

Draft Detailed Procedure for “Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission System”

Hon’ble GERC notified Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 vide notification No. 3 of 2011 dated 31.05.2011.

As per Chapter 5, Regulation 20 of the above Regulations, a draft detailed procedure is prepared for “Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission System” for comments from stakeholders.

All the stakeholders are requested to offer comments, if any, within one month i.e. by 10.08.2022. Late submission of comments shall not be entertained. Comments shall be submitted to:

**The Additional Chief Engineer (Regulatory & Commerce),
Gujarat Energy Transmission Corporation Limited
5th Floor, Sardar Patel Vidyut Bhavan,
Race Course, Vadodara, Gujarat – 390007**

Comments may also be sent through email on acerc.getco@gebmail.com .

On receipt of comments from all the stakeholders, it will be analysed and further submitted to Hon’ble GERC for further process.

PROCEDURE FOR “GRANT OF CONNECTIVITY TO PROJECTS BASED ON RENEWABLE ENERGY SOURCES TO INTRA-STATE TRANSMISSION SYSTEM”

1. This Procedure is issued in accordance with Chapter 5, Regulation 20 of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 (hereinafter referred to as “GERC Connectivity Regulations”).

2. Applicability

2.1. This Procedure shall be applicable to the following:

- i) Applicants covered under Regulation (4) of the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewables Energy Sources, as applicable time to time.
- ii) Central Transmission Utility (CTU), Regional Load Despatch Centres (RLDCs), State Load Despatch Centres (SLDCs), State Transmission Utility (STUs), concerned distribution companies and Renewable Energy Implementing Agencies (GEDA/GPCL).

2.2. This Procedure shall be applicable to the following:

- i) Stage-I Connectivity
- ii) Stage-II Connectivity

2.3. An entity may apply for Stage-I Connectivity and Stage-II Connectivity separately or simultaneously. The application for Stage-II Connectivity may be made along with or after application for Stage-I Connectivity.

3. Address

Communications with STU under this Procedure shall be done at the following address:

The Additional Chief Engineer (R&C),
Gujarat Energy Transmission Corporation Limited
5th Floor, Sardar Patel Vidyut Bhavan,
Race Course, Vadodara, Gujarat - 390007

4. Eligibility

4.1 Applicants covered under Regulation (4) of the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable time to time shall be eligible to apply for grant of

Connectivity under this Procedure.

- 4.2 The generation capacity already connected to the Grid (Inter-State Transmission System or Intra-State Transmission System) or for which Connectivity is already granted, cannot apply for additional Connectivity for the same generation capacity.
- 4.3 In the event of augmentation of the generation capacity, a fresh application for additional generation capacity shall be submitted as per the provisions of this Procedure.
- 4.4 The Applicants who have been granted Connectivity to Intra-State for the generation projects based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full, under intimation to STU. In such cases, STU shall incorporate the necessary change in connection agreement.

5. Provisions with regards to Connectivity and Bank Guarantee

- 5.1 This provision is governed in accordance with the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable time to time.

6. Application for Stage-I Connectivity

- 6.1 Applications for grant of Connectivity to Intra-State transmission network shall be made as per the application form duly signed by authorized person of Applicant [Format-2] of this procedure. Applicant has to select substation from the lists available on GETCO website and updated from time to time.
- 6.2 Documents to be submitted along with the Application:
 - i) Notarized affidavit as per Format-1.
 - ii) Application shall be accompanied by a non-refundable fee Rs.10,000/- (Plus 18% GST) as Stage-I connectivity fees. Application fees is to be made to GETCO Account electronically through RTGS as per details given below:
 - a) Payee : Gujarat Energy Transmission Corporation Limited
 - b) Name of Bank : Bank of India
 - c) Branch : Alkapuri
 - d) IFSC : BKID0002501
 - e) A/c No. : 250120100001167

Provided that proof of payment directly credited to above GETCO account must be attached with the application.

- iii) Notarized Board resolution/power of attorney of Company.
- iv) Copy of Memorandum & Article of Association Audited annual account statement of Company
- v) RE capacity installed by Company as on date of application
- vi) Certificate of CA for Net worth.

Provided that on operationalization of online portal for grant of connectivity, scanned copy of all above documents shall be uploaded by applicant on portal along with physical submission.

- 6.3 The processing of applications for Stage-I Connectivity shall be in accordance with Regulation (4), (5) and (6) of the GERC Connectivity Regulations.
- 6.4 The Stage-I Connectivity grantees who fail to apply for Stage-II Connectivity within 12 months from grant of Stage-I Connectivity shall cease to be Stage-I Connectivity grantee and their Application Fees shall be forfeited.
- 6.5 If entire or part of Stage-I Connectivity is not utilized for Stage-II Connectivity, such unutilized capacity shall be cancelled under the timeframe provided at above and Application Fees shall be forfeited.

7. Grant of Stage-I Connectivity

- 7.1 Upon receipt of the application for grant of Connectivity, necessary study shall be carried out by STU for grant of Connectivity for the available margin in the nearest existing sub-stations or in new sub-stations under implementation (anticipated commissioning within next six months). Applicants has to select Intra-State substation from the lists available on GETCO website for connectivity applications.
- 7.2 New sub-stations for harnessing renewable Energy generation potential shall be planned by STU in consultation with State Nodal Agencies (GEDA and GPCL) and Government of Gujarat or its designated agency.
- 7.3 STU shall grant Stage-I Connectivity indicating the location (substation where Connectivity shall be granted) within 60 days of the last date of the month in which the application was received.

Provided that grant of Stage-I Connectivity shall not create any rights of physical connectivity / bay reservation, etc. in favour of the grantee on Intra-State transmission system.

Provided further that if capacity at the location where Stage-I Connectivity is granted

becomes unavailable at a later stage, an alternate feasible location shall be allocated at the time of grant of Stage-II Connectivity. STU shall suggest alternate substation location from the lists available on GETCO website.

- 7.4 STU shall indicate to the Connectivity grantee, the voltage level for the purpose of Connectivity of the Dedicated Transmission Line to the Intra-State substation line bay.
- 7.5 Unless otherwise indicated at the time of grant of Stage-I Connectivity, the power carrying capacity of the Dedicated Transmission Line shall be as below:

Table1: Capacity of the Dedicated Transmission line

Sl. No.	Voltage Level	Minimum Capacity of the Dedicated Transmission Line (per circuit)
1	66 kV	50 MW
2	132 kV	80 MW
3	220 kV	300 MW
4	400 kV	900 MW

- 7.6 The Connectivity granted under this Procedure can also be utilized for Inter-State sale of power.
- 7.7 Change in the location of project keeping the connectivity with Intra-State substation same shall not be construed as material change. The grantee shall inform the STU about the same.

8. Application for Stage-II Connectivity

- 8.1 Applications for grant of Stage-II Connectivity to Intra-State shall be made as per the application form [FORMAT-3] as per this procedure.

8.2 Eligibility for Stage-II Connectivity

Following shall be eligible for grant of Stage-II Connectivity:

- 8.2.1 An entity which (i) has been issued the Letter of Award (LOA) by, or (ii) has entered into a Power Purchase Agreement (PPA) with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee consequent to tariff based competitive bidding, on submission of such Letter of Award or PPA, as the case may be:

Provided that:

- (a) such an entity is a grantee of Stage-I connectivity or has applied for Stage-I Connectivity or has applied for Stage-I Connectivity and Stage-II Connectivity simultaneously.
- (b) an entity implementing the Renewable Hybrid Generating Station(s) including Round the Clock Hybrid Project, shall be eligible to apply for separate Stage-II Connectivity for each location based on the same LOA or PPA, for the capacity of the project not exceeding the quantum of power for which LOA has been awarded or PPA has been signed. For this purpose, the locations and capacity at each such location, duly certified by the Renewable Energy Implementing Agency or the distribution licensee, as the case may be, shall be submitted along with the Connectivity applications.

Illustration:

- a) Suppose a bidder is awarded LOA for 500 MW under Round the Clock Hybrid Scheme and it has renewable hybrid generation project with installed capacity of 500 MW (wind), 500 MW (solar) and 200 MW (storage) at single location (for injection at same interconnection point). Such project shall be eligible for Stage-II Connectivity under Clause 8.2.1, for the capacity of the project not exceeding the quantum of LOA (500 MW in the instant case). If the said project intends to sell surplus power over and above LOA, it shall be required to apply for additional Connectivity _____ under _____ Clause 8.2.2.

- b) Suppose a bidder is awarded LOA for 500 MW under Round the Clock Hybrid Scheme with projects at multiple locations - 500 MW (solar) in Location 'A' and 700 MW (wind) at Location 'B'. Such project shall be eligible for Stage-II Connectivity under Clause 8.2.1, for the capacity of the project not exceeding the quantum of LOA (500 MW in the instant case) at each location (i.e. 500 MW + 500 MW for instant case) on the basis of same LOA. If the said project intends to sell surplus power over and above the quantum for which Stage-II Connectivity has been granted under Clause 8.2.1, it shall be required to apply for additional Connectivity _____ under _____ Clause 8.2.2.

8.2.2 An entity who is a grantee of Stage-I Connectivity or has applied for Stage-I Connectivity or has applied for Stage-I Connectivity and Stage-II Connectivity simultaneously, and is not covered under Clause 8.2.1, and has achieved the following milestones:

- (i) Ownership or lease rights or land use rights or land sale agreement for 50% of the land required for the capacity of Stage-II Connectivity;
- (ii) Financial closure of the project (with copy of sanction letter) *or* release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate; and
- (iii) Firm allocation of 50% capacity to the beneficiaries.

8.3 Conditions to be met by Stage-II Connectivity Grantees

8.3.1 After grant of Stage-II connectivity, the grantees covered under Clause 8.2.1 shall have to achieve the following milestones in accordance with the Letter of Award or the Power Purchase Agreement and submit the proof to STU within one month of achieving the milestone(s):

- (i) Ownership or lease rights or land use rights or land sale agreement of the land.
- (ii) Financial closure with sanction letter from financial institution.
- (iii) Proof of release of funds duly supported by Auditor's certificate.

8.3.2 After grant of Stage-II Connectivity, the grantees covered under Clause 8.2.2 shall have to achieve the following milestones and submit the proof to STU within six months from date of grant of Stage-II Connectivity:

- (i) In case of an entity who has submitted the proof of release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate, shall submit documents regarding achievement of financial closure;
- (ii) In case of entity who has submitted documents regarding achievement of financial closures shall submit the proof of release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate.

8.3.3 If a grantee of Stage-II Connectivity covered under Clause 8.2.2, subsequently submits LOA or PPA with Renewable Energy Implementing Agency or distribution licensee, consequent upon tariff based competitive bidding within the timeline under Clause 8.3.2, it shall be deemed to be a grantee under Clause 8.2.1 and shall require meet the conditions under

Clause 8.3.1.

8.3.4 In the event of failure to achieve above milestones as listed in Clause 8.3.1 or Clause 8.3.2 above, as applicable, Stage-II Connectivity shall be revoked by STU under intimation to the grantee.

8.3.5 STU shall monitor the status of projects on quarterly basis covered under Clause 8.3.1 and 8.3.2 and take timely necessary action.

9. Process for Grant of Stage-II Connectivity

9.1 On receipt of Stage-II application, STU shall ask for system study charges mentioned below:

MW quantum	Applicable Charges
Upto 100 MW	Rs. 2,00,000/- + applicable taxes
101 MW to 500 MW	Rs. 3,00,000/- + applicable taxes
500 MW +	Rs. 5,00,000/- + applicable taxes

Applicant has to pay system study charges within stipulated time. After confirmation of payment by applicant, STU shall process further.

9.2 Stage-II connectivity shall be processed in accordance with Regulation (4), (5) and (6) of the GERC Connectivity Regulations in force

9.3 The inter-se priority for grant of Connectivity to applications received during same month shall be as per the date and time of receipt of the applications complete in all respects after rectification of deficiencies, if any. Applications having same date and time, priority will be decided as per Stage-I connectivity applications. In case of same date and time Stage-I applications, proportionate Stage-II capacity shall be allocated by STU.

9.4 It may happen that an entity is eligible for Stage-II Connectivity only for part of the capacity covered under grant of Stage-I Connectivity. In such a case, grant of Stage-II Connectivity for part capacity shall be allowed.

Example: A company is granted Stage-I Connectivity for 100 MW and it wins a bid for 25 MW and is eligible for grant of Stage-II Connectivity w.r.t other milestones. It is eligible to apply for grant of Stage-II Connectivity for such part capacity (25 MW) which shall be considered by STU in terms of this Procedure.

9.5 STU while processing the application for Stage-II Connectivity may seek such clarifications, additional information, confirmation, as may be required.

- 9.6 The applications shall be processed by 15th day of the following month reckoned from 2400 hrs. of the last day of the month in which the applications were received. Intimation for grant of Stage-II Connectivity shall be issued within a period of 15 days thereafter.
- 9.7 The intimation for grant of Stage-II Connectivity shall include the following:
- (i) Name of the Intra-State Sub-station where Stage-II Connectivity is granted.
 - (ii) In case of a new sub-station, the confirmation of the location of the sub-station shall be as per lists available on GETCO website. .
 - (iii) Grantee shall have to provide the Letter of Credit (LC) / Bank Guarantee (BG) as per prevailing Regulations or as specified by the State Commission in relevant orders for projects based on Renewable Energy Sources, as applicable time to time.
- 9.8 The Stage-II Connectivity grantee shall sign the Transmission Agreement for Connectivity within 30 days of issue of intimation of grant of Connectivity. No extension of time shall be granted and in case of failure to sign the Agreement and/or to furnish the requisite LC / BG, Stage-II Connectivity shall be cancelled under intimation to the Stage-II Connectivity grantee.
- 9.9 The Transmission Agreement for Connectivity shall inter-alia include:
- (i) Details of Intra-State sub-station.
 - (ii) Scheduled date of commercial operation of the Intra-State sub-station, if available.
 - (iii) Scheduled date of commercial operation of the renewable energy generating station(s), generator pooling station and Dedicated Transmission Line.
 - (iv) Undertaking to make best efforts to fully utilize the bay(s) for dedicated transmission infrastructure.
- 9.10 Change in the location of generation project keeping the Connectivity at the same Intra-State substation shall not be construed as material change.
- 9.11 As clarified earlier, if capacity at the location where Stage-I Connectivity is granted becomes unavailable at a later stage, an alternate feasible location shall be

allocated at the time of grant of Stage-II Connectivity. STU shall suggest alternate substation location from the lists available on GETCO website.

- 9.12 In case, Stage-I grantee desires Stage-II connectivity at same substation, STU shall check strengthening scheme required for the same. If, Stage-I grantee agrees to create required strengthening elements of Intra-State scheme at their cost, STU may grant Stage-II connectivity at same substation subject to implementation of required strengthening scheme by Stage-I grantee at matching timeframe otherwise Stage-I grantee has to select alternative feasible location.

10. Process Monitoring of renewable projects after grant of Stage-II Connectivity

- 10.1 Stage-II Connectivity grantee shall furnish updated progress report of the monitoring parameters on quarterly basis FORMAT-4 by first week of next quarter. Failure to update progress of the monitoring parameters shall be considered as adverse progress and in such cases, STU shall approach the Commission for appropriate directions.

- 10.2 (A) Stage-II Connectivity grantees shall require complete the dedicated transmission line(s) and generator pooling sub-station(s) timeline specified by the State Commission in subsequent orders for projects based on Renewable Energy Sources, as applicable time to time.

(B) If a grantee fails to complete the dedicated transmission line(s) and/or generator pooling station(s) within the timeline stipulated under sub-Clause (A) above, Stage-II Connectivity shall be revoked and LC / BG shall be encashed.

- 10.3 The Stage-II Connectivity grantee shall furnish certificate issued by Chief Electrical Inspector (CEI) as per Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of same from CEI.

- 10.4 On a specific request of Stage-II Connectivity grantee(s) and for the purpose of optimal utilisation of transmission infrastructure, STU may, after consultation with the Stage-II Connectivity grantee(s) concerned, carry out rearrangement or shifting of the Stage-II Connectivity across different bay(s) of the same sub-station.

11. Technical requirements for Dedicated Transmission Infrastructure

11.1 The developer shall follow the Regulations viz.:

- (i) Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 and the amendments thereof;
- (ii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and the amendments thereof;
- (iii) Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and the amendments thereof;
- (iv) CEA Manual on Transmission Planning Criteria, 2013 and any other applicable regulations and the amendments thereof.
- (v) Central Electricity Authority (Technical Standard for Connectivity to the Grid) 2007 and amendments thereof.
- (vi) Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.
- (vii) Gujarat Electricity Grid Code-2013 and amendments thereof from time to time.
- (viii) Orders /Regulations issued by the State Commission for projects based on Renewable Energy Sources and its amendments time to time.

11.2 Additionally, the developer shall comply with the following with respect to Dedicated Transmission Line and generator pooling station:

11.2.1 Dedicated Transmission Line (DTL):

- (i) The Dedicated Transmission Line shall be of voltage class matching with the Intra-State sub-station voltage at which it is to be connected after allocation of bay.
- (ii) The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating station to the Intra-State sub-station shall not be less than the quantum as per this Procedure OR specified under grant of connectivity by STU.

- (iii) STU shall indicate the requirement of D/c or M/c towers near Intra-State sub-station end including sharing of such towers, for optimization of space / Right of Use (RoU). The developers of renewable energy generating stations shall comply with the directions of STU in this regard.
- (iv) Depending on the topology, STU may plan the Connectivity of renewable energy generating stations through loop in and loop out (LILo) of the Dedicated Transmission Line for injection of power as well as reliable grid operation for Intra-State purpose.

11.2.2 Pooling Station of the renewable energy generating stations:

- (i) The planned capacity of the generator pooling station shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Connectivity.
- (ii) The Dedicated Transmission Line shall be terminated at the high voltage side of the generator pooling station. The bus switching scheme should be in line with the requirements specified in the CEA Manual on Transmission Planning Criteria, 2013 as amended from time to time.
- (iii) The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct etc. shall not be less than the planned capacity of the generator pooling station in case the entire power from the renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.
- (iv) Short circuit rating and line bay rating of the generator pooling station may be finalized by project developer in consultation with STU, if required.

12. Application for Additional Quantum (Enhancement) of Stage-II Connectivity

12.1 Stage-II Connectivity grantee may apply for additional quantum of Stage-II Connectivity in its dedicated transmission line and associated bay. Such Stage-II Connectivity grantee shall also simultaneously apply for grant of corresponding Stage-I Connectivity, as required.

12.2 The application for enhancement shall be processed by STU as per the Procedure

for grant of Stage-II Connectivity.

12.3 STU shall consider the capacity of Dedicated Transmission Line and associated bay while granting the enhancement of Stage-II Connectivity.

13. Sharing of Connectivity and Dedicated Transmission line

12.1 The developer(s) of renewable energy generating station(s) shall develop the Dedicated Transmission Line of power evacuation capacity as specified in ~~Clause 7.5~~ irrespective of the quantum of Connectivity applied for. In case the developer of renewable energy generating station is not able to fully utilize the Dedicated Transmission Line and bay(s), it may share the same with other developer(s) of renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission system.

12.2 Stage-II Connectivity grantee, while remaining the lead generator and performing its responsibilities under the Grid Code and GERC Open Access Regulations and Forecasting / Scheduling _____ 1 of 2019 may, in the interest of optimum utilisation of its bay(s) and Intra-State outlets, share the balance capacity of the Dedicated Transmission Infrastructure over and above the Connectivity granted, with its wholly owned (100%) SPVs (Special Purpose Vehicles) or other entities.

12.3 An Applicant who is a Stage-I Connectivity grantee or is applying for Stage-I Connectivity and Stage-II Connectivity simultaneously, may apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the Applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such Applicant subject to availability of capacity in the Dedicated Transmission Line.

12.4 Two or more Applicants may apply for Stage-II Connectivity at a common bay along with an agreement duly signed between such Applicants for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such Applicants

subject to availability of capacity in the Dedicated Transmission Line.

12.5 Any capital expenditure on the augmentation of the generator pooling station(s) of the Connectivity grantee required for sharing the dedicated transmission infrastructure shall be mutually agreed between the sharing parties. The Connectivity grantee shall provide adequate capacity in the generator pooling station for peak power evacuation of the sharing entity(ies).

12.6 Operation and maintenance expenses as well as transmission losses from the generator pooling station up to the Intra-State sub-station shall be shared in proportion to the capacity of the renewable energy generating stations sharing the transmission infrastructure.

14. Utilization of pooling station of Stage-II Connectivity Grantee

14.1 The Stage-II Connectivity grantee shall require update the status/ utilization of the dedicated transmission infrastructure as per FORMAT-5 of this procedure by 30th day of June and 31st day of December of each year.

14.2 STU shall monitor the utilization of the dedicated transmission infrastructure. In case STU finds that the dedicated transmission infrastructure remains under-utilized, it may seek an explanation from Stage-II Connectivity grantee. Such Stage-II Connectivity grantee shall explain the reasons through an affidavit duly signed by its authorized representative within 30 days of issue of such notice. If STU is of the view that the spare capacity is not being put to use without reasonable justification, and it is resulting in denial of opportunity to other renewable energy generating stations, the matter shall be brought to the notice of the Commission for directions with regard to the utilization of the available spare capacity.

15. Coordination

15.1 STU shall coordinate with concerned agencies for development of the Intra-State network for evacuation of power from renewable energy generating stations.

15.2 STU shall share the available capacity of the Intra-State sub-station for RE integration on website.

On Non Judicial Stamp paper Rs.300

AFFIDAVIT

Connectivity application for Power evacuation to Gujarat Energy Transmission Corporation Limited,

I..... working
as..... in.....
.....(name of the Company).....,having its registered office at (address
of the company)....., do solemnly affirm and say as follows:

1. I am the (Post)..... of(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
2. I submit that M/s.....(name of the company)..... is a registered company.....(Public Ltd/Pvt. Ltd./Partnership firm).....
3. I submit that all the details given in the enclosed application for grant of Connectivity alongwith necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To be duly attested by Notary)

Stage-I RE Connectivity Application

1 Name the Applicant

2 Address for Correspondence

3 Contact Details

Name of Contact Person

Designation

Phone No.(Mobile)

E-Mail

4 Nature/purpose of the Connectivity

Captive/Third-party/PPA/any other

**5 Capacity (MW) for which
connectivity is required & type
of project**

MW

(Wind/Solar/Wind-solar hybrid/
hydel/MSW/Conventional etc.)

**6 Name of 400/220/132/66kv GETCO sub-
station Where connectivity is required**

Name of GETCO-S/s:

Voltage level:

Nos. of ckt:

**7 Location of the
Generating Station**

Nearest Village / Town

District State

**8 Details of
Payment
Done.**

Amount in Rs:

Payment date:

Payment receipt:

This is to certify that the above data submitted with the application are pertaining to connection sought for grid connectivity for power evacuation. Further, any additional data sought for processing the application shall be furnished.

Authorized Signatory of Applicant

Stage-II RE Connectivity Application

- 1 Name of the Applicant :**
- 2 Intimation No. of Grant of Stage-I Connectivity, if granted :**
- 3 Address for Correspondence :**
- 4 Contact Details**

Name of Primary Contact Person :

Designation : Phone No.

(Landline) : Phone No. (Mobile) :

Fax : E-Mail :

Name of Alternate Contact Person:

Designation : Phone No. (Landline) :

Phone No. (Mobile) :

Fax : E-Mail :

- 5 Criterion for applying Stage-II Connectivity:**

List of documents as per Procedure

- 6 Date from which Stage-II Connectivity is required :**

- 7 Location of the Generating Projects/Park**

Nearest Village / Town :

District :

State : Latitude : Longitude :

- 8 Planned Capacity of the Generating Project/Park (Stage wise) :**

- 9 Expected timeline of completion of Generating Project/Park (Stage Wise):**

- 10 Details of the Generating Project/Park :**

Location: Name(s) of the Project/Park:

Energy Source: Step-up Voltage at generator Pooling Station:

11 Details of Application Fee RTGS/NEFT/e-transaction (if applicable) :

Amount (in Rs.): RTGS/NEFT/e-Transaction No.:

Date: Bank Name:

Branch Name:

12 Details of Documents Enclosed with the Application

- (i) Notarised Affidavit as per FORMAT-1
- (ii) Copy of Authorisation by the Government, as applicable
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) Identification
- (v) Consortium Agreement of Lead Generator, if applicable
- (vi) Documentary evidence of eligibility for applying for Stage-II Connectivity as per the Procedure
- (vii) CA certificate for Net Worth

I confirm that I am well aware of the GERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date: **Name of the Authorised Signatory:**

Submission Time: **Signature:**

Company Stamp (mandatory):

STATUS AS PER MONITORING PARAMETERS FOR STAGE-II CONNECTIVITY

(Status Report to be signed by a board authorized representative along with copy of letter of authorization).

Monitoring Parameters for Stage-II Connectivity		
Sl. No.	Monitoring Item	Status#
1	Installation of Wind Masts, as applicable	Status Report signed by board authorized representative with letter of authorization.
2	Location with GPS coordinates of generator pooling station	
3	Walkover Survey for Dedicated Transmission Line	
4	Resource Assessment Studies	
5	Acquisition of Land for generator pooling station	Land Required(acres): Land Acquired(acres):
6	Acquisition of Land for renewable generating station	Land Required(acres): Land Acquired(acres):
7	Details of Financial Closure	Date of application Status of Financial closure Date of Financial Closure Date of release of funds
8	Final Route Survey of Dedicated Transmission Line	Route Survey Report to be submitted.
9	Award and Details of Dedicated Transmission Line	Date of Award of Tower Date of Award of Conductor No. of Foundations (Total/Completed) No. of Tower Erections (Total/Completed) Stringing_(ckm) (Total/Completed)

10	Award and Details of Generator pooling station of Stage-II Connectivity Grantee	Planned capacity Voltages, MVA Capacity, No. & Rating of Transformers (iii) EHV Switchyard configuration, bay(s) and status Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status
11.	Tendering and Details of Renewable Generating station of Stage-II Connectivity Grantee	Planned capacity Details of contract/contract packages Date of Award of EPC contract Progress of generating station Expected date of Commissioning

Utilization and Sharing Status of Dedicated Transmission Infrastructure

1. Date of updating of the utilization status: DD/MM/YYYY

2. Date of Commissioning of DTL and generator pooling station: DD/MM/YYYY

SI. No.	Description	Status/Details	Remarks
1	Date of Commissioning of DTL and generator pooling station		
2	Voltage levels of the generator pooling station high voltage/low voltage (kV/kV)		
3	Planned Power evacuation capacity of the generator pooling station (MVA)		
4	Commissioned Power evacuation capacity of the generator pooling station (MVA)		
5	Details of the capacity in use		
	User-1		
	User-2		
	User-3		
	User-n		
	Total Capacity Used		

Model Agreement between the Lead Generator and other generators located in a geographically contiguous area for seeking inter-connection with Gujarat Intra-State transmission network at a single connection point

Model Agreement

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at (Place) and is effective from this.....day of20.....

BETWEEN:

M/s (Name of the company)....., a company registered under the Companies Act, (...year....) having its registered office at.....(Address of the Company) ,.....(hereinafter referred as "Lead Generator") (which expression wherever the context appears shall unless repugnant to the context meaning thereof) to, mean and include its successors in business and permitted assigns of the FIRST PART;

AND

M/s..... (Name of the Company)....., a company registered under the Companies Act, (..... year.....) having its registered office at (Address of the Company) , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

AND

AND

M/s (Name of the Company) , a company registered under the Indian Companies Act, (.....) having its registered office at (Address of the Company) , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one.....(Type of the Generating Station) for the total capacity of(Capacity in MW).....in the State of Gujarat. (hereinafter referred to as 'Group of Projects') and jointly seek Connectivity and LTA, to inject electrical energy at(Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of(Type of the Generating Plant), into the 400/220/132/66 kV sub-station of the GETCO. The details of generating stations are as under:

Name	Type of generator	Installed Capacity

- (b) As per the provisions of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and LTA to the STU.
- (c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing the connectivity and LTA with the Intra-State Transmission Systems (InSTS) network for the requisite quantum, in line with the applicable Regulations, the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Gujarat Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.
- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the STU grid sub-station in the InSTS network.

- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).
- (f) The Parties also agree that once the 'Group of Projects' is in part/full ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:

(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)

DEFINITION AND INTERPRETATION

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.
- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
- C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
- E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
- F. "Insolvent" means, in relation to an entity.
- (a) being insolvent or under administration:
- (b) having a controller appointed by a tribunal or a court of competent jurisdiction,

acting within its jurisdiction;

(c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or

(d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.

G. "Party" means a party to the Agreement

H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

Interpretation

a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.

b. Words importing the singular shall include the plural and vice versa.

c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;

e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;

g. References to the words "include" or "including" shall be construed as being suffixed by the words "without limitation";

h. Any reference to time shall be taken to be a reference to Indian Standard Time;

i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in

the Appendix when used elsewhere in this Agreement;

- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;
- n. Provisions including the word 'agree', "agrees" or "agreement" require the agreement to be recorded in writing;
- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

1. Appointment and terms of Appointment

1.1. The Parties hereto have mutually agreed that M/s(Name of the Generator) shall be the "lead generator" which shall act on behalf of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the ... (Name of the transmission Licensee).....

1.2. Duration:

This Agreement shall be valid for a period ofyears from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

2. Scope

- 2.1. The Parties hereby jointly agree to appoint M/s (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the(Name of sub-station).... sub-station of the(Name of Transmission Licensee), in the state of(Name of the State) (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacityin MW) at any point of time into the Grid.
- 2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and conditions of grant of Connectivity and LTA for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the STU, nominate amongst themselves any Party to be the „lead generator’ to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed under this agreement.
- 2.3. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share, the
- 2.4. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

3. Responsibilities of the Parties:

- 3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Gujarat Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity and LTA for use of Intra-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011.

3.2. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

4. Joint management and Role of Lead Generator:

4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity and the LTA.

4.2. The constitution, terms of reference, powers and Procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).

4.3. Decisions of the Management Committee shall be unanimous, except wherever this Agreement expressly provides otherwise.

4.4. (Name of Lead Generator)shall act as the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".

4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity/LTA shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity /LTA and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

5. Termination:

5.1. Following shall constitute as an event of default of a Party (Events of Default): leading to termination of the agreement

(a) Either Party becomes bankrupt or insolvent or goes into liquidation has a receiver or administrator appointed against the defaulting party compounds with his creditors or carries on business under a Receiver Trustee or Manager for the benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:

(b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.

(c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false misleading and incorrect.

5.2. Effect of Termination:

5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after serving advance notice of 90 days (“Default Notice”) which shall specify in reasonable detail the occurrence of an event of Default.

5.2.2. After the issue of Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the period of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall however continue to perform their obligations under this Agreement.

5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the period of 90 days (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

5.3. Consequence of Termination:

On termination of this Agreement in accordance with the terms and conditions herein provided, the rights and duties of the Parties / Party seeking termination shall cease to exist.

The Parties' under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law.

6. Insurance:

- 6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Capacity.
- 6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

7. Confidentiality:

- 7.1. Subject to Clause 8.2 of the Agreement, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the Agreement confidential, and shall not disclose the same to any other person without the prior written consent of the other Party/ies.
- 7.2. Clause 8.1 shall not apply in the following circumstances
- (a) any disclosure is required by applicable laws or in respect of information already in the public domain;
 - (b) any disclosure required by any applicable stock exchange listing rule: and
 - (c) disclosure to a lender of the Group of Projects, to the extent required for the purposes of raising funds or maintaining compliance with credit arrangement.

In the event of a disclosure is required by applicable law, upon reasonable request by the non-disclosing Party/ies, the disclosing Party/ies shall use all reasonable efforts and co-operate with other Party's/ies' efforts to obtain confidential treatment of material so disclosed

7.3. The Parties shall exercise high degree of care and caution to preserve and protect the other Party's/ies' Confidential Information from disclosure in the manner that they protect their own Confidential Information.

7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive the termination of this Agreement.

8. Publicity:

8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected

8.2. It is agreed between the Parties that

(a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.

(b) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto by way of release of any statement or information to the media, whether electronic or print form, the disclosing Party/ies shall seek the prior written approval of the other Parties for such disclosure including on the content of such disclosure.

8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 8 shall not be unreasonably delayed or withheld so as to cause breach of the time period for such disclosure.

9. Notices:

Any notice or other communication to be given by one Party to the others under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address given and marked for the attention of the person as set out in the body of the Agreement and may be marked to the Parties as may be from time to time designated by notice to the other.

10. Indemnity:

Each of the Parties hereto shall indemnify and hold the others, its employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents harmless from and against all third party actions, claims, damages, proceeding, investigations, liabilities or judgments and all losses, damage, costs, charges and expenses or whatever nature and in whatever jurisdiction, and which arise from the Agreement, other than for any claims or losses to the extent that are finally determined by a court of competent jurisdiction to have resulted primarily from gross negligence or willful default of the other Party/ies.

11. Dispute resolution:

The Parties hereto shall make all attempts to resolve all disputes and differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

In the event the dispute or differences between the parties are not settled mutually or fail to negotiate their differences, then the aggrieved Party shall by giving a notice

to the other Parties to refer the dispute or difference to a Sole arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the place of arbitration shall be ...(Name of the Place)

12. Jurisdiction and Governing Laws:

Subject to Clause 11, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the.....(Name of the Courts) This Agreement is governed by the laws subsisting in India and any amendments thereto.

13. Assignment:

Neither of the Parties shall assign, outsource nor sub-contract this Agreement in whole or any part or on thereof to any of their affiliates, group companies or any third party without the written consent of the other Parties.

14. Miscellaneous:

14.1 The Agreement including any schedules and annexure attached hereto shall, constitute the entire understanding of the Parties relating to the subject matter hereof and shall supersede all past correspondence/letters exchanged/agreements executed between the Parties hereto.

14.2 Except as otherwise provided herein, this Agreement may not be varied/ amended except by agreement in writing to be signed by all Parties.

14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship

between the parties other than independent contractors.

- 14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.
- 14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.
- 14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.
- 14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on(Day).... of(Month) , 20.... by their duly authorised representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

1. For and on behalf of Lead Generator

Signature :

Signature:.....

Name:.....

Name:.....

Designation

Designation.....

2. For and on behalf of Company A

Signature: Signature:

Name: Name:

Designation: Designation:

For and on behalf of Company Z

Signature: Signature:

Name: Name:

Designation: Designation:

Scope of Work:

- A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to Intra-State sub-station.
- B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the Intra-State sub-station like bay equipment etc.
- C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in Intra-State sub-station.
- D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.
- E. Each Party authorize the Lead Generator to approach the STU for availing connectivity and LTA for the group of generators as a whole and shall share any expenses which may be incurred in such process.
- F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.

JOINT MANAGEMENT

1. Management Committee

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
 - 1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the STU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
 - 1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);
 - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
 - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
 - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
 - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
 - 1.1.7. any other important matter raised by any of the Parties.
- 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
- 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing or such lesser period of notice as the circumstances may reasonably demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
- 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
- 1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.
- 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn. In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution). If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the Management Committee.
- 1.8. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.

- 1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.
- 1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.
- 1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.