



PROCEDURE FOR GRID CONNECTIVITY
IN ACCORDANCE WITH
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION
(DISTRIBUTION OPEN ACCESS) REGULATIONS, 2016

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1.0 PREAMBLE:

- 1.1 This Procedure for grant of grid connectivity is in accordance with the Maharashtra Electricity Regulatory Commission (MERC) (Distribution Open Access) Regulations, 2016 (the Regulations) notified on 30th March, 2016 and the Methodology for the installation of projects under the comprehensive policy for grid connected power projects based on New and Renewable (Non-conventional) Energy sources – 2015 notified by Government of Maharashtra vide Government Resolution No.: Apau -2015/prakr.49/part- 8/Eng-7, dated 9th September, 2015.
- 1.2 The Procedure includes relevant information about application form, processing fees/charges payable, eligibility for grid connectivity and permission to commission the project thereof.
- 1.3 This Procedure shall apply to the Applications made for Grant of Connectivity to the lines or associated facilities of the Distribution System (i.e. voltage level up to 33 kV; intended to be connected to MSEDCL's 33/11 kV, 22/11 kV Sub-stations) received by MSEDCL on or after the date notified by the Commission of coming into force of the Regulations.
- 1.4 The Applicant intending to connect their project to MSETCL Sub-Stations shall strictly follow the procedure notified by the STU. In such a case, the Applicant shall approach to MSEDCL only for permission to commission their respective power project as per procedure.
- 1.5 Application for grant of connectivity can be made by :-
 - 1.5.1 A Generating Station, including a captive generating plant, having an installed capacity less than 5 MW, unless already connected, in accordance with the provisions of the Regulations.
 - 1.5.2 A Generating Station having installed capacity of 5 MW and above may be provided Connectivity to the Distribution System if such Connectivity is found to be technically feasible in accordance with Regulation 5.4 of the regulations, i.e. in consultation with the State Transmission Utility (STU) if required, carry out the inter-connection study as specified in the relevant Regulations of the Central Electricity Authority governing technical standards for Connectivity to the Grid.
 - 1.5.3 However, the grid connectivity shall not be granted to MSEDCL substation if the installed capacity exceeds 10 MW in any case.
- 1.6 A Generating Station already connected to the Distribution System or to whom Connectivity is already granted under an existing arrangement shall not be required to apply for Connectivity for the same capacity however, in case of augmentation of capacity of the Generating Station, a fresh application for modification to the Connectivity provisions shall be required in accordance with the provisions of the Regulations.
- 1.7 The Nodal Agency for grant of Connectivity to the Distribution System and Open Access shall be the Distribution Licensee in whose area of supply the Generator is

located. However, where the Generating Station is connected or intends to connect to the network of a Transmission Licensee, then the Nodal Agency shall be as specified in the Regulations.

- 1.8 The scheduling jurisdiction and procedure, metering, energy accounting and accounting of Unscheduled Interchange (UI) charges would be as per the relevant MERC Regulations, the Indian Electricity Grid Code and MERC State Grid Code, as amended from time to time.
- 1.9 Grid connectivity is not transferrable and it is applicable only to the applicant. In case of Wind or Solar PV Power Projects, where there are multiple investors owning different generation capacities and connected to common evacuation infrastructure which is developed by the applicant, the Grid Connectivity will be applicable to the applicant and such investors, however, no separate grid connectivity shall be issued to the individual investor.
- 1.10 The Applicant shall comply with the provisions of the relevant Regulations of the Central Electricity Authority governing the technical standards for Connectivity to the grid.
- 1.11 The Applicant and MSEDCL shall enter into a Connection Agreement upon grant of Connectivity in the format provided in Annexure II.
- 1.12 The grant of Connectivity shall not by itself entitle an Applicant to interchange any power through Open Access unless it obtains approval for Open Access in accordance with the provisions of the Regulations.
- 1.13 All applications received during the month shall be treated to have been made concurrently.
- 1.14 An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected.
- 1.15 MSEDCL reserves right to review/revise/modify/amend the terms and conditions of this Procedure as and when considered necessary.

2.0 APPLICATION FOR CONNECTIVITY

- 2.1 The application for Grant of Connectivity shall be made as per the application format for connectivity (**Annexure-I**) and shall contain details such as, proposed geographical location of the applicant, quantum of power to be interchanged that is the quantum of power to be injected in the case of a generating station including a captive generating plant and quantum of power to be drawn by the consumer, unit-wise commissioning schedule, etc.
- 2.2 The application for Grant of Connectivity should be submitted in a sealed envelope with "Application for Grant of Connectivity" clearly marked on the envelope. The application shall be addressed to:

The Chief Engineer (Power Purchase),
Maharashtra State Electricity Distribution Company Limited,
Plot No. G-9, Prakashgad, 5th Floor, A. K. Marg, Bandra (E), **Mumbai – 400 051.**

- 2.3 The applicant shall have to pay a non-refundable fee of the following amount by a Demand Draft or by electronic mode at the respective O & M Circle offices of MSEDCL where the Generating plant is situated.

Application type	Application Fee
All except Renewable Energy based Generators	Rupees Two Lakhs
Renewable Energy based generators	Rupees One Lakh

3.0 GRANT OF GRID CONNECTIVITY

3.1 CONVENTIONAL GENERATING STATIONS

3.1.1 On receipt of the application, MSEDCL shall ask the concerned Distribution O & M Circle, in whose are the project is situated, to carryout joint survey with the applicant and submit a Technical Feasibility Report for interconnection of the project with Distribution System.

3.1.2 After receipt of the technical feasibility report and approval to the same from MSEDCL authorities, MSEDCL shall issue a Grid Connectivity Letter to the applicant which will be valid for ONE (1) YEAR from the date of issue. The Grid Connectivity Letter format shall be as per Annexure III.

3.1.3 Documents required

- A. Site identification and land acquisition:
- B. Environmental clearance for the power station:
- C. Forest Clearance (if applicable) for the land for the power station:
- D. Water linkage:

3.2 WIND & SOLAR POWER GENERATORS

3.2.1 The project developer shall submit an application for grid connectivity in the prescribed format to MEDA. The application should include, along with other details, details about the project capacity, project site location, details of nearest MSEDCL /MSETCL sub-station etc.

3.2.2 After a preliminary scrutiny of the application, the MEDA shall inform the developer and MSEDCL for the purpose of technical feasibility report.

3.2.3 The proposal so received shall be forwarded to MSEDCL Circle Office where the Wind/Solar Power Project is proposed to be connected & commissioned in order to ascertain technical feasibility in co-ordination with the concerned SE (TQA).

3.2.4 If the proposal is found technically feasible, then the circle office shall submit the technical feasibility report along with the substation load details in the prescribed template. (Annexure V)

3.2.5 After receipt of technical feasibility report from Circle Office, the copy of the same shall be forwarded to MEDA.

3.2.6 On receipt of the technical feasibility report, MEDA will verify its conformity with the Wind & Solar power generation area and make recommendation to MSEDCL for grid connectivity.

3.2.7 The application for grid connectivity by the project developer will be scrutinised by the Committee for Grid Connectivity constituted by MSETCL in which thorough consultation will be done.

3.2.8 The decision for the issuance of grid connectivity to the project will be taken by the Committee for grid connectivity constituted by MSETCL. It will be done as per the terms of reference and mechanism laid down for the Committee. Before issuance of grid connectivity, the Committee will take review of earlier grid connectivity approvals. After review, if it is found that the progress of the project is not satisfactory, the Committee will first cancel the grid connectivity permission given to such projects.

3.2.9 After the decision of Committee for grid connectivity, an office note shall be submitted to the Competent Authority of MSEDCL seeking approval for permission for grid connectivity.

3.2.10 After receipt of approval, MSEDCL shall issue a Grid Connectivity Letter to the concerned Wind / Solar Project Developer which will be valid for ONE (1) YEAR from the date of issue. The Grid Connectivity Letter format shall be as per Annexure III.

3.2.11 The grid connectivity permissions shall stand expired automatically after twelve (12) months time period and the Wind / Solar Project Developer shall have to apply afresh for grid connectivity after expiry.

3.2.12 The Wind/Solar Project Developers are required to submit a non-refundable processing fee of Rs. 1.00 Lakhs for sanction of grid connectivity to the SE (O&M), MSEDCL.

3.3 COMMITMENT FEE (GRID CONNECTIVITY FROM MSEDCL)

3.3.1 The Wind/Solar Project Developer will be required to deposit Rs. 1.00 Lakhs per MW in the form of Demand Draft as commitment fee (refundable) to MSEDCL for timely transmission of power from the project to the MSEDCL Sub-station. The amount shall be paid to Maharashtra State Electricity Distribution Company Ltd. through a demand draft payable at concerned Circle Office after grant of Grid Connectivity Permission letter.

3.3.2 After receipt of grid connectivity permission, the project developer will be required to set up the evacuation arrangement within the time limit given by MSEDCL. The project developer/project holders shall set up evacuation arrangement according to the technical specifications of MSEDCL and as per their approval and supervision. No supervision charges will be recovered by MSEDCL

for Renewable Energy Projects. MSEDCL will refund the commitment fee (without interest) to those project developers/project holders who will complete and commission their evacuation arrangement within the given time limit.

3.3.3 If the evacuation arrangement is not completed or no progress is shown within the given time limit as per the methodology of MSEDCL, then the grid connectivity permission given to the said project will be cancelled and the commitment fee will be forfeited by MSEDCL.

3.3.4 If the evacuation arrangement for grid connectivity is not getting completed within the given time frame or if there is some progress made in respect of the evacuation arrangement; and there is a request from the project developer, a review will be taken regarding the progress made and extension of time limit to such projects can be considered. Such a review will be taken by the Committee for grid connectivity and appropriate decision for extension will be taken.

3.3.5 The Wind / Solar Project Developers who intend to connect their projects to MSEDCL's Sub-Stations shall strictly follow the procedure notified by STU. In such a case, Wind/Solar Project Developers need not pay commitment fee to MSEDCL.

3.4 TIME LIMIT EXTENSION FOR GRID CONNECTIVITY

3.4.1 If the Evacuation Infrastructure is not completed within the specified time limit, the applicant shall have to apply for time extension to Chief Engineer (Power Purchase) before 30 (Thirty) days from date of expiry of permission.

3.4.2 Maximum two time extensions of SIX months each will be granted to any power project. The non-refundable processing fee shall be as per Clause No. 2.3 for each time extension.

3.5 TEMPORARY GRID CONNECTIVITY:

Applications for temporary grid connectivity shall not be entertained.

3.6 All the fees and penalties received towards the grant of time extension shall be considered as non-tariff income of the nodal agency.

3.7 PERMISSION TO COMMISSION (PTC)

3.7.1 The Wind / Solar generator shall submit the application for PTC along with all necessary documents such as MEDA registration certificate, MEDA Recommendation for issue of Permission to Commission letter in case of wind, Grid Connectivity sanctions either from STU or MSEDCL, WTG Type Test Reports in case of Wind Projects, all other statutory clearances (Geology & Mining, Electrical Inspector), land documents, purpose of PTC as mandated in GoM RE Policy 2015, documents supporting intended sale of energy/agreement for sale of power in open access as mandated in the Regulations, Special Energy Meter installation Reports as per MSEDCL requirement (ABT meter with telecommunication facility), work completion report in case of dedicated

distribution feeder from Circle Office for commissioning the project, etc. Moreover, it will be mandatory to provide visibility of real time generation data to SLDC through RTU-DC & V-SAT as the case may be.

3.7.2 The proposal shall be processed seeking approval of the Competent Authority of MSEDCL.

3.7.3 After receipt of approval, MSEDCL shall issue permission to Commission Letter to the concerned Field Office of MSEDCL with a copy to the Wind/Solar generator which will be valid for fifteen (15) days from the date of issue. The Permission to Commission Letter format shall be as per Annexure IV.

3.7.4 If the project could not be commissioned within the stipulated time period, the extension to PTC shall be granted by the Chief Engineer (Power Purchase). First extension (15 days) shall be granted free of cost, then for each further extension, a fee of Rs. 1,000.00 per MW shall be recovered.

3.8 DOCUMENTS REQUIRED FOR GRID CONNECTIVITY

Application seeking grid connectivity, Site Identification and Land documents, MEDA registration certificate

3.9 DOCUMENTS REQUIRED FOR PERMISSION TO COMMISSION

Application for PTC, MEDA registration certificate, Grid Connectivity sanctions either from STU or MSEDCL, WTG Type Test Reports in case of Wind Projects, all other statutory clearances (Geology & Mining), land documents, Single line diagram specifying metering locations by SE TQA & SE O&M & approved by Electrical Inspector, Detailed Project Report (DPR), purpose of PTC as stipulated in GoM RE Policy 2015, valid agreement with prospective consumer in case of sale of power in open access as mandated in the Regulations, Special Energy Meter installation Reports as per MSEDCL requirement (ABT meter with telecommunication facility), work completion report in case of dedicated distribution feeder from Circle Office for commissioning the project, etc. Moreover, it will be mandatory to provide visibility of real time generation data to SLDC through RTU-DC & V-SAT as the case may be.

3.10 BAGASSE/AGRO-WASTE BASED COGENERATION POWER PROJECTS / SMALL HYDRO POWER PROJECTS / BIOMASS (AGRO-WASTE) BASED POWER PROJECTS

3.10.1 The applicant shall submit Grid connectivity recommendation letter from MEDA and documents such as Detailed Project Report (DPR), Single Line Diagram (SLD) of electrical sub-station certified by the MSEDCL and Electrical Inspector, Project approval letter from the respective design office, Hydro Power Development Agreement with Water Resource Department, allotment of project from Water Resource Department to MSEDCL.

3.10.2 The proposal so received shall be forwarded to MSEDCL Circle Office where the Power Project is proposed to be connected & commissioned to ascertain technical feasibility in co-ordination with the concerned SE (TQA).

3.10.3 After receipt of technical feasibility from Circle Office, an office note shall be submitted to the Competent Authority of MSEDCL seeking approval for permission for grid connectivity.

3.10.4 After receipt of approval, MSEDCL shall issue a Grid Connectivity Letter to the concerned Project Developer/generator which will be valid for ONE (1) YEAR from the date of issue. The Grid Connectivity Letter format shall be as per Annexure III.

4.0 INFIRM POWER

4.1 The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains long-term access, medium-term open access or short-term open access.

4.2 A Generating Station which has been granted Connectivity to the Distribution System shall be permitted by MSEDCL, subject to grid security considerations, to undertake testing, including full-load testing, by injecting infirm power into the grid before its commercial operation and prior to availing Open Access.

4.3 A Generating Station or Unit which has been granted Connectivity to the Distribution System shall be permitted by MSEDCL to inject infirm power into the grid during testing, including full-load testing, before its commercial operation for a period not exceeding six months from the date of its first synchronization.

4.4 MSEDCL may allow extension of the period for testing, including full load test, and consequent injection of infirm power by the Station or Unit, beyond six months in exceptional circumstances on an application made by the Generating Company at least two months before the close of the initial period of six months.

4.5 The Generating Station shall provide such information as may be required to satisfy MSEDCL that the injection of infirm power prior to commercial operation is solely for the purpose of testing and commissioning.

4.6 The commercial treatment of such infirm power from a Generating Station or Unit, other than one based on Renewable Energy sources, shall be as specified in the Regulations of the Commission governing multi-year tariff determination:

4.7 The power injected into the grid on account of such testing from a Generating Station for which tariff has not been determined by the Commission shall be the lower of the following:

- the rate for imbalance as arrived under the Intra-State Balancing and Settlement Code; or

- the average variable cost of long-term power purchase as approved by the Commission in the prevailing Tariff Order in respect of the Distribution Licensee to whom the Generating Station intends to sell power.
- 4.8 Before injecting infirm power, the Generating Station shall enter into an Agreement with the Distribution Licensee to supply such power.
- 4.9 In case the Generating Station does not have an Agreement for sale of power with any Licensee, there shall be no charge for such infirm power injected into the grid, and it shall be credited to MSEDCL.
- 4.10 MSEDCL shall convey its decision on grant of Connectivity within Forty Five (45) days from the receipt of Grid Committee decision.

5.0 General

- 5.1 As far as possible for proper evacuation of power, the project developer shall evacuate the power at MSETCL substation through a 33 KV dedicated (Express) feeder.
- 5.2 Only in case if the MSETCL substation is too far, if there are ROW issues, and if the project size is small (around 10 MW), then the power can be permitted to be evacuated at nearby 33/11 MSEDCL substation.
- 5.3 As above, evacuation of power to the extent of 10 MW can be permitted from a Wind / Solar project through a 33 KV feeder at 33/11 KV substation of MSEDCL.
- 5.4 The 33 KV evacuation feeder shall be erected as per MSEDCL specification and procedure with 0.2 ACSR conductor, Main & Check Special Energy Meter at Substation end by erecting a separate bay with all allied equipments.
- 5.5 Generally the 33KV incoming feeder of 33/11 KV substation emanates from EHV/MSETCL substation and may get extended to another 33/11 KV substation. Therefore, it is possible that due a fault on a downstream feeder/equipment the whole 33 KV feeder may gets tripped and isolated at MSETCL substation end and in that case the RE generator may have to bear the loss of its generation which can not be evacuated then. In such case, the RE generator/developer shall not be entitled for any compensation whatsoever towards deemed generation.
- 5.6 In view of the above, no claims for improper evacuation shall be entertained from RE generator/developer & MSEDCL shall be totally indemnified against any claims for any reason whatsoever.
- 5.7 The GOI/GOM/MERC/Judicial/Policy decisions, if any, revised from time to time and the provisions of the Electricity Act, 2003 will be binding on the RE generator/developer.
- 5.8 The generator shall intimate the Commercial Operation Date/Date of commissioning of project as may be applicable to nodal officer with a copy to this office.

ANNEXURE I

FORM OF APPLICATION FOR CONNECTIVITY

To
The Chief Engineer (Power Purchase),
Maharashtra State Electricity Distribution Company Limited,
Plot No. G-9, Prakashgad, 5th Floor, Anant Kanekar Marg,
Bandra (E), Mumbai – 400 051.

Sub: Connectivity to Distribution System

I/ We, _____ (name of applicant), require connectivity to your Distribution System in accordance with applicable Regulations. Following are the details

- 1) Current status of applicant: Generating Station/ Licensee
- 2) Particulars of a Licensee requiring connection within area of supply of Distribution Licensee:
 - a) Name of applicant:
 - b) Address of premises to which Connectivity is to be provided:
 - c) Purpose of usage of electricity:
 - d) Load applied for with Generating Station or Licensee intending to give supply, including peak load and average load
- 3) Particulars for connection to Generating Station:
 - a) Name of power plant:
 - b) Address:
 - c) Promoter:
 - d) Capacity:
 - e) Date from which Connectivity is required:
 - f) Technology:
 - g) Generation Voltage:
 - h) Step-up Voltage:
 - i) Commissioning Schedule (unit wise):
 - j) Installed Capacity (unit wise)
- 4) Details of payment for Connectivity Application
 - a) Amount:
 - b) Transaction Reference Number:
 - c) Date

Signature of applicant

Date:

Present address

Enclosures: Particulars/ documents accompanying the application

ANNEXURE II
CONNECTION AGREEMENT

This Agreement is made on the ____ day of _____ 20__ between,-

(i) ____ (Name) ____ of ____ (Address) ____ (hereinafter referred to as the "Distribution Licensee");

(ii) ____ (Name) ____ of ____ (Address) ____ (hereinafter referred to as the "Applicant");

Whereas the Distribution Licensee is the holder of a Licence to operate and maintain a Distribution System for supplying electricity to Consumers in the area of supply specified in his Licence:

Whereas the Applicant is a [Generating Station/ Licensee] eligible to connect to the Distribution System of the Distribution Licensee in accordance with the provisions of the Act and the Distribution Open Access Regulations and who is seeking connection of his existing, new or expanded electrical generating plant to the grid at 33 KV level or below:

This Agreement sets out the rights and obligations of the parties in respect of:

- a) The provision of connection to the Distribution System by the Distribution Licensee to the Applicant and the payment for such connection by the Applicant;
- b) the obligations of the Applicant in respect of such connection to the Distribution System of the Distribution Licensee;

The parties agree as follows:

Part A: General

1.0 Definitions

In this Agreement, unless the context otherwise requires-

- a) "**Act**" means the Electricity Act, 2003 (36 of 2003);
- b) "**Applicant**" means such person who has made an application for Grant of Connectivity and/or Open Access to the Distribution System of a Distribution Licensee in accordance with these Regulations;
- c) "**Authorised Representative**" means all officers, staff or representatives of the Distribution Licensees or the Supplier, discharging functions under the general or specific authority of the Distribution Licensees or the Supplier, as the case may be;
- d) "**Balancing and Settlement Code**" means such code as may be developed by the State Load Despatch Centre and approved by the Commission for the balancing of energy accounts and settlement of differences between energy scheduled and actual energy among the users of the grid in the State of Maharashtra;

- e) **"Commission"** means the Maharashtra Electricity Regulatory Commission;
- f) **"Connection"** means the joining of the premises of the Applicant with the Distribution System of the Distribution Licensee so as to enable the transfer of electricity between such premises and the distribution system;
- g) **"Connection Point"** means the physical point at which the premises of the Applicant is connected to the Distribution System;
- h) **"Connection Agreement"** means an agreement as defined in the Distribution Open Access Regulation;
- i) **"Contract Demand"** means demand in kilowatt (kW) or horse power (HP) or kilovolt ampere (KVA) or megavolt ampere (MVA), mutually agreed between the Distribution Licensee and the Consumer as entered into:
 - a. in the agreement for supply of electricity; or
 - b. in the Open Access Agreement; or
 - c. as agreed through other written communication;

Provided that unity power factor shall be considered for the purpose of unit conversion from MVA/kVA to MW/kW,

- j) **"Distribution Open Access Regulations"** means the Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2016 as amended from time to time;
- k) **"Electricity Supply Code"** means the Regulations specified by the Commission under clause (u), clause (v), clause (w), clause (x) and clause (zp) of sub-section (2) of Section 181 of the Electricity Act, 2003 read with Section 50 of the Act;
- l) **"Energise"** means the movement of any isolator, breaker or switch or the addition of any fuse or meter whereby active power or reactive power can be imported into or exported from the Applicant's premises through the Connection Point and the terms **"De-Energise"** and **"Re-Energise"** shall be construed accordingly;
- m) **"Licensed Electrical Contractor"** means an electrical contractor licensed by the State Government for the purpose of carrying out electrical works;
- n) **"Meter"** means a set of integrating instruments used to measure, record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes prepayment meters;
- o) **"Partial Open Access Consumer"** means an Open Access Consumer who maintains any demand with the Distribution Licensee in whose area of supply he is located in order to cater to his load requirement;

- p) **“Point of Supply”** means the point at the outgoing terminals of the cutouts fixed in the premises of the Consumer:

Provided that, in case of a Consumer with HT installation, the point of supply means the point at the outgoing terminals of the Distribution Licensee’s metering cubicle placed before such Consumer’s apparatus:

Provided further that, in the absence of any metering cubicle or where the metering is on the LT side of the HT installation, the Point of Supply shall be the incoming terminals of such Consumer’s main switchgear;

- q) **“Rules”** means the rules, as may be prescribed, under Section 178 and Section 180 of the Act and the Regulations, as may be specified, under Section 177 of the Act;
- r) **“Supplier”** means a Generating Company or Licensee, as the case may be, giving supply of electricity to a Consumer or a person situated in the area of supply of the other Distribution Licensee by using the Distribution System of the other Distribution Licensee in his area of supply, pursuant to an Open Access Agreement or giving supply by laying dedicated Transmission lines;
- s) **“Supply Agreement”** means the agreement for supply of electricity between Supplier(s) and Consumer(s) or person(s) on such terms and conditions (including tariff) as may be agreed between the parties;

Words or expressions used herein and not defined shall have the meanings assigned to them under the Act, the Rules or the Regulations.

2.0 Compliance with Act, Rules and Regulations

All parties to this Agreement shall comply with the provisions of the Act and the rules and Regulations laid down there under. Where any provision of this Agreement is inconsistent with the provisions of the Act and/ or the rules or Regulations laid down there under, the provisions of the Act, rules or Regulations, as the case may be, shall take precedence to the extent of such inconsistency.

3.0 Compliance with Distribution & Transmission Open Access Regulations, State Grid Code and Balancing and Settlement Code and as amended from time to time

All parties to this Agreement shall comply with the provisions of the Distribution and Transmission Open Access Regulations, the State Grid Code and the Balancing and Settlement Code, to the extent applicable to them.

4.0 Term of Agreement

This Agreement shall commence from the date and time of commencement, as provided in the Agreement and shall continue for such duration as may be agreed between the parties, unless terminated in accordance with clause 5 herein.

5.0 Termination of Agreement

5.1 Any party intending to terminate this Agreement shall give the other parties not less than thirty days prior written notice of termination of this Agreement:

Provided, that termination shall be subject to settlement of all dues of the Distribution Licensees in accordance with the Act, the Regulations and this Agreement.

5.2 The Distribution Licensees may terminate this Agreement and disconnect the Applicant in the following circumstances, in accordance with the provisions of the Act:-

- a) the Applicant defaults in the payment of any charge or any other sum due from him as provided under Section 56 of the Act; or
- b) any breach of Contract in an Open Access transaction where the Applicant is a party and which is affecting the Distribution Licensee or the Supply Distribution Licensee; or
- c) the Applicant does an act referred to in sub-section (3) of Section 163 of the Act; or
- d) the disconnection is authorized under any other provision of the Act, the Rules and Regulations made there under and/ or any other law for the time being in force.

5.3 The Applicant shall, within the notice period under clause 5.1 above, remedy or remove the cause or causes stated in the notice failing which the Distribution Licensee may terminate this Agreement from the date stated in the notice.

5.4 The reconnection of a disconnected Applicant shall be in accordance with the provisions of the Act and the Regulations.

6.0 Dispute resolution

6.1 Each party shall use all reasonable endeavors to resolve any disputes through bilateral mechanisms that may be mutually agreed upon.

6.2 Where any dispute between the Distribution Licensee and the Applicant under this Agreement cannot be bilaterally resolved, it shall be resolved in accordance with the Distribution Open Access Regulations

7.0 Force Majeure:

7.1 If either party is unable wholly or partly to perform on time any obligation under this Agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.

- 7.2 A party affected by a Force Majeure Event shall use all reasonable endeavours to remove the effect of each Force Majeure Event affecting its performance of this Agreement.
- 7.3 Subject to clause 7.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including-
- a) its nature and likely duration,
 - b) the obligations affected by it and the nature and extent of its effect on those obligations; and
 - c) the steps taken to remove, overcome or minimize its effect:
- Provided the Force Majeure conditions shall be implemented in accordance with Distribution Open Access Regulations.

8.0 Changes to Agreement:

The parties agree to negotiate in good faith any amendments to this Agreement that may be reasonably required as a result of experience gained in the introduction of Open Access in the State.

9.0 Agreement to Connect:

- 9.1 Subject to the terms and conditions of this Agreement, the Distribution Licensee agrees to the Applicant's premises being connected and remaining connected to the Distribution System at the Connection Point and to the Connection Point remaining Energised for the term of this Agreement, except where authorized under the Act or the Distribution Open Access Regulations.
- 9.2 The Applicant shall take all reasonable precautions as regards his Connection to the Distribution System of the Distribution Licensee to prevent any adverse effect on the:
- a) Use of the Distribution System of the Distribution Licensee;
 - b) Quality and reliability of supply of electricity through the Distribution System of the Distribution Licensee; and
 - c) Safety of the Distribution Licensee's works and personnel, as may be required of the Applicant's in accordance with the Regulations specified under Section 53 of the Act.

10.0 Wiring of Applicant's Premises:

The work of wiring at the premises of the Applicant beyond the point of Connection shall be carried out by the Applicant and shall conform to the standards specified in the Indian Electricity Rules, 1956 until the introduction of any rules or Regulations for the same under the provisions of the Act.

11.0 Processing of applications:

11.1 Upon receipt of an application, the Distribution Licensee send his Authorised Representative to:

11.1.1 study the technical requirements of making Connection to the Distribution System; and

11.1.2 inspect the premises which is to be connected, with prior intimation to the Applicant

11.2 The Authorised Representative shall, in agreement with the applicant, fix the position of the mains, cut-outs or circuit breakers and meters and sanction the load for the premises:

Provided that the service position shall normally be at an accessible location and the meter shall be fixed at a height so as to enable convenient reading of meter and to protect the meter from any adverse weather conditions.

11.3 After an inspection referred to in clause 11.1 above is carried out, the Distribution Licensee shall intimate the Applicant of the details of any works that are required to be undertaken for giving Connection, the charges to be borne by the Applicant thereon in accordance with clause 13 below and list of outstanding documents and consents/ statutory permissions required to be obtained by the Applicant.

11.4 Upon receipt of a duly complete application accompanied with the required charges, and availability of suitable piece of land or room and all other consents and permissions as may be required in accordance with clause 12 below, the Distribution Licensee shall sanction and carry out or may also permit to be carried out the works required to Energise the Connection Point.

11.5 The Distribution Licensee shall give, the Applicant, not less than 2 days prior notice of any tests for energising the Connection and shall, immediately after energising the Connection, notify the Applicant of the time and date of Connection of the facility.

11.6 The Applicant shall not, prior to receipt of such notification under clause 11.5 above, perform any act so as to import electricity from or export electricity to the distribution system through the Connection Point.

11.7 The works undertaken to provide the Connection to the Distribution System shall be maintained by the Distribution Licensee over the term of this Agreement.

11.8 The Distribution Licensee shall be entitled to use such works to provide a Connection to any other eligible person or to provide supply to any Consumer of such Distribution Licensee, except if such use is detrimental to the Connection to the Applicant or to the use of distribution system in relation to such Consumer.

12.0 Rights of Way and Access Conditions

12.1 The Applicant shall grant to the Distribution Licensee all consents that the Applicant is empowered to give as are required by the Distribution Licensees for carrying out of works to give access to the Distribution System.

12.2 Where, in the opinion of the Distribution Licensee, the connection requires the installation of a distribution transformer on the Applicant's premises, the Applicant shall make available to the Distribution Licensee, by way of lease, for the term of this Agreement, a suitable piece of land or a suitable room within such premises for such works:

Provided that this provision shall apply only where the quantum of electricity sought to be transferred through Open Access exceeds 1 MW:

Provided that the aforesaid lease, shall be in accordance with Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, as amended from time to time.

12.3 Notwithstanding anything contained in clause 12.2 above, where the provision of land or room is required under the Development Control Rules of the local authority or by any appropriate authority of the State Government, the terms and conditions for use of such land or room shall be as determined under the said Rules or by the said authority.

13.0 Principles for levy of charges

13.1 Where the Connection entails works of laying a service-line from the distributing main to the Applicant's premises, the Distribution Licensee shall be authorized to recover all expenses incurred on such works from the Applicant based on the schedule of charges approved by the Commission under the Electricity Supply Code.

13.2 Where the Connection entails works of installation of dedicated facilities, the Distribution Licensee shall be authorized to recover all expenses reasonably incurred on such works from the Applicant based on the approved schedule of charges.

13.3 Where such facilities have been provided by the Applicant, then such facilities may be retained by the Applicant upon termination of this Agreement:

Provided however that where the termination of this Agreement is due to the Applicant's failure to pay any sum under Section 56 of the Act, the Distribution Licensee, in addition to the rights available under that Section, shall be entitled to adjust such sums due from the recoverable amount of facilities to which the Applicant is connected or to retain facilities of such recoverable amount as to cover such sums due from such Applicant to the Distribution Licensee.

Explanation – for the purpose of this Regulation, the term "recoverable amount" shall have the same meaning as provided in Accounting Standard (AS) 28: "Impairment of Assets" of the Institute of Chartered Accountants of India.

- 13.4 Where the Distribution Licensee permits an Applicant to carry out works for the Connection through a Licensed Electrical Contractor, the Distribution Licensee shall be entitled to only recover charges for supervision undertaken by the Distribution Licensee up to a maximum of 15 per cent of the cost of labour that would have been employed by the Distribution Licensee in carrying out such works.
- 13.5 On completion of all works under this clause, the Distribution Licensee shall notify the Supply Distribution Licensee about completeness of work.

14.0 Change of name

- 14.1 A Connection may be transferred in the name of another person upon death of the Applicant or in case of transfer of ownership or occupancy of the premises, upon application for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the Applicant to require shifting of the Connection to a new premises.

- 14.2 The application for change of name shall be accompanied by such charges of the Distribution Licensee, as are approved under the Electricity Supply Code.

- 14.3 The application under clause 14.1 shall be accompanied by:

- (i) consent letter of the transferor for transfer of Connection in the name of transferee;
- (ii) in the absence of a consent letter, any one of the following documents in respect of the premises: (a) proof of ownership of premises; (b) in case of partition, the partition deed; (c) registered deed; or (d) succession certificate;
- (iii) photocopy of licence / clearance with respect to the purpose for which electricity is being supplied to the premises, if required by statute;
- (iv) Processing fee or receipt thereof.

- 14.4 The Distribution Licensee shall communicate the decision on change of name to the Applicant, within 2 months from the date of application for change of name:

Provided where the Distribution Licensees disallows or refuses to the change of name, it shall do so after affording the applicant for change of name a reasonable opportunity of being heard in the matter:

Provided further that the Distribution Licensees shall communicate the reasons of refusal in writing through letter, including by electronic means to the Applicant for change of name.

- 14.5 Any charge or any sum other than a charge due to the Distribution Licensee which remains unpaid by a deceased Consumer or erstwhile owner / occupier of premises, as the case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of premises, as the case may be, and the same shall be recoverable by the

Distribution Licensees as due from such legal representatives or successors-in law or new owner / occupier of the premises, as the case may be:

Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this clause 14.5 shall be restricted to maximum period of six months of the unpaid charges due to the Distribution Licensees in accordance with Section 56 of the Act and this Agreement.

15.0 Limitation on Demand and Export

- 15.1 The Applicant shall not import or export electricity through the Connection Point beyond that is technically feasible and permitted by the Distribution Licensee.
- 15.2 If the Import or Export, as applicable is exceeded, the Distribution Licensee may give notice to the Applicant setting out details and requesting the Applicant to remedy the situation within seven days of receipt of the notice, failing which the Distribution Licensee shall have the right to impose such penalty as may be stipulated by the Commission, in addition to any other right available to the Distribution Licensees under the Act.

16.0 Power Factor / Harmonics

- 16.1 It shall be obligatory for the Applicant to maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted both by the Distribution Licensee, in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission.
- 16.2 It shall be obligatory for the Applicant to control harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant orders of the Commission.
- 16.3 The Distribution Licensee, may require the Applicant, within a reasonable time period, which shall not be less than 3 months, to take such effective measures so as to raise the average power factor or control harmonics of his installation to a value not less than the prescribed norm:

Provided that the Supply Distribution Licensee may charge penalty or provide incentive for low / high power factor and for harmonics, in accordance with relevant orders of the Commission.

17.0 Access to premises

- 17.1 No person other than an Authorised Representative of the Distribution Licensee or any other person authorised under the Act and the rules and Regulations made there under shall be authorised to operate, handle or remove any electrical plant, electric lines or meter or break, remove, erase or otherwise interfere with the seals, name plates and distinguishing numbers or marks affixed on such property of the Distribution Licensee placed in the Applicant's premises:

Provided that such Authorised Representative of both the Distribution Licensee shall not perform any of the acts under this clause 17 except in the presence of the Applicant or his representative:

Provided further that the Distribution Licensees shall provide prior intimation to the Applicant of the visit of the Authorised Representative to the Applicant's premises, except where the Distribution Licensee has reason to believe that any person is indulging in unauthorized use of electricity and/ or is committing an offence of the nature provided for in Part XIV of the Act on such premises.

- 17.2 The Applicant shall permit entry into his premises for the authorized representatives of the Distribution Licensee to read, inspect, test, install, remove or replace the meters or to Energies or De-Energies the Connection Point.

18.0 Meters

- 18.1 Meter specifications:

- 18.1.1 The Applicant shall install or have installed a correct meter in accordance with the Regulations made in this behalf by the Authority under Section 55 of the Act:

Provided that the Applicant under MERC (Distribution Open Access) Regulations, shall install or have installed a Special Energy Meter.

- 18.2 Supply and Cost of Meter

- 18.2.1 The Applicant may opt to purchase a meter from the Distribution Licensee or from any supplier with specification made in compliance with Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006 and its amendment from time to time.

Provided that the specification should be compatible with MSLDC's requirement for energy accounting.

Provided further that such meters procured by the Applicant shall be tested by the Distribution Licensee within sixty days from date of the Application.

Provided, that an Applicant who opt to purchase a meter from the Distribution Licensee shall purchase such meter from the Distribution Licensee at such price as may be approved by the Commission under the Electricity Supply Code.

- 18.3 Lost / burnt meters

- 18.3.1 Any complaint to the Distribution Licensee regarding a lost meter shall be accompanied by a copy of the First Information Report (FIR) lodged with the concerned police station

- 18.3.2 The Connection Point shall be Re-Energised after installation of a new meter, and after payment of the price of the meter, the cost of other apparatus, and any other approved charges of the Distribution Licensee.

- 18.3.3 Where, upon a complaint by the Applicant or inspection by the Authorised Representative of the Distribution Licensee, the meter is found to be burnt, it shall be replaced and the Connection Point shall be Re-Energised as soon as possible:

18.3.4 Provided that the Distribution Licensee may recover the price of the meter from the Applicant.

18.3.5 Except in the case of a burnt meter or a lost meter, the Distribution Licensee shall not be authorized to recover the cost of the meter more than once during the term of this Agreement.

18.4 Testing of meter

18.4.1 The Distribution Licensee shall be responsible for periodic testing of the meter

18.4.2 The Applicant may, upon payment of the approved testing charges, request the Distribution Licensee to test the accuracy of the meter

Provided that the Applicant may require the Distribution Licensee to get the meter tested at such facility as may be approved by the Commission

18.4.3 The Distribution Licensee, shall provide a copy of the meter test report to the Applicant within a period of 2 months from the date of request for testing of the meter by the Applicant

18.4.4 In the event of the meter being tested and found to be beyond the limits of accuracy prescribed in the Regulations specified by the Authority under Section 55 of the Act, the Distribution Licensee shall refund the testing charges paid by the Applicant and intimate the Supplier of the results of the test to enable adjustment in the bill of the Applicant:

Provided that the amount of any such excess or short billing shall be adjusted between the Distribution Licensee and the Supplier, as the case may be.

19.0 Information exchange

19.1 The Distribution Licensee and the Applicant agree to use their reasonable endeavours to provide each other, in a timely manner, such information in respect of the Open Access Consumers and their connection to and use of distribution system as either of them may possess and as the other may reasonably require to carry out their obligations under the Act, the Rules, the Distribution Open Access Regulations or this Agreement:

Provided further that the provision of information under this clause shall be subject to the obligations of both parties to maintain confidentiality of such information being requested for, under the Act or any other law for the time being in force.

19.2 The Distribution Licensee and the Applicant agree to take reasonable steps to ensure that all information provided by either of them to the other under this Agreement is accurate and complete.

20.0 Governing Laws and Jurisdiction:

The Agreement shall be governed by Indian Laws and Rules made there under

21.0 Amendment to the Connection Agreement:

In case of modification to point of Connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification

IN WITNESS WHEREOF the Distribution Licensee and the Applicant have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Name & Signature

Applicant

Name & Signature

Distribution Licensee

ANNEXURE III

SAMPLE GRID CONNECTIVITY LETTER

---(On MSEDCL Letter Head)---

Ref. No. CE/PP/

Date:

To,
M/s. -----(RE Developer / Generator)

Sub: Regarding permission for Grid connectivity of -- MW Wind/Solar PV power plant in respect of M/s. ----- proposed to be set up at -----

Ref: Letters

In connection with the above subject as per decision taken in the Grid connectivity Committee meeting dated ----- and letters under reference of Superintending Engineer (TQA), ---, and S.E,O&M Circle -----the permission for Grid connectivity to --- MW wind/ Solar PV project of M/s. -----, situated at..... at --- KV level at ---- KV MSEDCL substation at is proposed to be granted subject to following terms & conditions

1. M/s. ----- have to pay non-refundable fee of Rs. 1 Lakh as per the Clause No. 5.3 of MERC (Distribution Open Access) Regulations 2016. The fee shall be payable at ----- Circle Office.
2. Further, as per Clause no. 3.5 of GoM Methodology dated 09.09.2015, M/s. ----- have to deposit commitment fee (Refundable) of Rs. 1 Lakh per MW in the form of Demand draft to MSEDCL for timely transmission of power from their project to the substation. The DD shall be submitted at ----- Circle Office
3. The SE (O&M), MSEDCL, ----- (being the nodal officer) in co-ordination with SE (TQA), MSEDCL, ---- shall be responsible for effecting the Techno-commercial arrangements related with grid connectivity of ---- MW Solar project of M/s. ----- after due verification of techno-commercial parameters as per norms.
4. The evacuation arrangement shall be totally at the risk and cost of M/s. -----
5. The modification/ suggestion, if any from SE (O&M), MSEDCL, ----- and SE (TQA), MSEDCL, ----for proper evacuation of power shall be binding on M/s. -----.
6. The SE (O&M), MSEDCL, ---- shall ensure single point Grid connectivity in the premises of M/s. -----.
7. M/s. ----- will have to install special Import/ Export ABT meter having continuous communication facility with SLDC.
8. M/s. ----- will have to follow grid discipline and CEA (Technical Standard for Connectivity to the Grid), 2007 and amendment from time to time.
9. M/s. ----- will make their own arrangement for synchronization at their own cost.

10. This permission is limited only for grid connectivity. It is specifically informed that MSEDCL will not buy this power. Buying arrangement, if any will be different as manifested by signed EPA.
11. M/s. ----- shall obtain required clearances from the statutory authorities in the area at their own cost.
12. M/s. ----- shall compensate for any damages caused to the allied equipment/lines of MSEDCL/ MSETCL on account of malfunctioning of the 1 MW Solar Power project and metering arrangement related with system.
13. No compensation shall be made applicable, if any damages occur to the system of M/s. -- ----- on account of dips, surges or grid failure of MSEDCL/ MSETCL.
14. Any malpractices will be dealt as per EA 2003 i.e. Sec. 126 and Sec. 135.
15. No claims for improper evacuation shall be entertained from M/s. ----- & MSEDCL shall be totally indemnified against any claims for any reason whatsoever.
16. Any Un-stabilization and non evacuation of power due to any reason whatsoever, referred with sale of power, MSEDCL shall not be held responsible.
17. GOI/ GOM/ MERC/ Judicial decisions, if any policy revised from time to time in relation to and the provisions of EA 2003 will be binding on M/s. -----.
18. M/s. ----- should submit a notarized undertaking on Rs. 200/- Stamp paper that they will not claim any compensation for deemed generation if complete power evacuation is not possible at minimum load condition for whatsoever reason may be.
19. The validity of this permission is for 12 months from the date of issue of the grid connectivity permission. The permission shall stand expired after 12 months unless otherwise extended by MSEDCL.
20. The grant of permission of Grid connectivity shall not entitle M/s. ----- to interchange any power unless Commissioning permission is sought by the generator.
21. In case any contingencies and system constraints M/s. ----- will have to back down the generation as per system conditions as per directives of State Load Dispatch Centre and MSEDCL shall not be responsible for any such loss incurred to generator.

ANNEXURE IV
PERMISSION TO COMMISSION

----(On MSEDCL Letter Head)---

No. CE PP/Solar/New Comm. /

Date:

To,

The Superintending Engineer,
 O&M Circle, MSEDCL,

Sub: Permission for commissioning of New MW Wind/Solar PV project in respect of Wind/solar generator M/s.....

Ref: (1) GoM RE Policy-2015 (G.R. dated 20.07.15)

- (2) Methodology to GoM RE Policy (G.R. dated 09.09.2015)
- (3) MERC (Distribution Open Access) Regulations, 2016
- (4) Letter from MEDA No. -----dated-----
- (5) Letter from M/s. ----- dated -----

In connection with the above, it is to inform that, the wind/solar developer M/s. is developing a MW Solar Power park at Village:, Tal., Dist. Grid connectivity to the wind/Solar park / project has been issued by MSETCL/MSEDCL vide letter No. dated

Now, the wind/solar generator M/s. has requested to issue permission for commissioning of their proposed MW wind/Solar PV project in the above said wind/solar park of M/s.

The details are as below:

Sr. No.	Name of generator	Location of wind/Solar PV Power project	Location No.	Capacity in MW	Option for sale of wind/solar energy
1	M/s.	Village:.....

In view of the above, the Competent Authority has considered the issue and accorded approval as under:

1. The permission is granted only for commissioning of the new wind/solar power plant of M/s. (..... MW), Location no. situated at Village..... Tal. Dist.
2. The permission for commissioning of the said wind/solar PV project shall be valid for 30 days from the date of this letter.

3. This is specifically informed that MSEDCL will not buy this power. Buying arrangement, if any, will be different as manifested by signed EPA.
4. The permission to commission is granted subject to the condition that all the statutory clearances are obtained by the generator and are in place.
5. The permission to commission shall not by itself entitle the wind/solar generator to interchange any power through Open Access unless it obtains approval for Open Access in accordance with the provisions of MERC (Distribution Open Access) Regulations, 2016. The wind/solar generator shall have to obtain open access permission within a period of 30 days from the date of commissioning of this project, failing which the wind/solar project will be disconnected from the grid.
6. Further, the infirm power injected into the grid during the period from the date of commissioning up to the date of commencement of open access shall be treated as lapsed as per the Regulation 5 of MERC (Distribution Open Access) Regulations, 2016.
7. In case of emergency / to ensure grid security, the instructions issued by the State Load Dispatch Center from time to time shall be binding on the solar generator and the plant shall back down or shut down the generation if system conditions so warrant. The solar generator shall not be entitled for any compensation whatsoever in such case.
8. After commissioning of project, the certificate of commissioning shall be issued.
9. Obtaining of open access permission by the wind/solar generator within 30 days shall be monitored and compliance report (either for availing open access or for disconnection of solar plant) shall be submitted to this office invariably.
10. It will be your sole responsibility to ensure monitoring and adherence of all the stipulated terms & conditions by the wind/solar generator as mentioned above and you will be personally held responsible for deviation if any.

This is for your information and further necessary action.

Chief Engineer (Power Purchase)

ANNEXURE V
SUBSTATION LOAD DETAILS TEMPLATE

TEMPLATE OF FEASIBILITY REPORT

(To be submitted within one month from the date of application)

1. Name and Address of the Project holder :
2. Installed Capacity of the proposed plant :
3. Name of the Circle :
4. Details :

Sr No	Name of the Nearby S/s	Installed Capacity of the S/s	Distance of S/s from the project site (for line length)	Name of the feeder	Details of loads on the Substation and their feeders						Load shedding as per PPLS (in which zone) and load shedding hours
					Current year upto previous month		Last year		Last to last year		
					Min. Load (MW)	Max. load (MW)	Min. Load (MW)	Max load (MW)	Min. Load (MW)	Max. Load (MW)	
1											
				a							
				b							
				c							
2											
				a							
				b							
				c							
3											
				a							
				b							
				c							

5. Concrete feasibility at what level : (Considering min. loads for past two years)
6. Attach load curves of loading conditions:
 - a. Showing load from 00 hrs to 24 hrs (for day)
 - b. Showing monthly load
 - c. Showing Annual loads (for three years)
7. Substation Details :
8. Line Details with Size of conductor for existing / proposed HV lines along with Single Line Diagram emanating from EHV S/s :
9. Recommendation of SE (TQA), Pune – Whether feasible or not feasible.
10. Recommendation of SE (O&M): Power can be evacuated Round the Clock or not.
11. If power cannot be evacuated: Suggest alternate concrete feasibility on EHV or as the case may be.

Note:

- 1) The feasibility is desired at EHV Substation for installed capacity above 5 MW in order to evacuate the entire power generated.
- 2) In case, evacuation is proposed at MSEDCL minor substation reasons for such decision along with clear justification and approval of SE (TQA), ---- and the CE (O&M) Zone-----.
- 3) If the project holder insists and the SE (O&M) and SE (TQA) come to the conclusion that the generation can be evacuated on 33 KV or lower level at MSEDCL's minor substation an undertaking on Rs. 200/- shall be taken from the project holder {since he at his own will wants to evacuate the generation on 33 kV MSEDCL's minor substation instead of MSETCL's EHV substation (as has been proposed by MSEDCL)} that he shall not claim for Deemed Generation.

SE (O&M), Circle

SE (TQA),

(The technical feasibility should be decided by SE (O&M) at Circle level in consultation with SE (TQA), MSEDCL)