

To be done on Rs.100/- Non Judicial Stamp Paper

**MEMORANDUM OF UNDERSTANDING BETWEEN (Name of the Company),
GUJARAT Vij Company Limited (GVCL) AND Gujarat State Electricity
Corporate Limited (GETCO) FOR OPERATION AND MAINTENACE OF (Name
of Company) 11 KvLINE ATSUBSTATION OF DISCOM
FOR THE PERIOD ____ . .2011 TO ____/____/201__.**

Place :

Date: ____/.../2011

This MoU has been signed on this ____ date of2011 between (Name of the Company)., duly signed by Shri G.M. (Technical), an authorized representative of M/s. (Name of Company). (which expression and includes their legal heir, administrator etc.) as party of First PART, BY Shri, Additional Chief Engineer (R & C), an authorized representative of GETCO (which expression and includes their legal heir, administrator etc.) as party of SECOND PART AND BY Shri, Additional Chief Engineer (R & C), an authorized representative of DISCOM (which expression and includes their legal heir, administrator etc.) as party of THIRD part.

1.0 INTRODUCTION:

1.1 The following 11 KV line /cable of (Name of Company), has been commissioned for power supply between 66/11 KV GETCO substation to 66/11 KV substation.

(I) 11KV Line connectivity (Commercial Operation w.e.f.)

1.2 This Line is terminated at 66KV substation of GETCO. Although the company may have built this line the ownership of the line will vest with DISCOM and it is agreed that maintenance of line shall be carried out by DISCOM and maintenance of equipments installed at GETCO's substation shall be carried out by GETCO as per the approved formula of recovery of O & M charges for dedicated lines. Consequently the MOU has been prepared with details, terms, conditions and scope of work as below

1.3 The agreement shall become effective from the date of taking over of the Line. In the instant case dtd. shall be the date of taking over.

2.0 SCOPE OF WORK:

DISCOM will carry out the operation and maintenance of terminal equipments of the following (Name of Company) bay.

(I) 11 KV (Name of Company) line at 66/11KV substation (Commercial Operation w.e.f. dtd.)

2.1 DISCOM`S and GETCO`S RESPONSIBILITIES:

(I) Operation of the above line – Discom's Responsibility

(II) Maintenance of equipment at ____ Substation – GETCO's Responsibility

2.2 No hot line maintenance of line or on substation equipment would be undertaken.

2.3 Testing, repairing and maintenance of all common equipments accessories like batteries, chargers, illumination, bus bar etc. will be in the GETCO`s scope.

2.4 Cost of T&P available at the concerned GETCO substation and/ or with the Discom requires to be used for all types of repairs will be considered within the scope of O&M charges. The services of GETCO or Discom personnel for repairs of 11 KV Line and/ or repairs like replacement of circuit breaker poles etc. shall also be within the

scope of this O&M contract. In case, services of the manufactures or any outside agency are required for particular occasion (Name of Company) will arrange for the same at its own cost. Services of Discom and/ or GETCO staff and vehicles etc. utilized in emergency for replacement of equipment's / structures etc. will be charged at actual, event wise depending on emergency subject to verification by (Name of Company) representative.

2.5 SCHEDULE OF MAINTENANCE:

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

- 2.6** The maintenance work at sub-station will not cover supply of original major spares including emergency replacement, which (Name of Company) authorities will have to supply or limitations imposed on this account will not be accountable to DISCOM.

3.0 SPARES :

Major spares and consumable viz. CB's, CVT/CT oil O&M, required for a period of at least two years, as recommended by the suppliers and those proposed by DISCOM, will be reviewed, finalized and procured by (Name of Company). These spares will be kept in the custody of (Name of Company).

Cost of other materials charged from time to time due to contingent operational needs shall be reimbursed by (Name of Company) on submission of supporting vouchers.

4.0 COMPENSATION :

(Name of Company) will pay 1.5% cost of the erected equipment's per year with effect from2012 for the listed at CL. No. 2.0 with an escalation of 5% per year, thereafter till the validity period of this MOU or mutually agreed period after the expiry of the validity period.

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

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

To elaborate, the compensation for the first year will be as follows:-

Total cost of line and equipments (including erection) : Rs. 1521428/-

Cost of compensation for the first year : Rs. Rs. 22822/-

5.0 TAXES:

Taxes will be charged extra.

6.0 MODE OF PAYMENT:

DISCOM will submit yearly O&M bills to the (Name of Company) coordinator. The payment will be released by (Name of Company) within 10 days from the issue of the O & M Invoice.

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

7.0 Discom and/ or GETCO RESPONSIBILITY TOWARDS EQUIPEMENTS:

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

7.1 INSURANCE:

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

8.0 SETTLEMENT OF DISPUTES:

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance to be settled amicably between the parties at operating level. In case any dispute is not settled amicably, it shall referred to the Forum consisting of Managing Director, (Name of Company) and Managing Director DISCOM and

Managing Director of GETCO, who will resolve and/or decide the dispute(s), or difference (s) jointly and their decision in that regard shall be final and binding on the parties.

9.0 FORCE MAJEURE:

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

9.1 Daily operational data will be intimated by each sub-station on local P & T phone to the local representative of (Name of Company) every morning.

9.2 In case of any tripping, the information will be conveyed to (Name of Company), using PLCC network and on local P&T phone to local representative of (Name of Company) immediately. Detailed tripping report in prescribed format shall be handed over to local representative.

10.0 VALIDITY PERIOD : This MoU shall remain valid and binding to both the parties from date of taking over of the _____ 11 KV line of (Name of Company) to be maintained by DISCOM i.e. from to dt. _____.201__ for period of ____ years. The validity period can be further extended on mutually agreed period between both the parties.

Signed on this date month & year by & between.

For (Name of Company).

GENERAL MANAGER (TECHNICAL)

(.....)

WITNESSESS:

- 1.
- 2.

For GUJRAT ENERGY TRANSMISSION CORPORATION LTD. VADODARA

ADDITIONAL CHIEF ENGINEER (R & C)

WITNESSESS:

- 1.

2.

**For GUJRAT VIJ COMPANY LTD.
ADDITIONAL CHIEF ENGINEER (R & C)**

WITNESSESS:

1.

2.

Place: _____

Date: _____

ANNEXURE-I (Sample Calculation)

ESTIMATE OF DEPOSIT WORK FOR 11 kV s/C line WITH DOG .conductor using RSJ for providing connectivity at 66 KV S/S to M/s.

| Sr. No | Particular | Rate | Unit | Qty | Total Amount |
|--------------|---|--------|------|-----|----------------|
| 1 | 11 KV Indoor feeder Breaker Panel (VCB) complete in all respect at S/S end. | 379610 | No. | 1 | 379610 |
| 2 | 11 KV DP Structure at S/S end for O/H line and under ground cable using 9 Mtr. RSJ Poles | 79970 | No. | 1 | 79970 |
| 3 | 11 KV XLPE Alluminium 3 core cable including laying 185 mm2 | 1028 | Mtr. | 1 | 1028 |
| 4 | 11 KV Out Door Cable box of 185 mm2 Cable | 4250 | No. | 1 | 4250 |
| 5 | 11 KV Indoor Cable box of 185 mm2 Cable | 2880 | No. | 1 | 2880 |
| 6 | Tapping from Ex.Pole | 6620 | No. | 1 | 6620 |
| 7 | D.P. Structure with RSJ Pole 11 Mtr | 80110 | No. | 1 | 80110 |
| 8 | 11 Kv line with 100 mm2 AAA Dog Cond. With 11 Mtr RSJ Poles (30 Mtr Span) | 829640 | Km. | 1 | 829640 |
| 9 | Guarding of H.T.lines LT & P & T lines etc. | 100 | Rmt. | 1 | 100 |
| 10 | Cost of D.P. at consumer end with H.G. fuses & AB switch & L.A. for mounting CT/PT unit with 11 Mtr RSJ.. | 92250 | No. | 1 | 92250 |
| 11 | CT/PT Unit (11 KV/110 Volt and -/5 Amps CTs | 33060 | No. | 1 | 33060 |
| 12 | T.V.Meter (___/5A) | 11910 | | 1 | 11910 |
| TOTAL | | | | | 1521428 |