

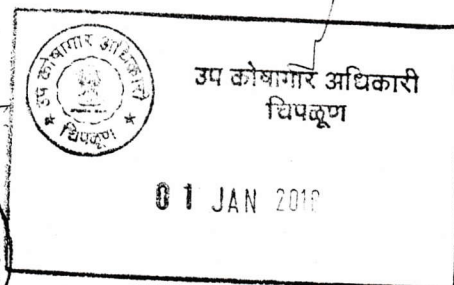


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MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN
MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. (MSETCL)
AND
JAIGAD POWERTRANSCO LIMITED (M/S JPTL)
FOR
OPERATION AND MAINTENANCE OF FOLLOWING TRANSMISSION INSTALLATION
OF JAIGAD POWERTRANSCO LIMITED

PARTICULARS OF TRANSMISSION INSTALLATIONS.

- 400kV Jaigad Bay-I along with its associated equipment at MSETCL's EHV substation at Karad.
- 400kV Jaigad Bay-II along with its associated equipment at MSETCL's EHV substation at Karad.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited


आवेक लिपिक
म.रा.वि.पा.क.मर्या;
अरुदा बांध, नि.संवसु परिमंडल
विजयनगर, कराड ४९५९९४

This Memorandum of Understanding made on 14th day of January 2018 between MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. (MSETCL) having their registered office at Prakashganga, Plot No 19, C-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051. (hereinafter referred to as MSETCL or its successors, executors and permitted assigns) and JAIGADPOWERTRANSCO LIMITED having their Registered office at JSW Centre, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter called the M/s. JPTL or M/s Jaigad Power Transco Limited which expression shall include its successors, executors and permitted assigns).

The MoU reads as under:

WHEREAS M/s JPTL, the owner has established Transmission Installations under supervision of MSETCL and proposes MSETCL to take over the same for operation/maintenance purpose on behalf of M/s JPTL on chargeable basis and M/s JPTL has in turn agreed to abide by the Terms and Conditions agreed between MSETCL and M/s JPTL.

THE UNDERTAKING WITNESSTH AS UNDER:

1.0 INTRODUCTION

- 1.1 The Jaigad-Karad, 400kV Double Circuit (Quad Bundle) Transmission line of M/s JPTL has been commissioned for transmission of Power to 400kV Karad sub-station of MSETCL from JSW Energy Limited power plant at Jaigad.
- 1.2 The maintenance of Transmission line has been planned to be carried out by M/s JPTL. However, the operation and maintenance of terminal bays and associated equipment in the MSETCL 400kV, Karad sub-station is to be carried out by MSETCL.
- 1.3 MSETCL and M/S JPTL have signed this MOU for maintenance of the above terminal bays. The said agreement will be effective from the date of commissioning of the respective bays as mentioned at 2.1 below, as per following terms and conditions.
- 1.4 The Memorandum of Understanding will be valid for **5 years i.e. from 01.01.2018 to 31.12.2022** unless terminated as per clause 11 or reviewed for bays I & II (2 no. of 400kV bays) of M/s JPTL in the premises of 400kV Karad sub-station of MSETCL.

2.0 SCOPE OF WORK

- 2.1 Terminal Bays under consideration for operation and maintenance of terminal equipment are as under at 400kV Karad Sub Station.

400kV Jaigad Bay-I along with its associated equipment at MSETCL's EHV substation at Karad w.e.f. 02.12.2011

400kV Jaigad Bay-II along with its associated equipment at MSETCL's EHV substation at Karad w.e.f. 28.09.2011

2.2 MSETCL's RESPONSIBILITIES:


- a) Operation of the above bays.
- b) The routine maintenance of the equipment in the M/s JPTL bays and control and relay panel including routine testing of protection and PLCC.
- 2.3 Testing, repairing and maintenance of all common equipment, accessories like battery charger, illuminations etc. will be in MSETCL's Scope.
- 2.4 The cost of T&P available at the concerned MSETCL substation required to be used for all types of repairs will be considered within scope of O&M charges. The arrangement of expert services /manufacturer's representative for major repairs/ replacement /emergency works including replacement of all major switchyard equipment's and its execution will be M/s JPTL's responsibilities and shall not be within the scope of the O&M agreement/MoU.

In case, services of the manufactures or any outside agency are required for particular occasion M/s JPTL will arrange for the same at its own cost.

Services of MSETCL staff and vehicles etc. utilized in emergency for replacement of equipment/structures etc. will be charged at actual, event wise, depending on emergency subject to verification by M/s JPTL representative.


CHIEF ENGINEER

MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco

2.5 SCHEDULE OF MAINTENANCE:

Maintenance and testing will be done as per the MSETCL maintenance schedules.

2.6 M/S JPTL will arrange for necessary shutdowns for these bays on request from MSETCL.

2.7 MSETCL shall maintain daily and monthly testing records in Logbooks and register; same shall be open to M/S JPTL at any point of time for inspection and review with prior permission from MSETCL. Wherever the manufactures maintenance schedule are indicated for some additional activities not covered in M/S JPTL / MSETCL schedules, the same will be carried out by M/s. JPTL at their own cost.

However, for certain tests like C-Tan Delta, Oil testing, Thermo-vision Scanning, Vibration measurement, etc. will be arranged by MSETCL and in case of non-availability of testing equipment and facility with MSETCL, the same will be outsourced at M/S JPTL's cost.

2.8 MSETCL will maintain records of operation and maintenance carried out by them. The program of periodical testing of equipment / switchgears in bays will be informed to M/S JPTL in advance in order to enable M/S JPTL to send its representatives for witnessing the test/works.

3.0 SPARES:-

3.1 Major spares and consumable for O&M, required for a period of at least two years, as recommended by the suppliers and those proposed by MSETCL will be reviewed, finalized and procured by M/S JPTL. These spares will be kept in the custody of M/s JPTL / MSETCL as may be mutually agreed upon. In case of custody of M/s JPTL, they may utilize the same for their own bays. They will be made available to MSETCL for utilization in M/S JPTL's bays, on requisition from MSETCL. In case of custody of M/s MSETCL, quarterly report on consumption of spares shall be furnished to JPTL for replenishment. MSETCL may use spares of M/s JPTL for its own bays in case of emergency with the concurrence of sub-coordinator of M/S JPTL.

3.2 The supply of spares mentioned at 3.1 above will not cover supply of original major spares including emergency replacement which M/S JPTL authorities will have to supply on requisition by the concerned sub-station in charge. Any delay due to the supply or limitation imposed on this account will not be accountable by MSETCL. However, in all possible circumstances sufficiently advance intimation shall be given by MSETCL to M/S JPTL Co-ordinator.

3.3 Consumables such as fuses, indicating lamps, etc. minor items such as structural nuts and bolts, wire, ferrules, silica gel and items of similar nature shall be arranged by MSETCL at their cost.

3.4 MSETCL may utilize its own spares if available and can be spared and M/S JPTL shall pay MSETCL present market price including all incidental charges such as handling, storage, transport, insurance octroi etc. plus 15% thereof for the spares so utilized. MSETCL will send report when any spare are used.

3.5 No hot line maintenance of such station equipment would be undertaken. Also, the major maintenance work is not included in the 1% maintenance charges and the additional expenditure incurred would be billed to M/s JPTL on the basis of actual expenditure for payments including cost of materials, actual labor charges, the tools & tackles charges plus 10%. The major maintenance work shall be undertaken by M/s JPTL. Whenever required, during routine maintenance or emergency breakdown, M/s. JPTL should arrange the services of supplier's engineers for special maintenance / rectification of defects of equipment of their bays.

3.6 In case of GIS S/stn / Bays M/s JPTL should provide the required quantity of gas to enable the switch gear / equipment to be in service along with suitable storage facilities for additional gas of 10% shall be provided. A mobile gas plant suitable for draining and refilling equipment shall be provided. The plant shall be supplied with all accessories like hoses, couplings, adaptors etc. necessary for evacuating and filling.
[Clause 3.6 is applicable for GIS S/stn only]

3.7 The compensation cost / incidental charges / insurances cost / insurances claims which MSETCL requires to pay and paid, such amount shall be recovered / reimbursed from the entities, whose bays are maintained by MSETCL.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power & Light Co. Limited

4.0 COMPENSATION:

4.1 M/S JPTL will pay MSETCL Operation & Maintenance charges @ 1% per annum of the cost of bays and all the equipment installed for these bays including the Pro-rata cost of common equipment as indicated below with effect from the date of commissioning of these bays.

4.2 Taxes applicable and payable by MSETCL on the services provided during this contractual period shall be paid additionally by M/S JPTL.

4.3 Further, Goods & Service Tax is applicable to the O&M charges according to new Goods & Service Tax Act-2017 by G. O. I. Hence, the same is to be included on the O&M charges.

4.4 ESCALATION:

The rate of yearly escalation in O&M charges shall be @ 10% of the O&M charges fixed for the previous year for respective bays after completion of one year from date of Commercial Operation of the respective bays commissioned subsequently.

4.5 COST OF BAYS

Total equipment cost of Bays as at clause 2.1 above is **Rs.1230.70** Lakhs as on date of commissioning mentioned in said clause 2.1. The details of cost of Bays are as shown in Annexure-C.

5.0 MODE OF PAYMENT:

MSETCL will submit quarterly O&M bills to the M/s JPTL Co-ordinator. The payment will be released by main co-ordinator after verification of the maintenance work carried out on the basis of monthly reports furnished by MSETCL. M/S JPTL assures prompt payment within due date. The due date is 30 days from the date of issue of bills.

The difference in O&M charges from the date of commissioning of bays as detailed below will be paid by M/s JPTL to MSETCL.

Name of the bay	Date of commissioning
400 kV Jaigad Bay-I	02.12.2011
400 kV Jaigad Bay-II	28.09.2011

MSETCL will raise the bill of difference amount accordingly. Adjustment in difference amount if any plus/minus will be carried out at the office of the Superintending Engineer, EHV O & M Circle, Karad.

5.1 Assistant General Manager (Transmission) from M/S JPTL shall act as main coordinator for above MoU.

5.2 In case payment is not made up to the due date, an interest in lieu of damages at the rate of 15% p.a. (1.25% per month) shall be charged up to the date of payment from the due date. Payments shall be made by local Cheque/Demand Draft/or through (RTGS/NEFT) electronic payment mechanism (E-payment), for which necessary details of Bank Account number of RTGS/IFSC Code, etc. are required to be furnished to M/S JPTL.

6.0 M/s JPTL's RESPONSIBILITY TOWARDS:

6.1 INSURANCE:

If M/s JPTL desires for insurance, it may cover appropriate insurance for equipment of the JPTL bays at their cost and lodging claims and processing them with insurance company for recovery.

6.2 In case of any manufacturing defect noticed by MSETCL, the same shall be informed to M/s JPTL who shall arrange inspection by the suppliers and arrange for repairs/replacement if required.

6.3 The arrangement of expert services /manufacturer's representative for major repairs/ replacement /emergency works including replacement of all major switchyard equipment's and its execution will be M/s JPTL's responsibilities and shall not be within the scope of the O&M agreement/MoU.



CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD



General Manager (Transmission)
Jaigad Power Transco Limited

6.4 MSETCL will take maximum precautions in operation and maintenance of the equipment. However, for any kind of mishaps / damages to the equipment, MSETCL shall not be responsible for such events / losses that may be caused to JPTL.

6.5 Copies in duplicate of relevant control and Relay panel drawings equipment literature drawings, Guarantee period Terms and conditions should be handed over to S/s in charge.

7.0 CO-ORDINATION:

7.1 M/s JPTL's authorized representative shall be permitted to visit Control Rooms and Switchyards at the above 400kV Karad sub-station and shall also be permitted to go through records of equipment pertaining to M/s JPTL bays/lines, with prior intimation to MSETCL's Co-coordinators. The authorized representative of M/s JPTL should disclose his identity to sub-station in charge whenever asked for as a safety measure.

7.2 The Main Co-ordinator and Sub Co-ordinators for MSETCL & M/s JPTL are indicated in Annexure 'A'

8.0 SETTLEMENT OF DISPUTES:

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance be settled amicably between the parties at operating level. In case any dispute is not settled amicably, it shall be referred to the Forum consisting of Managing Director from M/s. JPTL and the Director (Operation) MSETCL, Mumbai, who will resolve and / or decide the dispute (s), or difference (s), jointly and their decision in that regard shall be final and binding on the parties. In case of difference / dispute amongst the members of Forum, the parties may appoint a mutually agreed Sole Arbitrator, to resolve the said dispute (s), and the decision of the Sole Arbitrator shall be binding on the parties. If there can be no agreement/consensus on the appointment of the Sole Arbitrator the appointment will be done in accordance with the Arbitration and Conciliation Act 1996.

9.0 FORCE MAJEURE:

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out terms of the Agreement to the extent that such a failure is due to force majeure event such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of God, Act of Govt. and any other reasons beyond the control of concerned party. But, any party claiming the benefit of this Clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the party to this effect.

10.0 REPORTING:

Concerned MSETCL sub-station will report as under Daily Operation Data as per Annexure 'B'.

Daily Operational Data will be intimated by shift In-charge on local P&T phone to the concerned sub-coordinator of M/s JPTL every morning.

10.1 In case of any tripping, the information will be conveyed to in charge nominated by M/s JPTL using PLCC network and on local P&T Phone immediately. Detailed tripping report in prescribed format shall be handed over to local representative.

10.2 Quarterly maintenance report will be sent to main coordinator of M/s JPTL in duplicate.

11.0 TERMINATION:

11.1 Termination by M/s JPTL:

M/s JPTL may terminate this agreement:

- i) By giving a thirty (30) days written notice to MSETCL, if an event of Force Majeure affecting MSETCL continues for more than one hundred and eighty (180) days.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

- ii) By giving a thirty (30) days written notice to MSETCL ceases to carry on its business; or if MSETCL, voluntarily or involuntarily, abandons the maintenance of the facility or the operation of the facility.
- iii) By giving sixty (60) days written notice, at its sole option, with or without cause.

11.2 Termination by MSETCL:

MSETCL may terminate this agreement if any of the following events occurs:

- i) The passing of a resolution by the shareholders for the winding up of M/s JPTL, the appointment of a provisional liquidator in a proceeding for the winding up of M/s JPTL after notice to M/s JPTL and due hearing, which appointment has not been set aside or stayed within ninety (90) days of such appointment : or
- ii) By an order of court for winding up M/s JPTL, except for the purpose of amalgamation or reconstruction (provided that, as part of such amalgamation or reconstruction the property, the assets and undertaking of M/s JPTL are transferred to such amalgamated or constructed entity and the amalgamated or reconstructed entity has unconditionally assumed the obligations of M/s JPTL under this agreement).
- iii) By giving a thirty (30) days written notice to M/s JPTL, if M/s JPTL has engaged in willful default in the performance of its obligations under this agreement, unless M/s JPTL has remedied such action during the notice period;
- iv) By giving a thirty (30) days written notice to M/S JPTL, if an event of Force Majeure affecting M/S JPTL continues for more than one hundred and eighty (180) days.

11.3 TERMINATION PROCEDURE:

A notice of termination given pursuant to clauses 11.1 or 11.2 shall specify in reasonable details the circumstances giving rise to Termination Notice. Save to the extent otherwise provided herein, this agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which applicable party is entitled to effect such termination as provided above.

11.4 PAYMENTS UPON TERMINATION:


- i) Upon termination or as soon as practicable thereafter and in any event within ninety (90) days from the date of termination, an account shall be taken of the net amount owing from M/s. JPTL to MSETCL or from MSETCL to M/s. JPTL (as the case may be). M/s JPTL shall within thirty (30) days pay to MSETCL all payments due to MSETCL. If the account shows a balance due to M/s. JPTL from MSETCL, MSETCL shall forthwith pay any such balance to M/s JPTL.
- ii) M/s JPTL shall upon termination be liable to pay MSETCL operation charges on a pro rata basis up to date of termination specified in the Termination Notice, provided that this amount shall not taken into account if termination occurs under clause 11.1 i) and ii)

12.1 AMENDMENT:

No modification, amendment, or any change in this agreement shall be binding unless consented to in writing by both the Parties.

12.2 NOTICES:

All notices required or provided for in this agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, courier or facsimile transmission as follows:


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

If to M/s JPTL:

Address: M/s JPTL, 1st floor, Jeevan Jyothi Complex, Shivaji Nagar, Mumbai-Goa highway, Chiplun-415605.

Facsimile: 02355-253460

Telephone: 02355-253460

Email: ankit.saha@jsw.in ; imtiyaz.ahmad@jsw.in,

Attention: Ankit Saha, AGM.

If to MSETCL :

Address: Executive Engineer, 400kV R/S Div, Karad.

Facsimile : 02164-255182

Telephone:02164-255182

Email: ee3130@mahatransco.in

Attention: Executive Engineer

- 13.0 This MOU shall be valid from 01.01.2018 for five years (i.e. up to 31.12.2022) for 400kV 2 Nos. Bays of M/s JPTL at 400 kV Karad sub-station of MSETCL. Thereafter a fresh MoU will be signed between the parties as per terms mutually agreed between.

Signed and delivery on 14th day of January 2018 at Karad.



For MSETCL

Name : S. J. Patil
Designation & Seal of Company
CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD

WITNESS :

1 Name : [Signature]
Address : **Executive Engineer**
EHV PC O & M Zone, Karad

2 Name : [Signature]
Address : **Damle MA**
ASSISTANT ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD



FOR TRANSMISSION SYSTEM USER

Name : [Signature] (P.K. Saxena)
Designation & Seal of Company
General Manager (Transmission)
Jaigad Power Transco Limited


WITNESS :

1 Name : [Signature] (ANKIT SAHA)
Address : **AGM (Transmission)**
Jaigad Power Transco Limited

2 Name : [Signature]
Address : **IMTIYAZ AHMAD**
Deputy Manager (Transmission)
JAIGAD POWER TRANSCO LIMITED

ANNEXURE – A

Sr. No.	SUBSTATION	MSETCL		M/s JPTL	
		COORDINATORS		COORDINATORS	
		MAIN	SUB	MAIN	SUB
01.	KARAD	SEEHV (O&M) Circle, Karad	EX.ENGR. 400.kV R.S.,MSETCL, Karad	AGM, (Transmission) M/s JPTL, Chiplun	DM,(Transmission) M/s JPTL, Chiplun


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

ANNEXURE – B

DAILY OPERATION DATA TO BE FURNISHED TO AGM(Transmission) AND LOCAL
REPRESENTATIVE OF M/s JPTL.

Sr. No.	DATA
a)	MAXIMUM VOLTAGE IN KV/TIME
b)	MINIMUM VOLTAGE KV/TIME
c)	MAXIMUM FREQUENCY IN HZ/TIME
d)	MINIMUM FREQUENCY HZ/TIME
e)	** MAXIMUM FLOW IN MW/TIME
f)	** MINIMUM FLOW IN MW/TIME
g)	** MAXIMUM FLOW IN MVAR/TIME
h)	** MINIMUM FLOW IN MVAR/TIME
i)	** MAXIMUM CURRENT IN AMPS/TIME
j)	** MINIMUM CURRENT IN AMPS/TIME

** DATA WILL BE IN RESPECT OF EACH CIRCUIT

Details of tripping / shutdowns on M/S JPTL line (s), if any during the last twenty-four hours.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

ANNEXURE – C

COST OF ERECTED EQUIPMENT OF M/S JPTL BAYS AT 400kV KARAD SUBSTATION (MSETCL)

TOTAL COST OF BAYS AT 400kV KARAD S/S (MSETCL)

Sr. No.	Bays Name	Total Value (Rs. In Lacs)
01	Jaigad # 1 & Jaigad # 2 Terminal Bays with associated equipment	
a	Supply Cost	984.75
b	Erection Cost	18.72
c	Civil Works Cost	200.02
d	Other Cost	27.21
	Total cost of Jaigad Bays	1230.70

Total cost of Bays at Karad S/s.

Rs1230.70 Lacs

(Rs. Twelve Crore Thirty Lacs & Seventy Thousand Only)

1. The above costing is based on the Actual Bay cost furnished by MSETCL vide Ltr No. MSETCL/CO/D.C&M/TKC-I/692 dt. 19.01.2017.
2. The difference in O&M charges from the date of commissioning of bays as detailed below will be paid by M/s JPTL to MSETCL.

Name of the bay	Date of commissioning
400 kV Jaigad Bay-I	02.12.2011
400 kV Jaigad Bay-II	28.09.2011

MSETCL will raise the bill of difference amount accordingly.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited



Jaigad PowerTransco Limited



A Joint Venture of JSW Energy Ltd. & Maharashtra State Electricity Transmission Co. Ltd.


Regd. Office : JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 CIN. : U40102MH2008PLC181433
Phone : +91 22 4286 1000, Fax : +91 22 4286 3000

TO WHOM SO EVER IT MAY CONCERN

I hereby authorize Mr. Prashant Saxena, General Manager-Transmission, of the company and Authorized Person of the Company to appear before the Chief Engineer, EHV CC O&M Zone Karad or any other official of Maharashtra State Electricity Transmission Company Limited (MSETCL) and to execute and deliver the Operations and Maintenance Agreements with MSETCL for Terminal Bays at MSETCL's EHV Sub Station at New Koyna and Terminal Bays at MSETCL's EHV Sub Station at Karad for and on behalf of the Company and to take all such steps including submission of documents, etc. as may be required in that regard.

For Jaigad PowerTransco Limited


Yatish Chhabra,
Managing Director


Specimen Signature of
Mr. Prashant Saxena,
General Manager- Transmission of
Jaigad PowerTransco Limited
and Authorized Person of the
Company- **Authority Holder**



महाराष्ट्र MAHARASHTRA

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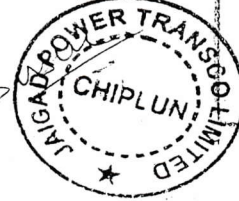
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अ.न. 196 दिनांक 500
नाम व जन्म जयगड पावर ट्रान्सको लि. चिपळूण
तारीख 08-01-2018 करिता वैभव दिलीप
संसार रा. चिपळूण.



उप कोषागार अधिकारी
चिपळूण

01 JAN 2018



MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN
MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. (MSETCL)
AND

JAIGAD POWERTRANSCO LIMITED (M/S JPTL)

FOR

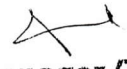
OPERATION AND MAINTENANCE OF FOLLOWING TRANSMISSION INSTALLATION
OF JAIGAD POWERTRANSCO LIMITED

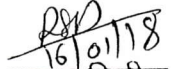
PARTICULARS OF TRANSMISSION INSTALLATIONS.

- 400KV Jaigad Bay-I along with its associated equipment at MSETCL's EHV substation at New Koyna.
- 400KV Jaigad Bay-II along with its associated equipment at MSETCL's EHV substation at New Koyna.


CHIEF ENGINEER

MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited


आवक लिपीक

म.रा.वि.पा.क.मर्या;

अउदा बांध.नि सयसु परिमंडल
विजयनगर कराड ४९५९९४

This Memorandum of Understanding made on 14th day of January 2018 between MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. (MSETCL) having their registered office at Prakashganga, Plot No 19, C-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051. (hereinafter referred to as MSETCL or its successors, executors and permitted assigns) and JAIGADPOWERTRANSCO LIMITED having their Registered office at JSW Centre, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter called the M/s. JPTL or M/s Jaigad PowerTransco Limited which expression shall include its successors, executors and permitted assigns).

The MoU reads as under:

WHEREAS M/s JPTL, the owner has established Transmission Installations under supervision of MSETCL and proposes MSETCL to take over the same for operation/maintenance purpose on behalf of M/s JPTL on chargeable basis and M/s JPTL has in turn agreed to abide by the Terms and Conditions agreed between MSETCL and M/s JPTL.

THE UNDERTAKING WITNESSTH AS UNDER:

1.0 INTRODUCTION

- 1.1 The Jaigad-NewKoyna, 400KV Double Circuit (Quad Bundle) Transmission line of M/s JPTL has been commissioned for transmission of Power to 400KV New Koynasub-station of MSETCL from JSW Energy Limited power plant at Jaigad.
- 1.2 The maintenance of Transmission line has been planned to be carried out by M/s JPTL. However, the operation and maintenance of terminal bays and associated equipment in the MSETCL 400kV, New Koynasub-station is to be carried out by MSETCL.
- 1.3 MSETCL and M/S JPTL have signed this MOU for maintenance of the above terminal bays. The said agreement will be effective from the date of commissioning of the respective bays as mentioned at 2.1 below, as per following terms and conditions.
- 1.4 The Memorandum of Understanding will be valid for 5 years i.e. **from 01.01.2018 to 31.12.2022** unless terminated as per clause 11 or reviewed for bays I & II (2 no. of 400kV bays) of M/s JPTL in the premises of 400kV New Koyna sub-station of MSETCL.

2.0 SCOPE OF WORK

- 2.1 Terminal Bays under consideration for operation and maintenance of terminal equipment are as under at 400kV New Koyna Sub Station.

400KVJaigad Bay-I along with its associated equipment at MSETCL's EHV substation at New Koyna
w.e.f. 06.04.2010

400KVJaigad Bay-II along with its associated equipment at MSETCL's EHV substation at New Koyna
w.e.f. 07.07.2010


2.2 MSETCL's RESPONSIBILITIES:

- a) Operation of the above bays.
 - b) The routine maintenance of the equipment in the M/s JPTL bays and control and relay panel including routine testing of protection and PLCC.
- 2.3 Testing, repairing and maintenance of all common equipment, accessories like battery charger, illuminations etc. will be in MSETCL's Scope.
 - 2.4 The cost of T&P available at the concerned MSETCL substation required to be used for all types of repairs will be considered within scope of O&M charges. The arrangement of expert services /manufacturer's representative for major repairs/ replacement /emergency works including replacement of all major switchyard equipments and its execution will be M/s JPTL's responsibilities and shall not be within the scope of the O&M agreement/MoU.

In case, services of the manufactures or any outside agency are required for particular occasion M/s JPTL will arrange for the same at its own cost.


CHIEF ENGINEER

MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

Services of MSETCL staff and vehicles etc. utilized in emergency for replacement of equipment/structures etc. will be charged at actual, event wise, depending on emergency subject to verification by M/s JPTL representative.

2.5 SCHEDULE OF MAINTENANCE:

Maintenance and testing will be done as per the MSETCL maintenance schedules.

2.6 M/S JPTL will arrange for necessary shutdowns for these bays on request from MSETCL.

2.7 MSETCL shall maintain daily and monthly testing records in Logbooks and register; same shall be open to M/S JPTL at any point of time for inspection and review with prior permission from MSETCL. Wherever the manufactures maintenance schedule are indicated for some additional activities not covered in M/S JPTL / MSETCL schedules, the same will be carried out by M/s. JPTL at their own cost.

However, for certain tests like C-Tan Delta, Oil testing, Thermo-vision Scanning, Vibration measurement, etc. will be arranged by MSETCL and in case of non-availability of testing equipment and facility with MSETCL, the same will be outsourced at M/S JPTL's cost.

2.8 MSETCL will maintain records of operation and maintenance carried out by them. The program of periodical testing of equipment / switchgears in bays will be informed to M/S JPTL in advance in order to enable M/S JPTL to send its representatives for witnessing the test/works.

3.0 SPARES:-

3.1 Major spares and consumable for O&M, required for a period of at least two years, as recommended by the suppliers and those proposed by MSETCL will be reviewed, finalized and procured by M/S JPTL. These spares will be kept in the custody of M/s JPTL / MSETCL as may be mutually agreed upon. In case of custody of M/s JPTL, they may utilize the same for their own bays. They will be made available to MSETCL for utilization in M/S JPTL's bays, on requisition from MSETCL. In case of custody of M/s MSETCL, quarterly report on consumption of spares shall be furnished to JPTL for replenishment. MSETCL may use spares of M/s JPTL for its own bays in case of emergency with the concurrence of sub-coordinator of M/S JPTL.

3.2 The supply of spares mentioned at 3.1 above will not cover supply of original major spares including emergency replacement which M/S JPTL authorities will have to supply on requisition by the concerned sub-station in charge. Any delay due to the supply or limitation imposed on this account will not be accountable by MSETCL. However, in all possible circumstances sufficiently advance intimation shall be given by MSETCL to M/S JPTL Co-ordinator.

3.3 Consumables such as fuses, indicating lamps, etc minor items such as structural nuts and bolts, wire, ferrules, silica gel and items of similar nature shall be arranged by MSETCL at their cost.

3.4 MSETCL may utilize its own spares if available and can be spared and M/S JPTL shall pay MSETCL present market price including all incidental charges such as handling, storage, transport, insurance octroi etc. plus 15% thereof for the spares so utilized. MSETCL will send report when any spare are used.

3.5 No hot line maintenance of such station equipment would be undertaken. Also, the major maintenance work is not included in the 1% maintenance charges and the additional expenditure incurred would be billed to M/s JPTL on the basis of actual expenditure for payments including cost of materials, actual labor charges, the tools & tackles charges plus 10%. The major maintenance work shall be undertaken by M/s JPTL only. Whenever required, during routine maintenance or emergency breakdown, M/S JPTL should arrange the services of supplier's engineers for special maintenance / rectification of defects of equipment of their bays.

3.6 In case of GIS S/stn / Bays M/s JPTL should provide the required quantity of gas to enable the switch gear / equipment to be in service along with suitable storage facilities for additional gas of 10% shall be provided. A mobile gas plant suitable for draining and refilling equipment shall be provided. The plant shall be supplied with all accessories like hoses, couplings, adaptors etc. necessary for evacuating and filling.
[Clause 3.6 is applicable for GIS S/stn only]

3.7 The compensation cost / incidental charges / insurances cost / insurances claims which MSETCL requires to pay and paid, such amount shall be recovered / reimbursed from the entities, whose bays are maintained by MSETCL.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

4.0 COMPENSATION:

4.1 M/S JPTL will pay MSETCL Operation & Maintenance charges @ 1% per annum of the cost of bays and all the equipment installed for these bays including the Pro-rata cost of common equipment as indicated below with effect from the date of commissioning of these bays.

4.2 Taxes applicable and payable by MSETCL on the services provided during this contractual period shall be paid additionally by M/S JPTL.

4.3 Further, Goods & Service Tax is applicable to the O&M charges according to new Goods & Service Tax Act-2017 by G. O. I. Hence, the same is to be included on the O&M charges.

4.4 ESCALATION:

The rate of yearly escalation in O&M charges shall be @ 10% of the O&M charges fixed for the previous year for respective bays after completion of one year from date of Commercial Operation of the respective bays commissioned subsequently.

4.5 COST OF BAYS

Total equipment cost of Bays as at clause 2.1 above is **Rs.665.55** Lakhs as on date of commissioning mentioned in said clause 2.1. The details of cost of Bays are as shown in Annexure-C.

5.0 MODE OF PAYMENT:

MSETCL will submit quarterly O&M bills to the M/s JPTL Co-ordinator. The payment will be released by main co-ordinator after verification of the maintenance work carried out on the basis of monthly reports furnished by MSETCL. M/S JPTL assures prompt payment within due date. The due date is 30 days from the date of issue of bills.

The difference in O&M charges from the date of commissioning of bays as detailed below will be paid by M/s JPTL to MSETCL.

Name of the bay	Date of commissioning
400 kV Jaigad Bay-I	06.04.2010
400 kV Jaigad Bay-II	07.07.2010

MSETCL will raise the bill of difference amount accordingly. Adjustment in difference amount if any plus/minus will be carried out at the office of the Superintending Engineer, EHV O & M Circle, Karad.

5.1 Assistant General Manager (Transmission) from M/S JPTL shall act as main coordinator for above MoU.

5.2 In case payment is not made up to the due date, an interest in lieu of damages at the rate of 15% p.a. (1.25% per month) shall be charged up to the date of payment from the due date. Payments shall be made by local Cheque/Demand Draft/or through (RTGS/NEFT) electronic payment mechanism (E-payment), for which necessary details of Bank Account number of RTGS/IFSC Code, etc. are required to be furnished to M/S JPTL.

6.0 M/s. JPTL's RESPONSIBILITY TOWARDS:


6.1 INSURANCE:

If M/s JPTL desires for insurance, it may cover appropriate insurance for equipment of the JPTL bays at their cost and lodging claims and processing them with insurance company for recovery.

6.2 In case of any manufacturing defect noticed by MSETCL, the same shall be informed to M/s JPTL who shall arrange inspection by the suppliers and arrange for repairs/replacement if required.


CHIEF ENGINEER

MSETCL, EHV PG O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

6.3 The arrangement of expert services /manufacturer's representative for major repairs/replacement /emergency works including replacement of all major switchyard equipments and its execution will be M/s JPTL's responsibilities and shall not be within the scope of the O&M agreement/MoU.

6.4 MSETCL will take maximum precautions in operation and maintenance of the equipment. However, for any kind of mishaps / damages to the equipment, MSETCL shall not be responsible for such events / losses that may be caused to JPTL.

6.5 Copies in duplicate of relevant control and Relay panel drawings equipment literature drawings, Guarantee period Terms and conditions should be handed over to S/stn in charge.

7.0 CO-ORDINATION:

7.1 M/s JPTL's authorized representative shall be permitted to visit Control Rooms and Switchyards at the above 400kV New Koyna sub-station and shall also be permitted to go through records of equipment pertaining to M/s JPTL bays/lines, with prior intimation to MSETCL's Co-ordinators. The authorized representative of M/s JPTL should disclose his identity to sub-station in charge whenever asked for as a safety measure.

7.2 The Main Co-ordinator and Sub Co-ordinators for MSETCL & M/s JPTL are indicated in Annexure 'A'

8.0 SETTLEMENT OF DISPUTES:

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance be settled amicably between the parties at operating level. In case any dispute is not settled amicably, it shall be referred to the Forum consisting of Managing Director from M/s JPTL and the Director (Operation) MSETCL, Mumbai, who will resolve and / or decide the dispute (s), or difference (s), jointly and their decision in that regard shall be final and binding on the parties. In case of difference / dispute amongst the members of Forum, the parties may appoint a mutually agreed Sole Arbitrator, to resolve the said dispute (s), and the decision of the Sole Arbitrator shall be binding on the parties. If there can be no agreement/consensus on the appointment of the Sole Arbitrator the appointment will be done in accordance with the Arbitration and Conciliation Act 1996.

9.0 FORCE MAJEURE:

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out terms of the Agreement to the extent that such a failure is due to force majeure event such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of God, Act of Govt. and any other reasons beyond the control of concerned party. But, any party claiming the benefit of this Clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the party to this effect.

10.0 REPORTING:

Concerned MSETCL sub-station will report as under Daily Operation Data as per Annexure 'B'.

Daily Operational Data will be intimated by shift In-charge on local P&T phone to the concerned sub-coordinator of M/s JPTL every morning.

10.1 In case of any tripping, the information will be conveyed to in charge nominated by M/s JPTL using PLCC network and on local P&T Phone immediately. Detailed tripping report in prescribed format shall be handed over to local representative.

10.2 Quarterly maintenance report will be sent to main coordinator of M/s JPTL in duplicate.

11.0 TERMINATION:

11.1 Termination by M/s JPTL:

M/s JPTL may terminate this agreement:

- i) By giving a thirty (30) days written notice to MSETCL, if an event of Force Majeure affecting MSETCL continues for more than one hundred and eighty (180) days.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

- ii) By giving a thirty (30) days written notice to MSETCL ceases to carry on its business; or if MSETCL, voluntarily or involuntarily, abandons the maintenance of the facility or the operation of the facility.
- iii) By giving sixty (60) days written notice, at its sole option, with or without cause.

11.2 Termination by MSETCL:

MSETCL may terminate this agreement if any of the following events occurs:

- i) The passing of a resolution by the shareholders for the winding up of M/s JPTL, the appointment of a provisional liquidator in a proceeding for the winding up of M/s JPTL after notice to M/s JPTL and due hearing, which appointment has not been set aside or stayed within ninety (90) days of such appointment : or
- ii) By an order of court for winding up M/s JPTL, except for the purpose of amalgamation or reconstruction (provided that, as part of such amalgamation or reconstruction the property, the assets and undertaking of M/s JPTL are transferred to such amalgamated or constructed entity and the amalgamated or reconstructed entity has unconditionally assumed the obligations of M/s JPTL under this agreement).
- iii) By giving a thirty (30) days written notice to M/s JPTL, if M/s JPTL has engaged in willful default in the performance of its obligations under this agreement, unless M/s JPTL has remedied such action during the notice period;
- iv) By giving a thirty (30) days written notice to M/S JPTL, if an event of Force Majeure affecting M/S JPTL continues for more than one hundred and eighty (180) days.

11.3 TERMINATION PROCEDURE:

A notice of termination given pursuant to clauses 11.1 or 11.2 shall specify in reasonable details the circumstances giving rise to Termination Notice. Save to the extent otherwise provided herein, this agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which applicable party is entitled to effect such termination as provided above.

11.4 PAYMENTS UPON TERMINATION:

- i) Upon termination or as soon as practicable thereafter and in any event within ninety (90) days from the date of termination, an account shall be taken of the net amount owing from M/s JPTL to MSETCL or from MSETCL to M/s JPTL (as the case may be). M/s JPTL shall within thirty (30) days pay to MSETCL all payments due to MSETCL. If the account shows a balance due to M/s JPTL from MSETCL, MSETCL shall forthwith pay any such balance to M/s JPTL.
- ii) M/s JPTL shall upon termination be liable to pay MSETCL operation charges on a pro rata basis up to date of termination specified in the Termination Notice, provided that this amount shall not taken into account if termination occurs under clause 11.1 i) and ii)

12.1 AMENDMENT:

No modification, amendment, or any change in this agreement shall be binding unless consented to in writing by both the Parties.

12.2 NOTICES:

All notices required or provided for in this agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, courier or facsimile transmission as follows:


CHIEF ENGINEER

MSETCL, EHV PC O & M. ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

If to M/s JPTL:

Address: M/s JPTL, 1st floor, Jeevan Jyothi Complex, Shivaji Nagar, Mumbai-Goa highway, Chiplun-415605.

Facsimile: 02355-253460

Telephone: 02355-253460

Email: ankit.saha@jsw.in ; imtiyaz.ahmad@jsw.in,

Attention: Ankit Saha, AGM.

If to MSETCL :

Address: Executive Engineer, 400KV R/S Div, New koyna, Pimpali Budruk.

Facsimile :02355-230189

Telephone: 02355-230189

Email: ee3140@mahatransco.in

Attention: Executive Engineer

- 13.0 This MOU shall be valid from 01.01.2018 for five years (i.e. up to 31.12.2022) for 400kV 2 Nos. Bays of M/s JPTL at 400 kV New Koyna sub-station of MSETCL. Thereafter a fresh MoU will be signed between the parties as per terms mutually agreed between.

Signed and delivery on 14th day of January 2018 at Karad.



For MSETCL

Name :

S. J. Patil

CHIEF ENGINEER

Designation & Seal of Company
MSETCL, EHV PC O & M ZONE, KARAD

WITNESS :

1 Name :

[Signature]

Executive Engineer

Address: EHV PC O & M Zone, Karad

2 Name :

Dante MA

ASSISTANT ENGINEER

MSETCL, EHV PC O & M ZONE, KARAD



FOR TRANSMISSION SYSTEM USER

Name :

General Manager (Transmission)
Jaigad Power Transco Limited

WITNESS :

1 Name :

[Signature] (ANKIT SAHA)

AGM (Transmission)

Address: Jaigad Power Transco Limited

2 Name :

[Signature]


Address: IMTIYAZ AHMAD

Deputy Manager (Transmission)
JAIGAD POWER TRANSCO LIMITED

ANNEXURE – A

Sr. No.	SUBSTATION	MSETCL		M/s JPTL	
		COORDINATORS		COORDINATORS	
		MAIN	SUB	MAIN	SUB
01.	NEWKOYNA	SEEHV (O&M) Circle, Karad	EX.ENGR: 400 KY R.S..MSETCL, New Koyna	AGM, (Transmission) M/s JPTL, Chiplun	DM,(Transmission) M/s JPTL, Chiplun


 CHIEF ENGINEER
 MSETCL, EHV PC O & M ZONE, KARAD


 General Manager (Transmission)
 Jaigad Power Transco Limited

ANNEXURE – B

DAILY OPERATION DATA TO BE FURNISHED TO AGM(Transmission) AND LOCAL REPRESENTATIVE OF M/s JPTL.

Sr. No.	DATA
a)	MAXIMUM VOLTAGE IN KV/TIME
b)	MINIMUM VOLTAGE KV/TIME
c)	MAXIMUM FREQUENCY IN HZ/TIME
d)	MINIMUM FREQUENCY HZ/TIME
e)	** MAXIMUM FLOW IN MW/TIME
f)	** MINIMUM FLOW IN MW/TIME
g)	** MAXIMUM FLOW IN MVAR/TIME
h)	** MINIMUM FLOW IN MVAR/TIME
i)	** MAXIMUM CURRENT IN AMPS/TIME
j)	** MINIMUM CURRENT IN AMPS/TIME

** DATA WILL BE IN RESPECT OF EACH CIRCUIT

Details of tripping / shutdowns on .M/S JPTLline (s), if any during the last twenty-four hours.


CHIEF ENGINEER

MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited

ANNEXURE – C

COST OF ERECTED EQUIPMENT OF M/S JPTL BAYS AT 400KV NEWKOYNA SUBSTATION (MSETCL).

TOTAL COST OF BAYS AT 400KV NEWKOYNA S/S (MSETCL)

Sr. No.	Bays Name	Total Value (Rs. In Lacs)
01	Jaigad # 1 & Jaigad# 2 Terminal Bays with associated equipment	
a	Supply Cost	541.60
b	Erection Cost	11.92
c	Civil Works Cost	84.82
d	Other Cost	27.21
	Total cost of Jaigad Bays	665.55

Total cost of Bays at NewKoyna S/s.

Rs.665.55 Lacs

(Rs. Six Crore SixtyFive Lacs & Fifty Five Thousand Only)

1. The above costing is based on the Actual Bay cost furnished by MSETCL vide Ltr No. MSETCL/CO/D.C&M/TKC-I/692 dt. 19.01.2017.
2. The difference in O&M charges from the date of commissioning of bays as detailed below will be paid by M/s JPTL to MSETCL.

Name of the bay	Date of commissioning
400 kV Jaigad Bay-I	06.04.2010
400 kV Jaigad Bay-II	07.07.2010

MSETCL will raise the bill of difference amount accordingly.


CHIEF ENGINEER
MSETCL, EHV PC O & M ZONE, KARAD


General Manager (Transmission)
Jaigad Power Transco Limited



Jaigad PowerTransco Limited

A Joint Venture of JSW Energy Ltd. & Maharashtra State Electricity Transmission Co. Ltd.

Regd. Office : JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 CIN. : U40102MH2008PLC181433

Phone : +91 22 4286 1000, Fax : +91 22 4286 3000




TO WHOM SO EVER IT MAY CONCERN

I hereby authorize Mr. Prashant Saxena, General Manager-Transmission, of the company and Authorized Person of the Company to appear before the Chief Engineer, EHV CC O&M Zone Karad or any other official of Maharashtra State Electricity Transmission Company Limited (MSETCL) and to execute and deliver the Operations and Maintenance Agreements with MSETCL for Terminal Bays at MSETCL's EHV Sub Station at New Koyna and Terminal Bays at MSETCL's EHV Sub Station at Karad for and on behalf of the Company and to take all such steps including submission of documents, etc. as may be required in that regard.

For Jaigad PowerTransco Limited


Yatish Chhabra,
Managing Director


Specimen Signature of
Mr. Prashant Saxena,
General Manager- Transmission of
Jaigad PowerTransco Limited
and Authorized Person of the
Company- **Authority Holder**