



उत्तर प्रदेश UTTAR PRADESH



GRASIM INDUSTRIES LIMITED  
(Chemical Division Renukoot)

THIS AGREEMENT is made on the 29<sup>th</sup> day of July, 2017;

(AVINASH RAI)  
GENERAL MANAGER

BETWEEN

M/s Grasim Industries Limited-Chemical Division Renukoot (Formerly known as M/s Aditya Birla Chemicals (India) Ltd.) registered under the Company's Act' 1956 and having its registered office at Birlagram, Nagda (M.P.)- 456331 and having its works and Principal office at Renukoot, 231217, Distt: Sonbhadra (U.P.), hereinafter called the "Generating Company ", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part.

AND

Purvanchal Vidyut Vitran Nigam Ltd., and U.P. Power Corporation Ltd. hereinafter called "PuVVNL a company incorporated in India and registered under the Companies Act, 1956 having its registered office at 132 kV S/s Bhikaripur, Vidyut Nagar, DLW, Varanasi -(Hereinafter referred to as Procurer, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

AND

U.P. Power Corporation Ltd., Lucknow a company incorporated in India and registered under the Companies Act, 1956 having its registered office at Shakti Bhawan, 14 Ashok Marg, Lucknow Hereinafter referred to as Procurer, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the third part. AND

GRASIM INDUSTRIES LIMITED  
(Chemical Division Renukoot)

(AVINASH RAI)

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WHEREAS, the Generating Company is engaged in the business of manufacturing of various chemicals and other incidental businesses situated at Renukoot, Distt: Sonbhadra in the State of Uttar Pradesh, more particularly described in Annexure I attached hereto and made a part hereof and

WHEREAS, PUVVNL (DISCOM) is a distribution licensee operating in the State of Uttar Pradesh, and has license to supply power in earmarked part of the State and further the DISCOM in its Board of Directors Meeting held on 24-8-05 and subsequently on 20-7-10 have authorized U.P. Power Corporation Ltd. to enter into this Agreement on their behalf and to do all other relevant and incidental things, as may be required AND

Whereas Parties of second and Third part are jointly called Parties of the other part.

AND WHEREAS, M/s Aditya Birla Chemicals (India) Ltd.-Renukoot-Chemical division has informed vide their letter dt. 4<sup>th</sup> Jan'16 that the Company has been amalgamated with M/s Grasim Industries Ltd.-Chemical division-Renukoot in view of Honorable High Court of Jharkhand order dt. 24<sup>th</sup> Nov'15 which was accepted by UPPCL and the same was conveyed by Chief Engineer (PPA) vide his letter dt. 28<sup>th</sup> June'16.

AND WHEREAS, M/s Grasim Industries Ltd., Chemical Division Renukoot informed UPPCL that they are intended to execute banking of Power Agreement as per CRE Regulation 2014-19 vide their letter no GIL/LKO/1/44 date 13-07-2017 (A copy of which is collectively hereto as **Annexure-XI**) alongwith Method of adjustment of banked energy of GIL by UPPCL / PuVVNL against energy supplied by UPPCL / PUVVNL to GIL, the details calculations is collectively hereto as (**Annexure-X**)

AND WHEREAS, the Generating Company intends to own, maintain and operate a power plant situated at Renukoot, Distt: Sonbhadra (hereinafter referred to as the Plant) having a generating capacity of 50 MW and generate electricity primarily for his own consumption to the extent of **50 MW** and is desirous to supply surplus power upto 13.5 MW to PuVVNL from such plant, and

WHEREAS the Generating Company agrees to purchase 11.25 MW power for it's such plant from PuVVNL and PuVVNL agrees to supply 11.25 MW power to such plant at retail tariff as per Regulations specified by the Commission, and

WHEREAS the parties to this Agreement agree for prior consultation with the State Transmission Utility for the purpose of implementation of this agreement and seek its approval for permitting, inter alia, interconnection to the generating plant with the UPJVNL grid substation owned by UPJVNL, which has already been completed and agreement has also been signed on 6<sup>th</sup> Sep'14 between UPPTCL/ UPJVNL and GIL.

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(AVINASH RAT)  
GENERAL MANAGER

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U. P. P. C. L.  
Shakti Bhawan East  
Lucknow.



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 Despatch Centre.

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, UP Electricity Reforms Act, 1999 and U.P. Electricity Grid Code as amended from time to time, "UPERC (Captive and Non-Conventional Energy Generating Plants) Regulations, 2014-19" shall mean in short "CRE Regulations 2014-19"; 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 'Bill Meter' means ABT compatible Import and Export Meter on the basis of which energy bills shall be raised by the Generating Plant/PUVVNL.
- 1.2 'Check Meter' means ABT compatible Import and Export Meter for performing a check on the accuracy of the Bill Meter.
- 1.3 'Date of Commissioning' means the date on which supply of Energy is commercially commenced by the Generating Plant to PUVVNL and includes COD.
- 1.4 'Export Meter' means Bill Meter installed at the grid substation Rihand Power Station of PUVVNL for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Plant from PUVVNL's RIHAND Grid Sub-Station.
- 1.5 'Energy Account Month' means period from date of meter reading in previous month to date of meter reading in following month and such period should not exceed 35 days.
- 1.6 'Sub Station' means sub-station Rihand Power Station of 33 KV or higher voltage owned, maintained and operated by UPJVNL.
- 1.7 'Import Meter' means Bill Meter installed at the grid substation of Rihand Power Station for Measurement of Active Energy, Maximum demand and Power factor of Energy Imported to PUVVNL from the Generating Plant.
- 1.8 Not used.
- 1.9 'Bill' means a bill raised, that includes all charges to be paid by PUVVNL with respect to sale of Power by the Generating Plant to PUVVNL.
- 1.10 'STU' means State Transmission Utility.
- 1.11 'TOD' means "Time of day", for the purpose of Metering.
- 1.12 'UPERC' means the U.P. Electricity Regulatory Commission.
- 1.13 'Wheeling' means the operation whereby the distribution system of a distribution licensee is used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
- 1.14 "UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2014-19" shall mean in short "CRE Regulations 2014-19; as amended from time to time.



## 2. POWER PURCHASE, SALE AND BANKING

- 2.1 PuVVNL shall accept and purchase / bank surplus power upto 13.5 MW of power made available by the Generating Plant's captive in accordance with the terms and conditions of this Agreement, at the rate specified for such plant in Schedule I of "CRE Regulations, 14"; as amended from time to time.

Except for Income Tax, all other taxes, duties and other levies imposed by the Central payable by PuVVNL on production of necessary supporting documents by the Generating Plant, while those relating to sale of electricity, shall be borne and payable by PuVVNL.

- 2.1.1 The Generating Company desires to sell / bank **surplus power** (after its own use) upto 13.5 MW generated in the Generating Plant's facility of 50 MW, and PuVVNL agrees to purchase / bank electricity generated from such capacity by the Generating Plant for sale, under the terms and conditions set forth herein, and

- 2.1.2 PuVVNL shall allow Captive Generating Plants banking subject to following conditions:

- i. The withdrawal of banked energy, subject to deduction of banking charges of 12.5%, shall be allowed during the period other than 17:00 Hrs. to 22:00 Hrs, specified as peak hours.  
Provided that any withdrawal during 17:00 Hrs to 22:00 Hrs limited to the quantum supplied during 17:00 Hrs to 22:00 Hrs in the same quarter of the financial year may be allowed by the licensee.
- ii. The plant shall provide ABT compliant special energy meters and the monthly settlement of energy shall be in the following manner;
  - a. A maximum of 75%, as agreed between such plants and the Distribution Licensee, of the energy supplied to the Licensee during the day shall be considered as banked energy and the remaining as energy sold to the Licensee. This provision (75%) will be applicable from the date of signing of this agreement.
  - b. Withdrawal of banked energy shall be subject to deduction of 12.5% of the banked energy as banking charges payable to the Licensee,
  - c. The demand posed by the plant in KVA while purchasing power from Distribution Licensee combined with demand due to withdrawal of banked energy by the captive plant shall be considered as the total demand (maximum demand) posed by the captive plant and the same shall not exceed the contracted demand which the plant has agreed to purchase from the Distribution Licensee:

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U. P. P. C. L.  
Shakti Bhawan Extn  
Lucknow.



Provided that the demand charges payable by the captive plant to the Distribution Licensee shall be as determined by the Commission, from time to time, in appropriate rate schedule of retail tariff:

Provided also that if the maximum demand exceeds the contracted demand, such excess demand shall be paid at additional rate as specified by the Commission, from time to time, in the appropriate rate schedule of retail tariff.

- d. The withdrawal of banked energy shall be adjusted against the energy purchased from the Distribution Licensee. The balance energy supplied by the Distribution Licensee shall be billed at rate of energy charges specified by the Commission, from time to time, in appropriate rate schedule of retail tariff.
  - iii. The banking as well as withdrawal of power shall be subject to day ahead scheduling.
  - iv. The captive plant shall be allowed to withdraw power that was banked during a particular financial year either in the same year or during the following financial year.
  - v. The banked energy remaining unutilized on the expiry of the following financial year would be treated as sale to the Distribution Licensee and the financial settlement shall be made at the rate specified by the Commission for the year during which the power was banked. No banking charges shall be deducted from such unutilized banked energy.
- 2.2 The rate applicable for supply of electricity by PUVVNL to the Generating Plant shall be as per the tariff determined by the Commission under appropriate 'Rate Schedule of Tariff' for the consumer category determined on the basis of the total load requirement of the plant and billing done in the manner as specified by the Commission in the Regulations.
- 2.3 M/s Grasim Industries Limited, Chemical Division Renukoot shall pay any applicable any taxes, cess, levies import by the Government or Competent Authority from time to time on banking of power.
- 2.4 The provisions set out in Annexure-II shall govern the Sale and accounting for power purchased by PUVVNL.
- 2.5 The Generating Company shall abide by the provisions of the Act, Rules, Codes, Regulations, Orders and Directions of the appropriate Authority / Commission issued from time to time regarding generation and evacuation of electricity.
- 2.6 The provisions of Banking and wheeling of electricity shall be as per the CRE Regulations.

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**3 MAINTENANCE REQUIREMENT OF THE GENERATING PLANT**

- 3.1 The Generating Plant's annual maintenance schedule shall be informed to PUVVNL / UPPCL and STU in accordance with provisions of the UP Electricity Grid Code as revised by the Commission from time to time.
- 3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the generating plant.

**4. SUPPLY SCHEDULE**

The Generating Plant shall furnish to PUVVNL and the State Transmission Utility (STU) or State Load Despatch Centre (SLDC), as the case may be, a day ahead Supply Schedule, schedule of banking and withdrawal of banked energy and other information, as required in the CNCE Regulations and UP Electricity Grid Code as amended from time to time or provisions of any other regulation, code, order or direction in that regard or as desired otherwise.

**5. BILLING PROCEDURE AND PAYMENTS**

- 5.1 PUVVNL shall raise monthly bill for electricity purchased by the Generating Plant as per its normal billing cycle after taking into account energy withdrawn from the banked energy and maximum recorded demand in the manner as specified by the Commission in the CNCE Regulations and such bill shall be payable within the time period stipulated in the General Conditions of Tariff.
- 5.2 The Generating Plant shall raise monthly bill based on the monthly joint meter reading in the Bill Meter at the grid substation Rihand Power Station after deduction of bankable energy as certified by PUVVNL and in such cases, energy accounting and billing shall be done by the Generating Plant in association with the concerned Distribution Licensee.
- 5.3 The Monthly Bill raised by the Generating Plant shall be delivered to PUVVNL at its designated office Ex. Engineer (Distribution) PuVVNL, Pipri on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.
- 5.4 PUVVNL shall make full payment against such Monthly Bills to the Generating Plant within thirty (30) working days of the receipt of the Monthly Bill through irrevocable revolving & self-replenishing letter of credit of a value equal to the billable amount opened with a public sector bank in favour of the Generating Plant or through any other mode. The L.C. opening and maintenance charges shall be borne by the Distribution Licensee. The L.C. shall cover the average monthly billing for units indicated in the supply schedule furnished under para 4 above for the particular calendar quarter. The LC shall be updated by 5<sup>th</sup> working day of the calendar quarter.



- 5.5 A rebate of 2 percent on the billed amount shall be allowed for payment made through LC within one month of the date of billing and for default in payment beyond two months from the date of billing, a surcharge at the rate of 1.25 percent per month or part thereof shall be levied on the billed amount. Format of the Monthly Bill to be raised by the Generating Plant is given in Annexure III attached hereto and made a part of this agreement.

If the payment is made by a mode other than through LC but within a period of one month of presentation of bill by the generating company, a rebate of 1 percent shall be allowed. However, a surcharge at the rate of 1.25 percent per month or part thereof shall be levied on the billed amount in case of default in payment beyond two months from the date of billing.

- 5.6 The bills raised by the Generating Plant shall be paid in full subject to the conditions that:-
- (i) There is no apparent arithmetical error in the bill(s).
  - (ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement.
  - (iii) They are in accordance with the energy account referred to in Para 14 of this agreement.

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

- 5.8 In case, the dispute is not resolved within 30 days as provided in para 5.7 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then PUVVNL 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 generating company to PUVVNL.

## 6. PARALLEL OPERATIONS

Grid substation Rihand Power Station owned by UPJVNL shall allow the Generating Plant to interconnect its facility and operate in parallel with UPJVNL / STU system, in view of connectivity agreement dated 6<sup>th</sup> Sep'14, subject to the provisions of this Agreement, Electricity Act, 2003 and the UP Electricity Grid Code as amended from time to time.



**7. GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING PLANT**

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

**8. INTERCONNECTION FACILITIES**

- 8.1 Power from the Generating Plant shall be transmitted at 132 KV S/s Rihand Power Station voltage through a 132 KV line from the Generating plant located at Renukoot, Sonebhadra as per detail given below. The power so transmitted shall be interfaced with STU / UPJVNL/PUVVNL 33 KV/132KV or higher grid sub-station located at Rihand Power Station owned by UPJVNL.



- 8.1(a) Two separate and distinct 132 KV take off point on the outgoing gantry of the 132 KV Pipri Sub-Station to enable GIL to take off one transmission line from this point to their premises to get power during breakdown in any of the take off points.
- 8.1(b) One separate and distinct 132 KV transmission line for transmission of electrical energy from the outgoing gantry at the 132 KV Pipri Sub-Station to and within the GIL's premises.
- 8.1(c) PuVVNL / STU shall ensure with Uttar Pradesh Jal Vidyut Nigam Limited (UPJVNL) that at Pipri Sub-Station of UPJVNL:
- (a) Allowance of power by UPJVNL to GIL, in terms of this agreement.
  - (b) Resynchronization of GIL's system at the earliest possible, at the time of grid disturbance.
  - (c) Maintenance of the equipment of GIL's feeders in the 132 kV Switch Yard at Pipri Sub-Station.
  - (d) Allowance of power by UPJVNL to GIL by 2<sup>nd</sup> take off point during breakdown in any of the take off points.
  - (e) Allowance of surplus power upto 13.5 MW by generator to PuVVNL in term of this agreement.
- 8.2 The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station Rihand Power Station of UPJVNL / PUVVNL and the cost of interfacing at both ends (the Generating Plant and grid substation) including work at the UPJVNL / PUVVNL Sub-Station, cost of bay, tie- line, terminal equipments and associated synchronizing equipments, shall be borne by the Generating Plant.
- 8.3 The construction of evacuation system for connecting plant with grid substation shall be the responsibility of generating company. The generating company shall construct transmission line under supervision of UP Power Transmission Corporation and Bay at substation shall be constructed by UP Power Transmission Corporation. The supervision charges and Bay construction charges will be deposited by the Generating Company to UP Power Transmission Corporation as per the deposit works rules.

*(Explanation: The technical and other specifications of the work shall be finalized with PUVVNL's/STU's approval and be in accordance with standards and specifications laid by PUVVNL, construction of 132 KV or higher voltage line shall be done under the supervision of STU/other transmission licensee (delete whichever not applicable). The lines constructed for the evacuation of power from the Generating Plant, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Plant and PUVVNL ISTU/other transmission licensee (delete whichever not applicable), and without prior approval of UPERC. Existing transmission/distribution lines of PUVVNL/ STU (as the case may be) may be utilized for*



*evacuation of power from the Generating Plant to the Grid substation, on the basis of a mutual agreement between the Generating Plant and PUVVNL and/or STU (as the case may be), with the approval of UPERC. Notwithstanding the above, the work of interfacing at PUVVNL/STU/RIHAND/other transmission licensee's (delete whichever not applicable) Sub-Station will be done by PUVVNL/STU/RIHAND/other transmission licensee (delete whichever not applicable) only.*

- 8.4 The Generating Plant shall be responsible for the Maintenance of equipment at the generating end.
- 8.5 *Maintenance of the transmission line in accordance with the provisions of CRE Regulations.*
- 8.6 Any work to be done by the Generating Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPJVNL / STU and in compliance with the safety requirements as per the UP Electricity Grid Code. On the completion of work, final approval shall be obtained from UPJVNL / STU before charging the line. The Generating Plant would obtain all statutory clearances/approvals required for this purpose.
- 8.7 The Generating Plant shall consult UPJVNL / STU 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 Generating Plant, shall be checked by UPJVNL / STU.
- 8.8 Without limiting the foregoing, the Generating Plant and UPJVNL / STU shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code as amended from time to time and directions of Director Electrical Safety (GOUP) and safety requirements as specified by the Authority under section 53 of the Act.
- 8.9 The interconnection facilities, to be provided by the Generating Plant are set forth in Annexure IV attached hereto and made a part hereof.

**9. PROTECTIVE EQUIPMENT & INTERLOCKING**

- 9.1 The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Plant shall not adversely reflect on or affect UPJVNL / UPTU grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Plant's breaker trips first to protect the equipment. Prior to adopting it the



Generating Plant shall obtain approval of UPJVNL / STU for the protection logic of the generator system and the synchronisation scheme.

- 9.2 The Generating Plant shall install necessary equipment to eliminate feeding of reverse power from the Grid to the Generating Plant's system in absence of any agreement for purchase of power with PuVVNL.

**10. TECHNICAL ASSISTANCE BY UPJVNL / PuVVNL / STU & GENERATING PLANTS RESPONSIBILITY**

- 10.1 On request, PuVVNL, in consultation with STU, shall provide reasonable technical assistance to the Generating Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Generating Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Generating Plant's premises.
- 10.2 Notwithstanding the above, PuVVNL shall not be responsible for any damage caused to the electrical system/generating set of the Generating Plant, on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

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

The Generating Plant shall make all arrangements for paralleling the set/s with UPJVNL / STU grid in consultation with and to the satisfaction of UPJVNL / STU, subject to the approval of the Director of Electrical Safety, Government of Uttar Pradesh and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

**12. SYNCHRONISATION**

- 12.1 The Generating Plant shall synchronise its power generating set in consultation with the Ex. Engineer (Distribution), PuVVNL, Pipri and Ex. Engineer, UPJVNL, Pipri and in-charge of the Rihand Power Station of UPJVNL / STU and as per provisions of the UP Electricity Grid Code as amended from time to time. The Generating Plant shall give seven (7) days prior intimation of the synchronisation programme to the Nodal Officer:
- i) when commissioning the plant for the first-time,
  - ii) when commissioning after completion of the annual Maintenance programme.



- 12.2 UPJVNL / STU shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Plant due to failure of the synchronising or the protective system provided by the Generating Plant.

**13. LIASON WITH & ASSISTANCE FROM PUVVNL**

The Generating Plant shall closely liaise with the Nodal Officer of PUVVNL and the STU and shall inform the date of commencement of delivery of power to the designated officials of PUVVNL and STU one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Generating Plant, PUVVNL, in consultation with STU as the case may be, shall extend assistance for testing, subject to the condition that the Generating Plant shall pay the charges for such assistance to PUVVNL, if so indicated by the concerned Testing Division of PUVVNL. This charge shall be reasonable and be based on the man-hours devoted by PUVVNL staff and their usual levels of remuneration, and PUVVNL equipment used.

**14. METERING**

- 14.1 The Generating Plant shall supply two identical sets of ABT compliant meters, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Plant, conforming to the specifications approved by UPJVNL / PuVVNL / STU, along with all necessary associated equipments. These meters shall be installed and maintained by UPJVNL / PuVVNL/ STU. These meters shall be installed at the grid substation of UPJVNL at the interconnection point. One set of export/import meters shall be termed as Bill 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 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters.
- 14.2 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 14.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.
- 14.4 PUVVNL in consultation with STU if the plant is connected to the S/s of UPJVNL / STU shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Plant, if the Generating 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.



- 14.5 PUVVNL/STU designated representative and the representative of the Generating 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 UPJVNL / STU and the Generating Plant.
- 14.6 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.7 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of PUVVNL / STU, who shall bear the related costs.
- 14.8 Meter readings shall be taken jointly by parties as indicated below:-
- (i) PUVVNL side – Ex. Engineer (Distribution), PuVVNL, Pipri.
  - (ii) Generating Plant side - Authorized representative.
- 14.9 The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.
- 14.10 If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised 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.
- 14.11 During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by PUVVNL in consultation with STU if the plant is connected to the S/s of UPJVNL / STU. For this purpose, one spare set of meters would be required to be available with the generating plant at all times.
- 14.12 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and reinstalled or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.



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

15. **ACCEPTANCE AND APPROVAL OF PUVVNL**

PUVVNL'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 shall be based on PUVVNL's existing policies and practices after the clearance of STU is obtained.

16. **COMMISSIONING OF GENERATION FACILITIES**

Not used.

17. **CONTINUITY OF SERVICE**

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

17.1(a) Repair or Replacement or Removal of UPJVNL / PUVVNL / STU equipment or any part of its system that is associated with the Generating Plant's facility; and/or

17.1(b) Endangerment of Safety: If UPJVNL / PUVVNL / STU determines that the continued operation of the facility may endanger the safety of UPJVNL / PUVVNL / STU personnel or integrity of UPJVNL / STU electric system, or have an adverse effect on the provision of electricity to UPJVNL / PUVVNL other consumers/customers; and/or

17.1(C) Force Majeure Conditions as defined in para 26.

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

- 17.2 Before disconnecting the Generating Plant from UPJVNL / STU's system, PUVVNL shall, except in the case of an emergent situation, give advance intimation to the Generating Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection.



However, subsequent to disconnection, PUVVNL shall immediately notify the Generating Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified PUVVNL shall not be obligated to accept or pay for any power from the Generating Plant.

- 17.3 In any such event as described above, UPJVNL / PUVVNL / STU shall take all reasonable steps to minimise the frequency and duration of such interruptions, curtailments, or reductions.
- 17.4 PUVVNL / STU shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Generating Plant's operations. Where the scheduling of such an event during the Generating Plant's operations cannot be avoided, PUVVNL shall provide the Generating Plant with fifteen days advance notice in writing to enable the Generating Plant to cease delivery of Power to PUVVNL at the scheduled time.
- 17.5 In order to allow the Generating Plant's facility to remain on-line and to minimise interruptions to Generating Plant operations, the Generating Plant may provide automatic equipment that will isolate the Generating Plant's facility from PUVVNL/ STU's system during major system disturbances.

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

The Generating Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code as amended from time to time and under the CNCE Regulations or as desired by the UPJVNL / PUVVNL / STU.

**19. CLEARANCES, PERMITS AND LICENSES**

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

**20. DURATION**

- 20.1 The term of this Agreement shall be for a period of five years starting from 1<sup>st</sup> April 2014 and ending on 31<sup>st</sup> march 2019'.

GRASIM INDUSTRIES LIMITED  
(Chemical Division Ranikoot)

(AVINASH RAI)  
GENERAL MANAGER

अधिसूची अधिसूची  
विनिर्देशन सेवा

CB. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan, Btts



- 20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Generating Company and PUVVNL / UPPCL on expiry of initial term of 5 years.

## 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 Generating Plant:

- (a) Failure on the part of the Generating Plant to use reasonable diligence in operating, maintaining, or repairing the Generating Plant's facility, such that the safety of persons and property, PUVVNL's equipment, or PUVVNL's service to others is adversely affected; or
- (b) Failure or refusal by the Generating Plant to perform its material obligations under this agreement; or
- (c) Abandonment of its interconnection facilities by the Generating Plant or the discontinuance by the Generating Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPJVNL / PUVVNL, or
- (d) Failure by the Generating Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of co-generation units etc., enforced from time to time by the Union/State Government, UPERC or other empowered authorities, including compliance with the UP Electricity Grid Code or as amended from time to time, or
- (e) Failure by the Generating Plant to pay PUVVNL any amount payable and due under this agreement within ninety (90) 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 PuVVNL: -

- (a) Failure to pay to the Generating Plant any amount payable and due under this agreement within ninety (90) working days of the receipt of the bill/monthly purchase bill; or
- (b) Failure to use reasonable diligence in operating, maintaining, or repairing UPJVNL / STU interconnecting facilities, such that the safety of persons or property in general, or the Generating Plants equipment or personnel are adversely affected; or



- (c) Failure or refusal by UPJVNL / STU to perform its material obligations under this agreement; or
- (d) Abandonment of its interconnection facilities by UPJVNL / PUVVNL/ STU or the discontinuance by UPJVNL / PUVVNL/ STU of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Plant.
- (e) Except for failure to make any payment due, within ninety (90) working days of receipt of the monthly purchase bill, if an event of default by including non-payment of bills either party extends beyond a period of ninety (90) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- (f) Failure by either UPJVNL / PUVVNL/ STU or the Generating 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 UPERC.

21.3 PUVVNL reserves the right to terminate this agreement upon one months notice to the Generating Plant, if the Generating Plant's facility fails to commence production of electric power within three months from the planned commercial operation date shown in Annexure 1.

## 22. COMMUNICATION

In order to have effective co-ordination between UPJVNL / PUVVNL/ STU and the Generating Plant, a designated official shall be kept on duty round the clock by the Generating Plant and UPJVNL / PUVVNL/ STU 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 Generating Plant shall provide reliable and effective communication through wireless/hotline etc., between the Generating Plant & the interconnecting sub-station of UPJVNL / STU and between the Generating Plant and the SLDC. The Generating Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

GRASIM INDUSTRIES LIMITED  
(Chemical Division Ranukoot)

(AVINASH RAI)  
GENERAL MANAGER

अपिशासी अयिन्ता  
बि०वि०ख०पि० सोनमट्ट

GE. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Extn  
Lucknow



## 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) Ex. Engineer (Distribution, PuVVNL, Pipri on behalf of PUVVNL, and the authorised representative of the Generating 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 PUVVNL's Chief Engineer (Distribution), PuVVNL, Mirzapur of the Circle under whose jurisdiction the Generating Plants plant is located.
- b) On receiving such information, the Chief Engineer (Distribution), PuVVNL, Mirzapur of the Circle of PUVVNL in which the Generating Plant is located, shall be required to personally meet the authorised representative of the Generating Plant and the Executive Engineer of the concerned Division, 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 Chief Engineer (Distribution), PuVVNL, Mirzapur, who has direct supervisory jurisdiction over the Ex. Engineer (Distribution, PuVVNL, Pipri of the concern division referred to above, with information to the Chief Executive of the Generating Plant. Within 15 days of receipt of such notice, the Chief Engineer (Distribution), PuVVNL, Mirzapur and the Chief Executive of the Generating Plant would be required to meet at the formers office and endeavour 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 Chief Engineer (Distribution), PuVVNL, Mirzapur.
- d) If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC 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 Generating Plant shall indemnify, defend, and render harm free, PUVVNL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the Generating Plant) and/or for injury to or death of any person (including the Generating Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or wilful misconduct of the Generating Plant.
- 24.2 PUVVNL shall indemnify and render the Generating 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 PUVVNL) and/or injury to or death of any person (including PUVVNL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by PUVVNL.

## **25 ASSIGNMENT**

This Agreement may not be assigned by either PUVVNL / UPPCL or the Generating 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 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.



- 26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.
- 26.3 Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

**27. 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 be discharged by any person not a party to it.
- 28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of PUVVNL as a public utility or constitute the Generating Plant or the Generating Plant's facility as a public utility.

**29. NODAL AGENCY OF PUVVNL**

The Chief Engineer (Distribution), PuVVNL, Mirzapur 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 UPERC.



**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:

THE Chief Engineer (Distribution),  
PuVVNL,  
Mirzapur:

**GENERATING PLANT:**

Sr. General Manager (Power)  
Grasim industries limited  
Renukoot Chemical Division  
Renukoot,  
Sonebhadra

Notice delivered personally shall be deemed to have been given when it is delivered at the office of the Generating Plants or to the office of the Chief Engineer (Distribution), PuVVNL, Mirzapur, 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 annexures hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

GRASIM INDUSTRIES LIMITED  
(Chemical Division Renukoot)

(AVINASH RAI)  
GENERAL MANAGER

  
गुप्तमाली अतिरिक्त  
निर्देशक

  
C.E. (P.P.A.)  
U. P. P. C. D.  
Shakti Bhawan Bxtn.



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 Uttar Pradesh.

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. PUVVNL and the Generating Plant acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

39. **APPROVALS**

Wherever approvals from either PUVVNL or the Generating Plant are required in this Agreement, it is understood that such approvals shall not be unreasonably withheld.

40. **ANNEXURES**

ANNEXURES I to XI WOULD FORM PART OF THIS AGREEMENT.

GRASIM INDUSTRIES LIMITED  
(Chemical Division Renukoot)

(AVINASH RAI)  
GENERAL MANAGER

Shakti Bhawan Extn  
Lucknow.

CE. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Extn  
Lucknow.



41. **STANDARD FOR DECISION MAKING**

41.1 All operational decisions or approvals that are to be made at the discretion of either PUVVNL or the Generating 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.

41.2 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.

This Banking Agreement /Arrangement is subject to approval of UPERC.

IN WITNESS:

WHEREOF, PUVVNL and the Generating Plant have executed this agreement as of the  
..29<sup>th</sup>... Day of July in the year ..2017..

FOR THE GENERATING PLANT:

NAME: Avinash Rai  
DESIGNATION: General Manager  
ADDRESS: H.N. 3, Devlok Colony,  
Vishnupuri, Aliganj, Lucknow.

FOR UPPCL:

NAME: V.P. Srivastava  
DESIGNATION: Chief Engineer (PPA)  
ADDRESS: Shakti Bhawan, Lucknow

FOR PUVVNL:

NAME: LAKSHMI SHANKAR  
DESIGNATION: Executive Engineer  
ADDRESS: EDD, Papsi, Sonbhadra

WITNESSED BY: Pawan Vyas  
NAME: Pawan Vyas  
DESIGNATION: Dy. Officer  
ADDRESS: 1/115 Vijay Khand,  
Gomti Nagar, Lucknow

WITNESSED BY:  
NAME:  
DESIGNATION:  
ADDRESS:

CE. (P.P.A.)  
U. P. P. C. D.  
Shakti Bhawan Bxtn  
Lucknow.

(S. K. SINHA)  
SECPPA)



**ANNEXURE-I****THE GENERATING COMPANY'S GENERATION FACILITIES****1. THE GENERATING PLANT:**

a. NAME:	M/s Grasim Industries limited, Chemical Division Renukoot
b. LOCATION:	Renukoot, Sonebhadra
c. CHIEF EXECUTIVE:	Unit Head
d. CONTACT PERSON:	Sr. General Manager (Power)
e. MAILING ADDRESS:	ajay.gupta@adityabirla.com
f. TELEPHONE NUMBER:	
g. FAX NUMBER:	05446-252088
h. EMERGENCY TELEPHONE NUMBER:	05446-252075

**2. GENERATING EQUIPMENT:**

a. BOILERS:	1. 105 TPH CFBC Boiler - Make- Thermax -Reg no. UP-5406 2. 110 TPH CFBC Boiler – Make Thermax Reg no. UP -6103
b. TURBO-GENERATOR SETS:	1. Turbine-1 – Skoda Make- Horizontal, multistage, Condensing extraction with reduction gear -25 MW Generator – Make- TDPS -31.25 MVA 2. Turbine-2 – Make- Shin Nippon Make- Horizontal, multistage, Condensing extraction with reduction gear -25 MW Generator – Make- TDPS 31.25 MVA
c. GENERATION VOLTAGE:	11 KV
d. SPEED:	Generator RPM-1500
e. TYPE OF GOVERNOR:	Electro- Hydraulic
f. TRANSFORMER:	2x 31.5 MVA – 132/11 KV

FIRST SYNCHRONISATION WITH 132 KV LINE: 30<sup>th</sup> May'11

Transmission Line 132 KV line connecting with Rihand Power Station 132 KV Sub-station of UPJVNL / UPPTCL.



3. **Stipulations relating to the facilities:**

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

(Explanation: A single-line diagram relay list and trip scheme of the Generating Plant's facility, reviewed and accepted by PUVVNL 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 Generating Plant's facility to UPJVNL / PUVVNL system. Material changes or additions to the Generating Plant's generating and interconnection facilities reflected in the single-line diagram, relay list, and trip scheme shall be approved by UPJVNL / PUVVNL/ STU .

- 3.2 The Generating Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronising equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPJVNL / PUVVNL/ STU system and acceptable to PUVVNL. Such facilities shall be accessible to authorised UPJVNL / PUVVNL/ STU personnel for inspection, with prior intimation to the Generating Plant
- 3.3 The Generating Plant shall furnish, in accordance with UPJVNL / PUVVNL/ STU 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 UPJVNL (Rihand power station) premises. This equipment shall be installed and Commissioned by UPJVNL / PUVVNL/ STU.
- 3.4 PUVVNL shall review and approve the design drawings and Bill of Material for the Generating Plant's electrical equipment, required to interconnect with PUVVNL/STU/RIHAND's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of PUVVNL/STU/RIHAND/other transmission licensee (*delete whichever not applicable*)'s and the Generating Plant's interconnected system shall be approved by PUVVNL. PUVVNL, at its option, may request witnessing operation of the control, synchronising, and protection schemes.
- 3.5 The Generating Plant shall provide a manual isolating device, which provides a visible break to separate the Generating Plant's facilities from UPJVNL (Rihand power station) system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPJVNL / PUVVNL/ STU personnel at all times.




4. **Operating Procedures:**

- 4.1 The Generating Plant shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code as amended from time to time. The overall responsibility of operation and implementation of the UP Electricity Grid Code rests with the State Load Despatch Centre and the State Transmission Utility under the provisions of the Act, 2003.
- 4.2 The Generating Plant shall notify UPJVNL / PUVVNL/ STU interconnecting sub station and SLDC prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

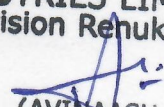
5. **Single Line Diagram**

**To Be Inserted here)**

  
अविनाश राय  
वि.वि.उ.पि. संस्था

  
C.E. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Extn.  
Lucknow.

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Renukoot)

  
(AVINASH RAI)  
GENERAL MANAGER



## Annexure II

### **Sale and Accounting for Power**

1. In case the Generating Plant is not a consumer of PUVVNL, protective gear at UPJVNL / PUVVNL/ STU Substation would be designed to ensure that reverse flow of power from UPJVNL (Rihand power station) system to the Generating 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 Generating Plant takes place, it would be paid for by the Generating Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Generating Plant shall provide information in writing or Generation Schedule to SLDC and PUVVNL , when ABT 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. PUVVNL will purchase Electricity based on the principle of merit order despatch and in accordance with provisions of the Supply Licence, CNCE Regulations & Directions of UPERC (Except the conditions agreed and approved by UPERC under this agreement) and other statutory authorities, and requirements of the State Load Despatch 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)

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Renukoot)

(AVINASH P. V.)  
GENERAL MANAGER

अधिसारी अधिवक्ता  
विन्विन्दारि० कोष

C.B. (P.P.A.)  
U. P. P. C. B.  
Shakti Bhawan Extn.  
Lucknow.



**ANNEXURE III****SAMPLE MONTHLY BILL**  
**INVOICE**

Date :	
For the Month of:	
Monthly Purchase Bill No.	
Name of Buyer: PUVVNL	Name of the Generating Plant:
Address:	Address:
Town:	Town:
District:	District:
PIN Code:	PIN Code:
Tel. No.:	Tel. No.:
Fax:	Fax:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. ENERGY SUPPLIED (KWh)			
2. ENERGY FOR WHEELING (KWh)			
3. ENERGY FOR PAYMENT (KWh) (1-2)			


**Banked Energy**

1. Energy banked during the month	
2. Energy balance as on preceding month	
3. Energy scheduled for withdrawal during the month	
4. Banking charges	
5. Energy withdrawn during the month (3-4)	
6. Energy banked at the end of the month (1+2-3)	

**OTHER CHARGES**

Less/Add:	
SUBTOTAL:	
TOTAL DUE :	

Verified by:

For Generating Plant Ltd.  
Authorised SignatoryFor PUVVNL  
Authorised SignatoryGRASIM INDUSTRIES LIMITED  
(Chemical Division Renukoot)
  
 CE. (P.P.A.)  
 U. P. P. C. L.  
 अधिशासी अभियन्ता शक्ति धाम राय



**ANNEXURE IV****INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING PLANT**

	ITEMS PROVIDED	NOT PROVIDED
<b>LINE BAY/S</b>		
a) STRUCTURES	Yes	
b) BUS BARS, CLAMPS AND CONNECTORS	Yes	
c) GROUNDING GRID	Yes	
d) ISOLATORS	Yes	
e) CURRENT TRANSFORMERS	Yes	
f) CIRCUIT BREAKERS	Yes	
g) CONTROL CUBICLES	Yes	
h) CONTROL CABLING	Yes	
i) AC / DC POWER SUPPLY	Yes	
j) COMMUNICATION EQUIPMENT	Yes	
k) SYNCHRONISATION & PROTECTION FACILITIES	Yes	
l) AUTOMATIC VOLTAGE REGULATOR	Yes	
m) AUTO SYNCHRONISATION UNIT		No
n) CHECK SYNCHRONISATION RELAY	Yes	
<b><u>PROTECTION FOR INTERNAL FAULTS:</u></b>		
a) DIFFERENTIAL GENERATOR	Yes	
b) DIFFERENTIAL UNIT TRANSFORMER	Yes	
c) RESTRICTED EARTH FAULT	Yes	
d) STATOR EARTH FAULT	Yes	
e) ROTOR EARTH FAULT	Yes	
f) INTER-TURN FAULT	Yes	
g) OVER VOLTAGE	Yes	
h) LOSS OF EXCITATION	Yes	
i) UNDER VOLTAGE	Yes	
j) REVERSE POWER	Yes	
k) LOW FORWARD POWER RELAY	Yes	
<b><u>PROTECTION AGAINST GRID FAULTS:</u></b>		
a) MINIMUM IMPEDANCE (DISTANCE PROTECTION RELAY)	Yes	



b) UNBALANCE (NEGATIVE PHASE SEQUENCE)	Yes	
c) O/C & E/F (UNIT TRANSFORMER)-LT & HT	Yes	
ITEMS		
a) OVERLOAD ALARM	Yes	
b) OVERFLUXING RELAY	Yes	
PROTECTION AGAINST GRID DISTURBANCES:		
a) UNDER FREQUENCY	Yes	
b) OVER FREQUENCY	Yes	
c) POLE SLIP	Yes	

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division, Renukoot)

(AVINAASH RAI)  
GENERAL MANAGER

इष्टिवासी अधिवक्ता  
वि०वि०उ०वि० सोनभद्र

CE. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Bxta  
Lucknow.



### BILL METER READINGS OF GENERATING PLANT

NAME OF THE GENERATING PLANT:	
PLACE:	
TALUKA:	
DISTRICT:	
STATE:	
C.T. RATIO AVAILABLE/CONNECTED:	
P.T. RATIO AVAILABLE/CONNECTED:	
SCALE FACTOR (IF ANY):	
MULTIPLYING FACTOR (MF):	
BILLING METER MAKE / NUMBER:	

KWH	EXPORT METER READING	IMPORT METER READING
PREVIOUS READING		
CURRENT READING		
DIFFERENCE		
DIFFERENCE X MULTIPLYING FACTOR		

Authorised                      Signatory  
AUTH.  
REPRESENTATIVE  
GENERATING PLANT

**NOTES:**

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



**ANNEXURE VI****CHECK METER READINGS OF GENERATING PLANT**

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

NAME OF THE GENERATING PLANT:	
PLACE:	
TALUKA:	
DISTRICT:	
STATE:	
C.T. RATIO AVAILABLE/CONNECTED:	
P.T. RATIO AVAILABLE/CONNECTED:	
SCALE FACTOR (IF ANY):	
MULTIPLYING FACTOR (MF):	
CHECK METER MAKE / NUMBER:	

**METER READINGS:**

KWH	EXPORT METER READING	IMPORT METER READING
PREVIOUS READING		
CURRENT READING		
DIFFERENCE		
DIFFERENCE X MULTIPLYING FACTOR		

Authorised Signatory  
EXECUTIVE ENGINEER  
TRANSMISSION  
GENERATING PLANT

Authorised Signatory  
EXECUTIVE ENGINEER  
PUVVNL

Authorised Signatory  
AUTH.  
REPRESENTATIVE

DATE:

**NOTES:**

1. PUVVNL /STU/other transmission licensee (*delete whichever not applicable*) shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by PUVVNL's Despatcher.
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.

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Renukoot)

(AVINASH RAI)  
GENERAL MANAGER

अधिशाली अभियन्ता  
वि०वि०ख०पि० सोनभद्र

CB. (P.P.A.)  
U. P. P. C. E.  
Shakti Bhawan Bxtn



**ANNEXURE VII**

**DAILY GENERATION REPORT**

Date:	
NAME OF THE GENERATING PLANT:	
Installed generation Capacity (MW):	

**Active Power (KWh)**

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 (for each column)			



### Summary of Active Power, KWh

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

To:

1. Concerned SLDC, PUVVNL
2. Executive Engineer, Transmission, PUVVNL
3. Authorised Representative of the Generating Plant

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Refruct)

(AVTINASH RAO)  
GENERAL MANAGER

अविभाजित अधिवक्ता  
वि०वि०ख०पि० सेक्टर

CE. (P.P.A.)  
U. P. P. C. D.  
Shakti Bhawan Bxtn.  
Lucknow.



## Annexure VIII

**MONTHLY TRIPPING REPORT**

Name and Address of the Generating Plant:	
Installed generation Capacity (MW):	
Date of First Commissioning (Synchronising):	
Date of Commercial Operation:	
Date of Synchronising:	
Progressive Days (generation): In Days	

**TRIPPING ON FAULT:**

Tripping				REASON FOR TRIPPING				SYNCHRONISATION		TOTAL TIME LOST		REMARKS	
S.N	Date	Time		Relay operated	Mech.	Electrical	Other	Date	Time		Hr		Min
		Hr	Min						Hr	Min			

To:

1. Concerned SLDC, PUVVNL
2. Authorised Person/ Executive Engineer, STU /other Transmission Licensee/PUVVNL (as the case may be).
3. Authorized Representative of the Generating Plant

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division, Renukoot)

(AVI/AASH RAI)  
GENERAL MANAGER

अधिकासी अभियन्ता  
वि०वि०सि०पि० सोनभद्र

CE. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Bxta.  
Lucknow.



## ANNEXURE IX

### PLANNED & FORCED OUTAGE

OUTAGE		REASON FOR OUTAGE					SYNCHRONISATION		TOTAL TIME LOST		REMARKS
S.N	Date	Time		No Fuel	Mech.	Electrical	Other	Date	Time		
		Hr	Min						Hr	Min	

Progressive Days:

Time Lost (In Hours):

- During Month & Year
- Since First Commissioning

To:

1. Concerned SLDC, PUVVNL.
2. Authorised Person/ Executive Engineer, STU /other Transmission Licensee/PUVVNL (as the case may be).
3. Authorized Representative of the Generating Plant

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Renukoot)

(AVINASH RAI)  
GENERAL MANAGER

अभिशासी अभियन्ता  
वि०वि०एच०पि० सोनभद्र

CE. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Bxta.  
Lucknow.



### Annexure-XI

Request letter of M/s Grasim Industries Limited to execute agreement as per CRE Regulation 2014-19

(Photocopy enclosed)

**GRASIM INDUSTRIES LIMITED**  
(Chemical Division Ref: 100)

(AVINASH RAI)  
GENERAL MANAGER

अभिशासी अभियन्ता  
वि०वि०छ०पि० सोनपट

CE. (P.P.A.)  
U. P. P. C. L:  
Shakti Bhawan Extn.  
Lucknow.



En. C. P. & Co.  
for M. A.  
2117



Ref: GIL/LKO/1/44 dt. 13.07.17

740

19-07-17

SE-TII

19/7

To,

Chief Engineer (PPA)  
U.P. Power Corporation Ltd.,  
Shakti Bhawan (14<sup>th</sup> Floor),  
Ashok Marg,  
Lucknow-226001

**Sub.: Renewal of power sale, purchase and banking agreement w.e.f. 1<sup>st</sup> Apr'14 to 31<sup>st</sup> Mar'19.**

Dear Sir,

Kindly refer your letter no. 401/CE/PPA dt. 4<sup>th</sup> July'17 informing us to sign our above agreement under the regulatory frame work of CRE Regulation'2014.

As you are kindly aware, after series of meetings and communications in last two years, it was agreed that UPPCL will allow us to increase banking facility from 50% to 75% and withdrawal of 10 MW emergency power 8 times in a year after accepting increase in banking charges from 12.5% to 14% by us. Last letter dt. 21<sup>st</sup> Dec'16 (Copy enclosed) confirming the same was submitted to your goodself with request to process the agreement. Copy of our earlier letters dt. 25<sup>th</sup> Aug'15, 27<sup>th</sup> Nov'15, 18<sup>th</sup> May'16, 18<sup>th</sup> July'16, 2<sup>nd</sup> Aug'16 and 9<sup>th</sup> Sep'16 are also being enclosed for your ready reference.

E.(PPA)

We have pursued your goodself for increasing banking facility from 50% to 75% since it is provided in clause-40.2.ii.a of the CRE Regulation'2014. We have also requested for withdrawal of emergency power since we are having 50 MW (25 X 2) Captive Power Plant for supplying uninterrupted power for manufacturing of Caustic Soda and other hazardous products hence, it is must to supply uninterrupted power i.e. all 24 hrs. to keep all safety devices of the plant operational to avoid any major incident / accidents since nature of our industry is hazardous. This is to further inform that though the company is already having 13500 KVA (12.15 MW) contracted load but it further needs emergency power (when one of our unit is under breakdown) for above purpose as per provision given in clause-19 of CRE Regulation'2014.

-1-

Grasim Industries Limited  
Chemical Division - Renukoot  
1/115, Vijaykhand, Gomti Nagar,  
Lucknow - 226010

Telephone +91- 522 - 2304008  
Fax +91- 522 - 2304009

Website www.grasim.com  
E-mail grasim.renukoot@adityabirla.com  
CIN L17124MP1947PLC000410

CE. (P.P.A.)  
U.P.P.C.L.  
Shakti Bhawan Bxtn  
Lucknow





Further, we will pursue UPERC for seeking their approval for increasing our banking facility and withdrawal of emergency power for which provisions are given in clause-8 of CRE regulation'2014 as below-

"Clause 8- Power to Relax

The Commission, for reasons to be recorded in writing, may vary any of the provisions of these Regulations on its own motion or on an application made before it by any interested party."

We would like to confirm that we are ready to sign the agreement under the regulatory frame work of CRE Regulation'2014 for which you are requested to provide documents for our doing the needful so that agreement is signed and forwarded to UPERC alongwith your comments on our requirements for increasing banking facility and withdrawal of emergency power agreed by UPPCL earlier.

This is for your kind information and taking necessary action at the earliest possible.

Thanking you,

Yours faithfully  
for GRASIM INDUSTRIES LIMITED

(Avinash Rai)  
General Manager

Encl:-a/a.

C.C. Managing Director  
UPPCL, Lucknow

✓ Director (Comm)  
UPPCL, Lucknow

for necessary action

-do-

अविनाश राई  
विनिर्देशक  
-2-

C.B. (P.P.A.)  
U. P. P. C. L.  
Shakti Bhawan Bxtn  
Lucknow