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**Unique Doc. Reference** : SUBIN-ASASCSCSEG0785710738918201V  
**Purchased by** : MUMBAI URJA MARG LIMITED  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : FOR AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : MUMBAI URJA MARG LIMITED  
**Second Party** : ASSAM ELECTRICITY GRID CORPORATION LIMITED  
**Stamp Duty Paid By** : MUMBAI URJA MARG LIMITED  
**Stamp Duty Amount(Rs.)** : 300  
(Three Hundred only)

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# Memorandum of Understanding

Dated: 13.07.2023

Between

Mumbai Urja Marg Limited

And

Assam Electricity Grid Corporation Limited



## Memorandum of Understanding

This MoU is made on this ....., between

**MUMBAI URJA MARG LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at 9<sup>th</sup> floor, DLF Cyber Park, Sector-20, Udyog Vihar, Phase-3, Gurugram, Haryana-122008 (hereinafter referred to as "**MUML**" (which expression shall include its administrators, successors executors and permitted assigns) of the one part.

AND

**ASSAM ELECTRICITY GRID CORPORATION LIMITED** a state transmission utility (STU) under the Electricity act 2003 as amended and incorporated under the Companies Act 1956, is operating and maintaining several transmission lines and substations in the state of Assam and having its registered office at FIRST FLOOR, BIJULEE BHAWAN, PALTAN BAZAR, GUWAHATI, ASSAM. (Hereinafter referred to as "**AEGCL**") (which expression shall include its administrators, successors executors and permitted assigns) of the other part. MUML and AEGCL shall be collectively known as "**Parties**" and individually as "**Party**".

### **NOW, THEREFORE, THIS MOU WITNESS AS UNDER**

For the purpose of this MoU the term and condition incorporated used herein shall unless repugnant to the context thereof shall have the meaning assigned to them as under.

#### **I. SCOPE AND SERVICES**

- A.** 2 nos. of 132KV line Bays owned by MUML under Tariff Based Competitive Bidding (TBCB) at 132KV AEGCL North Lakhimpur Switchyard is commissioned for the termination of 2 (two) nos. of Transmission lines from Pare Hydro Electric project (NEEPCO) where One Transmission Line comes directly from Pare Hydro Electric project (NEEPCO) and the another comes via LILO at Nirjuli.
- B.** Maintenance of the line will be carried out by MUML. However, the Operation and Maintenance of this two-line bay's equipment of Switchyard at North Lakhimpur (AEGCL) substation is to be carried out by AEGCL. The terminal equipment for the purpose of the scope of work covered under this MOU will be up to the equipment covered up to terminal gantry at AEGCL North Lakhimpur Switchyard.
- C.** Operation and Maintenance covers the followings:
  - I.** Routine line bay equipment switching operations and associated works as per the directions of NERLDC.
  - II.** Periodical inspection of the switchyard bay equipment including visual inspection of CBs, CTs, Isolators, CVT for any abnormalities, AEGCL will follow General Norms as being practiced in AEGCL.



- III. Periodical (Annual) testing of switchyard bay equipment as done for other equipment.
- IV. Routine & Emergency maintenance of bay equipment.
- V. Emergency handling and system restoration.
- VI. Incident analysis and data submission (DR and EL) as per AEGCL practice
- VII. Providing the daily operational data line circuit wise

## II. OPERATION AND MAINTENANCE OF LINE BAYS:

- A. AEGCL with its existing manpower at 132 kV Nalkata GSS shall carry out, on behalf of MUMML, normal Operation and Maintenance of 2 nos. of 132KV line bays at North Lakhimpur (AEGCL) Switchyard during the validity period of this MoU i.e. w.e.f the date of commercial operation to 31-03-2024.
- B. AEGCL shall carry out periodical maintenance, operation and testing as per standard practices and AEGCL's set procedures. Wherever, MUMML maintenance schedule indicates some additional activities, not covered in those, these will be mutually discussed between MUMML and AEGCL for finalization and inclusion in the schedule of maintenance and if it is agreed by the AEGCL, MUMML shall supply all necessary Manuals, Drawings, Instruction booklet, initial commissioning schedule / report, cable schedule, cable termination details and other relevant details of the equipment provided by them in the line bay to Head of the Project/AEGCL.
- C. The services of AEGCL for Supervision of repairs, T&Ps, Testing Equipment's like replacement of Circuit breaker poles, CTs, Isolators etc shall also be within the scope of this MOU subject to availability of spares. Moreover, Cost of Erection, Testing and commissioning of any equipment that needs to be replaced/ repaired, will be borne by MUMML as deemed required by AEGCL. In case of services of the OEM or any outside agencies are required for any occasion, AEGCL will arrange the same at MUMML's cost with prior intimation to MUMML regarding the same. However, in case of emergencies works will be carried out by specialist from OEM or any other agency and charges shall be borne by MUMML.
- D. Training for maintenance personnel regarding O&M of Bay/ SAS Equipment, if necessary, will be arranged by MUMML at their cost.

### E. O & M of SAS & Communication related issues:

O& M of SAS and Communication related issues will be addressed and taken care of as per the following points.

- I. M/S MUMML will use a standalone SAS along with a HMI placed in the control room of AEGCL for ease of operation of their two bays by AEGCL
- II. Further, MUMML will create an image of their SCADA screen for dynamic display of the MUMML bays with the real time update in the existing AEGCL SCADA system for monitoring purpose and all necessary interlocking and logics shall be done for safe operation and monitoring.
- III. The operation and monitoring of the two MUMML bays shall be done separately from the SCADA of MUMML with the following minimum requirements:
  - a. All necessary interlocks required between the existing AEGCL bays and the MUMML bays will have to be updated/configured by MUMML at the control systems of AEGCL and MUMML.
  - b. All necessary activities (including any modification in MUMML bay system) required to integrate the bays of MUMML in the existing LBB scheme of AEGCL bays will have to be done by MUMML





- c. The logic of dynamic SLD at AEGCL SCADA and MUMML SCADA will have to be updated/configured by MUMML for correct display at SCADA
- IV. For checking healthiness of the relays and links, necessary indication shall be available in AEGCL SCADA.
  - V. HMI power supply should be from MUMML's UPS / Inverter and it should be maintained by MUMML.
  - VI. Disturbance recorder software should be installed at MUMML's HMI.
  - VII. Scope of license upgradation of existing SAS of AEGCL if required will be in MUMML's responsibility.
  - VIII. The data for these 02 new bays shall be integrated in the existing AEGCL network for reporting to NERLDC using existing gateway and communication backbone of North Lakhimpur.
  - IX. AEGCL conveyed that due to any failure or downtime of their existing gateway and if telemetry data doesn't reach to SLDC/NERLDC, in that case AEGCL shall not be held responsible.
  - X. In the event of any penalty being imposed due to failure of gateway in North Lakhimpur S/S, M/s MUMML shall be held responsible for their 02 no of bays.
  - XI. Routine O&M of the two MUMML bays shall be done by AEGCL as per the O&M agreement between AEGCL & MUMML
  - XII. Maintenance of the SCADA system of MUMML shall be in the scope of MUMML including arranging of OEM Engineer. This cost involved for the maintenance shall be borne by MUMML which will be over and above the O&M charges borne by MUMML.
  - XIII. The maintenance cost of the gateway will be shared equally by M/S AEGCL and M/S MUMML. The maintenance cost will be over and above the O&M charges borne by MUMML on annual basis.

**F. Special Energy Meter (SEM) & Energy Accounting:**

- For ISTS bays, Energy Accounting shall be done by NERLDC for NER and SEM data should be available to NERLDC. MUMML has to provide DCD and one exclusive Laptop for multiple purposes for maintaining the MUMML bays with required Applications along with logistics support through which AEGCL can send the SEM data to NERLDC or MUMML central control room. In the event of requirement of any replacement due to defective / failure of any gadget associated with the metering system including but not limited to SEM, DCD etc. the cost shall be borne by M/s MUMML.
- G. It is mutually agreed that this contract is for normal O&M of the equipment's and any abnormal failure/situation arising due to reasons beyond the control of AEGCL whatsoever shall be dealt with by MUMML only.
  - H. The scope of maintenance shall include the work of replacement of spare parts of all equipment. However, all spare parts other than consumables, and special tools shall be supplied by M/s MUMML in accordance with the requisition of AEGCL. The utilization statement of spares will be submitted to MUMML by AEGCL immediately after utilization for their recoupment or otherwise on every monthly basis.
  - I. In the event of failure of any terminal bay equipment including but not limited to CB, CT, LA, CVT, Isolator, relays, CRP panels, BCU, ethernet switch, all communication equipment & part(s) thereof, air conditioners, battery bank & charger, M/s MUMML shall bear the cost towards the replacement of such items.
  - J. Routine maintenance of energy accounting/monitoring instruments and system shall be as per statutory norms and will be a part of this MoU.
  - K. AEGCL shall maintain records of operation and maintenance carried out by them.

Intimation of the



program will be made in advance, to enable MUML to send their representative, if MUML so desires of witnessing the testing.

- L. In case of non-availability of spares of MUML the same shall be arranged by AEGCL if such spares are available in AEGCL's inventory. The same shall be replenished by M/s MUML to AEGCL at the earliest. Under no circumstances AEGCL shall be held responsible for outage of the transmission line if such spare is not available either in AEGCL's inventory or is not made available to AEGCL by MUML.
- M. Reports of maintenance and testing carried out by AEGCL shall be furnished as per AEGCL's norms and formats.
- N. M/s MUML authorized representatives shall be permitted by AEGCL to visit the control room and switchyard for inspection of their assets, and shall also be permitted to witness the testing and check the records pertaining to the equipment belonging to M/s MUML.
- O. AEGCL shall arrange plan shutdown of the substation equipment (bays) subject to approval from NERPC or any other appropriate authority on request from MUML as and when required to match line and bay maintenance simultaneously as far as possible. However, MUML will provide all assistance for the same.
- P. All common facilities like fire-fighting/hydrant system, LTAC supply, Bus-bar protection, security etc. shall be extended by AEGCL within the scope of this MoU.
- Q. AEGCL shall provide the space for storage of all MUML spares including mandatory spares and maintain the same without any cost implication to MUML.
- R. Maintenance of the PMU system shall not be under the scope of AEGCL. In the event of the maintenance of PMU by AEGCL, the cost incurred for such maintenance through deployment of third party arrangement in consultation with MUML shall be borne by M/s MUML.
- S. Maintenance of entire communication backbone of the 2 No of 132 KV bays at remote end substations i.e. at Pare & Nirjuli shall not be under the scope of AEGCL.

### III. ANNUAL O&M CHARGES:

O&M charges shall be paid by M/s MUML as per CERC norms as amended from time to time. Payment will be made by M/s MUML in advance on a quarterly basis within 30 (Thirty) days of submission of invoice by AEGCL. However, the liability on account of O&M charges from M/s MUML to AEGCL will be calculated from the date of commercial operation. The GST accrued on account of O&M charges shall also be paid by M/s MUML along with the O&M charges.

O&M Charges as per CERC Norms	Year	2023-24
Annual O&M charges for 2 nos. of 132 kV Line Bays at 132 kV North Lakhimpur GSS, AEGCL	INR in Lakh	36.92**

\*\*Proportionate O&M charges are payable effective from the date of commercial operation till 31<sup>st</sup> March-2024

### IV. INSURANCE:

AEGCL would take all necessary care and precautions while handling the equipment for operation and maintenance purposes. MUML is solely responsible for taking appropriate insurance cover for the equipment at their cost and lodging claims and processing them with





the insurance Company for recovery.

**V. FORCE MAJEURE:**

The parties shall ensure due compliance with the terms of this MoU. However, no parties shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of MoU to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God, act of Government 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 given written notice within 30 days to the other party to this effect.

**VI. ARBITRATION:**

Any dispute arising from the performance of this MoU or in connection with this MoU shall be resolved by the parties amicably. If the parties fail to resolve the dispute in this way, such dispute shall be submitted to Arbitration under Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force (the "**Arbitration Act**"). The Arbitration will be conducted by the sole Arbitrator to be appointed by both the parties mutually. The arbitration shall be held at Guwahati and conducted in English language.

The arbitration shall be under the jurisdiction of Guwahati High Court.

**VII. CO-ORDINATION:**

- a. All communications from MUML to AEGCL shall be addressed to the Project Manager nominated by AEGCL in writing for purpose of this work.
- b. All communications from AEGCL to MUML shall be addressed to the Project Manager nominated by MUML in writing for purpose of this work

**VIII. IMPLEMENTATION OF THE MOU:**

All discretions other than normal correspondence to be exercised and directions, approvals, consents, notices to be given and to be taken under these present unless otherwise expressly provided herein, shall be exercised, and given by the signatories to this MoU or by the authorized representatives(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorized representative(s) shall be informed likewise in writing by the parties within one month of signing of the MoU

**NOTICE:**

All notices required or referred to under this MoU shall be in writing and signed by respective authorized signatories of the parties mentioned herein below, unless otherwise notified. Each such notice shall be deemed to have been duly given, if delivered or served by registered mail / speed post of Department of post with an acknowledgement due to the other party as follows:

1. **AEGCL** a) Chief General Manager, O&M, UAR, AEGCL \_\_\_\_\_
2. **MUML** a) SVP (Asset Management & O&M), Delhi, \_\_\_\_\_



**IX. EFFECTIVE DATE & CONTRACT PERIOD:**

Under this MoU the effective date and period of the MoU on operation and maintenance shall be from the date of commercial operation of the 132KV line bays i.e., from the date of commercial operation to 31<sup>st</sup> March 2024 and shall be renewable on terms specified in O&M guidelines released by MoP/CEA from time to time.

**X. TERMINATION OF MOU:**

- a. In the event when the parties mutually agree to terminate the MoU, on account of Force Majeure reasons, the termination shall take effect from the date and time be agreed upon mutually.
- b. In the event of termination of this MoU compensation shall be paid to AEGCL for services performed by it up to the date of termination. AEGCL shall be paid proportionately for such of those items of work, which have been completed/partially completed, up to the date of termination.

**XI. AMENDMENT:**

This MoU may be amended or modified, if necessary, by a written instrument signed by the Parties and the same shall be considered as an integral part of this document.

**XII. GOVERNING LAW**

This MoU shall be governed by the laws of India and Courts in Guwahati alone shall have exclusive jurisdiction over any dispute arising from this MoU.

IN WITNESS WHEREOF the "Parties" hereto have fully executed these presents through their authorized representatives on the Day, Month and Year mentioned above.

**XII. NOTICE OF DEFAULT:**

Notice of default given by either party to other party under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto is delivered against acknowledgement due, addressed to the signatories to this MoU.

**For MUMBAI URJA MARG LIMITED**

NAME:

DESIGNATION:

ADDRESS:



Witness

*[Signature]*  
13/7/2023  
(Allwyn Jaisan)  
CM - O&M

**For AEGCL**

NAME:

DESIGNATION:

ADDRESS:

*ms*  
13/7/23

B. Basumatary  
CGM (O&M), UAR  
O/o the MD, AEGCL

Witness-

*[Signature]*

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RAJ SHARMA  
DGM (O&M), UAR  
AEGCL