

**कार्यालय:- मुख्य विकास अधिकारी, उत्तरकाशी।**

पत्रांक : 193 / मु0सौ0स्व0योजना/ उरेडा उ0काशी/ 2024-25

दिनांक : 11 जुलाई, 2024

**परियोजना आवंटन पत्र।**

सेवा में,

श्रीमती कविता भंडारी पत्नी श्री प्रमोद भंडारी  
ग्राम व पोस्ट - जुणगा, वि0ख0 - दुण्डा, उत्तरकाशी  
मो0 नं0 - 82181 82709

विषय :-

**"मुख्यमंत्री सौर स्वरोजगार योजना" के अन्तर्गत 200 कि0वा0 क्षमता के सौर पावर प्लान्ट का आवंटन पत्र।**

महोदय,

उपरोक्त योजना के अन्तर्गत आपके online आवेदन के निर्धारित शर्तों के अनुसार परीक्षणोपरान्त उपयुक्त पाये जाने के दृष्टिगत 200 कि0वा0 क्षमता का सौर फोटोवोल्टाईक पावर प्लान्ट आपको निम्न शर्तों के आधार पर आवंटित किया जाता है।

क्र.सं.	मद	विवरण
01.	पंजीकरण संख्या	3093
02.	संयंत्र की क्षमता	200 KW
03.	निर्धारित विद्युत विक्रय दर	परियोजना की कमीशनिंग की तिथि के सापेक्ष मा0 उत्तराखण्ड विद्युत नियामक आयोग द्वारा निर्धारित दर वर्तमान में (रु0 4.64 प्रति यूनिट)
04.	प्रस्तावित स्थापना स्थल	ग्राम व पोस्ट - जुणगा, वि0 ख0 - दुण्डा, जनपद - उत्तरकाशी।
05.	संयंत्र की कमीशनिंग हेतु निर्धारित अन्तिम तिथि	परियोजना आवंटन तिथि से 12 माह के अन्तर्गत
06.	संयंत्र से उत्पादित विद्युत के क्रय की अवधि	संयंत्र की कमीशनिंग तिथि से 25 वर्षों तक

- योजना हेतु शासन द्वारा जारी अधिसूचना सं0 697/1-1/2020-03/02/2020 दिनांक 22 सितम्बर 2020, संशोधित शासनादेश सं0 72/1-1/2021-03/02/2020 TC दिनांक 25 जनवरी 2021 एवं 385/1-1/2023-03/02/2020 दिनांक 13 मार्च 2023 एवं पत्र सं0 1058/1-1/2023-03/02/2020 (F-File No. 30740) दिनांक 06 जुलाई, 2023 से आवंटी भलीभांति भिन्न है।
- उक्त निर्गत परियोजना आवंटन पत्र (LOA) की तिथि से आवंटी द्वारा 30 दिवस के अन्तर्गत Contract Performance Gurantee (50 किलो वॉट हेतु 25,000/- 100 किलो वॉट हेतु रु0 50,000/- एवं 200 किलो वॉट हेतु रु0 1,00,000/-) उरेडा परियोजना कार्यालय पर FD/CDR/TRDR के रूप में जिसकी वैधता न्यूनतम 2 वर्ष हो, जमा की जानी होगी। उक्तानुसार CPG 30 दिवस में जमा न होने पर आवंटन निरस्त कर दिया जाएगा। परियोजना स्थापना एवं कमीशनिंग परियोजना आवंटन पत्र (LOA) से 12 माह के अन्तर्गत की जानी अनिवार्य होगी। उक्तानुसार स्थापना 12 माह के अन्तर्गत न होने पर आवंटन निरस्त कर CPG जब्त कर ली जाएगी।
- कृपया इस आवंटन पत्र की प्रति के 10 दिवस के अन्तर्गत उत्तराखण्ड पावर कारपोरेशन लिमिटेड के कार्यालय में सम्पर्क कर पावर परचेज एग्रीमेन्ट (PPA) हस्ताक्षरित करें।
- पावर परचेज एग्रीमेन्ट तथा आवंटित सौर पावर प्लान्ट की स्थापना हेतु सूचीबद्ध फर्म को जारी कार्यादेश/कार्यादेश से सम्बन्धित अभिलेख की प्रति उरेडा कार्यालय को अभिलेखार्थ उपलब्ध कराये।
- सौर पावर प्लान्ट के ग्रिड संयोजन, विद्युत उत्पादन, स्थापना/कमीशनिंग आदि से सम्बन्धित तकनीकी मानक मा0 उत्तराखण्ड विद्युत नियामक आयोग (UERC) द्वारा निर्धारित रेग्यूलेशन के अनुसार पूर्ण कराये जाने अनिवार्य होंगे।



06. मा0 उत्तराखण्ड विद्युत नियामक आयोग (UERC) द्वारा स्थापना/कमिशनिंग हेतु निम्नवत शर्तें/मानक निर्धारित हैं जो कि निम्नवत हैं :-

- (a) Installation of Energy Meter as certified by the concerned Executive Engineer of the Distribution Licensee.
- (b) Project Completion Report as verified by UREDA, the State Nodal Agency.
- (c) Issuance of clearance Certificate by the Electrical Inspector.
- (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in KW or MW at the time of inspection for initial commissioning

(Provided that minimum 75% Performance Ratio based on the rated installed capacity in KW or MW is demonstrated Within Three Months from the date of first inspection of power into Licensee's grid on compliance of aforesaid pre-requisites.)

07. आवेदक द्वारा सोलर पावर प्लान्ट की स्थापना नवीन एवं नवीकरणीय ऊर्जा मंत्रालय भारत सरकार (एम0एन0आर0ई0) द्वारा तकनीकी मापदण्डों के अनुरूप पूर्ण करायी जानी अनिवार्य होगी।
08. सम्बन्धित आवंटी/विकासकर्ता द्वारा Commercial Operation Date (COD) की तिथि अनुसार ही मा0 उत्तराखण्ड विद्युत नियामक आयोग (UERC) द्वारा निर्धारित टैरिफ पर विद्युत कय यू0पी0सी0एल0 द्वारा किया जाएगा।
09. संयंत्र की स्थापना के उपरान्त दैवीय आपदा अथवा ऐसे अन्य कारणों से सम्भावित क्षतिपूर्ति हेतु आवंटी द्वारा संयंत्र का बीमा अपने व्यय पर स्वयं कराया जाना होगा।
10. आवंटी द्वारा प्रभावी MSME पॉलिसी के अन्तर्गत लाभ लिये जाने हेतु इस योजना के अन्तर्गत केवल आवंटी द्वारा प्रोपराइटरशिप के रूप में आवेदन किया जाना होगा। अन्य किसी विकल्प पार्टनरशिप फर्म, कम्पनी, ट्रस्ट अथवा सोसाइटी के रूप में इस योजना के अन्तर्गत स्थापना अनुमन्य नहीं होगी।
11. इस योजना में 01 परिवार से केवल 01 ही आवेदक को 01 ही सोलर पावर प्लान्ट आवंटित किया जाना है, यदि बिना उरेडा अभिकरण के किसी भी समय एक ही परिवार को दो संयंत्र आवंटन का तथ्य गलत पाया जाता है तो उरेडा द्वारा आवंटन को निरस्त कर जमा सिक्यूरिटी (CPG) जब्त कर ली जाएगी।
12. परियोजना की कमिशनिंग (सी0ओ0डी0) से परियोजना अवधि (25 वर्षों) तक, स्थापित सोलर पावर प्लान्ट का स्वामित्व परिवार के अन्य पात्र सदस्य के अतिरिक्त किसी अन्य हो हस्तान्तरित किया जाना मान्य नहीं होगा।
13. स्पष्ट करना है कि उरेडा की भूमिका मात्र सौर ऊर्जा संयंत्र की स्थापना के लिए आवंटी को सुविधा प्रदान करना है। उरेडा इस योजना के लिए धन की व्यवस्था करने या जारी करने में सम्मिलित नहीं है। किसी भी स्तर पर आवंटी एवं फर्म के मध्य उत्पन्न होने वाले किसी भी प्रकार (अनुबन्ध/करार, कार्यादेश, भुगतान, वाद-विवाद आदि) के विवाद के मामले में उरेडा वित्तीय, कानूनी या किसी अन्य प्रकार से उत्तरदायी/जिम्मेदार नहीं होगा।
14. स्पष्ट करना है कि आवंटित सोलर पावर प्लान्ट हेतु उद्योग विभाग, उत्तराखण्ड शासन द्वारा जारी MSME Policy-2023 के अन्तर्गत अनुमन्य प्रोत्साहन एवं लाभ आदि प्राप्त करने हेतु परियोजना आवंटन पत्र प्राप्त होने के उपरान्त <https://investuttarakhand.uk.gov.in> पर In-Principal approval (Common Application Form) प्राप्त करना आवश्यक होगा। अन्यथा की दशा में MSME Policy-2023 में निहित प्रोत्साहन एवं लाभ प्राप्त नहीं होंगे।

अतः उपरोक्तानुसार शर्तों का अनुपालन कराते हुए "मुख्यमंत्री सौर स्वरोजगार योजना" के अन्तर्गत सोलर पावर प्लान्ट संयंत्र स्थापित कराने का कष्ट करें।



(जय किशन)

IAS

मुख्य विकास अधिकारी,  
उत्तरकाशी।





IN-UK36731345756457W

## INDIA NON JUDICIAL

## Government of Uttarakhand

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Certificate Issued Date : 06-Aug-2024 10:43 AM  
Account Reference : NONACC (SV)/ uk1314404/ UTTARKASHI/ UK-UT  
Unique Doc. Reference : SUBIN-UKUK131440480367451386272W  
Purchased by : KAVITA BHANDARI  
Description of Document : Article Miscellaneous  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UPCL UTTARKASHI  
Second Party : KAVITA BHANDARI  
Stamp Duty Paid By : KAVITA BHANDARI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Kavita Bhandari

Draft  
POWER PURCHASE AGREEMENT  
BETWEENUttarakhand Power Corporation Limited  
AND  
Smt. Kavita Bhandari

ASHISH KANA  
E-Stamp Vendor  
Collocrate Uttarkashi

THIS AGREEMENT is made this 06st day of August, 2024(herein after called the Effective Date), between Smt. Kavita Bhandari, W/O Pramod Bhandari Vill- Junga, Teh- Dunda, Uttarkashi, hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and Uttarakhand Power Corporation Limited a Company registered under the Companies Act, 1956, having its Registered Office at V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun, hereinafter called "UPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

Kavita Bhandari

Extractive Stamp  
Uttarakhand Power Corporation Limited



WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at Village- Junga, Po- Dunda, Uttarkashi, in the state of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof.

AND WHEREAS, UPCL is a distribution licensee operating in the State of Uttarakhand, and has license to supply power in entire State

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of 200 Kw... situated at Village- Junga, Teh- Dunda, Uttarkashi, Uttarakhand.

AND WHEREAS, the Solar Photovoltaic Power Plant desires to sell entire/surplus . 200 Kw.. energy scheduled to be generated in the Solar Photovoltaic Power Plant's facility.

And

UPCL agrees to purchase entire/surplus . 200 Kw.... energy generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth herein, and

"WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it's auxiliaries from UPCL in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPCL agrees to supply such power to plant as per Regulation 49 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 as amended from time to time," and

This agreement is being signed as per Model PPA approved by Hon'ble UERC vide Order dated 02-02-2021. Subsequently, this PPA will be sent to Hon'ble UERC for approval and any changes suggested by UERC will be incorporated in the PPA being executed now.

WHEREAS 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, other transmission licensee and State Load Dispatch Centre; and

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. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 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 'Main Meter' means Import and Export Meter on the basis of which energy accounting and billing of electricity shall be done by the Solar Photovoltaic Power Plant/UPCL

1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Main Meter.

1.3 'CoD' means date of commissioning of Solar PV plant shall be considered as the date of first injection of power into the licensee's grid after completion of the project in all respect subsequent to compliance of initial three prerequisites, i.e.

(i) Installation of energy meter as certified by the concerned Executive engineer of the distribution licensee;

(ii) Project completion report as verified by UREDA and

(iii) Issuance of Clearance Certificate by the Electrical Inspector

Provided that minimum 75% Performance Ratio based on the rated installed capacity in kW or MW is demonstrated within Three months from the date of first injection of power into licensee's grid on compliance of aforesaid three pre-requisites

*P. S. Chandra*

*[Signature]*



- 1.4 'Export Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy exported from the Solar Photovoltaic Power Plant to 33/11 KV Substation S/S Kalyani, Uttarkashi, Uttarakhand.
- 1.5 'Energy Account Month' means period from 00 hrs of 1<sup>st</sup> day to 24 hrs of last day of the billing month to UPCL.
- 1.6 'Sub Station' means 33/11 KV Substation . Kalyani, Uttarkashi..., Uttarakhand owned maintained and operated by UPCL.
- 1.7 'Import Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy imported by the Solar Photovoltaic Solar Photovoltaic Power Plant from 33/11 KV Substation Kalyani, Uttarkashi..., Uttarakhand.
- 1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to sale of power by the Solar Photovoltaic Power Plant to UPCL.
- 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.
- 1.10 'TOI' means "Time of day", for the purpose of Metering.
- 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.
- 1.12 '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.
- 1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 as amended from time to time as amended from time to time.
- 1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2016 specified under clause(h) of subsection (1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.
- 1.15 'Distribution Code' means the Uttarakhand Electricity Regulatory Commission (Distribution Code) Regulations, 2018 as amended from time to time.
- 1.16 'Inter-connection Point" in respect of all the RE based generating stations, except GRPV/GSPV, shall mean interface point of line isolator on outgoing feeder on HV side of generator transformer in the switching yard of renewable energy generating facility with the transmission system or distribution system.
- 1.17 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).
- 1.18 'UREDA' means Uttarakhand Renewable Energy Development Agency.
- 1.19 'Due Date' shall mean the thirtieth (30th) day after a Monthly Bill or a Supplementary Bill is faxed/mailed/handed over to the Buyer and confirmed telephonically by the Buyer and by which date such Monthly Bill or Supplementary Bill is payable by Buyer.

## 2. POWER PURCHASE AND SALE

- 2.1 UPCL shall accept and purchase entire/surplus ..200 KW..... of power made available to UPCL system from Solar Photovoltaic Power Plant @ Rs. 4.64 (Gross Tariff) as allowed by Hon'ble UERC vide its Order dated 16-08-2023 and as intimated by UREDA vide letter no. 501/पुरोसोत्साह योजना/उरेडा उदकाशी/2023-24 dated 29/11/2023 (Annexure-IX). Above rate of sale of Power shall be applicable only if the Solar Photovoltaic Power Plant commissions its plant on or before 31<sup>st</sup> March 2026 in accordance with the Order dated 16-08-2023 passed by Hon'ble Commission. However, if the plant is commissioned after 31<sup>st</sup> March 2026, the rate of sale of power would be as determined by the UERC for the year of commissioning if such rates are lower than the tariff agreed to in the PPA otherwise tariff agreed in this PPA shall continue.

*(Signature)*

*(Signature)*  
 Director  
 Uttarakhand  
 Electricity Regulatory Commission



- 2.2 If Solar Photovoltaic Power Plant opts to construct evacuation infrastructure the clause 16(1)(c) of RE Regulation 2023 shall be applied.
- 2.3 The supply of electricity by UPCL to Solar Photovoltaic Power Plant, in case Solar Photovoltaic Power Plant's plant is not in a position to generate electricity to meet the requirement of its own use or for start-up and consequently power is required to be drawn from UPCL, shall be as per Regulation 49 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 as amended from time to time.
- 2.4 The Solar Photovoltaic Power Plant and UPCL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.
- 2.5 The Project developed on conventional solar PV technology should have a minimum CUF of 12% in any given contract year. In case the Solar Photovoltaic Power Plant fails to supply energy pertaining to minimum CUF in a contract year then the Solar Photovoltaic Power Plant shall pay a penalty equal to 10% of the project tariff to UPCL, for such shortfall in units.  
Further if the Solar Photovoltaic Power Plant achieves the CUF greater than 22% for Solar PV in any given contract year, the applicable Tariff shall be 50% of the project tariff for such additional generated power above 22% CUF from the Solar Photovoltaic Power Plant.

### 3. MAINTENANCE REQUIREMENT OF THE SOLAR PHOTOVOLTAIC POWER PLANT

- 3.1 The Solar Photovoltaic Power Plant's annual maintenance schedule shall normally be in the month of July every year. The Solar Photovoltaic Power Plant shall inform in writing to UPCL regarding the maintenance schedule in accordance with provisions of the SGC as revised by the Commission from time to time at least one month in advance.
- 3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the Solar Photovoltaic Power Plant/owner.

### 4. SUPPLY SCHEDULE

The Solar Photovoltaic Power Plant shall furnish to UPCL and the State Load Despatch Centre (SLDC), a month-wise Supply Schedule and other information, as required in the Regulations and SGC as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

### 5. BILLING PROCEDURE AND PAYMENTS

- 5.1 The Solar Photovoltaic Power Plant shall raise monthly bill as per RE Regulation 2023, based on the monthly Joint Meter Reading with help of MRI of the Main Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL of the concerned division within 3 days after the meter reading is taken and where either of the authorised officer is not available during these three days signature of one officer should suffice with load survey data of previous 35 days raised by the Solar Photovoltaic Power Plant shall be delivered to UPCL at office of Executive Engineer, Electricity Distribution Division, Uttarkashi on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.
- 5.3 Executive Engineer, Electricity Distribution Division, Uttarkashi shall make full payment through letter of credit or any other mode against such Monthly bills to the Solar Photovoltaic Power Plant from the date of the receipt of original monthly bill.

*Subscribed*

*For UPCL*  
*Executive Engineer*  
*Electricity Distribution Division*  
*Uttarkashi*



alongwith complete documents mentioned in 5.1. & 5.2 with following rebate options:-

No. of days from the date of presentation of bill within which payment is credited in generating company account	Applicable Rebate (%)
Within 7 days	1.65
From 8th day to 15th day	1.50
From 16th day to 23rd day	1.35
From 24th day to 30th day	1.25

- 5.4 For default in payment beyond 45 days from the billing, a surcharge at the rate of 1.25(%) percent per month or part thereof shall be levied on the billed amount.
- 5.5 The bills raised by the Solar Photovoltaic Power Plant shall be paid in full subject to the conditions that:-
- There is no apparent arithmetical error in the bill(s).
  - The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Solar Photovoltaic Power Plant, UPCL shall file a written objection with the Solar Photovoltaic Power Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against each item. The Solar Photovoltaic Power Plant shall resolve the above with UPCL within 30 working days.
- 5.7 In case, the dispute is not resolved within 30 working days as provided in para 5.6 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then UPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/ shortfall with respect to the said disputed amount on final award of arbitration shall be paid/ adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Solar Photovoltaic Power Plant to UPCL.
- 5.8 **PAYMENT SECURITY MECHANISM (Letter of Credit):**
- UPCL will open a Letter of Credit (LC) with a public sector scheduled bank at least one month prior to the commencement of power supply from the Solar Photovoltaic Power Plant which would be exercised by the Solar Photovoltaic Power Plant only in case of default in the payments by the UPCL beyond due date. All the bank charges for opening/maintaining LC shall be borne by the UPCL.
  - The LC shall be kept valid at all the time during the validity of this Agreement. The amount of LC shall be reviewed annually.
  - The amount of LC during the first year of commercial operation of the station shall be for an amount equivalent to 105% of average monthly energy bill based on the Tariff & CUF determined in UERC RE, Regulation 2018 as amended from time to time:-

**Illustration:**

Capacity of the Plant	-	100 KW
CUF (constant)	-	12%
Tariff	-	Rs. 3.30/kwh
Energy in a Year	-	$100 \times 0.12 \times 24 \times 365 = 1,05,120 \text{ KWH}$
Amount of LC	-	$\{[105120 \times (3.30)] / 12\} \times 105\%$ = Rs. 50,553.00

*P. S. D. S.*



- (d) However, after lapse of first year of commercial operation of the station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months.
- (e) In case of payment through LC, the Generators shall present bill(s) to the said Bankers with a copy to the UPCL. The bill(s) so presented by the generator to the said Bankers shall be promptly paid on their presentation.

## 6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, in writing, the Distribution Licensee shall allow the Solar Photovoltaic Power Plant to interconnect and operate its Generating Plant in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Solar Photovoltaic Power Plant.
- 6.2 The Solar Photovoltaic Power Plant shall be allowed connectivity at 33/11 KV Substation, S/S Kalyani, Uttarkashi, Uttarakhand with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Solar Photovoltaic Power Plant, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.
- 6.3 The Solar Photovoltaic Power Plant shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.
- 6.4 The Solar Photovoltaic Power Plant shall operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant technical standards and specifications.

## 7. GENERATION FACILITIES OWNED AND OPERATED BY THE SOLAR PHOTOVOLTAIC POWER PLANT

- 7.1 The Solar Photovoltaic Power Plant shall own, install, operate, and maintain the Solar Photovoltaic Power Plant equipments and associated dedicated transmission line described in Annexure I. The Solar Photovoltaic Power Plant shall follow such operating procedures on its side of the electric interconnection with UPCL system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the SGC, and other related guidelines, if any, issued by UERC, SLDC and UPCL.
- 7.2 All electrical equipments shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.
- 7.3 The Solar Photovoltaic Power Plant further agrees to make no material changes or additions to, its facility, which may have an adverse effect on UPCL system or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPCL's prior written consent. UPCL agrees that such consent shall not be unreasonably withheld or given.
- 7.4 Without prejudice to the foregoing, the Solar Photovoltaic Power Plant shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Solar Photovoltaic Power Plant's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.
- 7.5 UPCL shall follow such operating procedures on its side of the electric interconnection point with the Solar Photovoltaic Power Plant, as required to receive power from the Solar Photovoltaic Power Plant's facility, without avoidable interruptions or adverse consequences on the Solar Photovoltaic Power Plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

## 8. INTERCONNECTION FACILITIES

*P. Pandey*



8.1 Interconnection Facilities means all the facilities which shall include 33/11 KV Substation, S/S Kalyani, Uttarkashi, Uttarakhand, owned, maintained and operated by UPCL without limitations, switching equipment, communication, protection, control, meters and metering devices etc., for the incoming bay(s) for the Project Line(s) to be installed and maintained by Solar Photovoltaic Power Plant/UPCL at the cost to be borne by the Solar Photovoltaic Power Plant/UPCL, to enable the evacuation of electrical output from the project in accordance with the Agreement and UERC RE Regulation 2023 as applicable. Interconnection facility is subject to the feasibility of the connection at the respective Sub-Station provided by Executive Engineer, Concerned Division.

In case of change of location of the Solar Photovoltaic Power Plant, the Solar Photovoltaic Power Plant shall inform within 15 days of finalization of land for the plant in writing to the office of Executive Engineer, EDD, UPCL, subsequently UPCL shall provide feasibility report for the new location within 30 days.

8.2 Power from the Solar Photovoltaic Power Plant shall be transmitted at 0.4/11 kV voltage through nearest feasible LT/HT Line connected to the 33/11 KV Substation S/S Kalyani, Uttarkashi, Uttarakhand owned, maintained and operated by UPCL.

8.3 If the Solar Photovoltaic Power Plant opts to construct evacuation system including the line upto the nearest sub-station of the UPCL, the cost of laying the transmission line up-to the 33/11 kV Substation, S/S Kalyani, Uttarkashi, Uttarakhand owned, maintained and operated by UPCL, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 43 (3) of UERC Regulation 2023 by the owner.

8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 43 (1) of UERC Regulation 2023.

8.5 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such Solar Photovoltaic Power Plant and maintenance of the terminal equipment(s) at the 33/11 KV Substation, S/S Kalyani, Uttarkashi, Uttarakhand, shall be as per clause 44 of UERC Regulation 2023.

8.6 Any work to be done by the Solar Photovoltaic Power Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL which has to approve or otherwise shall be conveyed to the Solar Photovoltaic Power Plant within 30 days by UPCL and in compliance with the safety requirements as per the SGC. On the completion of work, final approval shall be obtained from UPCL before charging the line. The Solar Photovoltaic Power Plant shall obtain all statutory clearances/approvals required for this purpose.

8.7 The Solar Photovoltaic Power Plant shall consult UPCL on the scheme of protection of the interconnecting line(s) and the facilities at both ends and accordingly provide the equipment at both ends. The protection system, installed by the Solar Photovoltaic Power Plant, shall be tested by UPCL.

8.8 Without limiting the foregoing, the Solar Photovoltaic Power Plant and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, State Distribution Code Regulations, CEA (Safety requirements for Construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, CEA (Technical Standards for construction of Electric Plants and Electric Lines) Regulations, 2010, CEA (Technical Standard for Connectivity in the Grid) Regulations, 2007 & CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 read with their amendments issued from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 55 of the Indian Electricity Act, 2003.

8.9 The interconnection facilities, to be provided by the Solar Photovoltaic Power Plant are set forth in Annexure IV attached hereto and made a part hereof.

## 9. PROTECTIVE EQUIPMENT & INTERLOCKING

*(Signature)*

*(Signature)*  
UPCL



9.1 The Solar Photovoltaic Power Plant shall install, at its own cost, interconnection facilities that include necessary protective equipments and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the Solar Photovoltaic Power Plants or in the bus of the Solar Photovoltaic Power Plant shall not adversely reflect on or affect UPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Solar Photovoltaic Power Plant's breaker trips first to protect the equipment. Prior to adopting it the Solar Photovoltaic Power Plant shall obtain approval of UPCL for the protection logic of the Solar Photovoltaic Power Plant system and the synchronization scheme.

#### 10. TECHNICAL ASSISTANCE BY UPCL & SOLAR PHOTOVOLTAIC POWER PLANT'S RESPONSIBILITY

10.1 On request, UPCL shall provide reasonable technical assistance to the Solar Photovoltaic Power Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Solar Photovoltaic Power Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Solar Photovoltaic Power Plant's premises.

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

#### 11. ARRANGEMENTS AT THE POINT OF SUPPLY

The Solar Photovoltaic Power Plant shall make all arrangements for paralleling the set(s) with UPCL's grid in consultation with and to the satisfaction of UPCL, subject to the approval of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

#### 12. SYNCHRONISATION

12.1 The Solar Photovoltaic Power Plant shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the Nodal Officer of UPCL (Executive Engineer, Electricity Distribution Division, Uttarkashi) with the copy to the CE (Comm.), Gabar Singh Bhawan, Dehradun, UPCL. The authorized representative of the Solar Photovoltaic Power Plant and the Nodal Officer of UPCL shall inspect the unit which the Solar Photovoltaic Power Plant intends to synchronize to the Grid System within Seven days after being notified in writing by the Solar Photovoltaic Power Plant about the readiness of the unit for the synchronization with the grid.

12.2 The Solar Photovoltaic Power Plant shall synchronize its power generating set in consultation with the Executive Engineer, Electricity Distribution Division, Uttarkashi, in-charge of the 33/11 KV Substation .. S/S Kalyani, Uttarkashi, Uttarakhand of UPCL and as per provisions of the SGC as amended from time to time.

12.3 UPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Solar Photovoltaic Power Plant due to failure of the synchronizing or the protective system provided by the Solar Photovoltaic Power Plant.

#### 13. LIASON WITH & ASSISTANCE FROM UPCL

The Solar Photovoltaic Power Plant shall closely liaise with the Nodal Officer (Executive Engineer, Electricity Distribution Division, Uttarkashi) of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer, Electricity Distribution Division, Uttarkashi) of UPCL, 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 Solar Photovoltaic Power Plant, UPCL shall extend assistance for testing, subject to the condition that the Solar Photovoltaic Power Plant shall pay the charges for

*Ph. Verma*

Executive Engineer  
Electricity Distribution Division  
Uttarkashi



such assistance to UPCL, if so indicated by the concerned Testing Division of UPCL in accordance with the Regulation. The Solar Photovoltaic Power Plant shall conduct Commissioning tests in presence of designated officials of UPCL and submit the testing results to UPCL and UERC.

#### 14. METERING

- 14.1 The Solar Photovoltaic Power Plant shall supply two identical sets of IAMB and MRI compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Solar Photovoltaic Power Plant, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. One set of export/import meters shall be termed as Main Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006 or its subsequent amendment thereof.
- 14.2 The Solar Photovoltaic Power Plant shall bear the cost of installing new/additional meter/metering system.
- 14.3 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 14.4 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
- 14.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant so elects, at least once 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.
- 14.6 UPCL's designated representative and the representative of the Solar Photovoltaic Power Plant 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 UPCL and the Solar Photovoltaic Power Plant.
- 14.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
- 14.9 Meter readings shall be taken jointly by parties as indicated below:-
- I. UPCL side-Executive Engineer, Electricity Distribution Division, Uttarkashi.
  - II. Solar Photovoltaic Power Plant side - Authorized representative of the Solar Photovoltaic Power Plant.
- 14.10 The reading/MRI report of the Main Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Main Meter reading is within 0.40 % (point four percent) of the Main Meter reading.
- 14.11 If in any month the consumption of the Main Meter and Check Meter are found to be doubtful or beyond the permissible 0.40 % (point four percent) 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.
- 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic

*R. Sharma*



Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause would be required to make available with the Solar Photovoltaic Power Plant at all times.

14.13 If the Main Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Main Meter would be re-calibrated and re-installed or replaced by UPCL 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 Main Meter, Monthly energy account would be prepared on the basis of the Main 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 inaccuracy discovered in the testing. The M.R.L. document from the meters shall be considered as authentic document for verification.

14.14 Metering at generating terminal of each unit of the Solar Photovoltaic Power Plant shall be ensured as per the guidelines of the CEA.

## 15. ACCEPTANCE AND APPROVAL OF UPCL

UPCL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the Solar Photovoltaic Power Plant within 30 days and shall be based on UPCL's existing policies and practices.

## 16. DEEMED GENERATION

As per Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 as amended from time to time.

## 17. CONTINUITY OF SERVICE

17.1 The supply of electricity by the Solar Photovoltaic Power Plant shall be governed by instructions from the State load dispatch centre, as per the provisions of the SGC as amended from time to time. However, UPCL may require the Solar Photovoltaic Power Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-

- a. Repair and/or Replacement and/or Removal of UPCL's equipment or any part of its system that is associated with the Solar Photovoltaic Power Plant's facility; and/or
- b. Endangerment of Safety: If UPCL determines that the continued operation of the facility may endanger the safety of UPCL's personnel or integrity of UPCL's electric system, or have an adverse effect on the provision of electricity to UPCL's other consumers/customers; and/or
- c. Force Majeure Conditions as defined in para 26 below

17.2 Before disconnecting the Solar Photovoltaic Power Plant from UPCL's system, UPCL shall, except in the case of an emergent situation, give advance intimation to the Solar Photovoltaic Power 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, UPCL shall immediately notify the Solar Photovoltaic Power Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPCL shall not be obligated to accept or pay for any power from the Solar Photovoltaic Power Plant.

17.3 In any such event as described above, UPCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

17.4 UPCL shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Solar Photovoltaic Power Plant's operations. Where the scheduling of such an event during the Solar Photovoltaic Power Plant's operations

*P. Khanna*

Uttarakhand Electricity Regulatory Commission  
Chairman  
Secretary  
Members



cannot be avoided, UPCL shall provide the Solar Photovoltaic Power Plant with fifteen days advance notice in writing to enable the Solar Photovoltaic Power Plant to cease delivery of power to UPCL at the scheduled time.

- 17.5 In order to allow the Solar Photovoltaic Power Plant's facility to remain on-line and to minimize interruptions to Solar Photovoltaic Power Plant operations, the Solar Photovoltaic Power Plant may provide automatic equipment that will isolate the Solar Photovoltaic Power Plant's facility from UPCL system during major system disturbances.

**18. DAILY/MONTHLY/ANNUAL REPORT**

The Solar Photovoltaic Power Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the SGC as amended from time to time and under the Regulations or as desired by the UPCL.

**19. CLEARANCES, PERMITS AND LICENSES**

The Solar Photovoltaic Power Plant shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Solar Photovoltaic Power Plant's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. UPCL shall provide reasonable assistance, including permissions, approvals and clearances, to the Solar Photovoltaic Power Plant if so requested by the Solar Photovoltaic Power Plant.

**20. DURATION**

20.1 Unless terminated by default described in clause 21 below, this agreement shall be valid till the expiry of 25 years from the date of commercial operation of the project.

20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Solar Photovoltaic Power Plant and UPCL on expiry of initial term described at 20.1 above.

20.3 UPCL reserves the first right of purchase after the expiry of initial term of PPA.

**21. 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 Solar Photovoltaic Power Plant

- a. Failure on the part of the Solar Photovoltaic Power Plant to use reasonable diligence in operating, maintaining, or repairing the Solar Photovoltaic Power Plant's facility, such that the safety of persons and property, UPCL's equipment, or UPCL's service to others is adversely affected; or
- b. Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or
- c. Abandonment of its interconnection facilities by the Solar Photovoltaic Power Plant or the discontinuance by the Solar Photovoltaic Power Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or
- d. Failure by the Solar Photovoltaic Power Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
- e. Failure by the Solar Photovoltaic Power Plant to pay UPCL 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 UPCL:

- a. Failure to pay to the Solar Photovoltaic Power Plant any amount payable and due under this agreement within sixty (60) working days of the

*(Signature)*

*(Signature)*



receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or

- b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's 33/11 KV Substation, S/S Kalyani, Uttarkashi, Uttarakhand, such that the safety of persons or property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or
- c. Failure or refusal by UPCL to perform its material obligations under this agreement; or
- d. Abandonment of its interconnection facilities by UPCL or the discontinuance by UPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Solar Photovoltaic Power Plant.
- 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 by including nonpayment of bills 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.

21.3 Failure by either UPCL or the Solar Photovoltaic Power Plant 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 UERC.

21.4 UPCL reserves the right to terminate this agreement upon one months notice to the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure 1.

## 22. COMMUNICATION

In order to have effective co-ordination between UPCL and the Solar Photovoltaic Power Plant, a designated official shall be kept on duty round the clock by the Solar Photovoltaic Power Plant and UPCL in their respective premises, with information to each other about the name, location, 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 Solar Photovoltaic Power Plant shall provide reliable and effective communication through wireless/hotline etc., between the Solar Photovoltaic Power Plant & the interconnecting substation of UPCL and between the Solar Photovoltaic Power Plant and the SLDC. The Solar Photovoltaic Power Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPCL and also for AMR facility.

## 23. DISPUTES AND ARBITRATION

In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a. Executive Engineer, Electricity Distribution Division, Uttarkashi, on behalf of UPCL, and the authorized representative of the Solar Photovoltaic Power Plant would be empowered to indicate explicitly the nature and material particulars of the dispute/ dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the UPCL's Superintending Engineer, Electricity Distribution Circle, New Tehri, under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the Superintending Engineer, Electricity Distribution Circle, New Tehri, of UPCL in which the Solar Photovoltaic Power Plant is located, shall be required to personally meet the authorized representative

*R. Khandaui*



of the Solar Photovoltaic Power Plant and the Executive Engineer, Electricity Distribution Division, Uttarkashi, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.

- c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPCL's Chief Engineer, (Commercial), UPCL, V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun with information to the Chief Executive of the Solar Photovoltaic Power Plant. Within 15 days of receipt of such notice, the Chief Engineer, (Commercial) and the Chief Executive of the Solar Photovoltaic Power Plant would be required to meet at the former's office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (Forty-Five) days from the initial date of receipt of the notice by the Superintending Engineer, EDC, New Tehri.
- d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

## 24. INDEMNIFICATION

24.1 The Solar Photovoltaic Power Plant shall indemnify, defend, and render harm free, UPCL, 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 Solar Photovoltaic Power Plant) and/or for injury to or death of any person (including the Solar Photovoltaic Power 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 Solar Photovoltaic Power Plant.

24.2 UPCL shall indemnify, defend, and render harm free, Solar Photovoltaic Power Plant, 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 UPCL) and/or injury to or death of any person (including UPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPCL.

## 25. ASSIGNMENT

This Agreement may not be assigned by either UPCL or the Solar Photovoltaic Power Plant 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. FORCE MAJEURE

26.1 Force Majeure Event means, with respect to any party, any event or circumstance which is not within the reasonable control of, or due to an act or omission of, that party and which, by the exercise of reasonable care and due diligence, that party is not able to prevent, including, without limiting the generality of the foregoing:

*R. Mondal*



- i Acts of God like lightning, landslide, storm, action of the elements, earthquakes, flood, drought and natural disaster or exceptionally adverse weather conditions;
- ii Any act of public enemy, wars (declared or undeclared), blockades, embargo, insurrections, riots, revolution, sabotage, terrorist or military action, vandalism and civil disturbance;
- iii Unavoidable accident, fire, explosion, radioactive contamination and toxic dangerous chemical contamination;
- iv Any shutdown or interruption of the grid, which is required or directed by the State or Central Government or by the Commission or the State Load Despatch Centre; and any shut down or interruption, which is required to avoid serious and immediate risks of a significant plant or equipment failure.

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. 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. LIABILITY AND DEDICATION

28.1 Nothing in this agreement shall create any duty, standard of care, or liability to discharge 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 UPCL as a public utility or constitute the Solar Photovoltaic Power Plant or the Solar Photovoltaic Power Plant's facility as a public utility.

## 29. NODAL AGENCY

UREDA shall act as a nodal agency for implementing this Agreement.

## 30. 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 UERC.

## 31. 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. 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:

*Phibon-Aut*



UPCL  
Chief Engineer (Commercial),  
Uttarakhand Power Corporation Limited,  
V.C.V. Gahar Singh Bhawan, Kanwali Road,  
Dehradun - 248001,  
Uttarakhand.

**SOLAR PHOTOVOLTAIC POWER PLANT:**

Smt. Kavita Bhandari ,  
W/o Sh Pramod Bhandari,  
Vill- Junga, Teh- Dunda,  
Uttarkashi  
Pin code-249152

Notice delivered personally shall be deemed to have been given when it is delivered at the office of, the Solar Photovoltaic Power Plant's or to the office of the Chief Engineer (Commercial), UPCL, as the case may be 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. EFFECT OF SECTION AND ANNEXURE HEADINGS**

The headings or titles of the various sections and annexure hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

**34. NON-WAIVER**

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

**35. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

**36. ENTIRE AGREEMENT**

This agreement constitutes the entire understanding and agreement between the parties.

**37. GOVERNING LAW**

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

**38. NO PARTY DEEMED DRAFTER**

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPCL and the Solar Photovoltaic Power Plant acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

**39. APPROVALS**



  
Executive Engineer  
Electricity Division  
Uttarakhand  
Dehradun



Wherever approvals from either UPCL or the Solar Photovoltaic Power Plant are required in this Agreement it is understood that such approvals shall not be unreasonably withheld.

40. NODAL OFFICER OF UPCL

The nodal officer on behalf of UPCL shall be Executive Engineer, Electricity Distribution Division, Uttarkashi.

41. ANNEXURES

ANNEXURES I to IX WOULD FORM PART OF THIS AGREEMENT.

42. STANDARD FOR DECISION MAKING

42.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Solar Photovoltaic Power Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

42.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

IN WITNESS:

WHERE OF, UPCL and the Solar Photovoltaic Power Plant have executed this agreement as of the 06st day of August in the year 2023.

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name: Geeta

Designation: Plant owner

M/s . Kavita Bhandari ,

M/s . Kavita Bhandari ,

W/o Sh Pramod Bhandari. Vill- Junga,

Teh- Dunda, Uttarkashi,

Pin code-249152

Executive Engineer  
Electricity Distribution Division  
Uttarakhand Power Corporation Ltd.

FOR UPCL

Name: Manoj Gusain

Designation: EE (Dist.)

Edd Uttarkashi. Uttarakhand Power Corporation Ltd.

V.C.V. Gabar Singh Bhawan,

Kanwali Road,

Dehradun-248001,

Uttarakhand.

WITNESSED BY:

MAHIPAL SINGH

S/O VIJAYPAL SINGH

State Tax OFFICE

LABARI - URI - 9411700091

WITNESSED BY:

(प्रति निवेदन)

श्री. वी.पी. राय

श्री. वि.पी. राय

श्री. वि.पी. राय



THE SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES

ANNEXURE-I

1. THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : Smt. Kavita Bhandari  
LOCATION : S/S Kalyani, Uttarkashi, Uttarakhand.  
CHIEF EXECUTIVE : Smt. Kavita Bhandari  
CONTACT PERSON : Shri. Sh Pramod Bhandari.  
MAILING ADDRESS : Smt. Kavita Bhandari ,  
W/o Sh Pramod Bhandari.  
Vill- Junga The-Dunda Uttarkasi.  
Pin code-249152.  
  
TELEPHONE NUMBER : 8218182709  
FAX NUMBER : .....  
EMERGENCY : 941057141720  
TELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE: ..... (Expected)

3. STIPULATIONS RELATING TO THE FACILITIES:

3.1 For the purpose of this agreement the Solar Photovoltaic Power Plant's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Solar Photovoltaic Power Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL's system.

(Explanation: A single-line diagram relay list and trip Scheme of the Solar Photovoltaic Power Plant's facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Solar Photovoltaic Power Plant's facility to UPCL system. Material changes or additions to the Solar Photovoltaic Power Plant's generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL.

3.2 The Solar Photovoltaic Power Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPCL's system and acceptable to UPCL. Such facilities shall be accessible to authorized UPCL personnel for inspection, with prior intimation to the Solar Photovoltaic Power Plant.

*(Signature)*

*(Signature)*



3.3 The Solar Photovoltaic Power Plant shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPCL/Solar Photovoltaic Power Plant premises. This equipment shall be installed and Commissioned by UPCL.

3.4 UPCL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required interconnecting with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL and the Solar Photovoltaic Power Plant's interconnected system shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL. UPCL at its option may request review of operation of the control, synchronizing, and protection schemes.

3.5 The Solar Photovoltaic Power Plant shall provide a manual isolating device, which provides a visible break to separate the Solar Photovoltaic Power Plant's facilities from UPCL's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL personnel at all times.

#### 4. Operating Procedures:

4.1 The Solar Photovoltaic Power Plant shall operate its plant when interconnected with the grid as per the procedure given in the SGC as amended from time to time. The overall responsibility of operation and implementation of the SGC rests with the State Load Dispatch Centre and the State Transmission Utility under the provisions of the Indian Electricity Act, 2003.

4.2 The Solar Photovoltaic Power Plant's normal weekly Maintenance shall be carried out one day in a week.

4.3 The Solar Photovoltaic Power Plant shall notify UPCL's interconnecting sub station and SLDC prior to synchronizing a Solar Photovoltaic Power Plant on to or taking a Solar Photovoltaic Power Plant off of the system. Such notification should be given in accordance with the conditions of this agreement.

*Phondani*

Executive Engineer  
Electricity  
Uttarakhand  
Division  
Ltd.



## 1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UPCL, protective gear at UPCL's Substation would be designed to ensure that reverse flow of power from UPCL's system to the Solar Photovoltaic Power Plant is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Solar Photovoltaic Power Plant takes place, it would be paid for by the Solar Photovoltaic Power Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Solar Photovoltaic Power Plant shall provide information in writing or Generation Schedule to SLDC and UPCL when AIT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. UPCL will purchase Electricity in accordance with provisions of the Regulations of UERC and other statutory authorities, and requirements of the state load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 14.0)
5. Energy accounting for supply of electricity by UPCL to the Solar Photovoltaic Power Plant shall be as per Regulation 49 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2023 as amended from time to time.

*R. Bhandari*

Executive Engineer  
Electricity  
Uttarakhand  
Uttarakhand  
Uttarakhand



## INVOICE

For the Month of.....

Monthly Purchase Bill No:-

Dated:-

Name of the Buyer: UPCL

Name of the Generating  
Company:

Address :

Address:

Town

Town

District:

District:

PIN Code

PIN Code

Tel..... Fax .....

Tel..... Fax.....

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. Energy supplied (MWH)			
2. Energy for payment (MWH)			
OTHER CHARGES			
Less:			
Add:			
SUBTOTAL			
TOTAL DUE			

Encl : Joint Meter Reading statement duly verified by UPCL representative .

Authorized Representative

Verified by:

Solar Photovoltaic Power Plant

Authorized Representative

Rphandaul

Executive Engineer  
Electricity Division  
Uttarakhand  
Varanasi



## INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

## LINE BAY/S

ITEMS	PROVIDED	NOT PROVIDED
Structures	Provided	
Bus Bars, Clamps and Connectors	Provided	
Grounding Grid	Provided	
Isolators	Provided	
Current Transformers	Provided	
Circuit Breakers	Provided	
Control Cubicles	Provided	
Control Cabling	Provided	
AC/DC Power Supply	Provided	
Communication Equipment	Provided	

## SYNCHRONISATION &amp; PROTECTION FACILITIES:

ITEMS	PROVIDED	NOT PROVIDED
Automation Voltage Regulator	Provided	
Auto Synchronization Unit	Provided	
Check Synchronization Relay	Manual	
	Provided	
	Provided	

## PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Differential Solar Photovoltaic Power Plant	Provided	
Differential Unit Transformer	Provided	
Restricted Earth Fault	Provided	
Stator Earth Fault	Provided	
Rotor Earth Fault	Provided	
Inter turn Fault	Provided	
Over Voltage	Provided	
Loss of Excitation	Provided	
Under Voltage	Provided	
Reverse Power	Provided	
Low Forward Power Relay	Provided	

## PROTECTION AGAINST GRID FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Minimum impedance (Distance protection relay)	Provided	
Unbalance (Negative phase sequence)	Provided	
O/C&E/Unit transformer)-LT&HT	Provided	
Over load alarm	Provided	
Over Fluxing relay		Not Provided

## PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency	Provided	
Over Frequency	Provided	
Field Slip		Not Provided

R. Chandani



MAIN METER READINGS OF SOLAR PHOTOVOLTAIC POWER PLANT

Reading should be taken on First working day of every month at 00.00 Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:

Place: \_\_\_\_\_ Taluka: \_\_\_\_\_ District: \_\_\_\_\_ State \_\_\_\_\_

Meter No. :

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):-

Multiplying Factor (MF):

Billing Meter Make / Number:

Meter Readings:

	<u>Export Meter Reading</u>	<u>Import Meter Reading</u>
<u>MWh</u>		
<u>Previous Reading</u>		
<u>Current Reading</u>		
<u>Difference</u>		
<u>Difference X Multiplying Factor</u>		

Authorized Representative \_\_\_\_\_

UPCL

Authorized Representative \_\_\_\_\_

Solar Photovoltaic Power Plant

Date:

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main Meter.
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the UPCL'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.
4. MEI Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

*P. Bhambhani*

*Export Meter Reading*



CHECK METER READING OF SOLAR PHOTOVOLTAIC POWER PLANT

Reading should be taken on first working day of every month, at 00.00Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:-

Place: \_\_\_\_\_ Taluka: \_\_\_\_\_ District: \_\_\_\_\_ State:-

Meter No. \_\_\_\_\_

C.T. Ratio Available /Connected: \_\_\_\_\_

P.T. Ratio Available /Connected: \_\_\_\_\_

Scale Factor (If any): \_\_\_\_\_

Multiplying Factor (MF): \_\_\_\_\_

Billing Meter Make/Number: \_\_\_\_\_

Meter Readings:

	<u>Export Meter Reading</u>	<u>Import Meter Reading</u>
<u>MWh</u>		
<u>Previous Reading</u>		
<u>Current Reading</u>		
<u>Difference</u>		
<u>Difference X Multiplying Factor</u>		

Authorized Representative \_\_\_\_\_

UPCL

Authorized Representative \_\_\_\_\_

Solar Photovoltaic Power Plant

Date: \_\_\_\_\_

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main Meter.
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the UPCL'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.
4. MEI Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

*R. Khadke*

Executive Engineer  
12/12/2023



## DAILY GENERATION REPORT

Name and Address of Solar Photovoltaic Power Plant and Facility:-  
 Installed Capacity \_\_\_\_\_ MW

Active Power, MWh			
Time	Scheduled	Meter Reading	Difference X M.F.
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			
Total			
Active Power, MWh			
Time	Scheduled	Difference X M.F.	Scheduled
Daily			
0600-2200			
2200-0600			
Cumulative			
0600-2200			
2200-0600			

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Copy To:-

1. SLDC,
2. Authorised Representative, UPCL

*R. Bhandari*

Authorised Representative  
 Solar Photovoltaic Power Plant

*[Signature]*  
 Executive Engineer  
 District Solar Power Project  
 District Solar Power Project  
 District Solar Power Project



## MONTHLY TRIPPING REPORT

Name and Address of the Solar Photovoltaic Power Plant:-

Installed Generation Capacity: - MW

Date of first commissioning (Synchronizing): Date of Commercial Operation:

Date of Synchronizing: Progressive days: Days:

## TRIPPING ON FAULT:

S. No	TRIPPING			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION		TOTAL TIME LOST		REMARKS	
	Date	TIME			Mechanical	Electrical	Other	Date	Time		Hr.		Min.
		Hr	Min						Hr.	Min.			
										</			

## PLANNED &amp; FORCED OUTAGE:

S. No	OUTAGE			REASON FOR TRIPPING				SYNCHRONISATION		TOTAL TIME LOST		REMARKS
	Date	TIME		No. Fuel	Mechanica l	Electrical	Other	Time				
		Hr	Min					Hr	Min	Hr	Min	
						</						

Progressive Days: Time lost: During Month Year

COMMISSIONING SINCE FIRST COMMISSIONING

Copy to :- 1. State Load Dispatch Centre  
2. Authorised Representative, UPLAuthorised Representative  
Solar Photovoltaic Power Plant

Signature  
Name of the Authorised Representative  
Date

Signature  
Name of the Authorised Representative