

(On Non Judicial Stamp paper of Rs. 300)

**MEMORANDUM OF UNDERSTANDING BETWEEN (i) M/s \_\_\_\_\_ (ii) Gujarat Energy Transmission Corporation Limited (GETCO) and (iii)Uttar GujaratVij Company Limited (UGVCL)FOR OPERATION AND MAINTENACE OF \_\_\_\_\_ 11 KV Line at \_\_\_\_\_ Substation of UGVCLfor the Period of 25 Years.**

**Place: MEHSANA**

**Date: / /2021**

This MOU has been signed on this \_\_\_\_\_ day \_\_\_\_\_ Month of 2021 between M/s. \_\_\_\_\_, duly signed by Mr. \_\_\_\_\_ a/Director/ Partner / Owner/ Proprietary/LLP of M/s. \_\_\_\_\_

(which expression and includes their legal heir, administrator etc.) as party of First Part, By Shri \_\_\_\_\_, 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 G. H. Engineer Addl. Chief Engineer (P&Re), an authorized representative of UGVCL (which expression and includes their legal heir, administrator etc.) as party of THIRD part.

Whereas MOU is executed with M/s. \_\_\_\_\_ for its \_\_\_\_\_ MW Solar Power Plant.

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

**1.0 Evacuation of Power:**

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

**UGVCL'S and GETCO's RESPONSIBILITIES:**

- (I) Operation (and maintenance) of the above line – UGVCL's Responsibility
- (II) Operation & Maintenance of equipment at 66/11KV \_\_\_\_\_ Substation  
GETCO's Responsibility

- 1.1** No hot line maintenance of line or any substation equipment would be undertaken.
- 1.2** Testing, repairing and maintenance of all common equipment accessories like batteries, chargers, illumination, bus bar etc. installed at Sub-station for connectivity of solar plant will be in the GETCO's scope.
- 1.3** Cost of T&P available at the concerned GETCO substation and/ or with the UGVCL required to be used for all types of repairs will be considered within the scope of O&M charges. In case, services of the manufactures or any outside agency are required for particular occasion/s. \_\_\_\_\_, will arrange for the same at its own cost. Services of UGVCL and/ or GETCO staff and vehicles etc. utilized in emergency for replacement of equipment / structures etc. will be charged at actual, event wise depending on emergency subject to verification by M/s. \_\_\_\_\_, representative.

**1.4 SCHEDULE OF MAINTENANCE:**

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

- 1.5** The maintenance work at sub-station will not cover supply of original major spares including emergency replacement, which M/s. \_\_\_\_\_, will have to supply or limitations imposed on this account will not be accountable to UGVCL/GETCO.

**2.0 O&M Charges for dedicated line and bays:**

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

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

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

**In addition to above charges,**

M/s. \_\_\_\_\_, agrees to pay UGVCL all taxes, cess, duties, surcharge, cross subsidy surcharge and any other charges imposed by and/or newly introduced by GERC, CERC, Government of India, Government of Gujarat or any Competent Authority from time to time on wheeling of Power/Energy and activities related thereto.

### **3.0 MODE OF PAYMENT:**

UGVCL will submit yearly O&M bills to the M/s. \_\_\_\_\_, The payment will be released by M/s. \_\_\_\_\_ within 10 days from the issue of the O&M Invoice.

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

### **5.0 Safety Aspects:**

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

1. The Installation of the solar plant shall be in accordance with the Electricity Act 2003, GERC (Supply code and related matters) Regulation-2015 and amendment thereof time to time and Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulation -2010 and amendment thereof time to time.

2. The responsibility of operation and maintenance of SGP including all accessories up till isolating device shall lay on M/s. \_\_\_\_\_, UGVCL shall reserve the rights to disconnect the evacuation point/solar power generating point at any time in the event of, force majeure condition, damage to grid, meter, metering system etc. to prevent accident. However, no compensation thereof will be paid by UGVCL.

3. Isolation devices should not be by passed at any time by the M/s. \_\_\_\_\_, As per prevailing norms of Chief Electrical Inspector of Gujarat, regular inspection of SGP and all related accessories including isolation equipment like Vacuum Circuit Breaker/breakers, isolators, AB Switched etc. to be got checked from their department and the copy of the same shall be submitted by M/s. \_\_\_\_\_, to UGVCL regularly. M/s \_\_\_\_\_, shall comply with all the applicable Rules, Regulations, and Codes prescribed/issued by GERC, CERC and Central Electricity Authority (CEA) and amendments thereof issued from time to time.

4. M/s. \_\_\_\_\_, shall co-operate with UGVCL for carrying out planned or unplanned shut down as per the network requirement and shall provide proper isolation and ensure that their Electrical Engineer shall remain present during Shutdown to avoid back power in to the grid. M/s. \_\_\_\_\_, will not make any modification whatsoever in the switchyard or the solar power plant without the prior approval of UGVCL and Chief Electrical Inspector of Gujarat. In case, any modification is done without approval as mentioned above same shall be treated as breach of MOU and actions will be initiated accordingly.

5. M/s. \_\_\_\_\_, are required to provide and maintain an appropriate protection system on their inject side/Generator premises in

such a way that when incoming supply fails or any interruption occurs on the connected line due to failure of equipment/line or line clear taken for carrying out maintenance work, no reverse power shall flow in the network. Otherwise M/s. \_\_\_\_\_, shall be responsible in all respect for any accident/electrocution.

**6.0 UGVCL and/ or GETCO RESPONSIBILITY TOWARDS EQUIPEMENTS:**

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

**7.0 INSURANCE:**

UGVCL and/or GETCO take full responsibility to take care of equipment. Any accidental damage caused to any equipment during the operation and maintenance shall have to be made good by M/s. \_\_\_\_\_, and UGVCL and/ or GETCO shall not be responsible. M/s. \_\_\_\_\_, may cover appropriate insurance for equipment at the GETCO's 66/11KV \_\_\_\_\_ substation at their cost and lodging claims and processing them with insurance company for recovery

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

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

**9.0 METERING AND ENERGY ACCOUNTING:**

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

**10.0 SETTLEMENT OF DISPUTES:**

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

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

**11.0 FORCE MAJEURE:**

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

**12.0 VALIDITY PERIOD:**

This MOU shall remain valid and binding to all the parties from date of taking over of the Single Circuit 11 KV line of M/s. \_\_\_\_\_, to be maintained by UGVCL i.e. from to for period of 25 years. The validity period can be further extended on mutually agreed period between all the parties.

**Communication:**

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

<p>In respect of the UGVCL</p> <p>Add. Chief Engineer (P&amp;Re)</p> <p>Uttar Gujarat Vij Co. Ltd. Mehsana</p>	<p>In respect of the GETCO</p> <p>Chief Engineer (R&amp;C)</p> <p>Gujarat Energy Transmission Corporation Limited Vadodara</p>	<p>In respect of the</p> <p>M/s. _____</p> <p>Mr. _____</p> <p>(Partner/Director/Proprietary/LLP)</p> <p>Address:- _____,</p> <p>_____</p>
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The parties hereto, have put their signatures and seals in agreement to this Agreement as under.

Signed on this \_\_\_\_\_ Day \_\_\_\_\_ Month Of 2021 by & between.

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

### Appendix-1

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

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

**Appendix-2**

Details of the Recipient Unit(s) for wheeling energy from Solar Power Generator  
M/s. \_\_\_\_\_ at Plot No.1, Survey No.  
\_\_\_\_\_, Village-  
\_\_\_\_\_, Taluka- \_\_\_\_\_, District- \_\_\_\_\_.

Total No. of Recipient Unit: 1(One)

Recipient Unit No.1:

<b>Particulars</b>	<b>Details</b>
Name of the Recipient Unit (Consumer name as per UGVCL's Record)	
Consumer Number of the recipient unit	
Contract Demand (KVA)	_____ KVA
Location	LS No- Village- Taluka- District-
Name of Discom	UGVCL
Voltage of Supply (KV)	11 KV