

CONNECTION AGREEMENT

(To be prepared on a non-judicial stamp paper of Rs.300/-)

This Agreement is made at Vadodara, this day_____of month_____of the year Two Thousand Twenty _____.

BETWEEN

M/s. _____Power Private Limited a Company Registered under the Companies Act 1956, having its Registered Office at_____ (hereinafter called the Company), which expression includes its permissible assigns and successors, a Party of the first part

AND

“MADHYA GUJARAT VIJ COMPANY LTD, a Government Company registered under the Companies Act 1956 and functioning as the ”DISTRIBUTION COMPANY” under the Electricity Act 2003 having its Head Office at MGVCL, Corporate office, Sardar Patel vidhyut Bhavan, Race course , vadodara (hereinafter referred to as MGVCL which expression shall include its permitted assigns and successors) a Party the Second Part.”

AND

“GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, a Government Company registered under the Companies Act 1956 and functioning as the ”TRANSMISSION COMPANY” under the Electricity Act 2003 having its Head Office at Vadodara hereinafter referred to as GETCO which expression shall include its permitted assigns and successors a Party the Third Part.”\

Whereas, Connection agreement is executed with M/s_____ for its_____MW solar power plant intended to be setup at L.S NO_____ Village _____, Ta._____, Dist. _____

NOW THEREFORE IN CONSIDERATION OF THE PREMISES COVENANTS AND CONDITIONS THE PARTIES HEREINTO HEREBY AGREE FOR CONNECTIVITY WITH 66KV _____ SUBSTATION OF GETCO (STU) AS UNDER:

SCHEDULE –I
Standards for Connectivity to the Grid
General

1. Standards and Codes of Practice

- (1) M/s _____ shall follow the industry best practices and applicable industry standards in respect of the equipment installation and its operation and maintenance.
- (2) The equipment including overhead lines and cables shall comply with the relevant Indian Standards. British Standard (BS). Or International Electro technical commission (IEC) Standard. Or American National Standards Institute (ANSI) or any other equivalent International Standard.
- (3) The effects of wind, storms, floods, lightening, elevation, temperature extremes, icing, contamination, pollution and earthquakes must be considered in the design and operation of the connected facilities.
- (4) Installation, operation and maintenance of the equipment by M/s _____.shall conform to the relevant standards specified by the Authority under Section 177, and section 73 of the Act, as and when they come into force.

2. Safety

M/s _____ shall comply with the Central Electricity Authority (safety and Electric supply) Regulations 2011 and amendments thereof.

3. Sub-station Grounding

Each transmission/distribution sub-station must have a ground mat solidly connected to all metallic structures and other non-energized metallic equipment. The mat shall limit the ground potential gradients to such voltage and current levels that will not endanger the safety of people or damage equipment which are in, or immediately adjacent to, the station under normal and fault conditions. The ground mat size and type shall be based on local soil conditions and available electrical fault current magnitudes. In areas where ground mat voltage rises would not be within acceptable and safe limits (for example due to high soil resistivity or limited sub-station space), grounding rods and ground wells may be used to reduce the ground grid resistance to acceptable levels. In the 11kv Sub-station, grounding rods and ground wells may be used to reduce the ground grid resistance to acceptable levels. Sub-station grounding shall be done in accordance with the norms of the Institute of Electrical and Electronics Engineers (IEEE)80.

4. Metering

Meters shall be provided as specified in the Central Electricity Authority (Installation and operation of Meters) and also as specified by GETCO/SLDC.

5. Basic Insulation Level and Insulation Co-ordination

(1) Basic Insulation Level (BIL) of various items of equipment and ratings of surge arresters for generating stations, lines and sub-stations shall be decided on the following order of priority, namely:-

- (a) ensure safety to public and operating personnel;
- (b) avoid permanent damage to plant;
- (c) prevent failure of costly equipment;
- (d) minimize circuit interruptions; and
- (e) Minimize interruptions of power supply to consumers.

(2) Insulation co-ordination of equipment and lines on both sides of a connection point belonging to the M/s _____ and the grid shall be accomplished and the co-ordination shall be done by the 66KV _____ GETCO (State Transmission Utility) and MGVCL.

6. Protection system and Co-ordination

- (1) Protection system shall be designed to reliably detect faults on various abnormal conditions and provide a Static means and location to isolate the equipment or system automatically. The protection system must be able to detect power system faults within the protection zone. The protection system should also detect abnormal operating conditions such as equipment failures or open phase conditions.
- (2) Every element of the power system shall be protected by a standard protection system having the required reliability, selectivity, speed, discrimination and sensitivity. Where failure of protective relay in the M/s _____'s system has substantial impact on the 11KV line, it shall connect an additional protection as back up protection besides the main protection.
- (3) Notwithstanding the protection systems provided in the grid, M/s _____ and user shall provide requisite protections for safeguarding his system from the faults originating in the grid.
- (4) Bus bar protection and breaker fail protection or Local Breaker Back up protection shall be provided wherever stipulated in the regulations.
- (5) Special protection scheme such as under frequency relay for load shedding, Voltage instability, angular instability, generation backing down or Islanding schemes may also be required to be provided to avert system disturbances.
- (6) M/s _____ and user shall develop protection manuals conforming to various standards for the reference and use of its personnel.

7. Disturbance Recording and Event Logging Facilities

M/s._____ and sub-station connected to the grid at 66KV_____ S/s shall provide disturbance recording and event logging facilities. All such equipment shall be provided with time synchronization facility for global common time reference.

8. Schematic Diagrams

M/s_____ shall prepare single line schematic diagrams in respect of its system facility and make the same available to the MGVCL and 66KV_____ GETCO (State Transmission Utility) through which his system is connected and the State Load Dispatch Centre.

9. Inspection, Test, Calibration and Maintenance prior to connection

Before connecting, the M/s_____ shall complete all inspections and tests finalized in consultation with the MGVCL and 66KV_____GETCO (State Transmission Utility) to which his equipment is connected. The M/s_____ shall make available all drawings, specifications and test records of the project or generating station as the case may be.

Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

In respect of the MGVCL :	In respect of the GETCO	In respect of the Company
Chief Engineer (Tech.) Madhya Gujarat Vij Co. Ltd.Vadodara	Chief Engineer (R&C) Gujarat Energy Transmission Corporation Limited Vadodara	Director

The parties hereto, have put their signatures and seals in agreement to this Agreement as under.

Signed on this_____date_____month &_____year by & between.

FOR AND ON BEHALF OF M/S MGVCL	FOR AND ON BEHALF OF M/S GETCO	FOR AND ON BEHALF OF M/s._____
Authorized Signatory WITNESSES 1._____ () 2._____ ()	Authorized Signatory WITNESSES 1._____ () 2._____ ()	Authorized Signatory WITNESSES 1._____ _____ () 2._____ _____ ()

SCHEDULE –II
(To be prepared on Rs.300 Non Judicial Stamp Paper)

Standards for Connectivity to the Distribution System

Grid connectivity Standards applicable to the Generating Units

The units at a M/s_____ proposed to be connected to the Distribution system and to the 66KV _____S/s of GETCO shall comply with the following requirements besides the general connectivity conditions given in the regulations and general requirements given in Schedule-I:-

New Generating Units

- (1) The excitation system for every generating unit:-
 - (a) shall have state of the art excitation system;
 - (b) shall have Automatic Voltage Regulator (AVR). Generators of 100KW rating and above shall have Automatic voltage Regulator with digital control and two separate channels having independent inputs and automatic changeover; and separate channels having independent units and automatic changeover and
 - (c) The Automatic voltage regulator of generator of 100 MW and above shall include power system stabilizer (PSS).
- (2) The short-circuit ratio (SCR) for generators shall be as per IEC- 34.
- (3) The generator transformer windings shall have delta connection on low voltage side and star connection on high voltage side. Star point of high voltage side shall be effectively (solidly) earthed so as to achieve the Earth fault factor of 1.4 or less.
- (4) All generating machines irrespective of capacity shall have electronically controlled governing system with State speed/load characteristics to regulate frequency. The governors of thermal generating units shall have a drop of 3 to 6%.
- (5) The project of the M/s_____ shall not cause voltage and current harmonics on the Distribution system which exceed the limits specified in Institute of Electrical and Electronics Engineers (IEEE) standard 519.

- (6) Generating units located near load centre, shall be capable of operating at rated output for power factor varying between 0.85 lagging (over-excited) to 0.95 leading (under-excited). The above performance shall also be achieved with voltage variation of $\pm 5\%$ of nominal frequency variation of +3% and -5% and combined voltage and frequency variation of $\pm 5\%$. However, for gas turbines, the above performance shall be achieved for voltage variation of $\pm 5\%$.
- (7) The coal and lignite based thermal generating units shall be capable of generating up to 105% of Maximum continuous Rating (subject to maximum load capability under valve wide open condition) for short duration to provide the frequency response.
- (8) Every generating unit shall have standard protections to protect the units not only from faults within the units and within the station but also from faults in transmission lines. For generating units having rated capacity greater than 100 MW, two independent sets of protections acting on two independent sets of trip coils fed from independent Direct Current (DC) supplies shall be provided. The protections shall include but not be limited to the local Breaker Back-up (LBB) protection.
- (9) Bus bar protection shall be provided at the switchyard of all generating station.
- (10) The station auxiliary power requirement, including voltage and reactive requirements, shall not impose operating restrictions on the grid beyond those specified in the Grid code or state Grid code as the case may be.

All the terms and conditions mentioned in the Notification issued by Central Electricity Authority No.12/X/STD/(CONN)/GM/CEA/dt.21st Feb-2007 and as amended from time to time shall be binding to **M/s.**_____ will fulfill all the criteria mentioned in the Notification of CEA.

MINISTRY OF POWER
(CENTRAL ELECTRICITY AUTHORITY)
NOTIFICATION

New Delhi, the 21st February, 2007

No. 12/X/STD (CONN)/GM/CEA.—Whereas the draft of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2006 were published as required by Sub-section (2) of Section 177 of the Electricity Act, 2003 (36 of 2003) read with rule 3 of the Electricity (Procedure for previous Publication) Rules, 2005;

Now, therefore, in exercise of powers conferred by Section 7 and clause (b) of Section 73 read with Sub-section (2) of Section 177 of Electricity Act, 2003, the Central Electricity Authority hereby makes the following Regulations for regulating the technical standards for connectivity to the grid, namely:—

1. Short title and commencement

- (1) These Regulations may be called the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.
- (2) These Regulations shall come into force on the date of their publication in the Official Gazette.

2. Definitions

In these regulations, unless the context otherwise requires,—

- (1) "Act" means The Electricity Act, 2003 (No. 36 of 2003);
- (2) "Appropriate Load Despatch Centre" means the National Load Despatch Centre (NLDC), Regional Load Despatch Centre (RLDC) or State Load Despatch Centre (SLDC) or Area Load Despatch Centre as the case may be;
- (3) "Area Load Despatch Centre" means the centre as established by the state for load despatch and control in a particular area of the state;
- (4) "Appropriate Transmission Utility" means the Central Transmission Utility or State Transmission Utility as the case may be;
- (5) "Automatic Generation Control" (AGC) means capability to regulate the power output of selectable units in response to total power plant output, tie-line power flow, and power system frequency;
- (6) "Automatic Voltage Regulator" (AVR) means a continuously acting automatic excitation control system to regulate a generating unit terminal voltage;
- (7) "British Standards" (BS) means those standards and specifications approved by the British Standards Institution;
- (8) "Bulk consumer" means a consumer who avails supply at voltage of 33 kV or above;
- (9) "Earth Fault Factor" at a location in a three-phase system means the ratio of "the highest root mean square (r.m.s.) phase-to-earth power frequency voltage on a sound phase during a fault to earth (affecting one or more phases)" to "the r.m.s. phase-to-earth power frequency voltage which would be obtained at the selected location without the fault";
- (10) "Earthing" means connection between conducting parts and general mass of earth by an earthing device;
- (11) "Energy Management System" (EMS) means a complete system comprising software for facilitating operation of a power system, maintaining safety, reliability and economy;
- (12) "Event Logging Facilities" means a device provided to record the chronological sequence of operations of the relays and other equipment;
- (13) "Frequency" means the number of alternating cycles per second [expressed in Hertz (Hz)];
- (14) "Generating Unit" means an electrical Generator coupled to a prime mover within a Power Station together with all Plant and Apparatus at that Power Station (up to the Connection Point) which relates exclusively to the operation of that generator;
- (15) "IEC Standard" means a standard approved by the International Electrotechnical Commission;
- (16) "Indian Standards" (IS) means standards specified by Bureau of Indian Standards;
- (17) "Interconnection point" means a sub-station or switchyard at which point the interconnection is established between the requester and the grid;
- (18) "Isolator" means a device for achieving isolation of one part of an electrical system from the rest of the system;
- (19) "Maximum Continuous Rating" (MCR) of a generating unit means the maximum continuous output in MW at the generator terminals guaranteed by the manufacturer at rated parameters;

- (20) "New Unit" means a generating unit for which the requester is seeking connection to the grid;
- (21) "Power Factor" means the cosine of the electrical angle between the voltage and current complexors in an AC electrical circuit;
- (22) "Power System Stabilizer" (PSS) means controlling equipment which receives input signals of speed, frequency and power to control the excitation via the voltage regulator for damping power oscillations of a synchronous machine;
- (23) "Protection System" means the equipment by which abnormal conditions in the grid are detected and fault clearance, actuating signals or indications are initiated without the intervention by the operator;
- (24) "Reactive Power" means in relation to an AC electrical system, the product of root mean square (r.m.s.) voltage, root mean square (r.m.s.) current and the sine of the electrical phase angle between the voltage complexor and current complexor, measured in volt-amperes reactive (VAR);
- (25) "Requester" means a person such as a Generating Company including captive generating plant or Transmission Licensee (excluding Central Transmission Utility and State Transmission Utility) or Distribution Licensee or Bulk Consumer, who is seeking connection of his new or expanded electrical plant in the Grid at voltage level 33 kV and above;
- (26) "SCADA" means Supervisory Control and Data Acquisition System that acquires data from remote locations over communication links and processes it at centralised control location for monitoring, supervision, control as well as decision support;
- (27) "Site Common Drawing" means a drawing prepared for a connection site, which depicts layout of connection site, electrical layout, common protection and control drawings and common services;
- (28) "Site Responsibility Schedule" (SRS) means a Schedule for demarcating the ownership, responsibility for control, operation and maintenance of the equipment at the interconnection point;
- (29) "System Protection Scheme" means a scheme designed to detect abnormal system conditions and take predetermined, corrective action to preserve system integrity and provide acceptable system performance;
- (30) "Thermal Generating Unit" means a generating unit using fossil fuels such as coal, lignite, gaseous and liquid fuel;
- (31) "Total Harmonic Distortion" (THD) means a measure of distortion of the voltage or current wave form (which shall ideally be sinusoidal) and is the square root of the sum of squares of all voltage or current harmonics expressed as a percentage of the magnitude of the fundamental;
- (32) "Transmission System" means a network of transmission lines and sub-stations;
- (33) "Under Frequency Relay" means a relay which operates when the system frequency falls below a pre-set value;
- (34) "User" means a person such as a Generating Company including captive generating plant or Transmission Licensee (other than the Central Transmission Utility and State Transmission Utility) or Distribution Licensee or Bulk Consumer, whose electrical plant is connected to the grid at voltage level 33 kV and above; and
- (35) "Voltage Unbalance" means the deviation between highest and lowest line voltage divided by Average Line Voltage of the three phases.

The words and expressions used and not defined in these regulations but defined in the Act shall have the meanings assigned to them in the Act.

3. Applicability of the Regulations

These regulations shall be applicable to all the users, requesters, Central Transmission Utility and State Transmission Utility.

4. Objectives

- (1) The aim of these regulations is to ensure the safe operation, integrity and reliability of the grid.
- (2) The new connection shall not cause any adverse effect on the grid. The grid shall continue to perform with specified reliability, security and quality as per the Central Electricity Authority (Grid Standards for Operation and Maintenance of Transmission Lines) Regulations, as and when they come into force. However, these regulations are not to be relied upon to protect the plant and equipment of the requester or user.
- (3) A requester is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into the grid.

5. Standards

The equipment shall meet the requirements in accordance with the provisions of Technical Standards for Connectivity to the Grid as given in the Schedule of these regulations and Central Electricity Authority (Grid Standards for Operation and Maintenance of Transmission Lines) Regulations as and when they come into force, and Grid Code and the State Grid Code(s) as specified by the appropriate Commission.

6. General Connectivity Conditions

- (1) The requester shall be responsible for the planning, design, construction, reliability, protection and safe operation of its own equipment subject to the regulations for construction operation and maintenance and connectivity and other statutory provisions.
- (2) The requester and user shall furnish data as required by the Appropriate Transmission Utility or by the licensee or generating station with whose system the inter-connection is proposed, for permitting inter-connection with the grid.
- (3) The requester and user shall provide necessary facilities for voice and data communication and transfer of on-line operational data, such as voltage, frequency, line flows, and status of breaker and isolator position and other parameters as prescribed by the Appropriate Load Despatch Centre.
- (4) The requester and user shall cooperate with the Regional Power Committee, and Appropriate Load Despatch Centres in respect of the matters listed below, but not limited to :—
 - (a) protection coordination and settings of its protective relays accordingly;
 - (b) agree to maintain meters and communication system in its jurisdiction in good condition;
 - (c) participate in contingency operations such as load shedding, increasing or reducing generation, islanding, black start, providing start-up power and restoration as per the procedure decided by the Appropriate Load Despatch Centre;
 - (d) furnish data as required by Appropriate Transmission Utility or Transmission Licensee, Appropriate Load Despatch Centre, Appropriate Regional Power Committee, and any committee constituted by the Authority of appropriate Government for system studies or for facilitating analysis of tripping or disturbance in power system;
 - (e) carryout modifications in his equipment with respect to short circuit level, protection coordination and other technical reasons considered necessary due to operational requirements;
 - (f) abide by the coordinated outage plan of the state and region in respect of generating units and transmission lines as approved by the Regional Power Committee; and
 - (g) cooperate with the Regional Power Committee for tuning of Power System Stabilizer provided in the excitation system of the generating unit.
- (5) The requester and user shall make arrangements for integration of the controls and tele-metering features of his system into the Automatic Generation Control, Automatic Load Shedding, Special Protection System, Energy Management Systems and Supervisory Control and Data Acquisition System of the respective state or region.
- (6) For inter-connection studies the requester shall make a request for connection in the planning stage to the Appropriate Transmission Utility. In case a requester is seeking inter-connection to a distribution system, such a request will be made to the distribution licensee. The Appropriate Transmission Utility or distribution licensee shall carry out the inter-connection study to determine the point of inter-connection, required inter-connection facilities and modifications required on the existing grids, if any, to accommodate the inter-connection. The study may also address the transmission system capability, transient stability, voltage stability, losses, voltage regulation, harmonics, voltage flicker, electromagnetic transients, machine dynamics, ferro resonance, metering requirements, protective relaying, sub-station grounding and fault duties, as the case may be.
- (7)(1) Every connection of a requester's system to the grid shall be covered by a connection agreement between the requester and
 - (a) Appropriate Transmission Utility in case of connection to Inter-state transmission system or intra state transmission system as the case may be;
 - (b) Distribution licensee in case of inter-connection to distribution licensee's system; and
 - (c) Transmission licensee and Appropriate Transmission Utility, in case of inter-connection to a transmission licensee (tri-partite agreement).
- (2) The connection agreement shall contain general and specific technical conditions, applicable to that connection.

7. Site Responsibility Schedule

- (1) A Site Responsibility Schedule (SRS) for every connection point shall be prepared by the owner of the sub-station where connection is taking place.
- (2) Following information shall be included in the Site Responsibility Schedule, namely,—
 - (a) Schedule of electrical apparatus services and supplies;

- (b) Schedule of telecommunications and measurement apparatus; and
 - (c) Safety rules applicable to each plant and apparatus.
- (3) Following information shall also be furnished in the Site Responsibility Schedule for each item of equipment installed at the connection site, namely :—
- (a) the ownership of equipment;
 - (b) the responsibility for control of equipment;
 - (c) the responsibility for maintenance of equipment;
 - (d) the responsibility for operation of equipment;
 - (e) the manager of the site;
 - (f) the responsibility for all matters relating to safety of persons at site; and
 - (g) the responsibility for all matters relating to safety of equipment at site.

8. Access at Connection Site

The requester or user, as the case may be, owning the electrical plant shall provide reasonable access and other required facilities to the licensee or Appropriate Transmission Utility or Appropriate Load Despatch Centre, whose equipment is installed or proposed to be installed at the Connection Site for installation, operation and maintenance, etc. of the equipment.

9. Site Common Drawings

Site Common Drawings shall be prepared for each connection point by the owner of the Sub-station where connection is taking place.

Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

In respect of the MGVCL :	In respect of the GETCO	In respect of the Company
Chief Engineer (Tech.) Madhya Gujarat Vij Co. Ltd. Vadodara.	Chief Engineer (R&C) Gujarat Energy Transmission Corporation Limited Vadodara	Director Mr.

The parties hereto, have put their signatures and seals in agreement to this Agreement as under.

Signed on this_____date___month &___year by & between.

FOR AND ON BEHALF OF M/S MGVCL	FOR AND ON BEHALF OF M/S GETCO	FOR AND ON BEHALF OF COMPANY
Authorized Signatory	Authorized Signatory	Authorized Signatory
WITNESSES	WITNESSES	WITNESSES
1._____	1._____	1._____
2._____	2._____	2._____

To be done on Rs.300/- Non Judicial Stamp Paper

MEMORANDUM OF UNDERSTANDING BETWEEN

(i) (M/s. _____)
(ii) Gujarat Energy Transmission Corporation Limited (GETCO) AND
(iii) Madhya GUJARAT Vij Company Limited (MGVCL) FOR OPERATION AND MAINTENANCE OF
(M/S _____) 11 Kv Dedicated Line
At _____ Substation of MGVCL for the period of 25 Years.

Place:

Date: _/.../202

This MoU has been signed on this _____ date of 202 between (M/s. _____), duly signed by Shri _____, an authorized representative of M/s. _____ (which expression and includes their legal heir, administrator etc.) as party of First PART, BY Shri _____, Additional Chief Engineer (R & C), an authorized representative of GETCO (which expression and includes their legal heir, administrator etc.) as party of SECOND PART AND BY Shri _____ Superintendent Engineer (DSM Cell), an authorized representative of MGVCL (which expression and includes their legal heir, administrator etc.) as party of THIRD part.

Whereas, MoU is executed with M/s. _____ for its _____ MW Solar Power Plant to be setup at Village _____ Ta. _____ Dist. _____

NOW THEREFORE IN CONSIDERATION OF THE PREMISES COVENANTS AND CONDITIONS THE PARTIES HEREINTO HEREBY AGREE AS UNDER:

1.0 Evacuation of Power:

For evacuation of power, Solar Generating Plant of M/s. _____ shall be connected with 11 KV line. Energy shall be evacuated and injected at GETCO substation through the dedicated and radial 11 KV line. The entire cost of line and the associated equipment for connectivity at GETCO substation end shall be borne by M/s. Yogi Stucbuild Power Pvt Ltd.

2.0 DISCOM`S and GETCO`s RESPONSEIBILITIES:

- (I) Operation (and maintenance) of the above line - Discom`s Responsibility
- (II) Maintenance of equipment at 66KV _____ Substation - GETCO`s Responsibility

2.1 No hot line maintenance of line or any substation equipment would be undertaken.

2.2 Cost of T&P available at the concerned GETCO substation and/ or with the MGVCL required to be used for all types of repairs will be considered within the scope of O&M charges. In

case, services of the manufactures or any outside agency are required for particular occasion (M/s_____)) will arrange for the same at its own cost. Services of MGVCL and/ or GETCO staff and vehicles etc. utilized in emergency for replacement of equipment / structures etc. will be charged at actual, event wise depending on emergency subject to verification by (M/s_____) representative.

2.3 SCHEDULE OF MAINTENANCE:

Generally maintenance and testing will be done as per MGVCL’s schedules, however in case of emergency or fault in 11 KV Line of the Company the same shall be carried out by the MGVCL without any prior information to the Company.

The maintenance work at sub-station will not cover supply of original major spares including emergency replacement, which (M/s_____) authorities will have to supply or limitations imposed on this account will not be accountable to MGVCL/GETCO.

3.0 O&M Charges for dedicated line and bays:

As per the Order No. 3 of 2007 dtd.22.8.2007 issued by Hon’ble GERC in the matter of Determination of Operation and Maintenance Charges to be levied from Dedicated Users of Transmission Lines M/s_____ will pay 1.5% cost of the erected equipment’s per year with effect from 2019 for the listed at CL. No. 2.0 with an escalation of 5% per year, thereafter till the validity period of this MOU or mutually agreed period after the expiry of the validity period.

The summary of year wise charges will be as under considering 5 % escalation per year.

1st Year	1.500%
2nd Year	1.575%
3rd Year	1.654%
4th Year	1.737%
5th Year	1.824%

In addition to above charges,
(M/s_____) agrees to pay MGVCL all taxes, cess, duties, surcharge, cross subsidy surcharge and any other charges imposed by and/or newly introduced by GERC, CERC, Government of India, Government of Gujarat or any Competent Authority from time to time on wheeling of Power/Energy and activities related thereto.

4.0 MODE OF PAYMENT:

MGVCL will submit yearly O&M bills to the (M/s_____). The payment will be released by (M/s_____) within 10 days from the issue of the O & M Invoice.

In case payment is made after the due date, surcharge of 1.5% (18% p.a.) per month shall be charged up to the date of payment from the due date. Payment shall be made by local cheque/ demand draft payable to Discom. (Due date shall be 10 days after issue of bills).

5.0 Safety Aspects:

The Solar generating plant (SGP) has to observe all the safety aspects narrated here under,

1. The Installation of the solar plant shall be in accordance with the Electricity Act 2003, GERC (Supply code and related matters) Regulation-2015 and amendment thereof time to time and Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulation -2010 and amendment thereof time to time.
2. The responsibility of operation and maintenance of SGP including all accessories up till isolating device shall lay on (M/s_____). MGVL shall reserve the rights to disconnect the evacuation point/solar power generating point at any time in the event of, force majeure condition, damage to grid, meter, metering system etc. to prevent accident. However, no compensation thereof will be paid by MGVL.
3. Isolation devices should not be by passed at any time by the (M/s_____). As per prevailing norms of Chief Electrical Inspector of Gujarat, regular inspection of SGP and all related accessories including isolation equipment like Vacuum Circuit Breaker/breakers, isolators, AB Switched etc.. to be got checked from their department and the copy of the same shall be submitted by (M/s_____) to MGVL regularly. (M/s_____) shall comply with all the applicable Rules, Regulations, and Codes prescribed/issued by GERC, CERC and Central Electricity Authority (CEA) and amendments thereof issued from time to time.
4. M/s_____ shall co-operate with MGVL for carrying out planned or unplanned shut down as per the network requirement and shall provide proper isolation and ensure that their Electrical Engineer shall remain present during Shutdown to avoid back power in to the grid. M/s_____ will not make any modification whatsoever in the switchyard or the solar power plant without the prior approval of MGVL and Chief Electrical Inspector of Gujarat. In case, any modification is done without approval as mentioned above same shall be treated as breach of MoU and actions will be initiated accordingly.
5. M/s_____ is required to provide and maintain an appropriate protection system on their inject side/Generator premises in such a way that when incoming supply fails or any interruption occurs on the connected line due to failure of equipment/line or line clear taken for carrying out maintenance work, no reverse power shall flow in the network. Otherwise M/s_____ shall be responsible in all respect for any accident/electrocution.

6.0 MGVL and/ or GETCO RESPONSIBILITY TOWARDS EQUIPEMENTS:

MGVL and / or GETCO would take all necessary care and precaution while handling the equipment for maintenance purpose. However, any accidental damage caused to the equipment during maintenance shall have to be made good by (M/s_____) and MGVL & GETCO shall not be responsible for such damage.

7.0 INSURANCE:

MGVCL and/ or GETCO take full responsibility to take care of equipment. Any accidental damage caused to any equipment during the operation and maintenance shall have to be made good by (M/s_____) and MGVCL and/ or GETCO shall not be responsible. (M/s_____) may cover appropriate insurance for equipment at the GETCO's _____ substation at their cost and lodging claims and processing them with insurance company for recovery.

8.0 ARRANGMENT FOR STANDBY/COMMISSIONING/START UP POWER BY POWER PRODUCER

M/s_____ shall make necessary arrangement for power on their own for availing Commissioning/Start-up/Standby/Auxiliary power at their Solar Generating Plant(SGP) separately and shall pay the tariff as per the Power Supply agreement executed with MGVCL in this regard. This MoU will not allow any right to Solar Generating Plant to draw power from the MGVCL system. The drawl of Power by SGP without execution of Power Supply Agreement with MGVCL shall be considered as unauthorized use of power and will be dealt in terms of Act.

9.0 METERING AND ENERGY ACCOUNTING:

M/s_____ agrees to install the ABT complaint meter and metering equipment as per specifications given by MGVCL at generating station. The entire cost of meters and metering system shall be borne by (M/s_____). Further, ABT complaint meter shall also be installed at GETCO sub-station. Further, (M/s_____) shall install Remote Terminal Unit (RTU) at its own costs to communicate Real Time Data to MGVCL/State Load Dispatch Centre.

10.0 SETTLEMENT OF DISPUTES:

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance to be settled amicably between the parties at operating level. In case any dispute is not settled amicably, it shall referred to the Forum consisting of Managing Director, (M/s_____) and Managing Director, MGVCL and Managing Director of GETCO, who will resolve and/or decide the dispute(s), or difference (s) jointly and their decision in that regard shall be final and binding on the parties.

11.0 FORCE MAJEURE:

The parties shall ensure due compliance with the terms of this MoU. However, no party shall be liable for any loss or damage whatsoever arising out of failure to carry out terms of the MoU to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of god, act of govt. and any other reason beyond the control of concerned party.

12.0 VALIDITY PERIOD : This MoU shall remain valid and binding to all the parties from date of taking over of the Single Circuit 11 KV line of (M/s_____) to be maintained by MGVCL i.e. from to dt. _ ._.201_ For period of 25 years. The validity period can be further extended on mutually agreed period between all the parties.

Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

In respect of the MGVCL :	In respect of the GETCO Additional Chief Engineer (R&C) Gujarat Energy Transmission Corporation Limited Vadodara	In respect of the Company
Chief Engineer (R&C) Paschim Gujarat Vij Co. Ltd. Rajkot		

The parties hereto, have put their signatures and seals in agreement to this MoU as under.

Signed on this date month & year by & between,

FOR AND ON BEHALF OF M/S MGVCL	FOR AND ON BEHALF OF M/S GETCO	FOR AND ON BEHALF OF M/s.
Authorised Signatory WITNESSES 1. () 2. ()	Authorised Signatory WITNESSES 1. () 2. ()	Authorised Signatory WITNESSES 1. () 2. ()

Appendix-1

Details of location of Solar Power Generator, its specifications, name plate details and commissioning certificate from GEDA

Sr. No.	Description	Details
1.	Name of the Owner	
2.	Status of Owner Company/Developer	
3.	Amount of Stamp paper Stamp paper no.: Date of issue	
4.	Location of Solar Power Generator Survey No.: Village: Taluka: District:	
5.	Name plate details of Solar PV Cell (Modules), Invertors including serial number/Job number of manufacturer, make and capacity	
6.	Serial number and date of commissioning certificate, key plan of the land showing location and capacity of SPG (Copy of the certificate may please be attached) SPG ID Number:	

APPENDIX - 2

Details of recipient Unit(s) for wheeling Energy from the solar power generator M/s _____ located at survey no _____ Village _____ Ta _____ Dist: _____

Total No of Recipient Units: _____

Recipient Unit No 1 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM’s Division Office	
Voltage of Supply (KV)	

Recipient Unit No 2 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM’s Division Office	
Voltage of Supply (KV)	

Recipient Unit No 3 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM’s Division Office	
Voltage of Supply (KV)	