

PRACTICE DIRECTIONS FOR RENEWABLE ENERGY SOURCE BASED INDEPENDENT POWER PRODUCERS (IPPs)

1. INTRODUCTION

Renewable sources of energy viz. wind, hydro and bio-mass/ bagasse are gradually acquiring importance in the overall scheme for power generation. Apart from the fact that they provide additionality to the traditional sources that are getting scarce, they are environment friendly also. The States of U.P and Uttaranchal have good potential of setting up such projects. Section 21(1) of the Electricity Reform Act, 1999 lays down that no generating company shall associate with a licensee without obtaining consent of the commission. Further, as per regulation 119 of the Conduct of Business regulation, 2000, licensee is required to obtain approval of the Commission on any Power Purchase Agreement (PPA) that it proposes to sign. In order to facilitate speedy disposal of such applications seeking consent, the Commission has adopted these practice directions after consulting the government, the licensees and existing as well as the prospective IPPs.

1.1 These will be called “Practice Directions for Renewable Energy Based Independent Power Producers”, 2001.

1.2 Definitions :

- (a) **Act:** The Act is the Uttar Pradesh Electricity Reforms Act, 1999 (Act 24 of 1999).
- (b) **Applicant** refers to a generating company registered under the Companies Act, a partnership firm or an individual entrepreneur who applies for obtaining consent of the Commission for generation or generation and sale of electricity through renewable energy sources as per the provisions of the law.
- (c) **Generating Company** refers to a company registered under the companies Act, 1956 (1 of 1956) and which has among its objects the establishment operation and maintenance of Renewable Based Power Plants.
- (d) **Grid Sub-Station** means Licensee’s Sub Station of 132 KV or higher voltage and connected with the grid.
- (e) **Licensee** refers to a person who holds a license granted by the Commission/State Government under Section 15 of the Act/Indian Electricity Act, 1910.
- (f) **Peak Hours/Off Peak Hours:** refers to the hours declared by the State Transmission Utility (STU) as such, from time to time on the basis of systems demand and supply of electricity and geographical location.
- (g) **Power Purchase Agreement** refers to an agreement between the Licensee and the generating company/ applicant to sell power to the Licensee.
- (h) **Renewable Energy Source** refers wind, solar, small hydro, biogas, biomass/bagasee, agro-based fuels or any other source as defined by the Ministry of Non-conventional Energy Sources (MNES) that can be used for power generation.
- (i) **Commission** refers to U.P Electricity Regulatory Commission established under the Act.
- (j) **Third Party** refers to a party/person who is any party/person other than a Licensee and the applicant.

- (k) **Wheeling** refers to the movement of electricity from one system to another over transmission facilities of intervening systems.

2 **APPLICABILITY**

These practice directions will apply to renewable energy source based power plants, excepting co-generation plants, which intend to supply power to a licensee without any captive use.

3 **EXISTING IPPs**

The existing power purchase agreements / consent will continue to remain valid. However, it will be incumbent upon the existing renewable energy based IPPs to furnish to the Commission a copy of the power purchase agreement executed with the erstwhile UPSEB along with the date of commercial operation of the generating units and annual account of energy generated and sold.

4 **NEW IPPs**

The general conditions for the Renewable Energy IPPs are described in the following sections:

4.1 **Capacity**

Hydro Power plants of at least one MW capacity and other renewable energy source based plants of at least three MW capacity only would be eligible for consent. However, no minimum capacity is prescribed for solar energy based IPPs. There will be no upper limit on the capacity of renewable energy based IPPs.

4.2 **Evacuation of Power**

Generating company will supply power to the Licensee through a 33 KV or higher voltage line terminating at the nearest 132 KV or higher voltage Grid Sub-station. The cost of laying the transmission line to the sub-station, the required terminal equipments and the cost of associated synchronization equipment, shall be borne by the generating company. However, for transmission lines of 132 KV or higher voltage, fifty percent cost of the transmission line shall be borne by the Licensee. The work of the construction of the power evacuation system will be carried out under the supervision of the Licensee.

4.3 **Maintenance of Transmission lines and Equipment**

4.3.1 The IPP shall be responsible for the maintenance of terminal equipment at the generating end.

4.3.2 As regards the transmission lines and terminal equipment at the substation end the IPP shall have the option to maintain these himself or assign the work to the licensee. In case licensee does this maintenance, he shall be entitled to an annual maintenance charge. In first year these charges would be of 1.5 % of the original cost of the line and the equipment. The maintenance charges for the subsequent years shall change by the same percentage as the wholesale price

index in the previous year subject to the condition that the increase shall be restricted to 5% in any year.

4.4 Metering and Synchronization

Generating company will have to make arrangement for metering, interfacing and synchronization with the grid at both ends. However, in case of third party sale the Licensee may agree to provide and maintain metering at the end of the third party at the request of the generating company. It will be open to the generating company to supply power to the third party by installing its own transmission/distribution network also, after due permission from the Commission.

4.5 Tariff

4.5.1 The Licensee may purchase power generated from Bagasse / Biomass at the following price for the financial year 2001-2002 with a price escalation of 5 % for each succeeding year:

Rs.2.53 per unit	-	During Off Peak Hours.
Rs.2.91 per unit	-	During Peak Hours

4.5.2 For Hydro power, purchase price of power would be worked out by the IPP and the licensee on the basis of the following normative framework and approval of the Commission shall be obtained:

(a)	Availability	75%
(b)	PLF	90%(On the approved availability)
(c)	Return on Equity	16%
(d)	Depreciation cost	As per Govt. of India norms
(e)	O&M Cost	1.5% of the approved capital cost
(f)	Interest on Loan	Prevailing cash-credit rates
(g)	Auxiliary Consumption	1% (Including Transformation Loss)

4.5.3 For IPPs based on Wind, Solar, and MSW, the purchase price will be negotiated between the IPP and the licensee and the approval of the Commission shall be obtained.

4.6 Payment Mechanism

The applicant will have the option to choose either of the following two payment mechanisms:

- a. To receive payment through a revolving self-replenishing, letter of credit (L.C.) of a value equal to the billable amount corresponding to the maximum amount of energy envisaged to be supplied in any one month, opened by the licensee in favour of the applicant. In this event, the L.C. opening and maintenance charges shall be borne by the applicant.

OR

- b. To receive payment from the Licensee for the sale of energy without L.C. In such cases if the Licensee fails to make payment within thirty working days of the receipt of a verified energy bill, the Licensee will pay interest on the amount due at three percent more than the prime-lending rate of the State Bank of India.

4.7 Third Party Sale / Distribution by the IPP

- 4.7.1 In case there is a payment default as per the provisions of the PPA, the generating company may request the Commission for permission to sell electricity to third party or to distribute electricity directly in an area.
- 4.7.2 The Commission will grant such permission after giving an opportunity to the licensee to present its case.
- 4.7.3 Permission to sell to third party shall be subject to the following general conditions:
 - (i) The IPP will enter into a PPA with the third party and a copy of the duly signed PPA shall be sent to the Commission for approval. IPP shall sell its power to third party at the same tariff that the licensee charges for the consumer category to which the third party (ies) belong. However, the IPP will retain only the tariff amount as per the rate indicated in Clause 4.5 of these Practice Directions and will pass on the balance/difference to the Licensee.
 - (ii) IPP will not pay any wheeling charges to the Licensee for wheeling the energy from the generating company to the third party.
 - (iii) The Commission shall endeavor to approve the PPA within 30 days after obtaining the comments from the Licensee on the PPA.
- 4.7.4 The Commission may permit the IPP to supply electricity in a area after obtaining the comments of the licensee. The tariff that may be charged by the IPP shall also be determined by the Commission. The Commission will also order as to the basis of sharing of this tariff revenue between the IPP and the licensee having regard to the difference between the consumer mix in this area as compared to the consumer mix of the total area covered by the licensee.
- 4.7.5 The IPP will also be required to obtain from the Commission, a supply licence or exemption from the supply licence to effect third party sale/supply in an area as per the provisions of Section 15 or 16 of the Act, as the case may be.

6. Processing of application seeking consent

- 6.1 Applications seeking consent under section 21(1) of the Act will be submitted to the Commission in prescribed form (Annexure1) in five copies, along with the fee prescribed in the Fee and Fine Regulation, 2000 of the Commission. The draft of the proposed power purchase agreement (PPA) that he wants to enter into with the licensee shall also be enclosed with the application form. The Commission has approved a Model Power Purchase Agreement (PPA) for sale of electricity generated through renewable energy sources to a licensee (Annexure-2). In case, the applicant proposes a PPA that is different than the model PPA, deviations from the specific clauses of the model PPA, along with reasons, should be clearly

detailed in a note attached with the application. The application form and the model PPA may be obtained from the Commission's office free of cost or can be downloaded from the Commission's website at www.uperc.org.

- 6.2 The Commission will forward two copies of the application to the Licensee and one copy to Non-Conventional Energy Development Agency, U.P (NEDA), or Uttaranchal Renewable Energy Development Agency (URED A) for their comments, which should be sent within 30 days. The comments shall be given in the columns prescribed in the application form. The licensee would need to comment specifically with regard to the draft PPA and suggest modifications if any. If no comments are received within this period, it will be presumed that the Licensee and /or NEDA / UREDA have no objection to the application & the draft PPA and the Commission may proceed to decide the matter.
- 6.3 Applications will be decided as per the procedure laid down in the conduct of Business Regulations, 2000 of the Commission relating to disposal of a petition and, in case of capacity above 25 MW, after also consulting the Central Electricity Authority (CEA) as required under section 44 (2-A) of the Electricity (Supply) Act, 1948.
- 6.4 The Commission will endeavor to dispose off the application seeking consent within two months of its receipt. The Commission will make efforts to approve the PPA simultaneously with the consent order.
- 6.5 The consent shall be given for a period of fifteen (15) years (except for hydropower projects for which the duration would be thirty (30) years). The consent may be renewed by the Commission after this period.
- 6.6 The consent accorded by the Commission shall be subject to provisions of other laws and regulations of the Union/ State Government in force from time to time.
- 6.7 The generating company and the licensee shall abide by the relevant guidelines contained in the UP Electricity Grid Code-2000, Operation and Maintenance Standards etc. of the Licensee as approved by the Commission, as also all other relevant Statutes, Rules, Regulations, and Directions.

7 GENERAL

- 7.1 The applicant will have to abide by the emission standards laid down by the Union/State Governments. He will abide by all the requirements of environmental and pollution clearances of the Central/State Pollution Control Authorities and submit proof in this respect along with the application.
- 7.2 The applicant shall obtain all other required clearances from the Central/State Government and Central/State Government agencies. The applicant shall submit proof of having obtained all necessary clearances along with the application.
- 7.3 The Commission may amend these practice directions at any time subject to the interests of the IPPs already in operation at that time not being affected adversely.



U.P. Electricity Regulatory Commission

(Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, 226010 Tel: 300354)

APPLICATION FORM

For Grant of Consent for Renewable Energy Source Based IPPs

1. GENERAL

- (i) Name of Company _____
- (ii) Address of Registered Office: _____

- (iii) Postal Address for communication: _____

- (iv) Phone No.: _____
- (v) Fax No.: _____
- (vi) Email: _____
- (vii) Postal address of the proposed & or existing power plant site: _____
(Enclose site map indicating location) _____
- (viii) Details of the 132 KV (or higher voltage) Substation of UPPCL where interconnection is proposed
- (a) Name & Address of the sub-station _____

- (b) Distance of Sub Station from the Power Plant _____
- (c) Name & address of the concerned transmission division of UPPCL _____

(ix) [₹]Particulars of Processing fees paid

(a) Demand Draft No. and Date: _____

(b) Drawn on Bank & Branch _____

(c) Amount: _____

2. **Particulars of the Existing Generating Units(s) if any:**

(i) Existing capacity of the plant (Unit wise):

Unit No./Name	Capacity in MW	Date of Commissioning
Total		

(ii) Fuel details:

Unit No./Name	Fuel Used	Annual Consumption of Previous Financial Year	Source/ Linkage
Total			

[₹] Non refundable processing Fee (Playable by way of bank draft drawn in favour of the Secretary/UPERC on any Nationalised Bank, payable at Lucknow)

- (i) For power Plants below 1MW Capacity Rs. 2,500/-
- (ii) For power Plants above 1 MW Rs. 5,000/-

(iii) Details of generation & sale to licensee in previous three financial years

Financial Year	Generation (MU)	Sale to Licensee (MU)	Auxiliary Consumption and other Use if any (MU)	Peak Generation (MW)

(iii) Reference of consent obtained from UPSEB/UPERC:
(Please enclose copy)

3. Particulars of Proposed Generating Units(s) (New / Additional)

(i) Details of Generating Unit/s:

Unit No./Name	Capacity in (MW)	Generating Voltage (KV)	Main or Stand-by	Proposed Date of First Synchronization
Total				

(ii) Fuel details:

Unit No./Name	Fuel			Supplementary fuel if any		
	Name	Source / linkage	Estimated Annual Consumption	Name	Source / linkage	Estimated Annual Consumption
Total				Total		

(a) In what conditions Supplementary Fuel will be used _____

(b) Time and duration (in a year) of use of supplementary fuel _____

4. Other Technical & Financial Particulars

(Wherever possible information shall be provided unit wise)

- (i) Estimated Project Cost (including interest during construction) _____
- (ii) Estimated Project Cost per MW _____
- (iii) Cost Per Unit of Generation (in Rs.) _____

	Fixed	Variable	Total
First Year			
Levelised			

- (iv) Planned Peak Generation in MW _____
- (v) Plant Load Factor _____
- (vi) Total planned electricity generation (MU) - Please submit the details in the after stabilization of unit format specified in Annexure 1
- (vii) Maintenance Period of the Generating Unit/s:

Unit No./Name	Capacity (MW)	Proposed Maintenance Period

5. Details Regarding Sale of Electricity to Licensee

- (i) Name of licensee to whom electricity is proposed to sell _____
- (ii) Voltage at which interconnection with licensee system is desired _____
- (iii) Amount of electricity proposed to be sold - Please submit the details in the in a year after stabilization of unit format specified in Annexure 1
- (iv) Max. energy proposed for sale at any point of time (MW) _____
- (v) Price/price structure at which sale is proposed along with detailed justification. please enclose calculations _____
 (for sources other than Biomass/bagasse).

- (vi) The transmission line to licensee sub stations will be Constructed by: Self /Licensee
- (vi) The transmission line & equipments will be maintained by: Self /Licensee
- (vii) Is applicant proposing to adopt the Model PPA without any modification? Yes ?
No ?
- (viii) If No, please fill up the Annexure II to this Form.

Date:
Place:

Signature
Name of the Applicant
Designation & seal¹

Enclosures: The following should be enclosed with the application.

- 1) Site-map indicating location
- 2) Registration certificate of the Company along with article of memorandum association
- 3) Brief technical details of the generator and interconnection equipments
- 4) Single line diagram of power evacuation system for sale of power to licensee. (Details of interconnection at both ends, protection, interlocks etc.)
- 5) Letter of Consent for establishment issued by Uttar Pradesh Pollution Control Board
- 6) In case of existing generating units, copy of consent from erstwhile UPSEB or UPERC under section 44 of Electricity (S) Act, 1948.
- 7) Copy of existing agreement if any with UPPCL for sale of surplus power.
- 8) Details of calculation of cost of generation.
 - a. First year
 - b. Levelised
- 9) Justification and calculation of the rate at which sale of electricity is proposed.
- 10) Original demand draft for processing fees.
- 11) Feasibility Report
- 12) Draft power purchase agreement
- 13) Annexure 1 (if deviations from model PPA is proposed)
- 14) Any other details (if considered necessary by applicant).

¹ Application form is to be submitted in five copies along with all enclosures.

Annexure I

Generation and Sale of Electricity in a Year after Stabilization of Unit

Month	Unit I (Capacity.....MW)			Unit II (Capacity.....MW)			Unit III (Capacity.....MW)		
	Generation	Sale to License	Auxiliary Consumption	Generation	Sale to License	Auxiliary Consumption	Generation	Sale to License	Auxiliary Consumption
	(In Million Units)			(In Million Units)			(In Million Units)		
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
Total									

Note: If space is insufficient, please use separate sheet on above pattern.

Annexure II

Proposed Deviations in Model Power Purchase Agreement (PPA)

S.N.	Clause No Of Model PPA	Brief Description of the Clause Of Model PPA in which Applicant Intents to Propose Deviation	Deviation Proposed By The Applicant	Comments Of Licensee
1.				
2.				
3.				
4.				

Signature

Name of the Applicant

Designation & Seal

Signature

Name of the Licensee

Designation & Seal

Note: If space is insufficient, please use separate sheet on above pattern.

MODEL POWER PURCHASE AGREEMENT FOR RENEWABLE ENERGY BASED IIPs

POWER PURCHASE AGREEMENT BETWEEN

.....

AND

UP Power Corporation Limited

THIS DEED OF AGREEMENT is made this day of , (hereinafter called the "Effective Date"), by and between registered under theand having its registered office at....., hereinafter called the "Generating Company", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the first part and the UP Power Corporation Limited, a Company registered under the Company's Act, 1956, having its Registered Office at 14, Ashok Marg, Shakti Bhawan, Lucknow, hereinafter called "UPPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successor and assignees as party of the second part.

WHEREAS, the Generating Company is engaged in the business of generation & sale of electricity and is situated at..... in the State of Uttar Pradesh, more fully described in Annexure I attached hereto and made a part hereof and,

WHEREAS, UPPCL is an operating electric public utility in the State of Uttar Pradesh, and has licence to supply power in most part of the State.

WHEREAS, the Generating Company desires to produce electric power mainly by using -----(*name of fuel*) and supply electric power so generated to UPPCL, and has approached the U.P. Electricity Regulatory Commission (herein after UPERC) for consent to do so, and whereas UPERC in exercise of its power under Section 21 of UP Electricity Reforms Act, 1999 and after considering the views of UPPCL, has granted consent to the Generating Company to associate with the UPPCL to sell monthly minimum -----MU electric energy with an annual average of about -----MU against installed capacity ofMW vide letter No. Dated....., and

Whereas, in pursuance of the said consent, the Generating Company has undertaken to install Plant and Equipment having capacity of MW at its production facility and to complete erection, installation and commissioning of the said capacity and make it available for commercial operational by, and

Whereas, the Generating Company desires to sell all power generated in the Generating Company's facility, i.e.....MW (herein after contracted capacity) and UPPCL agrees to purchase all such Power offered by the Generating Company for sale, under the terms and conditions set forth herein.

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

1.0.0 DEFINITIONS

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Indian Electricity Act, 1910, Electricity (Supply) Act, 1948, UP Electricity Reforms Act, 1999, UPERC's Practice Directions for Renewable Energy based IIPs and U.P. Electricity Grid Code-2000, as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1 ALDS means Area Load Dispatch Center.
- 1.3 Bill Meter means Import and Export Meter on the basis of which the Generating Company shall raise energy purchase bills.
- 1.5 Check Meter means a Meter for performing a check on the accuracy of the Bill Import/Export Meter.
- 1.6 Date of Commercial Operation means the date on which supply of Energy is commercially commenced by the Generating Company to UPPCL.
- 1.7 Export Meter means Static Meter for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Company from UPPCL's Grid Sub-Station.
- 1.8 Energy Account Month means "Period from date of Meter reading in previous month to date of Meter reading in following month" not exceeding 35 days.
- 1.9 Grid Sub Station means UPPCL Sub Station of 132 KV or higher voltage connected to the grid.
- 1.10 Import Meter means Static Meter for Measurement of Active Energy, Maximum demand and Power factor for Energy Imported into UPPCL's Grid from the Generating Company.
- 1.11 L.C. means revolving and self - replenishing Letter of Credit.
- 1.12 Nodal Officer means The Executive Engineer, Transmission of the interconnecting sub-station of UPPCL who shall act as a nodal agency on behalf of UPPCL.
- 1.13 Peak hours/off peak hours means the hours declared by the State Transmission Utility (STU) as such, from time to time on the basis of systems demand and supply of electricity and geographical location.
- 1.14 Purchase Bill means a bill raised, that includes all charges to be paid by UPPCL with respect to sale of Power by the Generating Company to UPPCL.
- 1.15 S.T.U. means State Transmission Utility as notified by the UP Government.
- 1.16 TOD means "Time of day", for the purpose of Metering.
- 1.17 UPERC means the U.P. Electricity Regulatory Commission.
- 1.18 Year means financial year beginning on first April and ending on thirty-first March.

2.0.0 POWER PURCHASE BY UPPCL

2.1.1 UPPCL shall accept and purchase all power made available directly to UPPCL's system from the Generating Company's facility in accordance with the terms and conditions of this Agreement, at the basic rate of Rs.2.53 per KWh during Off peak hours and Rs.2.91 per KWh during peak hours corresponding to the Financial Year 2001-2002, with a price escalation of 5% for each succeeding year and shall be subject to revision from time to time, without being prejudicial to the interest of either party, as per UPERC directives (*These rates are applicable where electricity is generated by using bagasse/rice husk/biomass as fuel. In cases where electricity is generated using renewable energy based fuel other than bagasse/rice husk/biomass, the Generating Company will fill the rate & price escalation/rate structure as per his proposal*). All taxes, duties and other levies imposed by the Central and/or 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 UPPCL.

2.1.2 The peak and off peak hours will be as follows (*to be filled in by the STU/UPPCL*)

- 2.1.2 The price as per Clause 2.1.1 shall be firm and no pass through in cost on account of variation in cost of fuel, availability of fuel, use of any supplementary fuel or on any other ground will be admissible to either party.
- 2.1.3 UPPCL shall not make any payment for the Energy received in excess of 110% of the contracted capacity at any point of time.
- 2.1.4 Sale of and accounting for Power shall be governed by the provisions set out in Annexure-II.

3.0.0 MAINTENANCE REQUIREMENT OF THE GENERATING COMPANY

The Generating Company's annual Maintenance schedule shall normally be from to The Generating Company shall inform UPPCL and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code-2000.

4.0.0 SUPPLY PLAN

The Generating Company shall furnish to UPPCL and the State Transmission Utility a Supply Plan and other information, as required in the UP Electricity Grid Code-2000 or as desired otherwise.

5.0.0 BILLING PROCEDURE AND PAYMENTS

- 5.1.0 The Generating Company shall raise monthly purchase bills based on the monthly meter reading in the Bill Meter taken jointly with UPPCL at 12.00 noons on last working day of every month.
- 5.2.0 The Monthly Purchase Bill shall be delivered to the nodal officer of UPPCL on or before the fifth (5th) working day of the following month hereinafter called the Monthly Purchase Bill date. UPPCL shall make full payment against such Monthly Purchase Bills to the Generating Company within thirty (30) working days of the receipt of the Monthly Purchase Bill. In case of any dispute regarding the bill, UPPCL shall inform the Generating Company about the same within fifteen days of receipt of the bill. Rebate @ 2.5% would be admissible if payment is made within thirty (30) working days through *cheque/Draft/L.C. or any other mode agreed upon*. A sample format of the Monthly Purchase Bill is given in Annexure III attached hereto and made a part hereof.
- 5.3.0 *The Generating Company may exercise the option of receiving payment through either of the following two mechanisms*

A revolving, self-replenishing, letter of credit of a value equal to the billable amount corresponding to the maximum amount of energy envisaged to be supplied in any one month, opened in the favour of the Generating Company. In this event, the L.C. opening and maintenance charges shall be borne by the Generating Company.

Or

To receive payment from the Licensee for the sale of energy without L.C. In such cases if the Licensee fails to make payment within thirty working days of the receipt of a verified energy bill, the Licensee will pay interest on the amount due at three percent more than the prime-lending rate of the State Bank of India.

6.0.0 PARALLEL OPERATIONS

UPPCL shall allow the Generating Company to interconnect and operate in parallel with UPPCL's system, subject to the provisions of this Agreement and the UP Electricity Grid Code -2000.

7.0.0 FACILITIES OWNED AND OPERATED BY THE GENERATING COMPANY

- a) The Generating Company shall furnish, install, own, operate, and maintain the equipment described in Annexure I. The Generating Company shall follow such operating procedures on its side of the electric interconnection with UPPCL's system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, STU practices, provisions of the UP Electricity Grid Code-2000, and other related guidelines, if any, issued by UPERC, UPPCL, STU and the concerned Transmission licensee.
- b) In the event, any fuel or fuels are used to supplement -----(*Pl. write the name of the fuel which will be used for generation of electricity*), the fuel linkage shall be the responsibility of the Generating Company. The usage of supplementary fuel shall not be in excess of the limit set by the Ministry of Power/Ministry of Non-conventional Energy Sources to qualify under the renewable energy category.
- c) All electrical equipments shall be furnished and installed to comply with the requirements of the Director of Electrical Safety, Government of Uttar Pradesh.
- d) The Generating Company further agrees to make no material changes or additions to its facility, which may have an adverse effect on UPPCL's system, or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPPCL's prior written consent. UPPCL agrees that such consent shall not be unreasonably withheld.
- e) Without prejudice to the foregoing, the Generating Company shall install, operate, and maintain its facility in accordance with accepted good engineering practices in the electric industry. The Generating Company's operation and Maintenance schedules and staffing shall be adequate to meet this standard at all times.
- f) UPPCL shall follow such operating procedures on its side of the electric interconnection point with the Generating Company, as required to receive Power from the Generating Company's facility, without avoidable interruptions or adverse consequences on the Generating Company, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

8.0.0 INTERCONNECTION FACILITIES

- a) Power from the Generating Company shall be transmitted at Voltage through a.....KV line from the Generating Company located at The Power so transmitted shall be interfaced with UPPCL's 132 KV or higher grid sub-station located at.....
- b) In case of evacuation of Power to the Grid Sub-Station through a 33 KV line, the full cost of the 33 KV line shall be borne by the Generating Company. In case of evacuation through a 132 KV or higher voltage line, 50% of the cost of the 132 KV or higher voltage line from the Generating Company to the interconnecting sub-station of UPPCL would be borne by UPPCL. In addition the entire cost of interfacing at both ends (the Generating Company and UPPCL), the remaining Transmission system, including work at the UPPCL Sub-Station, cost of bay, tie - line, if any, and replacement/up-gradation of existing equipment, if any, would be borne by the Generating Company. The work relating to

Transmission system and interfacing within the Generating Company premises shall be done by the Generating Company.

- c) The construction of the Transmission Line and other supporting works indicated above, as the case may be, for evacuation of power, *shall be done by UPPCL or the Generating Company, at the latter's discretion. When the work is undertaken by the Generating Company, it shall be under the supervision of UPPCL on the payment of 15% of the cost of the work by the Generating Company to UPPCL towards supervision.* The technical and other specifications of the work shall be finalized with UPPCL's approval and be in accordance with standards and specifications laid by UPPCL. *Construction of 132 KV or higher voltage lines, for which the cost of the line is shared equally, shall also be done by UPPCL or the Generating Company, at the latter's discretion.* The supervision cost for transmission line only for such ventures, which shall not exceed 15% of the total cost of the line, shall also be shared equally. Such 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 UPPCL, with the approval of UPERC. *Existing transmission/distribution lines of UPPCL may be utilized 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 UPPCL, with the approval of UPERC.* Notwithstanding the above, the work of interfacing at UPPCL 's Sub-Station will be done by UPPCL only.
- d) The Maintenance of equipment at the generating end shall be done by the Generating Company to the satisfaction of UPPCL. The Maintenance of 33/132 KV or higher voltage lines and terminal equipment at the UPPCL sub-station shall be done by UPPCL. The Generating Company shall be liable to pay annual Maintenance charge @ 1.5% of the total cost incurred on the power evacuation system inclusive of line, bay and interfacing at UPPCL's Grid Sub-Station, to UPPCL for the first year. The Maintenance charges for the subsequent years shall increase in the same proportion as the increase in the wholesale price index published by the authorised agency of the Government of India, subject to the proviso that the increase shall not exceed 5% in any year. The amount for Maintenance charges would be adjusted from the Power Purchase Billed amount due to the Generating Company for the first month of the year.
- e) All work to be done by the Generating Company shall be on the basis of approved drawings and specifications from UPPCL. On the completion of work, final approval shall be obtained from UPPCL. Any other required statutory clearances/compliance would be obtained by the Generating Company.
- f) The Generating Company shall consult UPPCL on the scheme for protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system installed by the Generating Company shall be checked/tested by UPPCL.
- g) Without limiting the foregoing, the Generating Company and UPPCL shall install, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code-2000. The Generating Company operation and maintenance schedules, and staffing shall be adequate to meet this standard at all times.
- h) The interconnection facilities, to be provided by the Generating Company are set forth in Annexure IV attached hereto and made a part hereof.

9.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING

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 UPPCL's 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 UPPCL for the protection logic of the generator system and the synchronization scheme.

It shall be the responsibility of the Generating Company to install equipment to eliminate feeding of reverse power from the Grid to the Generating Company's system.

10.0.0 TECHNICAL ASSISTANCE BY UPPCL & GENERATING COMPANY'S RESPONSIBILITY

On request, UPPCL shall provide reasonable technical assistance to the Generating Company in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Generating Company, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Generating Company's premises. Notwithstanding the above, UPPCL shall not be responsible for any damage caused to the electrical system/generating set of the Generating Company, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

11.0.0 ARRANGEMENTS AT THE POINT OF SUPPLY

The Generating Company shall make all arrangements for paralleling the set/s with UPPCL's grid in consultation with and to the satisfaction of UPPCL, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh.

12.0.0 SYNCHRONIZATION

The Generating Company shall always synchronise its power generating set in consultation with STU and as per provisions of the UP Electricity Grid Code-2000. However, the Generating Company shall give seven (7) days prior intimation of the synchronization programme to the Nodal Officer and STU when the plant is commissioned for the first time and for all subsequent commissioning after each annual maintenance.

UPPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Company due to failure of the synchronizing or the protective system provided by the Generating Company.

13.0.0 LIAISON WITH & ASSISTANCE FROM UPPCL

The Generating Company shall closely liaise with the Nodal Officer of UPPCL and the STU. During the period, this Agreement is in force, the Generating Company shall inform the date of commencement of delivery of power to the designated officials of UPPCL and STU 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, UPPCL shall extend assistance for testing, subject to the condition that the Generating Company shall pay the charges for such assistance to UPPCL, if so indicated by the concerned Testing Division of UPPCL. This charge shall be reasonable and be based on the man-hours devoted by UPPCL staff and their usual levels of remuneration, and UPPCL equipment used.

14.0.0 POWER SALE BY UPPCL

The rate applicable to any sale of electricity by UPPCL to the Generating Company shall be as per the existing tariff agreement for supply of power executed between UPPCL and the Generating Company. The payment to UPPCL under the agreement shall remain unaffected and shall not be linked to obligations of the parties under this Agreement. If the Generating Company is not a consumer of UPPCL it shall pay UPPCL for the power

exported by UPPCL at a rate which shall be double the normal high tension industrial (Presently classified as HV2 category) tariff for the actual units consumed along with demand charges etc but minimum consumption guarantee charge provisions shall not apply.

15.0.0 METERING

The Generating Company shall supply, two identical sets of TOD, static meters, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported into the Generating Company, conforming to the specifications approved by UPPCL, along with all necessary associated equipment. These meters shall be installed and maintained by UPPCL. These meters shall be installed at the interconnecting substation of UPPCL at the interconnection point. One set of export/import meters shall be termed as the “Bill Meter” and other set will serve as the “Check Meter”. 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 of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard.

The meter readings shall be recorded in the format given in Annexure V & VI.

The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

UPPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Company, if the Generating Company elects to have a representative present, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

The meter test results shall be jointly certified by UPPCL's designated representative and the representative of the Generating Company. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPPCL and the Generating Company.

The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.

Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPPCL, who shall bear the related costs.

Meter Readings: - Meter readings shall be taken jointly by parties as indicated below: -

- (i) UPPCL side - The Executive Engineer, Electricity Transmission Division, and Executive Engineer, Electricity Test & Commissioning Division, jointly, with the proviso that one of the two may depute one of their Assistant Engineers if he is unable to be present due to an emergent situation.
- (ii) Generating Company side - Authorised representative of the Generating Company.

The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

If in any month, the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill

Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If the Bill 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 Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. If both meters are found to be defective, corrections shall be made, on the basis of the error detected during the testing, in the Power Purchase 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.

In the event there is a failure of metering that prevents the availability of readings that are usable for billing purposes then Power consumption shall be computed on the basis of data available with the Energy Audit cell of UPPCL and subject to approval of UPERC.

During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPPCL. For this purpose, one spare set of meters would be required to be available with the Generating Company at all times.

The M.R.I. output from the meters shall be considered an authentic document for verification of energy readings.

16.0.0 ACCEPTANCE AND APPROVAL OF UPPCL

UPPCL'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 UPPCL's existing policies and practices.

17.0.0 COMMISSIONING OF GENERATION FACILITIES

The Generating Company shall commission the generation facility and synchronise it with UPPCL's grid by (This date shall be within the time specified in the consent letter issued by UPERC). The Generating Company shall start commercial operation by-----*(this date will not be later than sixty days (60) from the above first synchronization date and will be same as indicated on first page of this Agreement)*. UPERC may agree to extend the commissioning date at the request of the Generating Company or UPPCL.

18.0.0 CONTINUITY OF SERVICE

Normally, supply of generated electricity from the Generating Company shall be governed by instructions from the concerned area load dispatch center/STU, as per the provisions of the UP Electricity Grid Code-2000. However, UPPCL may require the Generating Company to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

18.1.0 Repair and/or Replacement and/or Removal of UPPCL'S equipment or any part of its system that is associated with the Generating Company's facility; and/or

18.2.0 Endangerment of Safety: If UPPCL determines that the continued operation of the facility may endanger the safety of UPPCL's personnel or integrity of UPPCL's electric system, or have an adverse effect on the provision of electricity to UPPCL's other consumers/customers; and/or

18.3.0 Force Majeure Conditions: (defined in 28.0.0 below)

Note: Any necessary inspection, investigation or maintenance of UPPCL's equipment or any part of its system that is associated with the Generating Company's facility shall be planned by UPPCL to coincide with the scheduled outage of the Generating Company's generation units.

Before disconnecting the Generating Company from UPPCL's system, UPPCL 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, UPPCL 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 UPPCL shall not be obligated to accept or pay for any power from the Generating Company.

In any such event as described above, UPPCL shall take all reasonable steps to minimise the frequency and duration of such interruptions, curtailments, or reductions.

UPPCL shall avoid scheduling any event described in 18.1.0 above, to the extent reasonably practical, during the running of generating units of Generating Company. Where the scheduling of such an event during this time cannot be avoided, UPPCL shall provide the Generating Company with fifteen days advance notice in writing to enable the Generating Company to cease delivery of Power to UPPCL at the scheduled time.

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 UPPCL's system during major system disturbances.

19.0.0 DAILY/MONTHLY/ANNUAL REPORT

The Generating Company shall submit daily/monthly/annual and other reports to STU on the format, and as per the procedure, specified in the UP Electricity Grid Code-2000. The generating Company shall submit any other report related to generation of electricity to UPERC/UPPCL/STU if requested by them.

20.0.0 INSPECTION

Inspection of premises of the Generating Company by UPPCL officials without prior permission or intimation to the Generating Company shall be permissible during normal office working hours of the Generating Company.

21.0.0 CLEARANCES, PERMITS AND LICENSES

The Generating Company shall obtain, at their expense, all authorisations, permits, and licences 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. UPPCL 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.

22.0.0 DURATION

Except where terminated by default, this agreement shall be valid for *fifteen (15) years (For hydro projects this will be thirty (30) years)* from the effective date of the agreement or till the validity of the consent granted by UPERC whichever is earlier.

23.0.0 EVENTS OF DEFAULT AND TERMINATION

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:

- ? 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, UPPCL's equipment, or UPPCL's service to others is adversely affected; or
- ? Failure or refusal by the Generating Company to perform its material obligations under this agreement; or
- ? 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 UPPCL, or
- ? Failure by the Generating Company to abide by any statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of generation units etc., enforced from time to time by the Union/State Government, UPERC or other empowered authorities, including compliance with the UP Electricity Grid Code-2000, or.
- ? Failure by the Generating Company to pay UPPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPPCL: -

- ? Failure to pay to the Generating Company any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or
- ? Failure to use reasonable diligence in operating, maintaining, or repairing UPPCL's interconnecting facilities, such that the safety of persons or property in general, or the Generating Company's equipment or personnel are adversely affected; or
- ? Failure or refusal by UPPCL to perform its material obligations under this agreement; or
- ? Failure by the UPPCL to abide by any statutory provisions, rules, regulations, directions and conditions for installation, operation, and maintenance of interconnection facilities etc., enforced from time to time by the Union/State Government, UPERC or other empowered authorities, including compliance with the UP Electricity Grid Code-2000, or.
- ? Abandonment of its interconnection facilities by UPPCL or the discontinuance by UPPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Company.

Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default by either party extends beyond a period of sixty (60) 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.

Failure by either UPPCL 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 UPERC.

UPPCL reserves the right to terminate this agreement upon one months notice to the Generating Company, if the Generating Company's facility fails to commence production of electric power within three months from the commercial operation date specified in clause 17.0.0 of this Agreement and UPERC has rejected the application of the Generating Company for extension of date.

24.0.0 COMMUNICATION

In order to have effective co-ordination between UPPCL and the Generating Company, an official shall be kept on duty round the clock by the Generating Company and UPPCL in their respective premises, with information to each other about the name, location, and 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 wireess/hotline etc., between the Generating Company & the interconnecting sub-station of UPPCL and if required by the STU between the Generating Company and the ALDS. The Generating Company shall make provision for remote terminal unit/s for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

25.0.0 DISPUTES AND ARBITRATION

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) Ex. Engineer, Electricity Transmission Division, on behalf of UPPCL, and the authorised representative of the Generating Company would be empowered to delineate the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the UPPCL Deputy General Manager of the Transmission Circle under whose jurisdiction the Generating Company's plant is located.
- b) On receiving such information, the Dy. General Manager of the Transmission Circle of UPPCL in which the Generating Company is located, shall be required to personally meet the authorised representative of the Generating Company and the Executive Engineer of the concerned Transmission Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPPCL General Manager, Transmission, who has direct supervisory jurisdiction over the Dy. General Manager referred to above, with information to the Chief Executive of the Generating Company. Within 15 days of receipt of such notice, the General Manager and the Chief Executive of the Generating Company would be required to meet at the formers office and endeavour 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 General Manager.
- d) If the said dispute/dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

26.0.0 INDEMNIFICATION

The Generating Company shall indemnify, defend, and render harm free, UPPCL, 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.

UPPCL shall indemnify and render harm free the Generating Company, its 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 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 UPPCL) and/or injury to or death of any person (including UPPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPPCL.

27.0.0 ASSIGNMENT

This Agreement may not be assigned by either UPPCL 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. Any assignment by either party will require prior approval of UPERC.

28.0.0 FORCE MAJEURE

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 resulting therefrom.

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.

Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

29.0.0 AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows: -

Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.

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. 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 obtained, and shall be obtained in the future as and when they become due.

30.0.0 LIABILITY AND DEDICATION

Nothing in this agreement shall create any duty, standard of care, or liability to be discharged by any person not a party to it.

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 UPPCL as a public utility or constitute the Generating Company or the Generating Company's facility as a public utility.

31.0.0 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 UPERC.

32.0.0 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.

33.0.0 NOTICES

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 EXECUTIVE ENGINEER (Transmission), UPPCL:

GENERATING COMPANY:

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the, of the Generating Company's or to the office of the Executive Engineer (Transmission) of UPPCL, 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.

Any party hereto may change its address for serving a written notice, by giving written notice of such change to the other party hereto.

34.0.0 EFFECT OF SECTION AND ANNEXURE HEADINGS

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

35.0.0 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.

36.0.0 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.

37.0.0 ENTIRE AGREEMENT

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

38.0.0 GOVERNING LAW

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

39.0.0 NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPPCL and the Generating Company acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

40.0.0 APPROVALS

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

41.0.0 ANNEXURE

ANNEXURE 1, II, III, IV, V, VI, VII, VIII & IX ARE MADE A PART OF THIS AGREEMENT.

42.0.0 STANDARD FOR DECISION MAKING

All operational decisions or approvals that are to be made at the discretion of either UPPCL 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.

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

FOR THE GENERATING COMPANY:

FOR UPPCL:

NAME:
DESIGNATION:
ADDRESS:

NAME:
DESIGNATION
ADDRESS

WITNESSED BY:

WITNESSED BY:

NAME:
DESIGNATION:
ADDRESS:

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:

PERMANENT MAILING ADDRESS:

2. GENERATING EQUIPMENT:

BOILERS:

TURBO-GENERATOR SETS:

GENERATION VOLTAGE:

SPEED:

TYPE OF GOVERNOR:

TRANSFORMER:

3.0 STIPULATIONS RELATING TO THE FACILITIES:

3.1 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 the generation, delivery, or furnishing of electricity or required to interconnect and deliver the electric Power to UPPCL's system. A single-line diagram relay list and trip scheme of the Generating Company's facility, reviewed and accepted by UPPCL 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 UPPCL's system. 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 UPPCL.

- 3.2 The Generating Company shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPPCL's system and acceptable to UPPCL. Such facilities shall be accessible to authorised UPPCL personnel for inspection, with prior intimation to the Generating Company
- 3.3 The Generating Company shall furnish, in accordance with UPPCL'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 UPPCL's premises. This equipment shall be installed and Commissioned by UPPCL.
- 3.4 UPPCL shall review and approve the design drawings and Bill of Material for the Generating Company's electrical equipment, required to interconnect with UPPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPPCL's and the Generating Company's interconnected system shall be approved by UPPCL. UPPCL, at its option, may request witnessing operation of the control, synchronizing, and protection schemes.
- 3.5 The Generating Company shall provide a manual disconnect device, which provides a visible break to separate the Generating Company's facilities from UPPCL's system. Such a disconnect device shall be lockable in the OPEN position and be readily accessible to UPPCL personnel at all times.

4.0 Operating Procedures:

- 4.1 The Generating Company shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code 2000. The overall responsibility of operation and implementation of the UP Electricity Grid Code-2000 rests with the State Transmission Utility notified by the State Government.
- 4.2 The Generating Company shall notify UPPCL's interconnecting sub station and ALDS prior to synchronizing a generator on to or taking a generator off the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

5.0 Single Line Diagram (Annexure IX)

Sale of and Accounting for Power

1. In case the Generating Company is not a consumer of UPPCL, protective gear at UPPCL's Substation would be designed to ensure that reverse flow of power from UPPCL's system to the Generating Company is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Generating Company takes place, it would be paid for by the Generating Company in accordance with the terms of clause 14 of this Agreement.
2. On the first day of the Energy Account Month the Generating Company shall provide information in writing to UPPCL about the quantity of Power sold to UPPCL during the month.
3. UPPCL will purchase Electricity based on the principle of merit order dispatch and in accordance with provisions of the Supply Licence, Regulations & Directions of UPERC and other statutory authorities, and requirements of the STU.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main Agreement (Clause No. 15.0)

SAMPLE MONTHLY PURCHASE BILL

INVOICE

For the Month of ,

Monthly Purchase Bill No.

Name of Buyer: UPPCL

Address:

Town: District:

PIN Code:

Tel. No.: Fax:

Date

Name of the Generating Company:

Address:

Town: District:

PIN Code:

Tel. No.: Fax:

DESCRIPTION	QUANTITY (KWh)	UNIT PRICE	AMOUNT
1. ENERGY SUPPLIED IN PEAK HOURS			
2. ENERGY SUPPLIED IN OFF PEAK HOURS			
3. TOTAL			

OTHER CHARGES

Less:

Add:

SUBTOTAL

TOTAL DUE

For Generating Company Ltd.

Verified by

Authorised Signatory

Executive Engineer, Transmission, UPPCL

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
<u>LINE BAY/S</u>		
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

AUTOMATIC VOLTAGE REGULATOR
 AUTO SYNCHRONIZATION UNIT
 CHECK SYNCHRONIZATION RELAY

PROTECTION FOR INTERNAL FAULTS:

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:

MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)
 UNBALANCE (NEGATIVE PHASE SEQUENCE)

O/C & E/F (UNIT TRANSFORMER)-LT & HT

ITEMS

PROVIDED

NOT PROVIDED

OVERLOAD ALARM

OVER FLUXING RELAY

PROTECTION AGAINST GRID DISTURBANCES:

UNDER FREQUENCY

OVER FREQUENCY

POLE SLIP _____

BILL METER READINGS

(READING SHOULD BE TAKEN ON LAST WORKING DAY OF EVERY MONTH, AT 12.00 NOONS)

NAME OF THE GENERATING COMPANY:

PLACE:

DISTRICT:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

DATE OF LAST METER READING

METER READINGS:

EXPORT METER READING

IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

**EXECUTIVE ENGINEER
TRANSMISSION,,UPPCL
COMPANY**

**EXECUTIVE. ENGINEER
T&C, UPPCL**

**AUTHORISED REPRESENTATIVE.
GENERATING**

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT 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 UPPCL'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.

CHECK METER READINGS

(READING SHOULD BE TAKEN ON LAST WORKING DAY OF EVERY MONTH, AT 12.00 NOONS)

NAME OF THE GENERATING COMPANY:

PLACE:

DISTRICT:

C.T. RATIO AVAILABLE/CONNECTED:

P.T. RATIO AVAILABLE/CONNECTED:

SCALE FACTOR (IF ANY):

MULTIPLYING FACTOR (MF):

BILLING METER MAKE / NUMBER:

DATE OF LAST METER READING:

METER READINGS:

EXPORT METER READING

IMPORT METER READING

KWH

PREVIOUS READING

CURRENT READING

DIFFERENCE

DIFFERENCE X MULTIPLYING FACTOR

**EXECUTIVE ENGINEER
TRANSMISSION, UPPCL
COMPANY**

**EXECUTIVE ENGINEER
T&C, UPPCL**

**AUTHORISED REPRESENTATIVE.
GENERATING**

DATE

NOTES:

1. UPPCL shall maintain a daily logbook to record hourly readings of the Check Meter/ HT 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 UPPCL'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.

DAILY GENERATION REPORT

Name and Address of Generating Company:

Date:

Installed Co-generation Capacity: MW

Time (In Hrs.)	Active Power, KWh	
	Scheduled Generation (In KWh)	Actual Generation (In KWh)
00-01		
01-02		
02-03		
03-04		
04-05		
05-06		
06-07		
07-08		
08-09		
09-10		
10-11		
11-12		
12-13		
13-14		
14-15		
15-16		
16-17		
17-18		
18-19		
19-20		
20-21		
21-22		
22-23		
23-00		

Total (for each column)

Summary:

Time (In Hrs.)	Active Power, KWh	
	Scheduled Generation (In KWh)	Actual Generation (In KWh) Daily
0600 - 2200		
2200 - 0600		
Cumulative for Month (till this date)		

To:

1. Concerned ALDS, UPPCL
2. Executive Engineer, Transmission, UPPCL

AUTHORISED REPRESENTATIVE OF THE GENERATING COMPANY

MONTHLY TRIPPING REPORT

Name and Address of the Generating Company:

Installed Generation Capacity: MW

Date of First Commissioning (Synchronizing): Date of Commercial Operation:

Date of Last Synchronization Progressive Days (Generation): Days

TRIPPING ON FAULT:

S N	Tripping			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONIZATI ON		Total Time Lost		RE MA RKS
	Date	Time			Mech.	Electrical	Other	Date	Time	Hr	Min	
		Hr.	Min						Hr			

PLANNED & FORCED OUTAGE:

S N	OUTAGE			REASON FOR TRIPPING			SYNCHRONIZE		TOTAL TIME LOST		REMA RKS	
	Date	Time		No. Fuel	Mech.	Electrical	Other	Date	Time	Hr		Min
		Hr	Min						Hr			

Progressive Days:

Time Lost:

During

Month

Year

Since First Commissioning

To:

1. Concerned ALDS, UPPCL
2. Executive Engineer, Transmission, UPPCL

AUTHORISED REPRESENTATIVE OF THE GENERATING COMPANY