

**DRAFT**  
**POWER PURCHASE AGREEMENT**  
**BETWEEN**  
***Selected Developer.....***

**AND**  
***Assam Power Distribution Company Limited***

This **Power Purchase Agreement** is made on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012 (hereinafter called the Effective Date), by and

**Between**

**Selected Developer.....**, a company registered under the Companies Act 1956 and having its registered office at ..... (**hereinafter referred to as "Generating Company"**), which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part

**And**

**Assam Power Distribution Company Limited**, a Company registered under the Company's Act, 1956, having its Registered Office at Bijulee Bhawan, Paltanbazar Guwahati-781001, (**hereinafter referred to as "APDCL"**), which expression shall, unless repugnant to the context or

meaning thereof, include its successors and assignees as party of the second part

WHEREAS,

- 1.** The Generating Company is engaged in the business of installing a Generation Project with installed capacity of 1.60 MW Hydro Project using Drone river water near Dronpara Village about 25 kms from Boko in Kamrup (Rural) District in State of Assam.
- 2.** APDCL is the successor Distribution Company formed by restructuring Assam State Electricity Board and operating in the State of Assam, and authorized to supply power within the state of Assam.
- 3.** The scheduled date of commissioning, hereinafter called “COD” of the said project is .....
- 4.** The Generating Company desires to sell its entire saleable energy (after its Auxiliary Consumption) power to APDCL.
- 5.** APDCL agrees to purchase electricity generated by the Generating Plant for sale, under the terms and conditions set forth herein, at tariff as determined by AERC as per Regulations specified by the Commission.
- 6.** The parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations regulating the functioning of State Transmission Utility, Distribution Licensee and State Load Dispatch Centre (SLDC).

7. Both parties agree that after the expiry of the useful life of 35 years of the project the Generating Company shall approach the competent authorities after making the plant commercially viable as per the prevailing norms at that time.

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

## **1.0 Definitions**

The words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003 or Assam Electricity Grid Codes amended from time to time, AERC (Terms and Conditions for Supply of Power and Fixation of Tariff for Sale of Power to Distribution Licensee by Captive Generating Plants, Co-generation, Renewable Sources of Energy and Other Non-Conventional Sources of Energy based Plants) Regulations, notified as per Electricity Act, 2003 as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

1.1 “**Auxiliary Consumption**” means, in relation to a period, the energy consumed by auxiliary equipment of the generating station and transformer losses within the Generation Plant expressed as percent of the gross energy generated at generator terminals during the relevant period, which shall not exceed the quantum as specified in the tariff order fixed by the State Regulatory Commission.

1.2 ‘**ASEB**’ is Assam State Electricity Board.

- 1.3 **'APDCL Substation'** is the new 33/ 11 KV substation at Boko in Kamrup (Rural) District of Assam. This is the Delivery Point of supply of energy by the Generating Company.
- 1.4 **'Bill Meter'** means ABT compatible or equivalent static Import and Export Meter on the basis of which energy bills shall be raised by the Generating Plant and APDCL as the case may be.
- 1.5 **'Check Meter'** means ABT compatible or equivalent static Import and Export Meter for performing a check on the accuracy of the Bill Meter.
- 1.6 **'Date of Commissioning'** means the date on which supply of Energy is commercially commenced by the Generating Plant to APDCL and includes COD.
- 1.7 **'Export Meter'** means Bill Meter installed at the substation of APDCL for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Plant from APDCL Sub-Station at Boko.
- 1.8 **'Energy Account Month'** means period from date of meter reading in previous month to date of meter reading in following month and such period should not exceed 35 days.
- 1.9 **'Generating Plant'** means the Selected Developer of Dronpara Small Hydro Project near Dronpara Village about 25 kms from Boko in Kamrup (Rural) District in the state of Assam.
- 1.10 **"SLDC"** means the State Load Dispatch Centre as defined in the Electricity Act 2003;

- 1.11 **'Import Meter'** means Meter installed at the substation of the APDCL for Measurement of Active Energy, Maximum demand and Power factor of Energy exported to APDCL from the Generating Plant.
- 1.12 **'Letter of Credit or LC.'** means "revolving and irrevocable "Letter of Credit".
- 1.13 **'Bill'** means a bill raised, that includes all charges to be paid by APDCL with respect to sale of Power by the Generating Plant to APDCL or vice versa.
- 1.14 **'State Transmission Utility (STU)'** means Assam Electricity Grid Corporation (AEGCL) being the Company owned by the Government of Assam or any company authorized by the Government of Assam for transmission of the Power from the Generating Plant.
- 1.15 **'TOD'** means "Time of day", for the purpose of Metering.
- 1.16 **'AERC'** means the Assam Electricity Regulatory Commission.
- 1.17 **'Wheeling'** means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.

## **2.0 PURCHASE AND SALE**

- 2.1 APDCL agrees to purchase the projected surplus energy of approximately 6.17 MU per year for the entire life of the project that made available at the sub-station of APDCL system from the Generating Plant at the rate of Rs. 0.0 per KWH determined by the

AERC, unless any changes are made thereof by the state Regulatory Body. Other charges like Cess, Duties and other Levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be payable by APDCL as per AERC regulations and tariff order and on production of necessary supporting documents by the Generating Company.

2.2 The rate applicable for supply of electricity by APDCL to the Generating Plant shall be as per the existing schedule of tariff applicable from time to time for similar types of consumers.

2.3 The benefit of CDM or any Subsidy to be granted by the Ministry of Non Conventional Energy Sources (MNES), Government of India or State government respectively are not considered by the AERC at the time of fixation of tariff. As and when such benefits are granted by the competent authorities to the Generating Company, the Generating Company would approach the AERC with necessary petition and the same are to be shared by the Generating Company with APDCL in the ratio as decided by the AERC.

2.4 The Generating Company and APDCL shall comply with all the regulations issued by AERC from time to time including but not limited to Assam Electricity Grid Code, Open Access Regulations, and SLDC Regulations to the extent they are applicable to them.

### **3.0 MAINTENANCE REQUIREMENT OF THE GENERATING PLANT**

**3.1** The annual maintenance schedule of the Generating Company shall normally be during the lean month. The Generating Company shall inform APDCL and the STU regarding the Maintenance schedule in

accordance with provisions of the Assam Electricity Grid Code as revised by the Commission from time to time.

- 3.2** Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the generating Company.

#### **4.0 SUPPLY SCHEDULE**

The Generating Company shall submit daily/ monthly/ annual schedule of generation to State Load Despatch Centre (SLDC) or the State Transmission Utility (STU) as the case may be with copy to APDCL and other information, as required under the provisions of Assam Electricity Grid Code as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

#### **5.0 METERING**

- 5.1 APDCL shall supply one set of static meter with all the facilities at the APDCL sub-station at Boko to measure the quantity with time details of the Power exported to and imported from the Generating Plant, conforming to the specifications approved by, along with all necessary associated equipments. This meter shall be termed as Bill Meter. Similarly another set of static meter with same types and facilities shall be provided at the sub-station at Boko which will be termed as check meter. These meters shall be installed and jointly sealed by both parties and maintained by APDCL. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the

specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters. The Generating Company if so desires may install a third set of meter at their end. This third meter will not be considered for billing purpose.

- 5.2 The joint meter readings shall be recorded in the Format the copy of which must be furnished every month to the commercial wing of the APDCL.
- 5.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.
- 5.4 APDCL shall test all the metering equipment for accuracy, in the presence of a representative of the Generating Company, if the latter so desires, at least once in every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.
- 5.5 Designated representative of APDCL and the representative of the Generating Company shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of APDCL and the Generating Plant.
- 5.6 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 5.7 Calibration, inspection and testing of meters and the associated equipments shall be the responsibility of APDCL at the cost of the Generating Company.



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

**(i) APDCL Side:**

In Charge of the Boko Sub-station, Kamrup (Rural) District or any other authorized representative of APDCL. Necessary authority letter will be issued by APDCL.

**(ii) Generating Company side:**

The In-Charge of the Dronpara Small Hydro Power Project site authorized by the Generating Company. Necessary authority letter will be issued by the Generating Company informing APDCL of the same.

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

5.10 If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.

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

5.12 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.

5.13 Metering at generating terminal of each unit of the generating plant shall be ensured as per the guidelines of the Central Electricity Authority.

## **6.0 BILLING PROCEDURE AND PAYMENTS**

6.1 The Assam Electricity Regulatory Commission has approved the tariff of energy of the Generating Company to be purchased by APDCL ..... The copy of the said order forming a part of this agreement is enclosed as **Annexure – 1.**

6.2 The Generating Company shall raise monthly bill based on the monthly joint meter reading of the Bill Meter at the APDCL substation at Boko as per the tariff applicable as per above tariff order of the Commission.

**APDCL shall raise monthly bill based on the monthly joint meter reading of the Bill Meter located at the Substation at Boko at the relevant category of tariff applicable for such of consumers in case if there is any export of energy from APDCL grid to the Generating Plant.**

6.3 The Monthly Bill raised by the Generating Company shall be delivered to APDCL at its designated office at Bijulee Bhawan, Guwahati-1 on or before the seventh (7th) working day of the following month hereinafter called the “Monthly Bill Date”.

6.4 APDCL shall make payment against such Monthly Bills after deducting admissible rebate on it to the Generating Company within next thirty (30) working days after the date of receipt of the Monthly Bill through irrevocable revolving letter of credit opened with a public sector bank in favour of the Generating Company or through any other mode. The L.C. amount shall be equal to the average monthly bill amount on the basis of scheduled units indicated in the supply schedule furnished under Para 4.0 above for the particular calendar quarter. The LC shall be updated by 5th working day of the calendar quarter. The L.C. opening and maintenance charges shall be borne by APDCL.

6.5 The bills raised by the Generating Company shall be paid in full subject to the conditions that: -

- a. There is no apparent arithmetical error in the bill(s).
- b. ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement.
- c. They are in accordance with the energy account referred to in Para 5 of this agreement.
- d. APDCL reserves the right to deduct the full amount of bill raised by APDCL for export of energy from APDCL grid to the Generating Company as per Para 6.2 of this agreement.

6.6 In case of any dispute regarding the bill raised by the Generating Company, APDCL shall file a written objection with the Generating Company within thirty days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. The Generating Company shall resolve the above dispute(s) with APDCL within 30 days.

6.7 In case, the dispute is not resolved within 30 days as provided in Para 6.6 above, and in the event it is decided to proceed with the Arbitration as provided in Para 23 of this agreement, then APDCL shall pay 100% of the undisputed amount forthwith and refer the dispute for arbitration as provided in this agreement.

Both parties agree to abide by the direction of the Arbitrator for payment.

6.8 In the event of default in payment by APDCL for more than 90 days the Generating Company is at liberty to sell the power generated from the plant to any third party till all the out standings are liquidated by APDCL. However, this temporary diversion of power on account of

default in payment shall not be construed by the Generating Company as a right to sell the power to the third party for ever. If the power, during this period of temporary diversion is sold at a higher tariff than the approved tariff then the differential earning should be shared by the Generating Company with APDCL on 50: 50 basis and the share of APDCL shall be adjusted with the outstanding payable by APDCL.

## **7.0 REBATE AND SURCHARGE**

Rebate and Surcharge are admissible as per prevailing norms as approved by the Regulatory Commission from time to time. As per existing norms a **rebate of 2 percent** on the billed amount shall be allowed for payment made through LC within a period of 7 days from the date of billing and 1 percent rebate shall be allowed if the payment is made after 7 days but within 30 days of the date of billing.

In case of default in payment beyond 60 days from the date of billing, a **surcharge at the rate of 1.25 Percent** per month or part thereof shall be levied on the billed amount. Format of the Monthly Bill to be raised by the Generating Company is given in **Annexure - 2** attached hereto and made a part of this agreement.

However, the rebate and surcharge rates may vary depending on the variations of rates as per provisions of regulations implemented by the competent Regulatory Forum.

## **8.0 PARALLEL OPERATIONS**

Grid substation at Boko, in Kamrup (Rural) District owned by APDCL shall allow the Generating Company to interconnect its facility and operate in parallel with APDCL system, subject to the provisions of this Agreement, Electricity Act, 2003 and the State Electricity Grid Codes as applicable and amended from time to time.

Any cost incurred or proposed to be incurred towards provision of grounding transformer in future in connection with parallel operation is to be borne by the Generating Company.

## **9.0 GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING PLANT**

- 9.1 The Generating Company shall own, install, operate, and maintain the generating plant equipments and associated transmission line up to the APDCL substation. The Generating Plant shall follow such operating procedures on its side of the electric interconnection with APDCL system, as are consistent with applicable laws, rules and regulations and as per the terms and conditions of this Agreement, provisions of the State Electricity Grid Code, and other related guidelines, if any, issued by AERC, APDCL and any other authorized agencies.
- 9.2 All electrical equipments shall be installed in compliance with the requirements of the State Electricity Grid Code and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.
- 9.3 The Generating Company further agrees to make no material changes or additions to its facility, which may have an adverse effect on APDCL system, or amend the single-line diagram, relay list and/or trip scheme given in **Annexure - 3**, without prior written consent of APDCL. APDCL agrees that such consent shall not be unreasonably withheld.
- 9.4 Without prejudice to the foregoing, the Generating Company shall install, operate, and maintain its facility in accordance with accepted

prudent utility practices in the electricity industry. The Generating Plant's operation and maintenance schedules and staffing shall be adequate to meet such standards at all times.

- 9.5 APDCL shall follow such operating procedures on its side of the electric interconnection point with the Generating Plant, as required to receive Power from the Generating Plant's facility, without avoidable interruptions or adverse consequences on the Generating Plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

## **10.0 INTERCONNECTION FACILITIES**

- 10.1 Power from the Generating Plant shall be transmitted at **33 KV** through an independent and dedicated single Circuit 33 KV line from the Generating plant located near village, to the **33/ 11 KV** Boko Substation at Kamrup (Rural) District of APDCL. The power so transmitted to the APDCL shall be interfaced at the interconnection point of delivery 33/ 11 KV substation at Boko of APDCL.
- 10.2 The cost of interfacing at the receiving end (interconnection point and grid substation) including work at the APDCL Sub-Station, cost of bay, tie- line, terminal equipments and associated synchronizing equipments, shall be borne by the Generating Company.
- 10.3 The cost of the dedicated transmission line from the Generating Plant, Switch Yard of the Generating Plant to the interconnection point and the cost of interfacing at sending end (the Generating Plant) including work at the Generating Plant switch yard, cost of bay, tie- line, terminal equipments and associated synchronizing equipments, shall be borne by the Generating Company.

*(Explanation: The technical and other specifications of the work shall be finalized with APDCL's approval and be in accordance with standards and specifications laid by APDCL. The lines constructed for the evacuation of power from the Generating Plant, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Plant and APDCL and without prior approval of AERC. Existing transmission/distribution lines of APDCL may be utilized for evacuation of power from the Generating Plant to the Grid sub-station, on the basis of a mutual agreement between the Generating Plant and APDCL, with the approval of AERC. Notwithstanding the above, the work of interfacing at APDCL's Sub-Station will be done by APDCL only.)*

- 10.4 The Generating Company shall be responsible for the Maintenance of equipment at the generating plant and inter connection line up to the Boko sub-station of APDCL.
- 10.5 It is the responsibility of APDCL to maintain the terminal equipments at the Boko sub station at which the plant is connected through a dedicated transmission line.
- 10.6 Any work to be done by the Generating Company shall be taken up only with a specific approval and on the basis of approved drawings and specifications from APDCL and in compliance with the safety requirements as per the Assam Electricity Grid Code. On the completion of work, final approval shall be obtained from APDCL before charging the line. The Generating Company would obtain all statutory clearances/approvals required for this purpose.
- 10.7 The Generating Company shall consult APDCL on the scheme of protection of the interconnecting line/s and the facilities at sending end, and accordingly provide the equipment at sending end. The



protection system, installed by the Generating Plant, shall be checked by APDCL.

10.8 Without limiting the foregoing, the Generating Plant and APDCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the Assam Electricity Grid Code as amended from time to time and directions of the Chief Electrical Inspector, government of Assam and safety requirements as specified by the Authority under section 53 of the Act, 2003.

10.9 The interconnection facilities, to be provided by the Generating Company are set forth in **Annexure - 4** attached hereto and made a part of this agreement.

#### **11.0 PROTECTIVE EQUIPMENT & INTERLOCKING**

11.1 The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Plant shall not adversely reflect on or affect grid system of APDCL. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Plant's breaker trips first to protect the equipment. Prior to adopting it the Generating Company shall obtain approval of APDCL for the protection logic of the generator system and the synchronization scheme.

11.2 The Generating Company shall install necessary equipment to eliminate feeding of reverse power from the Grid to the Generating

Plant's system in absence of any agreement for purchase of power with APDCL

## **12.0 TECHNICAL ASSISTANCE BY APDCL & GENERATING PLANTS RESPONSIBILITY**

12.1 On request, APDCL, in consultation with STU, shall provide reasonable technical assistance to the Generating Company in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures on payment of necessary charges. The Generating Company, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Generating Plant's premises.

12.2 Notwithstanding the above, APDCL shall not be responsible for any damage caused to the electrical system/generating set of the Generating Plant, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

## **13.0 ARRANGEMENTS AT THE POINT OF SUPPLY**

The Generating Company shall make all arrangements for paralleling the set with APDCL grid in consultation with and to the satisfaction of APDCL, subject to the approval of the Chief Electrical Adviser, Government of Assam and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act 2003.

## **14.0 SYNCHRONISATION**

14.1 The Generating Company shall synchronize its power generating set in consultation with the concerned Senior Manager and in-charge of the Boko sub-station of APDCL and as per provisions of the Assam Electricity Grid Code as amended from time to time. The Generating Plant shall give seven (7) days prior intimation of the synchronization programme to the APDCL and SLDC:

- i. When commissioning the plant for the first-time,
- ii. When commissioning after completion of the annual Maintenance programme.

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

## **15.0 LIASON WITH & ASSISTANCE FROM APDCL**

The Generating Plant shall closely liaise with the APDCL & SLDC and shall inform the date of commencement of delivery of power to the designated officials of APDCL one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Generating Company, APDCL, as the case may be, shall extend assistance for testing, subject to the condition that the Generating Company shall pay the charges for such assistance to APDCL, if so indicated by the concerned Testing Division of APDCL. This charge shall be reasonable and prudent from time to time.

## **16.0 ACCEPTANCE AND APPROVAL OF APDCL**

Acceptance or approval of APDCL for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on existing policies of APDCL.

## **17.0 COMMISSIONING OF GENERATION FACILITIES**

The Generating Company shall commission the generating facility and synchronize it with the grid of APDCL by ..... In case, the plant is not commissioned by its scheduled date of commissioning for the reasons attributable to the Generating Company, then the Generating Company shall pay to APDCL liquidated damages for the period of delay in such case by an amount to be decided by the competent Regulatory Authority. APDCL has the liberty to approach the commission seeking compensation on liquidated damages under such situation. However, in the case of delay in Commissioning of the plant for reasons beyond the reasonable control of the generating company, the provisions of Para 26 of the Agreement shall apply.

## **18.0 CONTINUITY OF SERVICE**

18.1 The supply of electricity by the Generating Plant shall be governed by instructions from the state load dispatch centre, as per the provisions of the Assam Electricity Grid Code as amended from time to time. However, APDCL may require the Generating Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

1. Repair and/or Replacement and/or Removal of APDCL 's equipment or any part of its system that is associated with the Generating Plant's facility; and/or
2. Endangerment of Safety: If APDCL determines that the continued operation of the facility may endanger the safety of APDCL 's personnel or integrity of APDCL 's electric system, or have an adverse effect on the provision of electricity to APDCL's other consumers/customers; and/or
3. Force Majeure Conditions as defined in Para 26 below

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

18.2 Before disconnecting the Generating Plant from APDCL's system, APDCL shall, except in the case of an emergent situation, give advance intimation to the Generating Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, APDCL shall immediately notify the Generating Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified APDCL shall not be obligated to accept or pay for any power from the Generating Plant.

1. In any such event as described above, APDCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.
2. APDCL shall avoid scheduling in any event described in 18.1 above, to the extent reasonably practical, during the Generating Plant's operations. Where the scheduling of such an event during the Generating Plant's operations cannot be avoided in other occasions of planned maintenance, APDCL shall provide the Generating Company with fifteen days advance notice in writing to enable the Generating Plant to cease delivery of Power to APDCL at the scheduled time.
3. In order to allow the Generating Plant's facility to remain on-line and to minimize interruptions to Generating Plant operations, the Generating Plant may provide automatic equipment that will isolate the Generating Plant's facility from APDCL system during major system disturbances.

## **19.0 CLEARANCES, PERMITS AND LICENSES**

The Generating Company shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Generating Plant's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements within the boundary limits of the Generating Plant. APDCL shall provide reasonable assistance, including permissions, approvals and clearances from STU, to the Generating Company if so requested by the Generating Company.

## **20.0 DURATION**

20.1 Unless terminated by default, this agreement shall be valid till the expiry of 35 years from the date of commissioning of the plant.

20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Generating Company and APDCL on expiry of initial term of 35 years if ownership of the plant further rests upon the Generating Company.

## **21.0 EVENTS OF DEFAULT AND TERMINATION**

21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Company:

- a. Failure on the part of the Generating Company to use reasonable diligence in operating, maintaining, or repairing the Generating Plant's facility, such that the safety of persons and property, APDCL 's equipment, or APDCL 's service to others is adversely affected; or
- b. Failure or refusal by the Generating Company to perform its material obligations under this agreement; or
- c. Abandonment of its interconnection facilities by the Generating Company or the discontinuance by the Generating Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by APDCL, or
- d. Failure by the Generating Company to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of co-generation units etc., enforced from time to time by the

Union/State Government, AERC or other empowered authorities, including compliance with the Assam Electricity Grid Code-2000, or

- e. Failure by the Generating Company to pay APDCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

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

- a. Failure to pay to the Generating Company any amount payable and due under this agreement within sixty (60) working days of the receipt of the bill/monthly purchase bill; or
- b. Failure to use reasonable diligence in operating, maintaining, or repairing APDCL's interconnecting facilities, such that the safety of persons or property in general, or the Generating Plants equipment or personnel are adversely affected; or
- c. Failure or refusal by APDCL to perform its material obligations under this agreement; or
- d. Abandonment of its interconnection facilities by APDCL or the discontinuance by APDCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Company.
- e. Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default including nonpayment of bills by either party extends beyond a period of sixty (60) working days after receipt of written



notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

- f. Failure by either APDCL or the Generating Company to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the AERC.

21.3 APDCL reserves the right to terminate this agreement upon one months notice to the Generating Company, if the Generating Plant's facility fails to commence production of electric power within three months from the planned commercial operation date as mentioned in the agreement.

## **22.0 COMMUNICATION**

In order to have effective co-ordination between APDCL and the Generating Company, a designated official shall be kept on duty round the clock by the Generating Plant and APDCL in their respective premises, with information to each other about the name, location and telephone number etc. of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Generating Company shall provide reliable and effective communication through wireless/hotline etc., between the Generating Plant & the interconnecting substation of APDCL /and between the Generating Plant and the SLDC. The Generating Company shall make

provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

### **23.0 DISPUTES AND ARBITRATION**

- a) In the event that parties are unable to resolve any dispute, difference, controversy or claim relating to or arising under this Agreement, which are falling under the provisions of Electricity Act, 2003, the same shall be dealt in accordance with the said Act.
- b) All other disputes which are not covered under the Electricity Act, 2003 shall be referred to Arbitration. The appointment of Arbitrators and arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Guwahati. The High Court of Guwahati shall have the exclusive jurisdiction in all matters.

### **24.0 INDEMNIFICATION**

24.1 The Generating Company shall indemnify, defend, and render harm free, APDCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the Generating Plant) and/or for injury to or death of any person (including the Generating Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Company.

24.2 APDCL shall indemnify and render the Generating Company, its directors, officers, employees and agents, and their respective heirs,

successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including APDCL) and/or injury to or death of any person (including APDCL's employees and agents), which directly or indirectly result from or arising out of or in connection with negligence or willful misconduct by APDCL.

## **25.0 ASSIGNMENT**

This Agreement may not be assigned by either APDCL or the Generating Company without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

## **26.0 FORCE MAJEURE**

26.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect , then in any such event, such party shall be

excused from whatever performance is prevented by such event, to the extent so prevented , and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

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

## **27.0 AUTHORITY TO EXECUTE**

Each respective party represents and warrants as follows: -

- (a) Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.
- (b) The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- (c) No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

**28.0 LIABILITY AND DEDICATION**

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

28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of APDCL as a public utility or constitute the Generating Plant or the Generating Plant's facility as a public utility.

**29.0 NODAL AGENCY**

**(a) APDCL**

The Chief General Manager Commercial of APDCL shall act as a nodal agency for implementing this Agreement.

**(b) Generating Company**

The Director,..... C/o Selected Developer shall act as the nodal agency for implementing this agreement on behalf of Selected Developer.

**30.0 AMENDMENTS**

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties and approved by AERC.

### **31.0 BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

### **32.0 NOTICES**

Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

**APDCL:**

The Chairman-Cum-Managing Director,  
APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1.

**GENERATING COMPANY:**

NAME:

DESIGNATION:

ADDRESS:

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the Generating Company or to the office of the CMD of APDCL at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given

on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

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

### **33.0 GOVERNING LAW**

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

IN WITNESS whereof, *APDCL* and the Generating Company have executed this agreement on this \_\_\_\_\_ Day of \_\_\_\_\_, 2011 at Guwahati.

For

**GENERATING COMPANY:**

For

***APDCL:***

NAME:

DESIGNATION:

ADDRESS:

NAME:

DESIGNATION:

ADDRESS:

WITNESSED BY:

WITNESSED BY:

NAME:

DESIGNATION:

ADDRESS:

NAME:

DESIGNATION:

ADDRESS:

**ANNEXURE - 1**

(Copy of AERC Tariff Order)



**SAMPLE MONTHLY BILL INVOICE**

For the Month of .....

Bill No.

Date

Name & Address of Buyer

Name & Address of the Supplier

<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>PRICE</i>	<i>AMOUNT</i>
ENERGY SUPPLIED (KWh)				
Other Charge, if any				
TOTAL				

**Authorised Signatory**

(The same Format will be applicable for billing by APDCL in case of any energy supply from APDCL to the Generating Company.)

**ANNEXURE - 3**

**Single Line Diagram of the Plant**

## ANNEXURE – 4

### INTER CONNECTION FACILITIES PROVIDED BY THE GENERATING PLANT

ITEMS	PROVIDED	NOT PROVIDED
<b>LINE BAY/S</b>		
STRUCTURES		
BUS BARS, CLAMPS AND CONNECTORS		
GROUNDING GRID		
ISOLATORS		
CURRENT TRANSFORMERS		
CIRCUIT BREAKERS		
CONTROL CUBICLES		
CONTROL CABLING		
AC / DC POWER SUPPLY		
COMMUNICATION EQUIPMENT		
<b>SYNCHRONISATION &amp; PROTECTION FACILITIES</b>		
AUTOMATIC VOLTAGE REGULATOR		
AUTO SYNCHRONISATION UNIT		
CHECK SYNCHRONISATION RELAY		
<b>PROTECTION FOR INTERNAL FAULTS:</b>		
DIFFERENTIAL GENERATOR		
DIFFERENTIAL UNIT TRANSFORMER		
RESTRICTED EARTH FAULT		
STATOR EARTH FAULT		
ROTOR EARTH FAULT		
INTER-TURN FAULT		
OVER VOLTAGE		
LOSS OF EXCITATION		
UNDER VOLTAGE		
REVERSE POWER		
LOW FORWARD POWER RELAY		

**PROTECTION AGAINST GRID FAULTS:**

MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)

UNBALANCE (NEGATIVE PHASE SEQUENCE)

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

**ITEMS**

**PROVIDED**

**NOT PROVIDED**

OVERLOAD ALARM

OVERFLUXING RELAY

**PROTECTION AGAINST GRID DISTURBANCES:**

UNDER FREQUENCY

OVER FREQUENCY

POLE SLIP

**ANNEXURE - 5**

**BILL METER READINGS OF GENERATING GENERATING PLANT**

READING SHOULD BE TAKEN ON 1<sup>st</sup> WORKING DAY OF EVERY MONTH, AT 12.00 NOON.

**NAME OF THE GENERATING PLANT:**

**PLACE: TALUKA: DISTRICT: STATE:**

**C.T. RATIO AVAILABLE/CONNECTED:**

**P.T. RATIO AVAILABLE/CONNECTED:**

**SCALE FACTOR (IF ANY):**

**MULTIPLYING FACTOR (MF):**

**BILLING METER MAKE / NUMBER:**

**METER READINGS:**

**EXPORT METER READING**

**IMPORT METER READING**

**KWH**

**PREVIOUS  
READING**

**CURRENT  
READING**

**DIFFERENCE**

**DIFFERENCE X  
MULTIPLYING  
FACTOR**

<b>Authorised Signatory</b>	<b>Authorised Signatory</b>	<b>Authorised Signatory</b>
<b>EXECUTIVE ENGINEER</b>	<b>EXECUTIVE ENGINEER</b>	<b>AUTH. REPRESENTATIVE</b>
<b>TRANSMISSION</b>	<i>APDCL</i>	<b>GENERATING PLANT</b>

**DATE**

**NOTES:**

1. *APDCL /STU/other transmission licensee (delete whichever not applicable)* shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by *APDCL's* Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

**ANNEXURE - 6**

**CHECK METER READINGS OF GENERATING GENERATING PLANT**

**NAME OF THE GENERATING PLANT:**

**PLACE: TALUKA: DISTRICT: STATE:**

**C.T. RATIO AVAILABLE/CONNECTED:**

**P.T. RATIO AVAILABLE/CONNECTED:**

**SCALE FACTOR (IF ANY):**

**MULTIPLYING FACTOR (MF):**

**BILLING METER MAKE / NUMBER:**

**METER READINGS:**

**EXPORT METER READING**

**IMPORT METER READING**

**KWH**

**PREVIOUS  
READING**

**CURRENT  
READING**

**DIFFERENCE**

**DIFFERENCE X**

**MULTIPLYING  
FACTOR**

<b>Authorised Signatory</b>	<b>Authorised Signatory</b>	<b>Authorised Signatory</b>
<b>EXECUTIVE ENGINEER</b>	<b>EXECUTIVE ENGINEER</b>	<b>AUTH. REPRESENTATIVE</b>

<b>TRANSMISSION</b>	<i>APDCL</i>	<b>GENERATING PLANT</b>
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**DATE**

**NOTES:**

1. *APDCL /STU/other transmission licensee (delete whichever not applicable)* shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by *APDCL's* Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.



**DAILY GENERATION REPORT**

**Date:**

**Installed generation Capacity: .....MW**

**Active Power (KWh)**

<b>Time</b>	<b>Scheduled MW</b>	<b>Meter Reading</b>	<b>Difference x M.F.</b>
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

<b>TOTAL</b>			
--------------	--	--	--

**Summary of Active Power, KWh**

<b>Time</b>	<b>Scheduled</b>	<b>Meter Reading</b>	<b>Difference x M.F.</b>
<b>0600 - 2200 (Daily)</b> <b>2200 - 0600 (Daily)</b>			
<b>Cumulative for Month</b> <b>0600 - 2200</b> <b>2200 - 0600</b>			

**To:**

1. Concerned SLDC, *APDCL*.
2. Executive Engineer, Transmission, *APDCL*.

Authorised Representative of the Generating Plant



**ANNEXURE - 9**

**PLANNED & FORCED OUTAGE**

S. N.	Outage			RELAY OPERATED		REASON FOR TRIPPING			SYNCHRONIZATION		Total Time Lost		REMARKS
	Date	Time				Mech	Elect r	Othe	Date	Time	Hr.	Min	
		Hr.	Min							Hr.	Min		

Progressive Days:

Time Lost:

During Month & Year

Since First Commissioning

**To:**

1. Concerned SLDC, *APDCL*.

2. **Authorised Person/** Executive Engineer, STU/other Transmission Licensee/ *APDCL* (as the case may be)

AUTHORISED REPRESENTATIVE OF THE GENERATING PLANT