB-Mirzapur/2018-01

14<sup>th</sup> May, 2018

To,

M/s Weispun Energy UP Pvt. Ltd.  
Plot No. 24/1 First Floor, C/O Mr. Raj Dular Dubey,  
Babua Ka Pokhra, Near Bramh Puri Colony,  
Mirzapur, Uttar Pradesh 231001  
Tel.: 05442253002  
Email: weispun@bom2.vsnl.net.in

**Sub:** Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposed Coal based Thermal Power Plant (TPP) of 1320 MW (2X660) in Mirzapur district, Uttar Pradesh – reg.

**Ref:** (i) CWLW, Government of Uttar Pradesh Letter No. 26-11 (Weispun Energy) Lucknow dated 15 October, 2014  
(ii) Weispun Energy UP Pvt. Ltd. Letter dated 23.04.2018

Sir,

With reference to the above, please find enclosed herewith the Technical and Financial Proposals for **Study on Blackbuck movements in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts of Uttar Pradesh in respect of proposed Coal based Thermal Power Plant (TPP) of 1320 MW (2X660) in Mirzapur district, Uttar Pradesh** for your kind perusal and further necessary action, please.

We would like to state that the Blackbucks are known to have long-ranging behaviour in search of forage and water during summer in and around semi-arid areas. Therefore, we have envisaged undertaking initially a rapid reconnaissance survey on habitat use and movement patterns by Blackbuck in and around Kaimur Wildlife Sanctuary including Reserved Forests of Mirzapur and Sonbhadra districts, Uttar Pradesh. Based on the findings of this survey, we will propose future course of action.

We request you for an early action in this matter, as we plan to initiate the project work from June, 2018 onwards.

Thanking you.

INFORMATION PROVIDED  
UNDER RTI

Yours faithfully,

(Dr. V.B. Mathur)

Director

Encl. a/a

**Cc:** The Principal Chief Conservator of Forests and the Chief Wildlife Warden, Government of Uttar Pradesh, Aranya Bhavan, 17, Rana Pratap Marg, Lucknow 226 001, Uttar Pradesh. Email:

cwlwup@gmail.com

पत्रादि सं 18, व-२४-११, देहरादून - 248001, उत्तराखण्ड, भारत  
Post Box No. 18, Chandrabani, Dehradun - 248001, Uttarakhand, INDIA  
E-PABX : +91-135-2640114, 2640115, 2646100; Fax : 0135-2640117;  
ई-मेल : wii@wii.gov.in, वी/वेबसाइट : www.wii.gov.in

ATTESTED

CPIO, Wildlife Institute of India, Dehradun

Dr. V. B. Mathur, D.Phil. (Oxon.)