

**Non Judicial Stamp paper of Rs.300**

**All other paper of Agreement will be Green Ledger papers**

**BULK POWER TRANSMISSION AGREEMENT**

**BETWEEN**

**NAME OF COMPANY**

**AND**

**GUJARAT ENERGY TRANSMISSION CORPORATION LTD**

This Power Transmission Agreement hereinafter called the "Bulk Power Transmission Agreement" executed on the .....Day of the month ..... of the year Two Thousand Twenty at Vadodara, between **GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**, a Company incorporated under the companies Act, 1956 and wholly owned by Government of Gujarat, having its registered office at Additional Chief Engineer (Regulatory & Commerce) (Transmission), Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390007 (hereinafter called "**GETCO**" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) as party of the **FIRST** part; and

**NAME OF COMPANY** , a company registered under companies act 1956, having its Registered Office at

..... (hereinafter called "**.....**") which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the **SECOND** part.

**NAME OF COMPANY** is hereinafter collectively referred to as Long Term Open Access Customer.

And whereas Gujarat Energy Transmission Corporation Limited is a company wholly owned by the Govt. of Gujarat and was established with a view to develop the State grid to ensure transmission of power within and across the different regions of Gujarat on more scientific, efficient and economic basis.

As where **Company** has setup its ..... MW Small Hydro Power Project at .....,under Policy for Small hydel projects in Gujarat dated March 2016, GR No MMH-11-2015-1342-B Dtd,28-3-2016 by Energy and Petrochemicals Department of Gujarat Government and GERC Order No 5 of 2016 dtd.14-12-16 that **Company** can also set up projects at the canal sites for captive purpose as per the terms and conditions mentioned in the GoG policy and GERC Order 2016.

<b>Word/Phrase</b>	<b>Meaning</b>
Application Form	Shall mean the application form registered by Company with GEDA for seeking approval to set up the Small Hydro Photovoltaic plant
Agreement	Shall mean this Bulk Power Transmission Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.
CERC	Central Electricity Regulatory Commission
Delivery Point	Shall be the point at which Electricity is delivered into the Grid System of the GETCO (STU) i.e, Receiving end at GETCO Sub-station.
Distribution System	Shall mean the system of wires and associated facilities from interface point of DISCOM network with GETCO system i.e from the point of interconnection to the installation of Recipient Unit/s
Due Date	7 working days from the date of issue of Invoice by GETCO
Effective Date	Shall mean the date of signing of this Agreement.
GETCO Grid System	Shall mean the transmission evacuation facility provided by GETCO to evacuate power generated at the Project from delivery point to interface between transmission and distribution system.
GEDA	Stands for Gujarat Energy Development Agency acting as nodal agency for the implementation of the Policy.
GERC	Gujarat Electricity Regulatory Commission
Injected Energy	Shall mean the Energy generated and injected by the Power Producer at its Project at any point of time at the Injection Point.
Injection Point	Shall mean the point where energy is injected at delivery point.
Interconnection Facilities	Shall mean in respect of the Power Producer all the facilities installed by Project Owner to enable GETCO to receive the Injected Energy from the Project at the Injection Point, including transformers, associated equipment, relay and switching equipment, protective devices and safety equipment upto Injection Point.
Metering Point	For purposes of recording of Injected Energy will be the Delivery Point and shall include two separate sets of ABT Meters, Main and Check meters installed by the Power Producer and both sealed by the DISCOM/GETCO in presence of the Power Producer, having facilities to record both export and import of Active and Reactive energy.
Policy	Gujarat Small Hydro Policy 2016
Recipient Unit	Existing HT/EHT consumer of DISCOM in whose electricity bill wheeled energy is to be settled as per details in Appendix-I
"Scheduled COD" or "Scheduled Commercial Operation Date"	Means the COD Date specified by GEDA in its Commissioning Certificate issued for the project witnessed by DISCOM and GETCO
Project	Shall mean the ..... MW Small Hydro Power Project installed and owned by the Power Producer and as per the details incorporated in Appendix 1.
Year	Shall mean the financial year covered between 1st April in any year to 31 <sup>st</sup> March of the immediate next year.

As where as **Company** is desirous of Transmission of its power from Small Hydro Power Project 66 KV Switchyard near ..... at village ..... Tal ..... District ....., Gujarat to 66 KV .....GETCO Substation within the state of Gujarat and has requested GETCO to transmit the power to the beneficiaries within Gujarat on mutually agreed terms and conditions mentioned hereunder.

And whereas the Long Term transmission customer is a Generating Company as per the provisions of EA 2003 and is desirous to avail Long Term Open Access in accordance with Gujarat Electricity Regulatory Commission Order No. 3 of 2011 Dtd. 1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 as amended from time to time and Electricity Act 2003.

And whereas in accordance with Gujarat Electricity Regulatory Commission Order No. 3 of 2011 Dtd. 1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 as amended from time to time, Long Term Open Access shall be allowed by GETCO to Open Access customer within the state of Gujarat. And whereas in accordance with Gujarat Electricity Regulatory Commission Order No. 5 of 2016 (Determination of Tariff and other terms and conditions for procurement of power by Distribution Licensees and Others from Small, mini Hydro Energy Projects in State of Gujarat) the approval with the following terms and conditions for power transmission with Gujarat.

**NAME OF COMPANY** is already entered into a Connection Agreement with GETCO and the Beneficiary **NAME OF COMPANY** is required to enter into a Bulk Power Transmission Agreement (BPTA) with GETCO.

The Beneficiary desires to wheel the energy generated from the ..... MW Small Hydro Power project of the Power Producer located at Vill: ....., Taluka: ..... Dist: ..... to the Beneficiary in the State of Gujarat for distribution in the area of **DISCOM Name** as per the terms and conditions specified in this BPTA.

Beneficiary Name	Plant Location	Contracted Capacity	Location of injection	Wheeling Ratio	O&M Division	Supply Voltage
		....MW	Injection: ..... (Using GETCO s 66KV Line)	100%		66 KV
Beneficiary Name	Plant Location	Contracted Capacity	Location of drawl	Wheeling Ratio	O&M Division	Supply Voltage
		..... KVA	Drawl: 66/11 KV ..... S/S	.....%	..L	11/66 KV

**AND WHEREAS**

M/s **NAME OF COMPANY** has separately entered into a Connection Agreement with GETCO and **NAME OF COMPANY** (Beneficiary) has agreed with GETCO to pay Transmission charges and losses as per GERC as amended from time to time.

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

**1.0 DEFINITIONS**

The words and phrases used in this Agreement are ascribed the same meaning as contained/described under the Gujarat Small, Mini Hydro Policy, 2015, The Electricity Act, 2003 and **Gujarat Electricity Regulatory Commission Order No. 5 of 2016 (Determination of Tariff and other terms and conditions for procurement of power by Distribution Licensees and Others from Small, mini Hydro Energy Projects in State of Gujarat)** Rules/Regulations/Orders issued thereunder unless otherwise expressly defined.

**2.0. INJECTION CONSUMER / COMPANY**

Name : **NAME OF COMPANY**  
Location :  
Transmission / Distribution Licensees : **GETCO/DISCOM**  
Capacity (MW) : **..... MW**

**DRAWEE CONSUMER / COMPANY (IES)**

Name : **NAME OF COMPANY**  
Location : **All over Gujarat under DISCOMS**  
Transmission/Distribution Licensees(s) : **DISCOM**  
Capacity (MW) : **..... KVA**

Date from which the Long Term Open Access is to commence: DTD:      /      / **20...**

**3.0 ELIGIBLE PERIOD**

The Eligibility Period of the Agreement shall be from the Effective Date till the end of 25 (twenty five) years from Dtd ...../      / **20** , for the purpose of transmission/wheeling of power as more particularly described under this Agreement (i.e., from      /      / **20** Up to      /      / **20** )

**4.0 CONSTRUCTION AND OPERATION**

- 4.1 The Power Producer ..... has completed the Construction of the project and the date of Completion/Commercial operation is      /      / **20** as per Commissioning Certificate issued by GEDA dated      /      / **20** .
- 4.2 For the purposes of such completion of the Project, the Company shall take all necessary steps for obtaining Approvals.
- 4.3 The Company shall provide to the SLDC and Chief Engineer (Regulatory & Commerce), GETCO Corporate Office, information regarding Electricity generated during testing, commissioning, synchronization and start up.
- 4.4 Upon the occurrence of an Emergency in GETCO's evacuation system for safe operation of its Grid, GETCO reserves the right to shut down the line and has no obligation to evacuate the Electricity nor to pay any compensation during such period. The Power Producer shall suitably back down their generation. GETCO will, however, make reasonable endeavors to remedy such Emergency, and bring back

normally at the earliest and the power producer will extend full support in restoration.

## **5.0 TERMS AND CONDITIONS FOR TRANSMISSION/WHEELING OF ENERGY**

5.1 The Beneficiary is desirous of Transmission/Wheeling the energy to the recipient area as mentioned under the recital of this Agreement in accordance with GERC's existing Orders/Regulations and amendments from time to time.

### **5.2 Transmission/Wheeling Charge:**

The Transmission/Wheeling of electricity generated from the power produced at Small Hydro plant, Taluka ....., dist. ...., to the Beneficiary shall be allowed on payment of Transmission/ Wheeling charges applicable to Open Access users for use of Transmission/Distribution system of Transmission/Distribution Licensee as determined by Gujarat Electricity Regulatory Commission from time to time on monthly basis by the Beneficiary.

The transmission charges for the total State Transmission System shall be calculated on monthly basis and shall be leviable to each beneficiary as per the formula prescribed in the GERC Order No. 3 of 2011 Dtd.1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 and ARR of GETCO. In case no beneficiaries for the full or part quantum of committed evacuation of power (..... MW) are found by **NAME OF COMPANY**, the full Transmission charges of ..... MW shall be payable by **NAME OF COMPANY** on monthly basis from the date which it will commence, i.e., ( \_\_\_ / \_\_\_ / 20 \_\_\_ ) date mentioned under of this Agreement for the complete term (25 years) of this Agreement.

5.3 *Wheeling Losses:* Beneficiary shall be entitled for drawl of energy at Drawl Points after deducting appropriate transmission and/or wheeling losses as applicable to distribution licensee as per the Orders/Regulations of GERC. SLDC shall certify the energy incorporating the losses.

5.4 *Other Charges:* The Beneficiary agrees to pay other Charges / Duty / Taxes, etc, if any, made applicable by Government or Commission from time to time for Open Access user carrying out third party sale of power.

## **6.0 STATE ENERGY ACCOUNTS**

It is specifically agreed between the parties that **NAME OF COMPANY** shall accept without any reservation and condition the State Energy Account issued by SLDC and **NAME OF COMPANY** shall accept and make full payment to GETCO in respect of the GETCO bills raised on this basis. Any

change in the State Energy Account methodology by SLDC shall also be binding on all concerned.

## **7.0 COMMERCIAL SETTLEMENT OF WHEELED ENERGY**

The commercial settlement of wheeled energy at Beneficiary boundary shall be as per the Open Access Regulations issued from time to time.

The Power Producer shall approach DISCOM for supply of standby/startup/night power at applicable tariff. However, no second source of power supply will be granted. The power supply of DISCOM shall be from the same evacuation lines only.

## **8.0 ESTABLISHMENT OF LC AND PAYMENT OF BILLS**

- a. GETCO Corporate office, shall present bills for transmission charges to all the Long Term open access customers on monthly basis for payment within 7 working days from the issue of bills which shall be called '**Due Date**' for payment of bill. In event of any revision in Regional Energy Account issued by WRPC & SEA issued by SLDC Gotri, GETCO shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.
- b. Payment of bills shall be made by Long Term Open Access user through irrevocable revolving Letter of Credit (LC) to be opened in the favor of "Gujarat Energy Transmission Corporation Limited", LC shall be established for amount equivalent to two months billing for the quantum of ..... MW, Long Term Open Access. The Long Term Open Access user will be communicated by GETCO an approximate amount of LC required based on total approved transmission charges of GETCO and the ratio of capacity to be booked by the Long Term open access customer on year to year basis so that Letter of Credit amount can be modified as per the GERC Tariff Order issued by GERC.
- c. LC shall be without any limitation or restriction with regard to the manner and dates on which the bill can be presented to the concerned banks by GETCO. The bills so presented by GETCO to the bank shall be promptly paid on their presentation. The amount of LC shall be reviewed by GETCO every quarter commencing from April, July, October and January in each financial year and the amount of LC shall be enhanced/reduced, as necessary. The LC charges shall be borne by the respective Long Term Open Access Users.
- d. All the Long Term Open Access users shall open a Letter of Credit on the date of signing of this Transmission Agreement.
- e. All such direct payment shall be paid by the Long Term Open Access users to GETCO through an ECS/EFT/Demand Draft.

- f. The transmission charges for the total state transmission system of GETCO shall be calculated on monthly basis and shall be leviable to each beneficiary as per the formula prescribed in the GERC Order No.3 of 2011 Dtd.1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 and/or subsequent tariff notifications/ARR issued by GERC from time to time.
- g. The bills of GETCO shall be paid without any deductions.
- h. In case of Letter of Credit is not established upto the required full value immediately after any drawl or maintained by the Long Term Open Access user throughout the period of this LTOA, the same shall be considered as default the Open Access granted by GETCO shall stand cancelled.
- i. All costs/expenses/charges associated with the application, including bank draft, bank guarantee, LC etc. shall be borne by the LTOA applicant.

#### **9.0 LATE PAYMENT SURCHARGES**

- 9.1 In case the payment of bills of Transmission charges by the beneficiary or beneficiaries is delayed beyond a period of 7 working days from the issue of the bill i.e Due Date, late payment surcharge at the rate of 1.25 % per month on billed amount shall be levied on the amounts remained unpaid after the 'Due Date' in proportion to the number of days of delay after the 'Due Date'. The late payment surcharge amount shall also be payable with the next bill.
- 9.2 In case **NAME OF COMPANY** fails to make payment of the amount due to them within 60 days of issue of Invoice the Long Term Open Access granted shall be discontinued by GETCO due to non payment of Transmission charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of EA 2003.

**10.0.** Long Term Transmission customer shall in addition to Transmission charges pay O & M charges for the dedicated transmission system of GETCO as mentioned above to be exclusively used for the open access for the Long Term transmission customer as per GERC Order No 3 of 2007.

**11.0** GETCO agrees to provide Long Term Open Access required by Long Term transmission customer as per the details mentioned above and in accordance with the Regulations under the Gujarat Electricity Regulatory Commission No. 3 of 2011 Dtd. 1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011 and conditions specified by the GERC from time to time.

**12.0.** All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation of the GERC Regulations.

**13.0.** This Agreement shall be valid for **25 years** from     /    /20     the date mentioned in the Agreement signed with **GETCO**.

**14.0.** Long Term open access user agrees to pay the reactive energy as per GERC grid code and GETCO Tariff order issued by GERC as applicable from time to time.

**15.0. PRE-MATURE TERMINATION**

The Long Term transmission customer shall not relinquish or transfer part or full quantity (quantum) and its rights and obligations specified in the Bulk Power Transmission Agreement at any location, without prior approval of GETCO and subject to payment of compensation, as determined in the No. 3 of 2011 Dtd. 1-6-2011 (Terms and Conditions of Intra state Open Access) regulation 2011.

**16.0. EFFECTIVE DATE AND DURATION OF AGREEMENT**

This agreement shall be deemed to have come in force for all purpose and intends from the date of approval given by **GETCO** Dt.     /    /20     and shall remain operative up to Dt.             /    /20    . On completion of the Duration of the Agreement period the Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and conditions for such further period of time as per the prevailing GERC Regulations on Open Access at relevant time.

**17.0. METERING**

The Meters shall be provided as per the terms of the Agreement wherein the delivery point for power is identified. In case of Merchant power plant or Sell of Power outside the State or Sell to third party within the state the meters will be installed at GETCO substation end. The class of accuracy will be governed as per the Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006 notified on Dt. 17<sup>th</sup> March 2006 and as amended from time to time. The Ownership of Meters, Standards, Meter failure or discrepancies, Calibration and periodical testing of the meters installed shall be as per the CEA Regulations. The Meter related accessories like CT and PT shall also be as per the said regulations. The entire cost of meters and metering system shall be borne by the Company through out the term of the Agreement. Further, Company shall install Remote Terminal Unit (RTU) at Hydel generation plant at its own cost to communicate Real time Data to DSCOM/State Load Dispatch Centre.



## **18.0 REACTIVE POWER**

The Power Producer/Beneficiary will owe payment of Reactive Energy Charge to GETCO as may be determined by the GETCO and amended from time to time as per the Reactive energy recorded in the Main Meter and certified by SLDC.

## **19.0 DISPUTE RESOLUTION**

19.1 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

**19.2** In event that difference or disputes between parties are not settled through mutual negotiation within sixty(60) days, after such dispute arises, then it shall be adjudicated by the Appropriate Commission in accordance with Law.

## **20.0 GENERAL**

The Power Producer hereby accepts all the commitments and undertaking given by it to GETCO for the development of Project evacuation system by GETCO and its related issues. The Beneficiary hereby accepts all the terms and conditions for wheeling of energy prescribed under this Agreement in accordance with the prevailing act/rules/regulations as well as policy of Government of Gujarat.

## **21.0 Successors and Assigns**

In case GETCO is wound up and/or its transmission are taken over by other organization(s)/ agency (ies), In such an event, LC arrangement referred to in Para 5 above shall also be binding in respect of the successors organization(s)/ agency(ies) with such modifications and changes as may be considered necessary.

## **22.0 Jurisdiction**

The courts of Vadodara shall have exclusive jurisdiction in all matters under this Bulk Power Transmission Agreement.

## **23.0 Communication**

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

In respect of GETCO  
Chief Engineer (R&C)  
Corporate Office, 5<sup>th</sup> Floor  
Sardar Patel Vidyut  
Bhavan, Race Course,  
VADODARA – 390 007

**For and on behalf of**

In witness where of both the parties have executed this Agreement through their authorized representatives.

**For and on behalf of GETCO**

**For the Company**

**Chief Engineer (R & C)**



**Witnesses:**

1.

Authorized Signatory

2.

**Witnesses**

1.

2.

Witness:

**Sign**

**Name**

**Designation**

**Photo id Proof- self attested**

### APPENDIX -1

Details of location of Small Hydro Power generator, its specifications, name plate details and commissioning certificate from **GEDA**.

Sr. No.	Description	Details
[1]	Name of the Owner	M/s.
[2]	Status of the Owner Company / Developer	
[1]	Amount of Stamp Paper: Stamp Paper no.: Date of issue	300/-
[2]	Location of Plant Survey no.: Village : Taluka : District :	
[3]	Name plate details of Small Hydro power generator including serial number / job number of manufacturer, make and capacity	Make - Capacity - MW
[4]	Serial number and date of commissioning certificate by GEDA, key plan of the Small Hydro installation showing location and capacity of Small Hydro (copy of the certificate may please be attached)	
[5]	Wheeling option at Location: Recipient End Name Location GETCO/AEC/SEC/Licensee: Division: Consumer No: Contract Demand: Supply Voltage: Name of GETCO substation	M/s.
6	Name of Pooling substation where Hydle Power generated	.....Kv .....Substation
7	Name of GETCO substation STU connected to pooling substation	
8	Name of Developer of Small Hydro Power Generation	
9	Chief Electrical Inspector certificate	

.....