

GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF POWER
OFFICE OF THE CHIEF ENGINEER (POWER)
TRANSMISSION, PLANNING & MONITORING ZONE
VIDYUT BHAWAN, FIRST FLOOR, ZERO-POINT, ITANAGAR-791111

☎ 0360 2218301

E-mail: vidyutarunachal@gmail.com

No. CE (P)/TPMZ/W-TRNS-49/Dukumpani/2025-26/675-77

Dated, 14th May 2025.

To

✓ The Secretary

Arunachal Pradesh State Electricity Regulatory Commission
OT Building, 2nd Floor, Niti Vihar Market,
TT Marg, Itanagar - 791111

Sub: **Submission of Petition for approval of the Draft Agreement for "Construction, Operation and Maintenance of 33 kV GIS Bay and associated Systems of MES Feeder at 132/33 kV Dukumpani Substation"**

Sir,

1. Enclosed herewith is the Petition seeking approval of the Hon'ble Commission on the Draft of **"Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and associated Systems of MES Feeder at 132/33 kV Dukumpani Substation."**
2. It is hereby prayed that the Hon'ble Commission may examine the Draft Agreement and accord approval, incorporating any corrections or modifications considered necessary in the interest of regulatory compliance.
3. As the proposed arrangement concerns the timely energisation of the Defence establishment at Tenga and in view of the Department's budgetary constraints, a waiver of the fee prescribed under the Commission's Regulations is respectfully prayed. Should a full waiver not be possible, it is humbly prayed that the Petition be admitted and processed for further proceedings while this Department arranges the requisite funds from the State Government under the Development Head for subsequent remittance.

Enclosed: 1. Petition in Form-1
2. Affidavit in Form-2 (in Original)
3. Draft Agreement
4. Letter of Authorization

Yours Faithfully,

(T. K. Tara)

Chief Engineer (Power)

Transmission, Planning & Monitoring Zone

R/ No. 56 Dtd. 15/5/25
Office of the APSERC

PETITION FOR APPROVAL OF DRAFT AGREEMENT

BEFORE THE ARUNACHAL PRADESH STATE ELECTRICITY REGULATORY COMMISSION, ITANAGAR

IN THE MATTER OF: Approval of the "Draft Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and associated Systems of MES Feeder at 132/33 kV Dukumpani Substation"

AND

IN THE MATTER OF: Department of Power, Government of Arunachal Pradesh ... Petitioner.

1. JURISDICTION

- 1.1. The Petitioner respectfully submits that the subject matter of this petition falls within the jurisdiction of the Arunachal Pradesh State Electricity Regulatory Commission (APSERC) under the provisions of the Electricity Act, 2003 and the APSERC (Conduct of Business) Regulations, 2011.
- 1.2. The present petition is filed in accordance with the prescribed format (Form-1) under the APSERC Conduct of Business Regulations, 2011. In compliance with regulatory requirements, the petition is supported by a duly sworn affidavit verifying the facts stated herein.

2. FACTS OF THE CASE

- 2.1. **Parties Involved:** The Department of Power, Government of Arunachal Pradesh (hereinafter referred to as "the Petitioner"), is the agency responsible for transmission of electricity in Arunachal Pradesh. The Petitioner functions as the State Transmission Utility (STU), tasked with the construction, operation, and maintenance of transmission electrical infrastructure in the state.
- 2.2. **Project Background:** A 132/33 kV substation at **Dukumpani** in Arunachal Pradesh is under the Petitioner's jurisdiction. The Military Engineer Services (MES), a government agency managing electrical infrastructure for defense establishments, requires a dedicated power feeder from this substation to their establishment at Tenga. To meet this requirement, it is necessary to add a new 33 kV **Gas Insulated Switchgear (GIS) bay** and associated systems at the Dukumpani substation, which will serve the MES feeder line.
- 2.3. **Need for Agreement:** In order to clearly define the responsibilities and terms for the construction, operation, and maintenance of the said 33 kV GIS bay and associated equipment, the Petitioner has prepared a **Draft Agreement**. This draft agreement outlines the scope of work (construction of the bay and related systems), operational responsibilities, maintenance obligations, cost-sharing or funding arrangements, and other terms between the Department of Power (the Petitioner) and the MES (the beneficiary of the proposed feeder).
- 2.4. **Regulatory Consideration:** The Petitioner believes that entering into such an agreement – which involves a significant augmentation of the electrical network for a specific consumer (the MES) – should be done with the knowledge and approval of the State Electricity Regulatory Commission. While the Electricity Act, 2003 and APSERC's regulations may not explicitly mandate prior approval for an infrastructure agreement of this nature, the Petitioner seeks the Commission's **vetting/approval** of the draft agreement to ensure transparency, regulatory compliance, and fairness and as advised by the Department of Law of the Government of Arunachal Pradesh. Commission vetting will ensure that the terms of the agreement are consistent with prevailing regulations and do not adversely affect the Petitioner's obligations or the interests of other consumers.
- 2.5. **Filing of Petition:** Accordingly, the Petitioner has approached the Hon'ble Commission by way of this petition, seeking formal approval of the aforementioned Draft Agreement. The draft document, titled "Draft Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and

NOTARY
Adv. Hage Nibo
C Office, Itanagar
Regd. No. 20/2023
piry: 01/08/2025

associated Systems of MES Feeder at 132/33 kV Dukumpani Substation," is attached herewith as **Annexure-A** for the Commission's kind perusal and vetting.

- 2.6. **Affidavit in Support:** The petition is accompanied by an affidavit duly sworn on behalf of the Department of Power, Arunachal Pradesh, affirming that the facts stated in this petition are true.

3. RELIEF SOUGHT

- 3.1 **Approval of Draft Agreement:** In view of the facts and grounds presented above, the Petitioner respectfully prays that the Hon'ble APERC may be pleased to **approve** (vet) the Draft Agreement (Annexure-A) for the construction, operation, and maintenance of the 33 kV GIS bay and associated systems for the MES feeder at the 132/33 kV Dukumpani Substation. Grant of approval will enable the Petitioner to formally execute the agreement with the MES and proceed with the project under the agreed terms and conditions.
- 3.2 **Other Relief:** The Petitioner also prays that the Commission may grant any other relief or issue any other order **deemed just and proper** in the facts and circumstances of the case. This includes the discretion to suggest or direct modifications to the draft agreement, if necessary, to ensure compliance with regulatory norms and to safeguard the interests of all stakeholders.

4. PRAYER

WHEREFORE, in the light of the above facts and circumstances, the Petitioner humbly requests the Hon'ble Commission to be pleased to:

- 4.1. **Approve and accord consent** to the Draft Agreement (Annexure-A) between the Department of Power, Government of Arunachal Pradesh and the Military Engineer Services for the construction, operation, and maintenance of a 33 kV GIS Bay and associated systems for the MES feeder at the 132/33 kV Dukumpani Substation; **and**
- 4.2. **Pass such further order(s)** as the Commission may deem fit and proper in the interest of justice and in ensuring a reliable electricity supply to the concerned installation.

Drawn & Submitted by:

M. Kamki

Shri Moli Kamki, Executive Engineer (Electrical), Transmission Division No. I
for **Department of Power, Govt. of Arunachal Pradesh (Petitioner)**

Place: Itanagar, Arunachal Pradesh

Date: 9th May 2025

Annexures

- (a) Affidavit by the petitioner.
- (b) **Annexure-A:** Draft Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and associated Systems of MES Feeder at 132/33 kV Dukumpani Substation
- (c) **Authorization** from Competent Authority for signing of affidavit and petition





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INDIA NON JUDICIAL

Government of Arunachal Pradesh

Recorded at book No. 112

Volume No. 09 MAY 2025

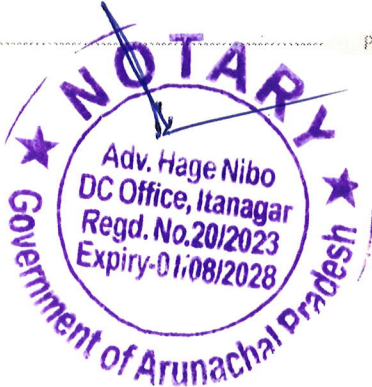
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 Property Description : AFFIDAVIT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MOLI KAMKI EE TD I
 Second Party : AS PER AFFIDAVIT
 Stamp Duty Paid By : MOLI KAMKI EE TD I
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



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2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

**BEFORE THE ARUNACHAL PRADESH STATE ELECTRICITY REGULATORY COMMISSION,
ITANAGAR**

IN THE MATTER OF: Approval of the "Draft Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and associated Systems of MES Feeder at 132/33 kV Dukumpani Substation"

AND

IN THE MATTER OF: Department of Power, Government of Arunachal Pradesh ... Petitioner.

AFFIDAVIT

I, Shri Moli Kamki, son of Shri Remo Kamki, aged about 37 years, presently residing at Itanagar, do hereby solemnly affirm and state as follows:

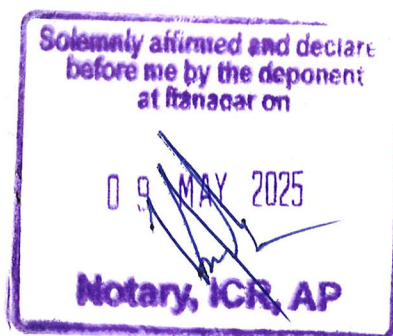
1. That I am presently serving as Executive Engineer (Electrical), Transmission Division No. I, Department of Power, Government of Arunachal Pradesh, Dirang, and am duly authorised to swear this affidavit. I am fully conversant with the facts and circumstances of the case and competent to affirm this affidavit in connection with the petition filed before the Arunachal Pradesh State Electricity Regulatory Commission for vetting of the draft agreement.
2. That the statements made in the petition and the accompanying "Draft Agreement for Construction, Operation and Maintenance of 33 kV GIS Bay and Associated Systems of MES Feeder at 132/33 kV Dukumpani Substation," appended herein as **Annexure-A**, are true to the best of my knowledge and belief.

VERIFICATION

I, the deponent above named, do hereby verify that the contents of this affidavit are true to the best of my knowledge and belief; nothing has been concealed and no part of it is false.

Verified at Itanagar on this 9th day of May, 2025.

Mn. Kamki
DEPONENT



[Signature]
Adv. Hage Nibo
Advocate & Notary Public, Govt. of A.P.
D.C Office, Chandra Nagar, Itanagar
Regd. No : 20/2023
Expiry : 01/08/2028

**AGREEMENT
BETWEEN
GARRISON ENGINEER, TENGA
AND
DEPARTMENT OF POWER, GOVERNMENT OF ARUNACHAL PRADESH
FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF 33 kV GIS BAY AND
ASSOCIATED SYSTEMS OF MES FEEDER AT 132/33 kV DUKUMPAI SUBSTATION**

This Agreement ("Agreement") is made on this ____ day of _____, 2024, by and between:

Department of Power, Government of Arunachal Pradesh, through its Transmission, Planning & Monitoring Zone, a State Transmission Utility (STU) under the Electricity Act, 2023, having its office at Vidyut Bhawan, Zero Point, Itanagar, Arunachal Pradesh (hereinafter referred to as "DoP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the FIRST PART

AND

Garrison Engineer, Tenga, having its office at Tenga, Arunachal Pradesh (hereinafter referred to as "Consumer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the SECOND PART

DoP and the Consumer are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- (i) The Consumer has requested DoP to construct a 33 kV Gas Insulated Switchgear (GIS) Bay at the 132/33 kV Dukumpani Substation on a deposit basis to facilitate power supply to their systems at Tenga through a dedicated 33 kV line.

M. K. K.

- (ii) The Consumer agrees to bear all costs associated with the construction, operation, and maintenance (O&M) of the constructed GIS Bay post-commissioning, including O&M charges and spare parts costs, as per the terms of this Agreement.
- (iii) DoP has agreed to undertake the construction, operation, and maintenance of the GIS Bay subject to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 "Agreement" means this Agreement and all attached Annexures, if any.
- 1.2 "GIS Bay" refers to the 33 kV Gas Insulated Switchgear Bay and associated systems constructed at the Dukumpani Substation for the consumer.
- 1.3 "Construction Cost" means the total cost of constructing the GIS Bay, amounting to Rs. 83 Lakhs.
- 1.4 "O&M" means Operation and Maintenance of the GIS Bay.
- 1.5 "Defect Liability Period" means the period of one year post-commissioning during which DoP is responsible for defects in the GIS Bay.
- 1.6 "Date of Commercial Operation" means the date on which the GIS Bay is commissioned and put into commercial operation.
- 1.7 "Force Majeure" has the meaning set forth in Clause 7.

2. CONSTRUCTION TERMS

- 2.1 Construction on Deposit Basis
 - 2.1.1 DoP agrees to construct the GIS Bay at the Dukumpani Substation for the exclusive use of the Consumer on a deposit basis.

M. K. Kaur.

- 2.1.2 The Consumer shall pay the total Construction Cost of Rs. 83 Lakhs to DoP prior to commencement of construction.
- 2.1.3 The GIS Bay construction shall be completed within a period of Six (6) months from the date of receipt of the full payment from the Consumer.
- 2.2 Ownership of Assets
 - 2.2.1 Upon completion of construction and commissioning, the GIS Bay and associated systems shall be owned by the Consumer.
 - 2.2.2 DoP shall have no ownership rights over the GIS Bay but shall retain exclusive operational control as per the terms of this Agreement.

3. OPERATION AND MAINTENANCE TERMS

- 3.1 Annual O&M Charges
 - 3.1.1 For the first year commencing from the Date of Commercial Operation, the Consumer shall pay DoP an annual O&M fee of 6% of the Construction Cost.
 - 3.1.2 From the second year onwards, the annual O&M charges shall escalate at a rate of 7% per annum, compounded annually.
 - 3.1.3 The O&M charges shall be payable annually in advance, or in two half-yearly instalments, as mutually agreed upon by the Parties.
- 3.2 Scope of O&M Services
 - 3.2.1 The O&M charges cover the following services:
 - 3.2.1.1 Watch and Ward: Provision of round-the-clock security services for the GIS Bay.
 - 3.2.1.2 Operation: Routine operation, monitoring, and management of the GIS Bay.
 - 3.2.1.3 Minor Maintenance: Scheduled annual maintenance, testing, and minor repairs to ensure operational readiness.

- 3.2.1.4 Electricity Charges: Charges for electricity consumed in the operation of the GIS Bay and associated systems.
- 3.2.1.5 Land Lease: Lease costs for the land occupied by the GIS Bay within the substation premises.
- 3.2.2 The O&M charges do not include the cost of spare parts and materials required for maintenance or repairs beyond minor maintenance.
- 3.3 Cost of Spares
 - 3.3.1 After the Defect Liability Period, the Consumer may provide DoP with an upfront amount of 10% of the Construction Cost for spares, allowing DoP to keep adequate spare parts inventory for the GIS Bay.
 - 3.3.2 Once this amount is exhausted, or if the spare inventory is anticipated to be exhausted, DoP will notify the Consumer in advance, allowing them the option to provide further funds or supply necessary spares directly to ensure continued operation.
 - 3.3.3 In cases where DoP provides spare parts on an as-needed basis beyond the 10% advance, the Consumer shall reimburse DoP for the actual cost of spares, including any applicable taxes and transportation costs, at the time of purchase.
 - 3.3.4 Alternatively, the Consumer may choose to supply spares directly. In such a case, DoP will notify the Consumer of the required spares, and the Consumer shall provide them in a timely manner to avoid any operational disruptions.

4. INSURANCE

- 4.1 Defect Liability Period Insurance
 - 4.1.1 DoP shall, at its own expense, insure the GIS Bay and associated materials during the Defect Liability Period to cover any defects or damages.

4.2 Post-Defect Liability Period Insurance

4.2.1 After the Defect Liability Period, the responsibility for insuring the GIS Bay shall rest with the Consumer.

4.2.2 The Consumer may, at its discretion and expense, procure and maintain insurance coverage for the GIS Bay against all risks, including fire, theft, natural calamities, and other insurable events.

5. INTEGRATION AND REMOVAL OF GIS BAY

5.1 Integration into DoP System

5.1.1 The GIS Bay will form part of the operational systems managed by DoP to ensure seamless integration and reliability of the power supply network.

5.2 Removal or Abandonment

5.2.1 Should the Consumer decide to dismantle, remove, or abandon the GIS Bay, the Consumer shall bear all associated costs.

5.2.2 The removal or dismantling shall be carried out in accordance with the specifications, standards, and terms prescribed by DoP to ensure safety and integrity of the substation and network.

5.2.3 The Consumer shall provide DoP with at least 90 days' prior written notice of its intention to dismantle or abandon the GIS Bay.

6. MAINTENANCE SHUTDOWN TERMS

6.1 Scheduled Shutdowns

6.1.1 DoP reserves the right to schedule periodic shutdowns of the GIS Bay for maintenance activities necessary to ensure safety and reliability.

6.1.2 DoP shall endeavour to provide the Consumer with reasonable prior notice, typically not less than 7 days, before any scheduled shutdown.

6.2 Emergency Shutdowns

6.2.1 In case of emergencies requiring immediate shutdown to prevent damage or ensure safety, DoP may shut down the GIS Bay without prior notice.

6.3 Liability

6.3.1 DoP shall not be liable for any loss, damage, or claims arising from non-availability of the GIS Bay during scheduled or emergency shutdowns.

7. FORCE MAJEURE

7.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to Force Majeure events, including but not limited to acts of God, war, riots, civil commotion, strikes, lockouts, governmental actions, natural disasters, or any other causes beyond the reasonable control of the affected Party.

7.2 The Party affected by a Force Majeure event shall promptly notify the other Party in writing, providing full particulars of the event and its impact on the performance of obligations.

8. DISPUTE RESOLUTION AND ARBITRATION

8.1 In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall endeavour to settle such dispute amicably through mutual discussions.

8.2 If the dispute cannot be resolved amicably within 30 days from the date of commencement of such discussions, either Party may refer the dispute to arbitration.

M. K.

- 8.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, and any amendments thereto.
- 8.4 The arbitration proceedings shall be conducted by a sole arbitrator appointed by mutual agreement of the Parties. If the Parties cannot agree on a sole arbitrator within 30 days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act.
- 8.5 The place of arbitration shall be Session Court at Bomdila, Arunachal Pradesh. The language of arbitration shall be English.
- 8.6 The arbitral award shall be final and binding on the Parties.

9. TERMINATION

- 9.1 This Agreement shall remain in force until terminated in accordance with this Clause.
- 9.2 Either Party may terminate this Agreement by giving the other Party at least 60 days' prior written notice.
- 9.3 Upon termination, the Consumer shall pay DoP all outstanding amounts due for services rendered up to the effective date of termination.
- 9.4 Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 10.2 Subject to Clause 8, the courts at Itanagar, Arunachal Pradesh, shall have exclusive jurisdiction over any matters arising out of or relating to this Agreement.

M. n. K.

11. NOTICES

- 11.1 Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail, or sent by recognised courier service to the addresses specified below or such other address as may be notified by either Party:

For DoP:

The Executive Engineer (E)

Transmission Division No. I, Dirang

Department of Power, Government of Arunachal Pradesh

APEC-IV Office Complex, Dirang

790101

For Consumer:

Garrison Engineer, Tenga

Tenga, Arunachal Pradesh

790116

12. ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.

13. AMENDMENTS

- 13.1 No amendment or modification of this Agreement shall be valid unless it is in writing and signed by authorised representatives of both Parties.

M. K. K.

14. SEVERABILITY

14.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. WAIVER

15.1 No waiver by either Party of any breach or default by the other Party shall be deemed a waiver of any other breach or default.

15.2 The failure or delay of either Party to enforce any of the provisions of this Agreement at any time shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part thereof, or the right of such Party thereafter to enforce each and every provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the date first above written.

For Department of Power, Government of Arunachal Pradesh:

Name:

Designation:

Signature:

Seal:

Date:

For Garrison Engineer, Tenga:

Name:

Designation:

Signature:

Seal:

Date: