

Rs 300 Non Judicial Stamp Paper

Agreement to be done on green ledger paper only

BULK POWER TRANSMISSION AGREEMENT

THIS BULK POWER TRANSMISSION AGREEMENT IS MADE AT VADODARA, THIS DAY _____ OF MONTH _____ OF THE YEAR TWO THOUSAND _____.

BETWEEN

M/s. _____, a Company Registered under the Companies Act 1956 OR a Partnership Firm OR an individual, having its Registered Office at _____ (hereinafter called the Company), which expression includes its permissible assigns and successors, a Party of the first part

AND

"GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, a Government Company registered under the Companies Act 1956 and functioning as the "State Transmission Utility" under the Electricity Act 2003 having its Head Office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara, 390007 (hereinafter referred to as GETCO which expression shall include its permitted assigns and successors) a Party of the Second Part."

AND WHEREAS

The Gujarat Energy Development Agency (GEDA) vide letter No: **GEDA/ - _____ Dated _____** has permitted the Power Producer to set up Wind Energy based Power Project of _____ **MW X _____ No. of WTG = Total Capacity _____ MW** on Revenue Survey No. _____ at location **Village: _____, of Taluka: _____ and District: _____** in Gujarat to generate power under the provisions of the Gujarat

Electricity Regulatory Commission Order No 2 of 2020 Dtd.30-4-2020, and GoG GR No SLR-11-2016-164-B Dated 2nd August 2016.

AND WHEREAS

The Company hereby opts to wheel the energy generated at the Wind Farm to its own manufacturing unit/s _____ having **Consumer no.** _____ **Share** _____ **% located in Village:** _____ **Taluka:** _____ **Dist:** _____ in the State of Gujarat without taking renewable attributes for its RPO and as per the terms and conditions specified under this Bulk Power Transmission Agreement

AND WHEREAS

GETCO is agreeable for Transmission of the power in accordance with the GERC Order No 2 of 2020 and as per the terms and conditions contained in the Application Form filed by the Company with GEDA, approved by GEDA vide letter No and this Bulk Power Transmission Agreement and in concurrence with Government Wind Farm policy issued from time to time. However the terms of GERC shall prevail.

AND WHEREAS

The Company is having an MSME (Unit) certified vide letter _____ by Govt of Gujarat and entitled to install the machine upto 100% of the Contract Demand registered with DISCOM as on date i.eMW (considering unity power factor and no other WTG capacity installed for this location Consumer No of MGCVCL/DGVCL/PGVCL/UGVCL as on date.

OR

The Company is not an MSME unit and entitled to install the wind farm machine upto 50% of the Contract Demand registered with the DISCOM as on date i.eMW (considering unity power factor). The capacity of the WTG proposed to be installed isMW and no other WTG capacity installed for Consumer No of MGCVCL/DGVCL/PGVCL/UGVCL as on date.

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

1.0 Definitions:

The words and phrases used in this Agreement are ascribed the same meaning as contained/described under the Policy, unless otherwise expressly defined.

Word/Phrase	Meaning
Bulk Power Transmission Agreement	Shall mean this Transmission Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing between the Parties from time to time.
Delivery Point	Shall be the point or points at which Electricity is delivered into the Grid System of the GETCO i.e, Receiving end at GETCO Sub-station.
Energy	Shall mean the Energy generated by the Company at its Wind Farm at any point of time.
GETCO Grid System	Shall mean the evacuation facility provided by GETCO to evacuate power generated at the Wind Farm.
GEDA	Stands for Gujarat Energy Development Agency acting as nodal agency for the implementation of the Wind Power Policy 2016 Dtd 2 nd August 2016 .
Generating Point	Shall mean the location at which the Wind Turbine Generator is set up.
Interconnection Facilities	Shall mean in respect of the Generator all the facilities installed by the Wind Turbine Owner to enable GETCO to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the Project to GETCO's nearest sub-station.
Metering Point	For purposes of recording of Delivered Energy will be the Delivery Point and shall include two separate sets of Electronic Tri-Vector Meters, main meter, check meter installed by the Wind Farm Owner both sealed by the GETCO in presence of the Power Producer, having facilities to record both export and import of electricity and also reactive energy in both quadrants.
Application Form	Shall mean the application form registered by the Company with GEDA for seeking approval to set up the Wind Farm.
"Scheduled COD" or "Scheduled Commercial Operation Date"	Means 03 (Three) month from signing of this Agreement.
Wind Farm	Shall mean the Wind Farm installed and owned by the Company as per the Policy and as per the details incorporated in Appendix 1.
Year	Shall mean the financial year covered between 1 st April in any year to 31 st March of the immediate next year.

2.0 Eligible Period:

The Eligible Period of the Agreement will be (in word.....) years from the date of commencement of operation by the Wind Farm or the life span thereof, whichever is earlier, for the purpose of availing the benefits on account of Transmission of power, as more particularly described under this Bulk Power Transmission Agreement.

3.0 CONSTRUCTION AND OPERATION

- 3.1** The Company shall complete the Construction of the project before the Scheduled date of Completion.
- 3.2** For the purposes of such completion of the Project, the Company shall take all necessary steps for obtaining Approvals.
- 3.3** The Company shall provide to the SLDC and Chief Engineer-Commerce, GETCO, information regarding Electricity generated during testing, commissioning, synchronization and startup.
- 3.4** Upon the occurrence of an Emergency in GETCO's evacuation system for safe operation of its Grid, GETCO reserves the right to shut down the line and has no obligation to evacuate the Electricity nor to pay any compensation during such period. The Company shall suitably back down their generation. GETCO will, however, make reasonable endeavors to remedy such Emergency, and bring back normalcy at the earliest.

4.0 Terms and Conditions for Transmission/Wheeling of Energy:

4.1 The Company is desirous of Transmission of Energy to the other companies of its ownership (captive use) as mentioned under the recital of this Agreement in accordance with the provisions of the Policy and GERC Order no 2 of 2020. The Company has selected this option for making it operative during the entire Eligibility Period and will not be modified unless it exercises the option of Relinquishment as per the Open Access Regulations 3 of 2011.

4.2 Wheeling Charge:

- a. The Company will compensate GETCO for wheeling of power to the consumption site at 66 Kv voltage level and above as follows:
 - i. The wheeling of electricity generated from the wind turbine generators to the desired location(s) within the state shall be allowed on payment of Transmission Charges and Transmission losses otherwise applicable to normal open Access consumers.
 - ii. The company will compensate GETCO for such wheeling of power to consumption site at below 66 Kv voltage level as follows:
 - i. The wheeling of electricity generated from the WTG to the desired locations(s) within the state shall be allowed on payment of transmission charges otherwise applicable to normal Open Access consumers and transmission losses applicable to normal open access consumer and 50% of wheeling Charges and 50% of Distribution losses of the energy fed to the grid as applicable to normal open access consumers.
 - ii. The wind power projects availing open access for third party sale shall be liable to pay Open Access charges and losses as applicable to normal open access consumers. Set off of wheeled energy at recipient unit(s) shall be carried out in the same 15 minutes time block. Banking facility shall not be available for third party sale of energy. ABT compliant meters should be available at both the generator end and recipient end. Concession of 50% of Cross Subsidy Surcharge and Additional Surcharge as applicable to normal open access consumer shall be given.
 - iii. The wind power project owners who desire to wheel electricity to more than one location, shall pay 5 paise per unit on energy fed in grid to the Distribution Company concerned in whose area power is consumer in addition to the above mentioned transmission/wheeling charges and losses as applicable.

The Billing of Transmission charges shall be done on Monthly basis. GETCO will serve the bills/Invoices to the Company as per the methodology prescribed by Commission for levy of Transmission charges to the Long Term Open Access customers on the basis of the Tariff approved on year to year basis by GERC.

4.3 ESTABLISHMENT OF LC AND PAYMENT OF BILLS

- a. GETCO Corporate office, shall present bills for transmission charges to all the Long term open access customers on monthly basis for payment within 7 working days from the issue of bills which shall be called 'Due Date' for payment of bill. In event of any revision in Regional Energy Account issued by WRPC & State energy account issued by SLDC Gotri, GETCO shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.
- b. Payment of bills shall be made by Long Term Open Access user through irrevocable revolving Letter of Credit (LC) to be opened in the favor of "Gujarat Energy Transmission Corporation Limited". LC shall be established for amount equivalent to two months billing for the quantum ofMW, for which Long Term Open Access capacity approved.

The Long Term Open Access user will be communicated by GETCO an approximate amount of LC required based on total approved transmission charges of GETCO and the ratio of capacity to be booked by the Long term open access customer on year to year basis so that Letter of Credit amount can be modified as per the GERC Tariff Order.

- c. Letter of Credit Shall be without any limitation or restriction with regard to the manner and dates on which the bill can be presented to the concerned banks by GETCO. The bills so presented by GETCO to the bank shall be promptly paid on their presentation. The amount of LC shall be reviewed by GETCO every quarter commencing from April, July, October and January in each financial year and the amount of LC shall be enhanced/reduced, as necessary. The LC charges shall be borne by the respective Long Term Open Access Users.
- d. All the Long Term Open Access users shall open a Letter of Credit on the date of signing of this Transmission Agreement.
- e. The transmission charges for the total state transmission system of GETCO shall be calculated on monthly basis and shall be leviable to each beneficiary as per the formula prescribed in the GERC No.3 of 2011 Dtd.1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 and/or subsequent tariff notifications/ARR issued by GERC from time to time on capacity approved under the BPTA.
- f. The bills of GETCO shall be paid without any deductions.
- g. In case of Letter of Credit is not established upto the required full value immediately after any drawl or maintained by the Long Term Open Access user throughout the period of this LTOA, the same shall be considered as default the Open Access granted by GETCO.

In case, any request for exit option or relinquishment of full or part capacity is received after signing of the BPTA the same will be carried out as per the relevant clause of Open Access Regulations 3 of 2011 issued by GERC till the expiry of the LTOA term and will be implemented only after payment of relinquishment charges.

All costs/expenses/charges associated with the application, including bank draft, bank guarantee, LC etc. shall be borne by the LTOA applicant

- h. Long term Transmission customer shall in addition to Transmission charges pay O & M charges for the dedicated transmission system of GETCO as mentioned above to be used for the open access for the Long term transmission customer.

4.4 Late payment surcharges :

In case the payment of bills of Transmission charges by the beneficiary or beneficiaries is delayed beyond a period of 7 working days from the issue of the bill i.e Due Date, late payment surcharge at the rate of 1.25% per month on billed amount shall be levied on the amounts remained unpaid after the 'Due Date' in proportion to the number of days of delay after the 'Due Date'. The late payment surcharge amount shall also be payable with the next bill.

In case Ltd fails to make payment of the amount due to them within 60 days of issue of Invoice the Long Term Open Access granted shall be discontinued by GETCO due to non payment of Transmission charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of EA 2003.

4.3 Transmission/wheeling/Sale of Energy:

The Company will be eligible to transmit/wheel the energy with its principal energy supplier namely Uttar Gujarat Vij Company Ltd (UGVCL)/ Paschim Gujarat Vij Company Ltd (PGVCL)/ Dakhin Gujarat Vij Company Ltd (DGVCL)/ Madhya Gujarat Vij Company Ltd (MGVCL) or Torrent Power Limited (TPAEC for short) or Torrent Power Limited (TPSEC for short) for the respective month from the date of its generation and injection into the GETCO Grid. GETCO's point of injection shall be-**S/S** and shall transmit the energy to the boundary of Uttar Gujarat Vij Company Ltd (UGVCL)/ Paschim Gujarat Vij Company Ltd (PGVCL)/ Dakhin Gujarat Vij Company Ltd (DGVCL)/ Madhya Gujarat Vij Company Ltd (MGVCL) or Torrent Power Limited (TPAEC for short) or Torrent Power Limited (TPSEC for short).

All the terms and conditions applicable to third party sale and REC mechanism as per CERC/GERC Orders amended from time to time on Wind Energy shall be binding to the party if either of the option is exercised.

5. UNDERTAKINGS

5.1 Obligations of the Wind Power Producer:

- (i) The Company shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those Approvals as listed in Schedule 1.
- (ii) The Company shall construct, operate and maintain the Project during the term of Wheeling Agreement at his cost and risk including the Interconnection Facilities and the Substation.
- (iii) The Company shall wheel all available energy from identified wind farms to the extent of contracted capacity on first priority basis to GETCO.
- (iv) The Company shall seek approval of GETCO in respect of Interconnection Facilities and the Sending Station.
- (v) The Company shall undertake at its own cost construction/upgradation of (a) the Interconnection Facilities, (b) the transmission lines and (c) Sending Station as per the specifications and requirements of GETCO, as notified to the Company.
- (vi) The Company shall undertake at its own cost maintenance of the Interconnection Facilities and the Sending Station, excluding the transmission line beyond the Sending Station as per the specifications and requirements of GETCO, as notified to the Wind Power Producer, in accordance with Prudent Utility Practices.
- (vii) The Company shall operate and maintain the Project in accordance with Prudent Utility Practices.
- (viii) The Company shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.
- (ix) For evacuation facility and Operation and maintenance of the transmission, the Company shall pay the O & M charges to GETCO as per the GERC Order as amended from time to time.
- (x) Fulfilling all other obligations undertaken by him under this Agreement.
- (xi) The Company can not inject the power earlier to Date of signing of Agreement by GETCO from wind turbine generator.
- (xii) In case if the company injects power prior to the signing of Agreement the Units so generated and injected into the grid be considered as inadvertent flow and shall not be considered by GETCO/SLDC for wheeling /setoff at any of their recipient units or under REC mechanism.

6. Pre-matured Termination:

This Agreement will be subject to pre-matured Termination by GETCO giving a written notice. The notice period for this purpose will be one month from the date of issue of the Notice. Non Payment of the Transmission charges/Reactive energy charges/O & M charges shall construe to termination of Agreement by GETCO. In case, party wants to prematurely terminate/relinquish the Transmission Agreement, the party shall give a Three months Notice to GETCO stating the reason for termination/relinquish for total or partial installed capacity and after the consent of GETCO the Party shall pay the charges of compensation to GETCO as mentioned in the Exit Option in the Long Term Open Access Notification No 3 Dtd. 1-6-2011 of GERC.

7. Metering of Energy:

The Energy generated at the Wind Farm will be metered and measured by GETCO & GEDA on monthly basis at sending end sub-station of the Wind Farm. The qualifying Energy to be wheeled or sold (as the case may be) will be computed on the basis of this measurement. The cost of Meters & Metering Equipment will be borne by the Company. The detailed specifications for the ABT Meters & Metering Equipment shall be provided & approved by GETCO as per GERC Regulations issued from time to time for installation or updation as the case may be.

8. Common Power Evacuation Facility:

In accordance with the conditions laid down under the Application Form, the Company shall step up the Energy generated at the Wind Farm to 66000 & above Voltage potential for its transmission to the GETCO Sub Station. The expenditure required for this purpose, including that for the erection of the transmission line for evacuation of power, shall be borne by the Company Moreover, the recurring

expenditure on account of the Operation and Maintenance of the Sub Station, including its insurance, security, repairs etc. and the O&M of the 66 KV transmission line and bays shall be borne by the Company.

9. Reactive Power

The Company will owe payment of Reactive Energy Charge to GETCO as may be determined by the GETCO/GERC and amended from time to time.

10 O & M Charges

The Company will owe payment of O & M charges of the capital cost of lines and bays to GETCO as may be determined in line with GERC Order No.3 of 2007 and amended from time to time. In case there is failure of any major portion/equipment/tower of dedicated line or Bays, the same will be repaired/replaced or constructed and brought back in service by the wind developer at their own cost. GETCO shall not be responsible for the major breakdown of any part of dedicated line. Only Routine maintenance will be covered under O & M Agreement.

11. General

The company hereby accepts all the commitments and undertaking given by the Wind Farm developer in this case for location _____ **S/S** to GETCO for the development of wind farm evacuation system and its related issues. The Company hereby accepts all the terms and conditions for Transmission of energy prescribed under this Agreement as per GERC Order No.3 of Intra State ABT dated 11th August 2006, CERC Regulations on RRF Mechanism and IEGC subject to amendment in accordance with the prevailing act/rules/regulations.

12. Communication

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

In respect of the GETCO: Chief Engineer (R & C) Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390 007 Telephone: 0265 -2353086	In respect of the Company
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The Parties hereto, have put their signatures and seals in agreement to this Agreement as under:

For GETCO _____ Chief Engineer (R&C), Witnesses (Name, Designation & sign): 1. Sign : _____ Name : _____ Designation: _____ 2. Sign : _____ Name : _____ Designation: _____	For M/s. Mr. _____ (.....) <div style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px; width: fit-content; margin: 0 auto;"> Company Seal To be affixed at GETCO </div> Witnesses (Name, address & sign): 1. Sign: _____ Name: _____ Address: _____ 2. Sign: _____ Name: _____ Address: _____
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APPENDIX -1

Details of location of wind turbine 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 the Owner Company / Developer	
[1]	Amount of Stamp Paper: Stamp Paper no.: Date of issue	100/-
[2]	Location of WTG/s Survey no.: Village : Taluka : District :	
[3]	Name plate details of wind turbine generator including serial number / job number of manufacturer, make and capacity	Under Commissioning Make – Capacity – MW
[4]	Serial number and date of commissioning certificate, key plan of the land showing location and capacity of WTG/s (copy of the certificate may please be attached). WTG ID Number:	Under Commissioning Key plan & Micro siting Drawing enclosed herewith
[5]	Wheeling option at Location: GETCO/AEC/SEC/Licensee: Division: Consumer No: Contract Demand : Supply Voltage :	M/s.
6	Name of Pooling substationKvSubstation
7	Name of GETCO substation	
8	Name of Developer of Wind Project	

**ANNEXURE
PARAMETERS AND TECHNICAL LIMITS OF SUPPLY**

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 220/132/66 kV
(Pooling stations)

Short circuit rating:

(As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the GETCO).

Note: The tolerances & Electrical characteristics variations will be as per GETCO performance Standards. The electrical clearances will be as per relevant standard.

• Basic insulation level of	220 KV	132kV	66 KV
(i) Transformer(s)	950 KVp	550kVp	140 kVp
(ii) Bushing(s)	1050 KVp	650kVp	350 kVp
(iii) Equipment	1050 KVp	650kVp	350 kVp

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC. The maximum current and voltage waveform distortion shall be in accordance with table III of G.5/3, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System. Phase voltage unbalance will be limited to one percent (1%).

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

**SCHEDULE 2
TECHNICAL LIMITS**

1. The nominal steady state electrical characteristics of the system are as follows:
 - a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
 - b) Nominal voltage of _____ V with +10% to - 12.5% variation.
2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of _____V and _____V
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

**SCHEDULE 3
APPROVALS**

1. Consent from the GETCO for the evacuation scheme for evacuation of the power generated by the windmill power projects.
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the wind energy converters installed at the Project Site.
3. Certificate of Commissioning of the Wind Farm Project issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from the Airport Authority of India, if required.
6. Clearance from the Department of Forest, Ecology and Environment, if required.

**SCHEDULE 4
SPECIFICATION OF ELECTRICAL ENERGY DELIVERY**

1. The generation voltage from the windmill power project of **M/s.** _____ is _____ V. It uses unit connection of generator, generator transformer and unit transformer.
2. The generated power at _____V will be stepped up to _____KV at the Project Site and further stepped up to _____ KV at the Sending Station for the purpose of interconnection with the Grid System at the Sending Station. _____KV/_____ KV GT's will also be used to draw start up power from the grid.