

Annexure - H

Grid Interactive Solar FV Energy Generating System (GISS)- Agreement

This Agreement is made and entered into at (location) _____ on this
(date) _____ day of (month) _____ between
The Eligible Consumer/Prosumer/Generator, _____ residing
at _____
(address) as first party

AND _____ distribution Licensee
(herein after called as TANGEDCO) and having its registered office at
(address) as second party of the agreement

And whereas, the TANGEDCO agrees to permit to connect the eligible consumer's/prosumer's/generator's GISS of Contracted capacity of watts at the premises of and as per conditions of this agreement and regulations / orders issued by the Tamil Nadu Electricity Regulatory Commission, from time to time for Net Metering / Net Feed-in / Gross Metering Mechanism.

Both the party hereby agrees to as follows:

1. Eligibility

1.1 Eligibility for Net Metering / Net Feed-in / Gross Metering shall be as specified in the relevant Regulations / Codes / Orders of the Tamil Nadu Electricity Regulatory Commission as amended. Eligible consumer /prosumer /generator is required to be aware, in advance, of the standards and conditions with which his system has to operate safely with coupled integration with the grid / distribution system of the TANGEDCO.

2. Technical and Interconnection Requirements

2.1 The eligible consumer/prosumer/generator agrees that his GISS plant /station shall conform to the standards and requirements specified in the following Regulations and codes as amended from time to time

(i) CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013

(ii) Central Electricity Authority (Installation and Operation of Meters) Regulation 2006

(iii) Central Electricity Authority (Measures of Safety and Electric Supply) Regulation, 2010.

(iv) Tamil Nadu Electricity Regulatory Commission's (Grid interactive Solar PV Energy Generating Systems) Regulation, 2021

(v) Tamil Nadu Electricity Distribution Code

(vi) Tamil Nadu Electricity Supply Code.

2.2 Eligible consumer/prosumer/generator agrees that he has installed or will install, prior to connection of GISS to TANGEDCO's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the TANGEDCO to have access to and operation of this, if required and for repair & maintenance of the distribution system.

2.3 Eligible consumer/prosumer/generator agrees that in case of a power outage on TANGEDCO's system, GISS will shut down, automatically and his plant will not generate power.

2.4. All the equipment connected to distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment protective devices, earthing standard etc., must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 as amended from time to time.

2.5 Eligible consumer/prosumer/generator agrees that Licensee will specify the interface/interconnection point and metering point.

2.6 Eligible consumer/prosumer/generator and Licensee agrees to comply with the relevant CEA regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage frequency, flicker etc.,

2.7 Due to TANGEDCO's obligation to maintain a safe and reliable distribution system, eligible consumer/Prosumer/generator agrees that if it is determined by the TANGEDCO that eligible consumer's/ Prosumer's/generator's GISS either causes damage to and/or produces adverse effects affecting other consumers or TANGEDCO's assets, eligible consumer/Prosumer/generator will have to disconnect his GISS immediately from the distribution system upon direction from the TANGEDCO and correct the problem at his own expense prior to a reconnection.

2.8. Both parties of this agreement are mandated by the Tamil Nadu Electricity Regulatory Commission's (Grid interactive Solar PV Energy Generating Systems) Regulation, 2021 and all relevant regulations, codes and orders of the Tamil Nadu Electricity Regulatory Commission.

3. Clearances and Approvals

3.1 The eligible consumer/Prosumer/generator agrees to obtain all the necessary approvals and clearances (environmental and grid connected related) before connecting the GISS to the distribution system.

4. Access and Disconnection

4.1 TANGEDCO shall have access to metering equipment and disconnecting devices of GISS, both automatic and manual, at all times.

4.2 In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, TANGEDCO may disconnect service to the premises.

4.3. Upon termination of this agreement the eligible consumer/prosumer/generator shall disconnected the solar system forthwith from the network of the TANGEDCO.

5. Liabilities

5.1 Eligible consumer/prosumer/generator and TANGEDCO will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of GISS or TANGEDCO's distribution system.

5.2 TANGEDCO and eligible consumer/prosumer/generator will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

5.3 TANGEDCO shall not be liable for delivery or realization by eligible consumer/prosumer/generator for any fiscal or other incentive provided by the Central/State government beyond the scope specified by the Commission in its relevant Order.

6. Commercial Settlement

6.1 The feed-in tariff contracted to be paid by the TANGEDCO to the eligible consumer/ prosumer / generator under this agreement byMetering mechanism is Rs..... (Rupees.....) as per the orders of the TNERC, Number 8/2021 Dated 22.10.2021.

6.2 Metering System, Billing and all other charges and the commercial settlement under this agreement shall be as per the regulations / codes / orders of TNERC amended from time to time.

6.3. TANGEDCO shall not be liable to compensate the eligible consumer/ prosumer/ generator if his solar system is unable to inject power into TANGEDCO's network on account of failure of power supply in the grid.

7. Connection Costs

7.1 The eligible consumer/ prosumer / generator shall bear all costs related to setting up of photovoltaic system including metering and interconnection and infrastructure for power evacuation costs.

7.2. The eligible consumer/ prosumer / generator agrees to pay the actual cost of modifications and upgrades to the service line/power evacuation line required to connect GISS in case it is required.

7.3. In case of gross metering arrangement, the eligible consumer/ generator shall bear entire cost of erection and maintenance of separate service line to be laid to evacuate its total generated power into the grid.

8. Period of Agreement and Termination

8.1. This agreement shall be for a period of twenty five years, but may be terminated prematurely by mutual consent.

8.2 The eligible consumer / prosumer/ generator can terminate agreement at any time by providing TANGEDCO with 90 days prior notice.

8.3 TANGEDCO has the right to terminate agreement on 30 days prior written notice, if eligible consumer / prosumer/ generator breaches a term of this agreement and does not remedy the breach within 30 days of receiving written notice from TANGEDCO of the breach.

8.4. 4. TANGEDCO has the right to terminate agreement after giving 15 days' notice in case the eligible consumer /prosumer/ generator fails to pay his dues in a timely manner or indulges in any malpractices.

8.5 Eligible consumer / prosumer/ generator agrees that upon termination of this agreement, he must disconnect the GISS from TANGEDCO's distribution system in a timely manner and to TANGEDCO's satisfaction.

In the witness, whereof of Mr. ----- for and on behalf of

----- (Eligible consumer / prosumer/ generator) and Mr. ----- for and on behalf of----- (TANGEDCO) sign this agreement in two originals.

Eligible Consumer/Prosumer/Generator Name

Assistant/Junior Engineer

Address

Designation

Service connection Number

Office Address