

Transmission Agreement

**(To be executed between State Transmission Utility/Distribution Licensee
and Solar Power Developers under NVVN Scheme of Jawaharlal Nehru
National Solar Mission)**

This agreement made at _____ on this _____ day of _____ two thousand _____ between M/s. _____ (Solar Power Developer name and address) hereinafter called “the Solar Power Developer “,(SPD), which expression shall wherever the context so permits, means and includes the successors in interests, executors, administrators and assigns, represented by Thiru. _____ as party of the First part and M/s.....(Name of the State Transmission Utility/Distribution Licensee) and having its office at _____ hereinafter called the State Transmission Utility (STU) / Distribution Licensee, which expression shall wherever the context so permits, means and includes the successors in interest, administration and assigns, represented by the (Designation of the STU/Distribution Licensee’s officer) as party of the Second part;

WHEREAS, Solar Power Developer (SPD) is developing aMW Solar Power Project at S.F.No..... of..... Village,Taluk,District, hereinafter referred as “the project” under Batch-1, phase-1, of Jawaharlal Nehru National Solar Mission (JNNSM), hereinafter referred as “Solar Mission” , being implemented by the Ministry of New and Renewable Energy , Government of India with NTPC Vidyut Vyapar Nigam Limited , hereinafter referred as “NVVN” , as the Nodal Agency;

WHEREAS, the SPD has executed a Power Purchase Agreement with NVVN on as per the guidelines of the Solar Mission;

WHEREAS, the STU/Distribution Licensee has agreed to provide the Grid Connectivity to the Project from theGrid Sub-station at KV level vide Lr. No.....

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions. -

In this agreement, -

- (a) **“Central Commission”** means the Central Electricity Regulatory Commission as defined in Section 2(9) of the Electricity Act, 2003;
- (b) **“Commission”** means the Tamil Nadu Electricity Regulatory Commission;
- (c) **“Force Majeure”** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance by either party, such as, but not limited to. -
 - (i) natural disasters (earthquakes, hurricane, floods);
 - (ii) wars, riots or Civil Commotions and other upheavals; and
 - (iii) grid / distribution system’s failure not attributable to parties hereto;
- (d) **“interface line”** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing grid or distribution system;

- (e) **“inter connection point”** means the line isolator on outgoing feeder on HV side of the pooling sub station or generator transformer as the case may be;
- (f) **“MNRE”** means the Ministry of New and Renewable Energy, Government of India;
- (g) **“Pooling Sub-station”** means the sub-station at project site of the solar PV power plant and shall constitute step-up transformer and associated switchgear, and to the LV side of which, multiple (more than one) generating unit(s) of solar PV modules/arrays/inverter units are connected.

2. Words and expressions used and not defined in this Agreement but defined in the Electricity Act, 2003 or the Indian Electricity Grid Code or Tamil Nadu Electricity Grid Code or Central Electricity Authority (Technical standards for Interconnecting to the Grid) Regulations , 2007 shall have the meaning respectively assigned to them in the Act / Regulation/ Code.

3. Interfacing and evacuation facilities. –

(a) Evacuation facilities shall be provided by the STU/Distribution Licensee as per the Commission’s Intra State Open Access Regulations in force, Central Electricity Authority (Technical Standards for connectivity to the Grid) Regulations, 2007 and Tamil Nadu Electricity Grid Code in force. The cost of switch gear, metering, protection arrangement and related other equipments required from the point of generation to the interconnection point and the cost of interface lines shall have to be borne by the SPD;

(b) The SPD and the STU/Distribution Licensee shall comply with the provisions contained in Central Electricity Authority (Technical Standards for Interconnecting to the Grid) Regulations, 2007 which includes the following namely. -

- (1) Site responsibility schedule;

- (2)** Access at Connection site;
- (3)** Site Common Drawings;
- (4)** Safety;
- (5)** Protection System and Co-ordination; and
- (6)** Inspection, Test, Calibration and Maintenance prior to connection.

(c) The SPD agrees to comply with the safety measures contained in section 53 of the Electricity Act, 2003 (Act 36 of 2003);

(d) Both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, the Electricity Act, 2003, other Codes and regulations issued by the Commission / Central Electricity Authority and amendments issued thereon from time to time;

(e) Both the parties shall also comply with the guidelines, instructions and orders issued by the Government of India/Government of Tamil Nadu including any competent statutory forum from time to time; and

(f) The SPD agrees to pay the following charges to the STU/Distribution Licensee:

- (a)** Transmission and Wheeling charges as per the order of the Commission for the time being in force;
- (b)** Compensating the average loss from the point of injection to the point of drawal as per the order of the Commission for the time being in force;
- (c)** Reactive Power Charges as per the Commission's regulation / Code /order in force;
- (d)** Any additional charges that may be approved by the Commission at a later date shall also be levied.

4. Operation and Maintenance. –

(a) The Solar Power Generating Plant (SPG) shall be treated as “MUST RUN” power plant and shall not be subjected to “merit order dispatch principles”;

(b) In case of solar photovoltaic power generator, the generator shall restrict the harmonic generation within the limit set by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 applicable to the Distribution Licensee and bulk consumer;

(c) The SPD agrees to minimize drawl of reactive power from the grid as stipulated in the Indian Electricity Grid Code / Tamil Nadu Electricity Grid Code / Commission’s orders in force;

(d) The SPD agrees to provide suitable automatic safety devices so that the Generators shall isolate automatically when the grid supply fails;

(e) The SPD agrees to maintain the SPG including the transformer, switch gear and protection equipments and other allied equipments at the generator end and the dedicated transmission line at his cost to the satisfaction of the STU/Distribution Licensee;

(f) The changing of the rupturing capacity of the switch gear and settings of the relays, if any, shall be subject to the approval of the STU/Distribution Licensee;

(g) There shall be no fluctuations or disturbances to the grid or other consumers supplied by the grid due to paralleling of the Generators. The SPD shall provide at his cost adequate protection as required by the STU/Distribution Licensee to facilitate safe parallel operation of the Generators with grid and to prevent disturbances to the grid;

(h) The SPD agrees that the STU/Distribution Licensee shall not be responsible for any damage to his Generators resulting from parallel operation with the grid and that the STU/Distribution Licensee shall not be liable to pay any compensation for any such damage;

(i) The SPG shall be maintained effectively and operated by competent and qualified personnel;

(j) In case of unsymmetrical fault on HV Bus, the SPD shall share the fault current according to impedance of the circuit. To meet such contingency and for safe operation of the SPG, the SPD shall provide the following scheme of protection, namely. -

(i) Separate overload relays on each phase and earth fault relays. Under no circumstances, these relays shall be bypassed;

(ii) With suitable current transformer and relay connections, the load sharing by the SPD and STU/Distribution Licensee shall be limited to their rated capacity;

(iii) Adequate indication and control metering for proper paralleling of the SPGs on the HV bus;

(iv) Protection co-ordination shall be done by the STU/Distribution Licensee in consultation with the Regional Power Committee / Central Transmission Utility / Distribution Licensee / STU as the case may be and relays and protection system shall be maintained as per site responsibility schedule.

5. Applicability of the Acts, Regulations and Guidelines. –

The parties shall be bound by the provisions contained in the Electricity Act, 2003 and Rules, Regulations, notifications, orders made thereunder, laws made applicable to the State of Tamil Nadu and if any amendment made thereunder

from time to time including the guidelines, orders, notifications and instructions issued by the Commission / Central Commission / Government of India / Government of Tamil Nadu / any other competent statutory authorities.

6. Terms and Conditions and agreement period. –

(a) The period of this agreement shall be 25 years;

(b) The STU/Distribution Licensee shall ensure that the project location as specified in Transmission Agreement shall be the same as indicated in the PPA signed with NVVN by the SPD;

(c) The parties to the agreement are at liberty at any time to renegotiate the existing agreement mutually in accordance with the Commission / Central Commission's order in force; and the policy of the MNRE under the Solar Mission as modified/amended from time to time;

7. Settlement of Disputes.-

If any dispute or difference of any kind whatsoever arises between the parties to this agreement, it shall, in the first instance, be settled amicably, by the parties, failing which , either party may approach the Commission for the adjudication of such disputes under section 86 (1) (f) of the Electricity Act, 2003.

8. Force Majeure. –

Both the parties shall ensure compliance of the terms and conditions 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 the terms of this agreement to the

extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s).

In witness whereof Thiru. _____ acting for and on behalf of _____ (SPD name) and _____ Authorized Officer of the STU/Distribution Licensee acting for and on behalf of the STU/Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses:

Signature

1)

Solar Power Developer

Common seal

2)

In the presence of witnesses:

Signature

1)

Authorized Officer of the STU/Distribution Licensee

2)