

**MODEL POWER PURCHASE AGREEMENT
BETWEEN**

(Name of the Generating Company)

AND

(Uttarakhand Power Corporation Limited)

THIS Deed of AGREEMENT is made this _____ day of _____, (hereinafter called the Effective Date), by and between (*Name of the Generating Company.*) registered under the (*....Provisions of the Act.....*) and having its registered office at (*.....Regd. Office address*), hereinafter called the "Generating Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part and Uttarakhand Power Corporation Limited, a Company registered under the Company's Act, 1956, having its Registered Office at Urja Bhawan, Kanwali Road, Dehradun, hereinafter called "UPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

WHEREAS, the Generating Company is engaged in the business of.....and other incidental businesses situated at.....in the State of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof and,

WHEREAS, UPCL is a distribution Licensee operating in the State of Uttarakhand, and has Licence to supply power in the State.

WHEREAS, the Company has entered into an agreement dated _____ (hereinafter referred to as "Implementation Agreement"), with the Government of Uttarakhand in accordance with the State Policy in this regard, and

WHEREAS, the Generating Company owns, maintains and operates or intends to own, maintain and operate a power plant having a installed capacity of.....MW based on renewable energy sources and non-fossil fuel based co-generating stations, and

WHEREAS, the Generating Company has undertaken to implement the power plant by installing plant and equipment and to complete erection, installation and commissioning of the said installed capacity and make it operational by (*.....Commercial Operation Date.....*), and (*Applicable for new plants only*)

WHEREAS, the Generating Company desires to supply entire installed capacity /in case of cogeneration plant only surplus power, after its captive use, (tick which ever applicable) so generated in the Generating Company's facility, i.e. ... MW to UPCL, and UPCL agrees to purchase electricity generated from such capacity by the Generating Company for sale, under the terms and conditions set forth herein, and

Whereas any failure on the part of the Generating Company, to achieve the Financial closure and/or commissioning of the project by Scheduled Date of Completion, shall be treated as 'Events of Default and Termination' as mentioned in Clause 18 of this agreement.

Notwithstanding anything contained in this agreement, any schedule and terms and conditions thereof for achievement of financial closure, completion of the project, commercial operation etc., agreed by the Generating Company in the Implementation Agreement executed with Government of Uttarakhand or with UPCL shall be binding upon the Generating Company.

Now, therefore, in consideration of premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:-

1. Definitions

- (1) **"Bill"** means a bill raised, that includes all charges to be paid by UPCL with respect to sale of Power by the Generating Company to UPCL;
- (2) **"Main Meter"** means meter on the basis of which energy bills shall be raised by the Generating Company and/ or UPCL as the case may be;

- (3) **"Check Meter"** means meter capable of performing a check on the accuracy of the Main Meter;
- (4) **"Commercial Operation Date"** shall mean in relation to a unit means the date declared by the generator on achieving maximum continuous rating through a successful trial run and in relation to the generating station, the date of commercial operation means the date of commercial operation of the last unit or block of generating station and expression 'commissioning' shall be construed accordingly. In case of Small Hydro Plants the date of commissioning shall, however, not be linked to achieving maximum continuous rating, but the generator will have to demonstrate the same within three years of commissioning;
- (5) **"Distribution Code"** means UERC (Distribution Code) Regulations, 2007 specified under Section 14 of the Electricity Act, 2003 read with Section 181 of the said Act and clause 18 of the Distribution and Retail Supply by Uttarakhand Electricity Regulatory Commission.
- (6) **"Energy Account Month"** means period from date of meter reading in previous month to date of meter reading in following month and such period should not exceed 35 days;
- (7) **"Financial Closure"** means the signing of the Financing Documents for financing of the Project and the fulfillment of all conditions precedent to the initial availability of funds thereunder and the receipt of commitments for such equity as required by the Company in order to satisfy the requirements of the Lenders, provided however that the Company has immediate access to funds (subject to giving the required drawdown notices) regarded as adequate by the Company and in any case shall be achieved within 6 [six] months from the date of signing of this Agreement.
- (8) **"Grid"** means 33 KV or higher voltage system owned, maintained and operated by UPCL or PTCUL or STU or other transmission / distribution licensees and includes substation, lines etc;
- (9) **"Installed Capacity"** means the summation of the name plate capacities of the units in the generating station or the capacity of the generating station (reckoned at the generator terminals);

- (10) **“PTCUL”** Power Transmission Corporation of Uttarakhand Limited and its successor entity/entities, presently the sole Transmission licensee in the State, which has been assigned Transmission license by the Commission.
- (11) **“Scheduled date of Commencement”** shall mean the date on which the construction work at the Project Site is actually started and such date shall be within three [3] months from the date of achievement of Financial Closure.
- (12) **“Scheduled Date of Completion”** shall mean the date on which the last Unit of the Project is scheduled to deliver Electricity to UPCL at the Delivery Point after completion of all the required tests, and shall be as follows:
- Within a period of 18 months from the date of achieving the “Financial closure” in respect of Wind power projects, Co-generation and Biomass/Biogas projects.
- Within a period of 24 months from the date of achieving the “Financial closure” in respect of small hydro projects upto 5 MW.
- Within a period of 36 months from the date of achieving the “Financial closure” in respect of small hydro projects above 5 MW and upto 25MW.
- (13) **“Sub-station”** means a station for transforming or converting electricity for the transmission or distribution thereof and includes transformers, converters, switchgears, capacitors, synchronous condensers, structures, cable and other appurtenant equipment and any buildings used for that purpose and the site thereof;
- (14) **“State Transmission Utility (STU)”** means the Board or the Government Company specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act, 2003. Power Transmission Corporation of Uttarakhand Limited has been notified as STU by the Government of Uttarakhand;
- (15) **“Commission”** means the Uttarakhand Electricity Regulatory Commission (UERC);

- (16) **"UPCL"** means Uttarakhand Power Corporation Limited and its successor entity/entities, presently the sole distribution licensee in the State, which has been assigned distribution and retail supply license by the Commission.
- (17) **"Wheeling"** means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under Section 62 of the Electricity Act 2003;
- (18) **"RE Regulations"** means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating stations) Regulations, 2010 as amended from time to time;
- (19) **"State Grid Code (SGC)"** means the UERC(State Grid Code) Regulations, 2007 specified under clause(h) of sub-section(1) of Section 86 of the Act by Uttarakhand Electricity Regulatory Commission;
- (20) **"Interconnection Point"** shall mean interface point of renewable energy generating facility with the transmission system or distribution system, as the case may be:
- (a) in relation to wind energy projects and Solar Photovoltaic Projects, inter-connection point shall be line isolator on outgoing feeder on HV side of the pooling sub-station;
 - (b) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects the, inter-connection point shall be line isolator on outgoing evacuation line from such generating station;

All words and expressions used and not defined in this agreement but defined in the Electricity Act, 2003 and /or Regulations including RE regulations shall have the meanings assigned to them in the said Act and/or Regulations.

2. GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING COMPANY

- (1) The Generating Company shall own, install, operate, and maintain the generating station equipment and associated dedicated transmission line as described in Annexure-I. The Generating Company shall follow such operating procedures on its side of the electric interconnection with the Grid, as are consistent with provisions of the State Grid Code, Distribution Code and other applicable rules and regulations framed under the Act.
- (2) In the event, any fossil fuel or fuels are used by the Generating Company to supplement bagasse, the fuel linkage shall be the responsibility of the Generating Company and no pass through of cost on account of this shall be permitted. The Generating Company shall comply with the conditions of fossil fuel usage specified in the RE Regulations and shall be liable for action in accordance with provisions of the RE Regulations for non-compliance of these conditions.
- (3) All electrical equipments shall be installed in compliance with the provisions of the State Grid Code, Distribution Code and other applicable rules and regulations framed under the Act.
- (4) The Generating Company further agrees to make no material changes or additions to its facility, which may have an adverse effect on the Grid, or amend the single-line diagram, relay list and/or trip scheme given in Annexure-I, without UPCL's prior written consent. UPCL agrees that such consent shall not be unreasonably withheld.
- (5) Without prejudice to the foregoing, the Generating Company shall install, operate, and maintain its facility including dedicated transmission line, if any, in accordance with accepted good engineering practices & Applicable Standards in the electric industry. The Generating Company's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.
- (6) UPCL shall follow such operating procedures on its side of the electric interface point with the Generating Company, as required to receive

Power from the Generating Company's facility, without interruptions or adverse consequences on the Generating Company, and consistent with the provisions of the State Grid Code, Distribution Code and other applicable rules and regulations framed under the Act.

3. EVACUATION SYSTEM AND INTERFACING FACILITIES WITH GRID SUBSTATION

- (1) Power from the Generating station located atshall be transmitted through a.....kV line. The Power so transmitted shall be delivered at the Grid substation located at.....
- (2) It shall be the responsibility of UPCL/distribution licensee or STU/transmission licensee (in case of the evacuation system for transmission of power at 132 kV or higher voltage) to provide connectivity to Generating station including laying of the dedicated line upto their nearest substation within a range of 10 kilometers from the location of such generating station, the required bay, terminal equipments and other associated equipment etc. The Licensee and Generating Company may further mutually agree to provide connectivity at appropriate voltage level subject to technical feasibility and technical standards for construction of electrical lines and connectivity with the grid as may be specified by CEA.
- (3) Without prejudice to Generating Company's right mentioned in the aforesaid sub-clause, the Generating Company, for better coordination between the generation project and associated evacuation system work and to ensure that no generating capacity is unduly blocked up, may opt to construct the evacuation system including laying of the dedicated line upto the nearest substation of UPCL/distribution licensee or STU/transmission licensee, the required bay, terminal equipments and associated synchronisation equipment etc., at its own cost. Accordingly, in all such cases, where the evacuation system has been constructed by the Generating Company, UPCL shall have to pay the additional tariff of 5 paise/unit to the Generating Company provided ownership of such lines remains with the Generating Company.

- (4) UPCL has the first option to buy the existing evacuation system of the Generating Company at the depreciated cost indicated in the latest accounts of the Generating Company and accordingly, in all such cases where existing evacuation system of the Generating Company has been purchased by UPCL, it shall not be required to pay the additional tariff of 5 paise/unit to the Generating Company.
- (5) In case the Generating Company opts to get the power evacuation system constructed by UPCL then Generating Company shall be required to pay to UPCL, the estimated cost of the work including supervision charges (which shall not be more than 15% of estimated labour cost) before the start of the work by UPCL. Subsequently after completion of the work, UPCL shall, based on the actual cost incurred including supervision charges, raise a demand note of the final amount indicating additional amount/refund. However, in case of the evacuation system for transmission of power at 132 kV or higher voltage, the Generating Company shall approach STU/transmission licensee for construction of its power evacuation system subject to payment of the cost of the works including supervision charges as above.
- (6) In case the Generating Company elects to get the power evacuation system constructed by an agency other than STU/transmission licensee/distribution licensee, no supervision charges shall be payable to STU/transmission licensee/distribution licensee as the case may be.
- (7) The land for extending the bay shall be provided, by UPCL or STU or any other licensee who is owner of the sub-station, free of cost.
- (8) Notwithstanding the above, the interfacing work at Grid Sub-Station shall be done by UPCL. In case of interfacing work at 132 kV or higher voltage, the Generating Company shall approach STU/ transmission licensee for carrying out such works.
- (9) The dedicated lines constructed for the evacuation of power from the Generating Company shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Company and the UPCL/STU/transmission licensee.

- (10) Existing lines of UPCL/STU/transmission licensee may be utilised for evacuation of power from the Generating Company to the Grid sub-station, on the basis of a mutual agreement between the Generating Company and UPCL.
- (11) The Generating Company shall be responsible for the maintenance of terminal equipment at the generating end and the dedicated line. However, UPCL shall carry maintenance work of the dedicated line if so desired by the Generating Company on mutually agreed annual charges not less than 1.5% of cost of line and associated equipment as per the norms specified in the RE Regulations with annual escalation @ 5.72% per annum. However, in case of 132 kV or higher voltage line, the Generating Company shall approach STU/transmission licensee for carrying out such maintenance works subject to payment of charges as above.
- (12) UPCL or the transmission licensee or the state transmission utility, as the case may be, shall be responsible for maintenance of the terminal equipment(s) at the sub-station of the concerned licensee pursuant to provisions of the RE Regulations in this regard.
- (13) Work pertaining to interconnection point and/or dedicated line including protection system to be done by the Generating Company shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL. However, in case of works related to 132kV and higher voltage, transmission licensee/STU shall accord approval to the drawings and specifications and for this purpose the Generating Company shall approach transmission licensee/STU for grant of such approval.
- (14) On the completion of work, the Generating Company shall obtain final approval from UPCL. However, in case of works related to 132kV and higher voltage, transmission licensee/STU shall accord final approval to the works and for this purpose the Generating Company shall approach STU/transmission licensee for grant of such approval.
- (15) Any other required statutory clearances/compliance would be obtained by Generating Company.

- (16) The Generating Company shall consult UPCL on the scheme of protection of the evacuation line and the facilities at both end, and accordingly provide the equipment at both ends. The protection system, installed by the Generating Company, shall necessarily be checked by UPCL. However, in case of evacuation of power for transmission at 132kV and higher voltage, the Generating Company shall consult STU/transmission licensee on the scheme of protection of the evacuation line and the facilities at both end, and accordingly provide the equipment at both ends. The protection system at 132kV and higher voltage, installed by the Generating Company, shall necessarily be checked by STU/transmission licensee. .
- (17) Without limiting the foregoing, the Generating Company shall operate and maintain the interconnection point, evacuation line (in case it owns the line) and terminal equipments at the Generating end including parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant Standards, the State Grid Code, Distribution Code and other applicable rules and regulations framed under the Act.
- (18) The interconnection point facilities to be provided by the Generating Company are set forth in Annexure II attached hereto and made a part thereof.

4. CONSTRUCTION STAGE

- (1) The Generating Company shall design and construct the Project in accordance with the prudent utility practices, relevant technical standards and specification and also in line with the provisions of Approved DPR, after obtaining all requisite approvals. The Company shall achieve Commercial Operation of the Project within Scheduled Commercial Operation Date and ensure that the Project is capable of despatching Active and Reactive Power as per Despatch Instructions and of being operated in parallel with the Grid System as per prudent utility practices and relevant technical standards for connectivity with grid. The Company shall also ensure delivery of power at the Interconnection Point

in a safe and reliable manner so as to avoid fluctuations and disturbances to the Grid System due to parallel operation.

- (2) The Generating Company shall provide UPCL with the construction programme matching with the Scheduled Commercial Operation Date of the Project. The Company shall also furnish to UPCL half yearly progress reports by 31st March and 30th September every year indicating achievement vis-a-vis the targets, slippages, if any, and the remedial actions intended to be taken.
- (3) In case evacuation system works is being carried out by UPCL or STU/transmission licensee pursuant to sub-clause (5) of Clause 3 above, then UPCL or STU/transmission licensee, as the case may, be shall provide Generating Company with the construction programme, in the form of pert chart, matching with the scheduled date of completion of the generation project of the Company. UPCL/STU or transmission licensee shall also furnish to Generating Company half yearly progress reports by 31st March and 30th September every year indicating achievement vis-a-vis the targets, slippages, if any, and the remedial actions intended to be taken in respect of such evacuation works.
- (4) The Generating Company shall provide at the Station, at its cost, suitable arrangements, compatible with the Grid System and as may be approved by UPCL or in case of evacuation of power for transmission at 132kV and higher voltage by STU/transmission licensee, for parallel operation with the Grid System as per Prudent Utility Practices and relevant technical standards and specifications and also for automatic isolation of the Project from the Grid System in the event of any fault on the Grid System and ensure that no damage is caused to the Project due to aforesaid.
- (5) The Generating Company shall make all arrangements for paralleling the generating set(s) with the Grid in consultation with and to the satisfaction of UPCL subject to the approval of the Electrical Inspector of the Government of Uttarakhand. In case of evacuation of power at 132kV and higher voltage, UPCL shall consult transmission licensee/STU on behalf of the Generating Company for the aforesaid purpose.

(6) PROTECTIVE EQUIPMENT & INTERLOCKING

The Generating Company shall provide adequate protection at the Interconnection Point, to ensure that no damage is done to UPCL's or transmission licensee/STU grid system due to paralleling of the Station. The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Company shall not adversely reflect on or affect Grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Company's breaker trips first to protect the equipment. Prior to adopting it the Generating Company shall obtain approval of UPCL for the protection logic of the generator system and the synchronisation scheme. In case of evacuation of power for transmission at 132kV and higher voltage, transmission licensee/STU shall accord approval to the protection logic and synchronisation scheme and the Generating Company shall approach the transmission licensee/STU on behalf for the aforesaid purpose.

(7) For proper and prompt co-ordination and efficient load management, the Company shall provide and maintain adequate and reliable communication system between the Generating station and ___kV Grid sub-station of UPCL/transmission licensee/STU, as the case may be, located at _____. Besides the above, the Generating Company shall also have direct communication link with SLDC.

(8) Subject to availability, UPCL shall provide adequate construction power to the Project at the rates determined by the Commission for the purpose from time to time. UPCL shall however not be liable to pay any damage/compensation to the Generating Company in the event of non-supply of construction power for reasons beyond its control. The Company shall make its own standby arrangements for meeting the power requirements of the Project during the periods when UPCL is not in a position to make uninterrupted supply of power available to the Company.

5. COMMISSIONING, SYNCHRONISATION AND ACHIEVING COMMERCIAL OPERATION

- (1) The Company shall give UPCL and in case of evacuation of power for transmission at 132kV and higher voltage to STU/transmission licensee also, at least sixty (60) days advance written notice of the date on which it intends to Synchronise a Unit to the Grid System, the date being not earlier than the Scheduled Synchronisation Date for the first Unit, unless otherwise agreed to by UPCL/STU/transmission.
- (2) In continuation to notice as per sub-clause (1) above, the Generating Company shall also give atleast seven (7) days notice to UPCL of the exact date(s) on which Commissioning Test(s) will commence. UPCL shall designate its authorised representative to observe these test(s). A copy of these test(s) results shall also be furnished by the Generating Company to UPCL.
- (3) UPCL or STU/transmission licensee or any other licensee, as the case may be, shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Company due to failure of the synchronising or the protective system provided by the Generating Company.
- (4) Subject to sub-clause (1) & (2) above, the Generating Company shall declare a Unit to be ready for Synchronisation with the Grid System when:
 - (a) it has been installed in accordance with the required Technical standards, specifications and Prudent Utility Practices,
 - (b) it meets all related conditions prescribed in applicable Bureau of Indian Standard(s)/Code(s) then in effect and also meets the provisions of the Distribution Code, State Grid Code and Indian Electricity Rules, 1956 or any other requirements for Synchronization to the Grid System; and
 - (c) it is capable of being operated safely and the Generating Company has obtained the approval of Electrical Inspector of the Government of Uttarakhand for energisation.

- (5) The Generating Company shall synchronise its power generating set in consultation with the *(name of the designated authority)*, in-charge of the *(name of the grid substation)* Grid sub-station and as per the provisions of the State Grid Code and Distribution Code. The Generating Company shall give seven (7) days prior intimation of the synchronisation programme to the *(name of the designated authority)*, the nodal officer of UPCL:
- (a) when commissioning the plant for the first-time;
 - (b) when commissioning after completion of annual maintenance programme.
- (6) *(Name of designated authority)*, the authorised representative of UPCL shall inspect any Unit which the Generating Company intends to Synchronise to the Grid System within five (5) days after being notified in writing by the Generating Company pursuant to sub-clause (5), to determine whether the requirements of sub-clause (4) have been met. The Generating Company shall provide UPCL with such access to the Station as is reasonably required to make such determination. In case of evacuation of power for transmission at 132kV and higher voltage, UPCL may consult STU/transmission licensee for the aforesaid inspection.
- (7) If UPCL is satisfied that the Unit is ready to be Synchronised in accordance with sub-clause (4) and sub-clause (6), it shall within three days of the completion of the inspection of the Unit(s) notify the Generating Company to that effect and provide the Company with all reasonable assistance in Synchronising the Unit and also for conducting On-load Commissioning Test(s) as per the applicable standards. In case of evacuation of power for transmission at 132kV and higher voltage, UPCL may consult STU/transmission licensee for the aforesaid purpose.
- (8) The Company shall normally conduct On-load Commissioning Tests within fifteen (15) days from the Date of Synchronisation.
- (9) Subject to sub-clause (4) of Clause 1 (Definitions) of this Agreement, the Commercial Operation of a Unit shall have occurred as on the date such Unit successfully passes the Commissioning Test(s) including

demonstration of maximum continuous rating to the satisfaction of UPCL. In case of Small Hydro Plants the date of commissioning shall, however, not be linked to achieving maximum continuous rating, but the generator will have to demonstrate the same within three years of commissioning.

- (10) In case the Generating Company fails to achieve Commercial Operation of the Unit(s) within 180 days from the Synchronisation of the last Unit of the Project, the Generating Company shall to the satisfaction of UPCL, take off such Unit from the Station bus bar till such time the defect is removed, failing which UPCL shall be free to disconnect the Project evacuation line(s) from its Grid System after giving an opportunity to the Company to explain its position.

6. PLANT OPERATION AND MAINTENANCE

(1) General

- (a) Subject to the provisions of the Agreement, the Generating Company shall operate and maintain, and if required, effect improvement (within the overall scope of the Project implementation) in the Project in accordance with Prudent Utility Practices, all applicable Laws, codes and directives, the manuals, instructions and manufacturers' guidelines supplied by construction contractors, manufacturers of equipments/suppliers etc, the grid technical limits and Despatch instructions and rated capacity subject to normal derating/deterioration.
- (b) The Generating Company shall comply with the directions of the State Load Despatch Centre.

(2) Scheduled Outages

- (a) Atleast 45 days prior to first scheduled synchronisation date of each Unit, the Generating Company shall submit to UPCL proposed plan of scheduled outage for that Unit for the balance period of the Year in which such date falls. Thereafter, the Generating Company shall provide SLDC with their proposed outage program in writing for the

next financial year by 31st October of each year in accordance with provisions of State Grid Code.

(b) SLDC shall intimate a final outage plan to all constituents namely UPCL, STU including outage schedule of the generating company latest by 15th February of each year for the purpose of implementation in accordance with the provisions of State Grid Code.

(3) Maintenance Outages

When the circumstances warrant a Maintenance Outage, the Generating Company shall inform the SLDC of such circumstances and the proposed commencement and estimated duration of Maintenance Outage. The SLDC shall grant the Generating Company the right to schedule and conduct such Maintenance Outage at a time acceptable to the Parties including STU/transmission licensee as the case may be.

(4) Operation

The SLDC may issue Despatch Instructions and the Generating Company shall follow all such Despatch Instructions.

(5) Forced Outages

In case of Forced Outage, the Company shall take all reasonable steps to bring back the equipment into service that is under Forced Outage, as early as may be reasonably practicable.

(6) Maintenance of Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of the Agreement. Among other records and data required hereby or elsewhere in the Agreement, the Parties shall maintain an accurate and up-to-date operating log at the Project Interconnection Point as per provisions of State Grid Code and Distribution Codes including records of:

- (a) Active and Reactive Power production for each hour at all times and the Energy generated/received on hourly basis;
- (b) Scheduled Outages, Maintenance Outages and Forced Outages;

- (c) Outage of the Generating Unit(s), for reasons not attributable to it, such as:-
 - (i) Grid System failure.
 - (ii) Non availability of evacuation system beyond the Interconnection Point.
 - (iii) Receipt of backing down instructions from the SLDC.
- (d) Any unusual condition observed during operation/ inspection(s).

All such records shall be maintained for a minimum of sixty (60) months after the creation of such record or data. Either Party shall have the right, upon reasonable prior notice to the other Party, and at reasonable times, to examine such records and data maintained by the other Party.

7. POWER PURCHASE AND SALE

- (1) Tariff for sale of power by Generating Company to UPCL

UPCL shall accept and purchase all power made available to UPCL's system either directly or through transmission licensee's system, from the Generating Company facility at the generic/project specific tariffs under the provisions of RE Regulations, as amended from time to time by the Commission. All taxes, duties and other levies imposed by the Central/State Government or other local authorities directly relating to generation shall be borne and payable by the Generating Company, while those relating to sale of electricity, shall be borne and payable by UPCL.

- (2) Tariff for Sale of Electricity by UPCL to Generating Company.

The rate applicable for supply of electricity by UPCL to the Generating Company shall be in accordance with the provisions of the RE Regulations based on whether the purchase of electricity by the Generating Company is for startup purpose or withdrawal of power in excess of banked power described in sub-subclause (a) and Clause 8 respectively given below:

- (a) Purchase of Electricity by the Plant/Start up Power.

Generating Company may, who is not a consumer of the distribution licensee, purchase electricity from a distribution licensee or other generating company in case his plant is not in a position to generate

electricity to meet the requirement of his own use or for start up and consequently power is required to be drawn from distribution system.

Provided that such purchase of electricity, from a distribution licensee, shall be charged as per the tariff determined by the Commission for temporary supply under appropriate 'Rate Schedule of tariff' for Industrial Consumers considering maximum demand during the month as the contract demand for that month. Fixed/Demand charges for that month shall payable for the number of days during which such supply is drawn. Such person shall, however, be exempted from payment of monthly minimum charges or monthly minimum consumption guarantee charges or any other charges.

Provided also that in case of purchase of power through a trader or a generating company, rate shall be as mutually agreed however, transmission and wheeling charges shall be payable as per relevant orders of the Commission.

(3) Deemed Generation:

(a) After the COD of the Project, loss of generation at the Station on account of reasons attributed to the following, or any one of the following, which results in Water Spillage, shall count towards Deemed Generation:

- Grid System failure;
- Non availability of evacuation system beyond the Interconnection Point; and
- Receipt of backing down instructions from the SLDC.

Provided that the following shall not count towards Deemed Generation:

- (i) the loss of generation at the Station due to the interruptions/outages attributed to the aforesaid factor(s) lasting for a period of less than 20 minutes at a time;
- (ii) the loss of generation at the Station on account of aforesaid factor(s) but attributed to the Force Majeure event(s);

- (iii) the loss of generation at the Station due to the interruptions/outages attributed to the aforesaid factor(s) during the period in which the total duration of such outages/interruptions, other than those excluded under (i) & (ii) above, is within the annual limit of 480 hours in a Year spread equally in each month; and
 - (iv) the loss of generation at the Station that would have taken place otherwise also even in the absence of the aforesaid factor(s).
- (b) The period of outage/interruption on account of such factor(s) shall be reconciled on monthly basis and the loss of generation at the Station counting towards Deemed Generation after accounting for the events (i) to (iv) above, shall be computed on following considerations:
- (i) if such period falls within the first twelve months after the COD of the Project, the generation envisaged for the month in which such period falls, based on inflows relating to 75% dependable year, as per the hydrological data contained in the Approved DPR; and
 - (ii) if such period falls subsequent to the first twelve months after the COD of the Project, the generation actually achieved including the Deemed Generation, if any, in the corresponding month of the previous Year or the one envisaged in that month based on inflows relating to 75% dependable year as per the hydrological data contained in the Approved DPR, whichever is less.
- (c) UPCL shall pay for the saleable deemed generation, on monthly basis, worked out on the basis of the deemed generation on above lines, at the generic/project specific tariffs under the provisions of RE Regulations, as amended from time to time by the Commission.

[Note: (i) The deemed generation conditions under sub-clause (3) above shall be applicable only in such cases where the evacuation line is connected to 33 kV or higher voltage Grid Sub-station.

(ii) The deemed generation conditions under sub-clause (3) above shall come into effect from 01.05.2011]

8. Banking of Power

- (1) Generating Company shall be allowed to bank power within a period of one calendar month, for the purpose of withdrawal of the banked power in the event of emergency or shut down or maintenance of the plant, subject to following conditions:
 - (a) Banking of energy upto 100%, as agreed between the plant and the distribution licensee, shall be allowed during the period 17:00 hrs. to 22:00 Hrs. (specified as peak hours for this purpose).
 - (b) Withdrawal of power shall be allowed only during the period other than 17:00 hrs. to 22:00 Hrs.
 - (c) The plants shall provide ABT compliant Special Energy Meters and the monthly settlement of energy sales shall be done based on Power supplied during the peak hours as per SEM meter readings shall be considered as banked power and monthly settlement shall be done for the balance energy supplied by the plant at the rate specified for supply of electricity to distribution licensee.
 - (d) Upon introduction of intra-state ABT in the State, the banking as well as withdrawal of banked energy shall be subject to day ahead scheduling.
 - (e) The power withdrawn by the plant as ascertained by SEM readings, which could not be considered as withdrawal from banked power, shall be considered as power purchased by the plant.
 - (f) The purchase of power by these plants under clause (e) or otherwise shall be charged as per the conditions of sub-clause (2) of Clause 7 above.
 - (g) A Generating Company shall be allowed to withdraw power that was banked during a particular financial year in the same year or during the following financial year.
 - (h) The banked power remaining unutilised on the expiry of the following financial year would be treated as sale and the financial settlement

shall be made at the generic tariff for the year during which the power was banked. No banking charges shall be deducted from such unutilized banked energy.

- (i) Banking charges shall be 12.5% of the energy banked

9. SUPPLY SCHEDULE

The Generating Company shall furnish to UPCL a month-wise supply schedule. The Generating Company shall also Co-ordinate with State Load Dispatch Centre in respect to Optimum scheduling and dispatch of electricity as per provisions of the RE Regulations and State Grid Code.

10. BILLING PROCEDURE AND PAYMENTS

- (1) The Generating Company shall raise monthly bills in the format provided as Annexure-III based on the monthly joint meter readings of the Main Meter installed at the interconnection point i.e. switchyard of Generating Station itself along with the MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days.
- (2) The Monthly Bill alongwith supported documents namely Joint Meter Reading duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL, of the concern division and the MRI document (Main & Check Meter) with load survey data of previous 35 days raised by Generating Company shall be delivered to UPCL, in triplicate, at its designated office (*name of the UPCL's designated office*) on or before 7th (Seventh) working day of each succeeding month.
- (3) UPCL shall make full payment against such Monthly Bills to the Generating Company within sixty (60) working days from the date of bill subject to having received complete documents as above alongwith the bill after availing the rebate, if any, in accordance with sub-clause (6) below.
- (4) The bills raised by the Generating Company shall be paid in full subject to the conditions that:
 - (a) There is no apparent arithmetical error in the bill(s).
 - (b) The bill(s) is/are claimed as per tariff referred to in Clause 7(1) of this Agreement.

(c) They are in accordance with the energy account referred to in Clause 12 of this Agreement.

(5) The payment shall be made either through crossed cheques/DD drawn on the bank acceptable to the Generating Company and UPCL or through Letter of Credit (LC). Rebate/Late payment surcharge shall be in accordance with provisions of clause (6) and (7) below.

(6) Rebate

In case UPCL has opened a letter of credit (LC) in favour of the Generating Company in terms of sub-clause (3) above, UPCL shall be allowed a rebate of 2% on bills raised by the Generating Company. However, where no such arrangement for payment of bills through letter of credit (LC) has been provided by UPCL, still a rebate of 1% shall be allowed to UPCL provided payments are made within a period of one month of the receipt of the bill by UPCL's designated office.

(7) Late Payment Surcharge:

In case the payment of bills by UPCL is delayed beyond a period of 2 month from the date of Bill, a late payment surcharge at the rate of 1.25% per month shall be levied by the Generating Company.

(8) In case of any dispute regarding the bill raised by the Generating Company, UPCL shall send its objections against the bill in writing to the the Generating Company within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. The Generating Company shall either revised the bill to the satisfaction of UPCL or respond to the objections raised by UPCL within 30 working days of receipt of written objections by UPCL.

(9) In case the dispute is not resolved within 30 working days as provided in sub-clause (8) above, then the dispute shall be resolved, upon application of either party, in the manner described in Clause 20 of the Agreement. Till the dispute is resolved, UPCL shall pay entire amount specified in the

disputed bill forthwith and the amount so recovered shall be subject to final adjustment on resolution of the dispute.

11. LIASON WITH AND ASSISTANCE FROM UPCL

The Generating Company shall closely liaise with the nodal officer of UPCL, inform him the date of commencement of delivery of power atleast one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Generating Company, UPCL shall extend assistance for testing and commissioning of protection system, subject to the condition that Generating Company shall pay the charges for such assistance to UPCL, if so indicated by the concerned testing division of UPCL. This charge shall be reasonable and be based on the man-hours devoted by UPCL staff and their usual levels of remuneration, and UPCL equipment used.

12. METERING

- (1) The Generating Company shall provide two identical meters namely Main and Check meters at the point of interconnection, with the facility for downloading data to measure the quantity and time details of the power delivered and/or drawn by the Generating Company, conforming to the specifications approved by STU, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. The complete metering system consisting of meters, current transformers & potential transformers shall conform to the 0.2 accuracy class individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements as laid down in the CEA (Installation & Operation of Meters) Regulations, 2006 framed under the Electricity Act, 2003.
- (2) The joint meter readings shall be recorded in the format given in Annexure-IV & V.
- (3) The Meter along with associated equipment shall be properly sealed and made pilfer proof, to the satisfaction of both parties and conforming to requirements as laid down in the CEA (Installation & Operation of Meters) Regulations, 2006 as amended from time to time.

- (4) UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Company, if the Generating Company so elects, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time, if they so desire, at their own cost, in the presence of the other party.
- (5) *(name of the designated authority)*, UPCL and the representative of the Generating Company shall jointly certify the meter test results. After every testing Meter and the associated equipment shall be securely sealed jointly by the representatives of UPCL and the Generating Company.
- (6) The reading and testing of Meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- (7) Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
- (8) Meter readings shall be taken jointly by parties as indicated below:-
 - (a) UPCL side - *(Name of the Designated Authority)*
 - (b) Generating Company side - *(Name of the designated representative of the Generating Company)*.
- (9) The reading of the Main Meter shall form the basis for the energy account provided that the magnitude of the difference between the Check and Main Meter reading, in absolute terms, is within one percent of the Main Meter reading.
- (10) If in any month the readings of the Main Meter and Check Meter are found to be doubtful or beyond the permissible one percent deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Before removing both Main and Check Meters for checking and calibration thereof, another set of Main and Check Meters, duly calibrated, shall be installed by UPCL. For this purpose, one spare set of Meters duly tested and calibrated on annual basis should be available with the Generating Company at all times.

- (11) Based on the test results, if the Main Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Main Meter would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Main Meter, then the reading from the latter shall be used for billing purpose and the Check Meter shall be immediately re-calibrated and re-installed or replaced, as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification. Corrections shall be made, if required, on the basis of the error detected during this process, in the monthly bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration of the defective meter. These corrections shall be full and final for the bill of that month.
- (12) In the event there is failure of metering that prevents the availability of readings that are usable for billing purposes then energy for the period between previous reading and the date and time from which accurate readings become available through replacement or re-calibration of the defective meter, shall be estimated on the basis of average energy recorded over past 3 months subject to validation of the estimated generation with the readings recorded in the feeder meters installed at the Grid substation.

13. ACCEPTANCE AND APPROVAL OF UPCL

UPCL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on UPCL's existing policies and practices.

14. CONTINUITY OF SERVICE

- (1) The supply of electricity by the Generating Company shall be governed by instructions from the State load dispatch centre, as per the provisions of the State Grid Code.

- (2) However, UPCL may require the Generating Company to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -
 - (a) Repair and/or Replacement and/or Removal of equipment at the Grid substation or any part of Grid's system that is associated with the Generating Company's facility; and/or
 - (b) Endangerment of Safety: If it is established that the continued operation of the facility may endanger the safety of UPCL's and /or STU personnel or integrity of the Grid or its associated system, or have an adverse effect on the provision of electricity to UPCL's other consumers/customers; and/or
 - (c) Force Majeure Conditions as defined in Clause 23 below
- (3) Before disconnecting the Generating Company from the Grid, UPCL/STU shall, except in the case of an emergent situation, give advance intimation to the Generating Company through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPCL/STU shall immediately notify the Generating Company by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPCL shall not be obligated to accept and pay for any power from the Generating Company.
- (4) UPCL shall, however, take all reasonable steps to minimise the frequency and duration of such interruptions, curtailments, or reductions.
- (5) UPCL shall avoid scheduling any event described in sub-clause (2) above, to the extent reasonably practical, during the period of operation of the Generating Company's operations. Where the scheduling of such an event during the Generating Company's operations cannot be avoided, UPCL shall provide the Generating Company with fifteen days advance notice in writing to enable the Generating Company to cease delivery of Power to UPCL at the scheduled time.
- (6) In order to allow the Generating Company's facility to remain on-line and to minimise interruptions to Generating Company operations, the

Generating Company may provide automatic equipment that will isolate the Generating Company's facility from the Grid during major system disturbances.

15. DAILY/MONTHLY/ANNUAL REPORT

The Generating Company shall submit daily generation report in the format provided as Annexure-VI and monthly tripping report in the format provided as Annexure-VII. Notwithstanding these reports the Generating Company shall submit information/reports as may be required by the Commission in accordance with the provisions of Distribution Code, State Grid Code and the RE Regulations.

16. CLEARANCES, PERMITS AND LICENSES

The Generating Company shall obtain, at its own expense, all authorisations, permits, and licenses required for the construction, installation and operation of the Generating Company's facilities and any interconnection facilities, including but not limited to rights-of-way or easements. UPCL shall provide reasonable assistance to the Generating Company to obtain the same if so requested by the Generating Company. Cost incurred for these clearances shall be borne by the Generating Company.

17. DURATION

Except where terminated by default described in Clause 18 below, this agreement shall be valid for **20 years** or **25 years** or **30 years** in case of **Biomass/bagasse, non-fossil fuel cogeneration based projects** or **wind/Solar PV/Solar thermal projects** or **Small hydro projects** respectively from the date of Commissioning.

18. EVENTS OF DEFAULT AND TERMINATION

- (1) The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Company:
 - (a) Failure on the part of the Generating Company to use reasonable diligence in operating, maintaining, or repairing the Generating Company's facility, such that the safety of persons and property in general, UPCL's equipment, or UPCL's service to others is adversely affected; or

- (b) Failure or refusal by the Generating Company to perform its material obligations under this agreement; or
 - (c) Abandonment of its interconnection facilities by the Generating Company or the discontinuance by the Generating Company of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or
 - (d) Failure by the Generating Company to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Central/State Government, the Commission or other empowered authorities, including compliance with the SGC, or
 - (e) Failure by the Generating Company to pay UPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.
- (2) The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPCL: -
- (a) Failure to pay to the Generating Company any amount payable and due under this agreement within ninety (90) working days of the date of the complete monthly purchase bill prepared as per clause 10 of this agreement; or
 - (b) Failure to use reasonable diligence in operating, maintaining, or repairing UPCL's Grid interfacing facilities, such that the safety of persons or property in general, or the Generating Company's equipment or personnel are adversely affected; or
 - (c) Failure or refusal by UPCL to perform its material obligations under this agreement; or
 - (d) Abandonment of its Grid interfacing facilities by UPCL or the discontinuance by UPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Company.
 - (e) Except for failure to make any payment due, within ninety (90) working days of the date of the monthly purchase bill, if an event of

default including nonpayment of bills by either party extends beyond a period of ninety (90) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

- (3) Failure by either UPCL or the Generating Company to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the Commission.

19. COMMUNICATION

In order to have effective co-ordination between UPCL and the Generating Company, a designated official shall be kept on duty round the clock by the Generating Company and UPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Generating Company shall provide reliable and effective communication through wireless/hotline etc., between the Generating Company & the interconnecting Grid substation and also between the Generating Company and the SLDC. The Generating Company shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPCL.

20. RESOLUTION OF DISPUTES

- (1) In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:
 - (a) (*Name of the designated authority*) on behalf of UPCL, and the authorised representative (*Name /designation*) of the Generating Company would be empowered to indicate explicitly the nature and

material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPCL's (Designation of Senior Official of UPCL) of the Circle under whose jurisdiction the Generating Company's plant is located.

- (b) On receiving such information, the (Designation of Senior Official of UPCL) of the Circle of UPCL in which the Generating Company is located, shall get in touch with senior official of the Generating Company and attempt in good faith to resolve the dispute. The aforesaid designated official of UPCL may organise meeting of concerned officers from either side for the purpose of resolution of dispute and also draw the minutes in writing of such meetings.
- (c) If the dispute is not resolved within (30) thirty days of the date of receipt of the notice described in sub-subclause (a) above, the matter may be referred by either or both the above designated officers of the parties to the management of UPCL (name of the concerned Director of UPCL), with information to the Chief Executive of the Generating Company. Within 15 days of receipt of such notice, the said Director of UPCL and the Chief Executive of the Generating Company would be required to meet at the formers office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the designated official of UPCL as per sub-subclause (b) above.
- (d) If the said dispute / dissatisfaction remains unresolved, either party can file a petition before the Commission, whose decision will be final and binding on both the parties. The Commission shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

21. INDEMNIFICATION

- (1) The Generating Company shall indemnify, defend, and render harm free, UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including

attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the Generating Company) and/or for injury to or death of any person (including the Generating Company's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Company.

- (2) UPCL shall indemnify and render the Generating Company, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including UPCL) and/or injury to or death of any person (including UPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPCL.

22. ASSIGNMENT

This Agreement may not be assigned by either UPCL or the Generating Company without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

23. FORCE MAJEURE

- (1) If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a

public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect , then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented , and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

- (2) The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.
- (3) Any payments that become/have become due under this agreement shall not be with held, on grounds of force majeure conditions developing.

24. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:-

- (1) Each party has all necessary rights, powers and authority to execute, delivered perform this agreement.
- (2) The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- (3) No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

25. LIABILITY AND DEDICATION

- (1) Nothing in this agreement shall create any duty, standard of care, or liability to discharge by any person not a party to it.
- (1) No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any

portion thereof to the other party or to the public; or affect the status of UPCL as a public utility or constitute the Generating Company or the Generating Company's facility as a public utility.

26. NODAL AGENCY OF UPCL

The (Designation of Senior Official of UPCL), UPCL shall act as a nodal agency for implementing this Agreement.

27. AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties and approved by the Commission.

28. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

29. NOTICES

- (1) Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

THE (*Designation of Senior Official of UPCL*), UPCL:

GENERATING COMPANY:

- (2) Notice delivered personally shall be deemed to have been given when it is delivered at the office of the Generating Company's or to the office of the (*Designation of Senior Official of UPCL*), UPCL, as the case may be, at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or

courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

- (3) Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

30. EFFECT OF CLAUSE AND ANNEXURE HEADINGS

The headings or titles of the various clause and annexure hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

31. NON-WAIVER

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

32. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

33. ENTIRE AGREEMENT

This agreement constitutes the entire understanding and agreement between the parties.

34. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws applicable in the State of Uttarakhand.

35. APPROVALS

Wherever approvals from either UPCL or the Generating Company are required in this Agreement, it is understood that such approvals shall not be unreasonably withheld.

36. ANNEXURES

ANNEXURE- I, II, III, IV, V, VI & VII are made a part of this Agreement.

37. STANDARD FOR DECISION MAKING

- (1) All operational decisions or approvals that are to be made at the discretion of either UPCL or the Generating Company, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.
- (2) Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

IN WITNESS:

WHEREOF, UPCL and the Generating Company have executed this agreement as of the..... Day of in the year.....

FOR THE GENERATING COMPANY:

NAME:

DESIGNATION:

ADDRESS:

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS:

FOR UPCL:

NAME:

DESIGNATION:

ADDRESS:

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS:

THE GENERATING COMPANY'S GENERATION FACILITIES

1. THE GENERATING COMPANY:

NAME:

LOCATION:

CHIEF EXECUTIVE:

CONTACT PERSON:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

EMERGENCY TELEPHONE NUMBER:

2. GENERATING EQUIPMENT:

BOILERS:

TURBO-GENERATOR SETS:

GENERATION VOLTAGE:

SPEED:

TYPE OF GOVERNOR:

TRANSFORMER:

FIRST SYNCHRONISATION WITH _____ KV LINE (INITIAL OPERATION DATE):

TRANSMISSION LINE:.....KV line connecting withKV Sub-station of UPCL/STU/transmission licensee/other licensee (delete whichever not applicable).

3. COMMERCIAL OPERATION DATE:

4. STIPULATIONS RELATING TO THE FACILITIES:

- (1) For the purpose of this agreement the Generating Company's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Generating Company in connection with or to facilitate

generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL's system.

- (2) (Explanation: A single-line diagram relay list and trip scheme of the Generating Company's facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Generating Company's facility to the Grid. Material changes or additions to the Generating Company's generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall be approved by UPCL. In case evacuation of power from Generating Company at 132kV and above system, UPCL shall accord approval in consultation with STU.)
- (3) The Generating Company shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronising equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with the Grid and acceptable to UPCL. Such facilities shall be accessible to authorised UPCL personnel for inspection, with prior intimation to the Generating Company.
- (4) The Generating Company shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at the Grid substation. This equipment shall be installed and Commissioned by UPCL.
- (5) UPCL shall review and approve the design drawings and Bill of Material for the Generating Company's electrical equipment, required to interconnect with the Grid. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of the Grid and the Generating Company's interconnected system shall be approved by UPCL. UPCL, at its option, may request witnessing operation of the control, synchronising, and protection schemes.

- (6) The Generating Company shall provide a manual isolating device, which provides a visible break to separate the Generating Company's facilities from the Grid. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL's personnel at all time.

5. OPERATING PROCEDURES:

- (i) The Generating Company shall operate its plant when interconnected with the Grid as per the procedure given in the State Grid Code and the Distribution Code.
- (ii) The Generating Company's normal annual Maintenance shall be carried out fromto.....
- (iii) The Generating Company shall notify UPCL and SLDC prior to synchronising a generator on to or taking a generator off of the system. Such notification should be given in accordance with the conditions of this agreement.

6. SINGLE LINE DIAGRAM

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY**LINE BAY/S**

ITEMS	PROVIDED	NOT PROVIDED
Structures		
Bus Bars, Clamps and Connectors		
Grounding Grid		
Isolators		
Current Transformers		
Circuit Breakers		
Control Cubicles		
Control Cabling		
AC/DC Power Supply		
Communication Equipment		

SYNCHRONISATION & PROTECTION FACILITIES:

ITEMS	PROVIDED	NOT PROVIDED
Automation Voltage Regulator Auto Synchronization Unit Check Synchronization Relay		

PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Differential Generator Differential Unit Transformer Restricted Earth Fault Stator Earth Fault Rotor Earth Fault Inter turn Fault Over Voltage Loss of Excitation Under Voltage Reverse Power Low Forward Power Relay		

PROTECTION AGAINST GRID FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Minimum Impedance (Distance Protection Relay) Unbalance (Negative Phase Sequence) O/C & E/F (Unit Transformer)- LT & HT Over Load Alarm Over Fluxing Relay		

PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency Over Frequency Pole Slip		

SAMPLE MONTHLY PURCHASE BILL

INVOICE	
For the Month of,	
Monthly Purchase Bill No.:-	Dated -

Name of the Buyer: UPCL

Address:

Town

District:

PIN Code

Tel Fax

Name of the Generating Company:

Address:

Town

District

PIN Code

TelFax

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Energy supplied (KWH)			
Energy for payment (KWH)			
OTHER CHARGES			
Less:			
Add:			
		SUB TOTAL	
		TOTAL DUE	

Encl: Joint Meter Reading statement duly verified by UPCL representative.

Authorised Representative
Generating Company

Verified by:-
Authorised Representative
UPCL

MAIN METER READINGS OF GENERATING COMPANY

Reading should be taken on last working day of every month at 12.00 Noon.

Name of the Mill:-

Place:- Taluka:- District:- State:-

C.T. Ratio Available / Connected:-

P.T. Ratio Available / Connected:-

Scale Factor (If any):-

Multiplying Factor (MF):-

Billing Meter Make / Number:-

Meter Readings:-

	Export Energy Reading	Import Energy Reading
KWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Representative
UPCL

Authorised Representative
Generating Company

Date:

.....

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main meter.
2. The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by the UPCL's Despatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI document of the Meter taken at the time of the Reading.

CHECK METER READING OF GENERATING COMPANY

Reading should be taken on last working day of every month, at 12.00 Noon.

Name of the Generating Company:-

Place:-

Taluka:-

District:-

State:-

C.T. Ratio Available / Connected:-

P.T. Ratio Available / Connected:-

Scale Factor (If any):-

Multiplying Factor (MF):-

Billing Meter Make/Number:-

Meter Readings:

	Export Energy Reading	Import Energy Reading
KWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Representative

UPCL

Date:

Authorised Representative

Generating Company

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Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Check meter.
2. The Generating Company shall maintain a daily log to record the hourly Generation and supply of KWH along with the schedule given by the UPCL's dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.,
4. MRI document of the Meter taken at the time of the Reading.

DAILY GENERATION REPORT

Name and Address of Generating Company:-

Installed Capacity MW

Active Power, kWh			
Time	Scheduled	Meter Reading	Difference X M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
Total			
	Active Power, kWh		
Time	Scheduled	Difference X M.F.	Scheduled
Daily			
0600-2200			
2200-0600			
Cumulative			
0600-2200			
2200-0600			

Copy To:-

1. SLDC,
2. Authorised Representative, UPCL

Authorised Representative
Generating Company

MONTHLY TRIPPING REPORT

Name and Address of the Generating Company:-

Installed Generation Capacity (MW) :

Date of first commissioning (Synchronising) :

Commercial Operation Date :

Date of Synchronising :

Progressive days :

(A) TRIPPING ON FAULT

S. No	TRIPPING			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION		TOTAL TIME LOST		REMARKS
	Date	TIME			Mechanical	Electrical	Other	Date	Time	Hr	Min	
		Hr	Min						Hr			

(B) PLANNED & FORCED OUTAGE:

S. No	OUTAGE			No. Fuel	REASON FOR TRIPPING			SYNCHRONISATION		TOTAL TIME LOST		REMARKS
	Date	TIME			Mechanical	Electrical	Other	date	Time	Hr	Min	
		Hr	Min						Hr			

Progressive Days: Time Lost: During Month Year

COMMISSIONING

SINCE FIRST COMMISSIONING

**Authorised Representative
Generating Company**

Copy to :- 1) State Load Dispatch Centre
 2) Authorised Representative, UPCL