



NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

Corporate Office, # 2-5-31/2, Vidyut Bhavan, Nakkalagutta, Hanamkonda, Warangal – 506 001

By Regd. Post with Ack.due:

From

Chief General Manager,
IPC & RAC,
TSNPDCL, Warangal.

To

The Secretary TSERC
11-4-660, 5th Floor,
Singarani Bhavan, Red Hills,
Hyderabad – 500 004.

Lr.No.CGM(IPC&RAC)/GM(IPC&RAC)/DE/ADE(IPC)/F.No./D.No.620 /22,Dt.08 .12.2022

Sir,

Sub:-TSNPDCL/IPC Wing – Procurement of 4.6 MW solar power from proposed TSGENCO solar power plant at Mini Hydel Station Peddapally - Draft PPA entered – Petition submitted for consent - Reg.

Ref:-1). Lr.No.Tserc/Secy/JD(TE)/F.No.E-373895/D.No.570/21,Dt:25/10/2022.
2). Lr.No.ED(Comml)/SE(IPC)/DE2/RE/ADE2/F.101Solar/D.No.129/22, Dt: 25.11.2022.
3). Lr.No.Tserc/Secy/JD(TE)/OSD (TE)/F.No.Petition for PPAs/D.No.15/22,Dt:07/01/2022.

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This is with reference to letter 1st & 3rd cited above, in accordance with relevant Regulations/Guidelines including the TSERC (Conduct of Business) Regulation'2015, petition along with petition filing fee is here with submitted for consent of the Hon'ble Commission for the draft power purchase agreement entered with TSGENCO on 13.09.2022 for Procurement of 4.6 MW solar power from proposed TSGENCO solar power plant at Mini Hydel Station Peddapally.



Encl: 1). Petition (6 copies).
2). DD. Amount Rs.25,000/-

Yours faithfully,

**CHIEF GENERAL MANAGER
IPC&RAC/TSNPDCL/WGL**

Copy Communicated to:

The Executive Director (Comml.)/TSPCC/TSTRANSCO/Vidyut Soudha,Hyderabad-500082.

BEFORE THE HON'BLE TELANGANA ELECTRICITY REGULATORY COMMISSION
SINGARENI BHAVAN, RED HILLS, HYDERABAD

O.P No. of 2022

opno 118/2022

IN THE MATTER OF

Seeking consent u/s 62, 86(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for procurement of 4.6 MW Solar power from proposed TSGENCO Solar Power plant at Mini Hydel Station Peddapally for a period of 25 years from the Commercial Operation Date by TSNPDCL

IN THE MATTER OF

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

Rep.by its Chairman & Managing Director,
TSNPDCL, Vidyut Bhavan, Nakkalagunta, Warangal.

..... Petitioner

The Petitioner respectfully submits as under: -

1. The present Petition is being filed by the Northern Power Distribution Company of Telangana Limited seeking consent u/s 62 & 86(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for procurement of 4.6 MW Solar power from proposed TSGENCO Solar Power plant at Mini Hydel Station Peddapally for a period of 25 years from the Commercial Operation Date by TSNPDCL.
2. Previously, TSGENCO proposed for sale of power from upcoming 5 MW Solar power plant at MHS Peddapally @ Rs. 3.72/unit. TSNPDCL sought approval from TSERC for procurement of power from the said plant. TSERC expressed its view that as per MoP resolution dated 03.08.2017, DISCOMs shall procure power from Solar projects above 5 MW capacity only through Competitive Bidding.
3. Accordingly, TSGENCO has revised the capacity to 4.6 MW and offered for sale of power from proposed Solar project at MHS Peddapally at a tariff of Rs. 3.16/unit.
4. On the request of according in-principle consent, TSERC directed TSNPDCL as below: -


Chief General Manager
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- (i) To evaluate the requirement of Solar power and upon requirement being justified, shall enter into draft PPA in line with model Solar PPA approved by the Commission specifying that the tariff shall be determined by TSERC and file before TSERC seeking consent.
 - (ii) Upon approval/consent of the draft PPA by Commission, fair PPA is to be executed and a copy to be submitted to TSERC.
 - (iii) After synchronization of the plant, Petition shall be filed by GENCO for determination of tariff under section 62 of Electricity Act, 2003.
5. It is submitted that keeping in view of the energy requirement of the state to comply with availability of power 24 x 7 for all the consumers including AGL and to meet the proposed LI loads as per the policy directions of Govt of Telangana, TSNPDCL agreed for procurement of Solar power from the proposed solar power plant at MHS Peddapally of TSGENCO.
6. Accordingly, draft PPA has been concluded with TSGENCO on 13.09.2022 for the said procurement of Solar power. Copies of the concluded Power Purchase Agreement (PPA) are submitted herewith as Annexure-I.
7. The said procurement of 4.6 MW capacity of Solar power through TSGENCO has been taken up considering the following: -
- a. TSNPDCL is entrusted with the dual responsibility of not only to adhere to the various regulations/orders issued by TSERC/CERC/MNRE/MoP but also the mandate enlisted in the Electricity Act 2003, to maintain reliable power supply with least cost principle;
 - b. As such to meet the growing demand of the state of Telangana and to ensure 24 Hrs uninterrupted power supply to all categories of consumers including agricultural services as per the directions of Govt of Telangana State, the subject procurement is necessitated. As the proposed plant is of capacity 4.6 MW only, annual generation from plant is 8.87 MU/Annum with 22% CUF.
 - c. Further, in view of the commitment for achieving 500 GW RE power by 2030 made by Government of India at CoP 26, all States have been directed to increase the RE capacity additions accordingly. Hence, TSDISCOMs need to be prepared for Renewable energy capacity addition in a phased manner;
 - d. The present RE installed capacity tied up by TSNPDCL under Power Purchase Agreements (PPAs) is as submitted below: -


Chief General Manager
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Category	PPA Capacity (MW)	Remarks/Details
Biomass	18	6 MW(M/s Ritwik Power Projects Limited) PPA expired in Nov,22 and 6 MW (M/s Shalivaha Green Energy Limited) PPA expire in Dec,22; and 6 MW (M/s NSL Renewable Power (P) Limited) No Power generation since long
Bagasse	66.45	Out of 66.45MW, 20 MW (Nizam Sugars) Plant is not in operation and apart from this M/s Madhucon Sugars & Power Industries Limited signed PPA for 19 MW out of 24.2 MW in the year 2021 , M/s Gayathri Sugars (6MW) PPAs is going to expire in FY 2026 and M/s Gayathri Sugars (16.25MW) PPAs is going to expire in FY 2027.
Mini Hydel	2	M/s AAAL Power Pvt.Ltd PPA Extended for 5 years i.e till 01.10.2026
Industrial Waste based	7.5	
Solar (incl all Bids, Bundled Power)	1013.29	
Solar Roof top	27.30	
Solar NTPC CPSU Ph-II Tranche I &II- 1692 MW	498.30	Commissioned 224.41 MW
Solar SECI ISTS Tranche VI – 400 MW	117.8	79.5 MW commissioned; Balance 38.3 MW to be commissioned by December 2022
Solar NTPC CPSU Ph-II Tranche III	307.76	SCOD from Nov 2023 to April 2024.
Solar SECI ISTS Tranche IX	294.5	SCOD Oct 2023
TSGENCO solar 4.6 MW	4.6	Included in the present petition
Total	2357.5	

e. The TSERC mandated RPP0 is as submitted below :

FY	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Solar RPP0 %	5.33	5.77	6.21	7.10	7.5	8	9	10	11
Non Solar RPP0 %	0.67	0.73	0.79	0.90	1	1.25	1.5	1.75	2
Total	6.00	6.50	7.00	8.00	8.5	9.25	10.5	11.75	13


Chief General Manager
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WARANGAL.

f. The details of compliance of RPPO by TSNPDCL are as below :

Financial Year	Solar RPPO %		Non-Solar RPPO %		Total RPPO %	
	As mandated by TSERC	Achieved by TSNPDCL	As mandated by TSERC	Achieved by TSNPDCL	As mandated by TSERC	Achieved by TSNPDCL
2018-19	5.33	10.09	0.67	1.00	6	11.09
2019-20	5.77	9.69	0.73	0.68	6.5	10.37
2020-21	6.21	8.96	0.79	0.81	7	9.77
2021-22	7.1	9.42*	0.9	0.69*	8	10.11*

* provisional

- g. As could be seen from the above table, TSNPDCL has been able to satisfy the Solar RPPO targets prescribed by TSERC from FY 2018-19 till FY 2021-22. However, it could marginally meet the Non-Solar RPPO targets in some years;
- h. With the growing demands (estimated at 8-9% growth rate), TSNPDCL would not be able to meet the RPPO targets fixed by State ERC;
- i. As such, in light of the new RPPO targets fixed by this Hon'ble TSERC vide RPPO Regulation No. 7 of 2022 and increasing load growth @ 8-9%, the present procurement of Solar power helps TSNPDCL comply the new RPPO targets.
- j. Regulation No. 7 of 2022 also provides that on achievement of Non-Solar RPPO compliance to the extent of 85% and above, remaining shortfall if any, can be met by excess Solar energy purchased beyond specified Solar RPPO for that particular year.
- k. In view of the limited non-Solar potential availability in the state of Telangana, the present procurement of Solar power would help TSDISCOMs to meet the shortfall in Non-Solar RPPO in future;
- l. Further, this solar tariff is single part liveliest tariff fixed for 25 years, unlike Thermal power tariff being two parts with increasing Variable Cost component. Moreover, on 7th Nov2022, MOP has issued draft Renewable Generation Obligation as per Revised Tariff Policy,2016 wherein it is proposed that "The capacity of renewable energy to be established/ procured/ supplied by newcoal/lignite based thermal generating station to be minimum twenty five percent of the capacity of thermal generating station being established".


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m. The environmental concerns/ restrictions are being imposed for operating the old Thermal plants beyond their PPA periods. In such a case, procurement of Solar energy complimented with Battery Energy Storage Systems would be the best alternative to meet the growing demands and peak demand in near future as the cost of Battery Energy Storage would be reduced.

8. In addition to the above, it is submitted that since this proposed power plant is installed near load centre i.e., injection at 33 KV level in 33 /11 KV Substation, it will reduce the Transmission & Distribution losses and Generation being near to load centres will reduce loading on transmission network. At the same time energy pumped at 33KV level will also avoid Transmission charges and investment towards transmission infrastructure.

9. Further, TSNPDCL is desirous of purchasing all declared energy from project and TSGENCO is willing to sell the power to TSDISCOMs on mutually agreed terms and conditions. This Agreement is enforceable subject to obtaining consent of TSERC and the tariff to be determined by the commission upon filing the petition. Tentative per unit saving on installation of solar plant distribution level is presented in table below: -

Power Purchased at ISTS Substation	A	2.45	Rs./unit	As per SECI Approved PPA Costs
Transmission losses including PGCIL as per FY 2020-21	B	4.48	%	
Power Purchased Cost at DISCOM Periphery - Considering Transco losses	$C=(A/(1-\%B))$	2.56	Rs./unit	
Transmission Tariff per annum for FY 2020-21	D	1,262,280	Rs./MW/year	As per ERC transmission Tariff Order
Average Generation of 1 MW Solar Plant @ 22% CUF	E	1.93	Mus/Annum	
Transmission Charges Per unit	$F=D/E*10^6$	0.65	Rs./unit	
Power Purchase cost for 1 Unit of generation at Distributin level i.e 33 KV level	$G=C+F$	3.21	Rs./unit	
Savings in energy charges due to Installation of solar power plant near load centers.	$H=G-A$	0.76	Rs./unit	


 Chief General Manager
 IPC & RAC TSNPDCL,
 WARANGAL.

10. Hence it is prayed that this Hon'ble Commission may be pleased to accord its consent for procurement of 4.6 MW Solar power from proposed TSGENCO Solar Power plant at Mini Hydel Station Peddapally for the period of 25 years from the Commercial Operation Date by TSNPDCL.

Place: Hanumakonda

Date: .12.2022


Petitioner
Chief General Manager
IPC & RAC TSNPDCL,
WARANGAL.

Solemnly signed and affirmed

On this the ____ day of December' 2022 at Hanamkonda.

Advocate::Attested



BEFORE THE HON'BLE TELANGANA ELECTRICITY REGULATORY COMMISSION
SINGARENI BHAVAN, RED HILLS, HYDERABAD

O.P No. of 2022

IN THE MATTER OF

Seeking consent u/s 62,86(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for procurement of 4.6 MW Solar power from proposed TSGENCO Solar Power plant at Mini Hydel Station Peddapally for the period of 25 years from the Commercial Operation Date by TSNPDCL

IN THE MATTER OF

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
Rep.by its Chairman & Managing Director,
TSNPDCL, Vidyut Bhavan, Nakkalagunta, Warangal.

..... Petitioner

AFFIDAVIT OF APPLICANT VERIFYING THE ACCOMPANYING PETITION

I Sri. T. Madhusudhan, S/o: Laxmipathi, Age: 57 Years, Occ: Chief General Manager, IPC & RAC, the Northern Power Distribution Company of Telangana Limited, Warangal R/o. Hanumakonda do solemnly affirm and say as follows:

- 1) I am Chief General Manager (IPC&RAC)/TSNPDCL, I am competent and duly authorized by TSNPDCL to affirm, swear, execute and file this affidavit in the present proceedings.
- 2) I have read and understood the contents of the accompanying application drafted pursuant to my instructions. The statements made in the paragraphs of accompanying application now shown to me are true to my knowledge derived from the official records made available to me and are based on information and advice received which I believe to be true and correct.


DEPONENT
Chief General Manager
IPC & RAC TSNPDCL,
WARANGAL.

VERIFICATION

The above-named Deponent solemnly affirm at Hanamkonda on this ____ day of December, 2022 that the contents of the above Affidavit are true to my knowledge no part of it is false and nothing material has been concealed there from.

Solemnly affirmed and signed before me.



తెలంగాణ తేలంగానా TELANGANA

Sl.No. 6046..... Date : 12-09-2022
Sold to : Pilli Balaraju
s/o. Pilli Venkaiah R/o. Hyd
For Whom: TS Genco


TS Sabitha AR 237329
T. Sabitha
LICENCED STAMP VENDOR
LIC.No. 15-02-002/2014
Ren. No.15-02-033/2020
H.No.4-9-124, LIC Colony
Hayathnagar, R.R. Dist.


**POWER PURCHASE AGREEMENT
BETWEEN
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
AND
TELANGANA STATE POWER GENERATION CORPORATION LIMITED**

This Power Purchase Agreement ("Agreement") entered into on this the 13th day of September-2022, between the **Northern Power Distribution Company of Telangana Limited**, incorporated in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at Vidyut Bhavan, Nakkalagutta, Hanmakonda, State of Telangana, India, (hereinafter referred to as the "TSNPDCL" or "TSDISCOM" or "DISCOM") which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as part of the first party,

AND

TELANGANA STATE POWER GENERATION CORPORATION LIMITED, (Erstwhile APGENCO) constituted under sub-section (6) of section 23 of Andhra Pradesh


Chief Engineer
Coal & Commercial
TSGENCO, V.S., Hyderabad-82


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T. Madhusudhan.,
Chief General Manager,
IPC & RAC, TSNPDCL,
Warangal

Electricity Reform Act, 1998) constituted under Companies Act, 2013 on 19th May 2014 as per the provision of AP Re-Organization Act, 2014, commenced its operations from 02.06.2014 having its registered office at Vidyut Soudha, Hyderabad-500082 (here in after called "TSGENCO" or "Solar Power Developer" (SPD) or "the company") which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns, as party of the second part.

2. WHEREAS, the TSGENCO has to set up 4.6 MW Solar Power Project at Mini Hydel Station Peddapally near 33/11 KV Turakala Maddikunta Sub-station, Peddapally District which will be herein after referred as "PROJECT", as and the same is more fully detailed in Schedule-1. TSGENCO is a generating company wholly owned by the Government of TELANGANA STATE.

Whereas TSNPDCL is desirous of purchasing the entire energy generated from the project and whereas TSGENCO is willing to sell the same to TSNPDCL.

3. This Agreement is enforceable subject to the consent of Telangana State Electricity Regulatory Commission as per section 61, 62 & 86 (1)(b) of the Electricity Act 2003 and as per section 21 of Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998) adopted by TSERC vide Regulation No. 1 of 2014.
4. The terms and conditions of the Agreement are subject to the provisions of the Electricity Act, 2003 as amended from time to time and also subject to relevant Regulations by the Telangana State Electricity Regulatory Commission (TSERC).
5. The TSGENCO is not required to obtain renewable energy certificates (RECs), as per the Regulations issued by CERC and TSERC in vogue, in respect of the energy generated from the Project and supplied to DISCOM under this Agreement. The TSNPDCL shall have to meet the RPP0 to the extent of energy received by it.
6. NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein, and in consideration of other valuables, the receipt and sufficiency of which are acknowledged, the parties hereto, shall hereby agree and shall be legally bound as follows:



ARTICLE 1
INTERPRETATIONS and DEFINITIONS

Unless the context otherwise expressed in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa.

- 1.1 "Act"** means the Electricity Act, 2003 and includes any modifications, amendments and substitution from time to time;
- 1.2 "Agreement"** means this Power Purchase Agreement (PPA), including the articles, schedules, amendments, modifications and supplements made in writing by the parties from time to time.
- 1.3 "Appropriate Commission"** means TSERC or CERC under the Electricity Act, 2003 as the case may be.
- 1.4 "Auxiliary Energy Consumption (AUX)"** in relation to a period in case of a generating station means the quantum of energy consumed by auxiliary equipment of the generating station, and transformer losses within the generating station, expressed as a percentage of the sum of gross energy generated at the generator terminals of all the units of the generating station;
- 1.5 "Billing Date"** means the fifth (5th) day after the Meter Reading Date.
- 1.6 "Billing Month"** means the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month.
- 1.7 "Capacity Utilization factor" ("CUF")** means the ratio of total kWh (units) of power generated by solar plant in a tariff year and contracted capacity in kW multiplied with number of hours in the same tariff year.
- 1.8 "CERC"** means the Central Electricity Regulatory Commission formed under Section 76 of the Electricity Act, 2003.
- 1.9 "Change in Law"** means any change or amendment to the provisions of electricity law in force, regulations, directions, notifications issued by the competent authorities and Government of India (GoI), Government of Telangana State (GoTS) from time to time.



- 1.10 "Commercial Operation Date"/ "Date of Commercial Operation" ("COD")** means the date on which the project is declared by the TSGENCO to be operational (which means project is able to inject power to grid), provided that the TSGENCO shall not declare a generating unit to be operational until such generating unit complies the conditions of Clause 3.8 of this Agreement.
- 1.11 "Contracted Capacity"** means **4.6 MW** contracted with DISCOM for supply by the TSGENCO to the DISCOM at the Interconnection Point from the Project and same shall not be more than the Installed Capacity. Contracted Capacity shall be in MW measured in Alternate Current (AC) terms and shall not change during the tenure of this Agreement.
- 1.12 "Delivered Energy"** means with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to TSNPDCL at the Interconnection Point, as measured by the energy meters at the Interconnection Point during that Billing Month at the designated substation of TSTRANSCO or the DISCOM, viz., 33/11 KV Turakala Maddikunta Sub-station, Peddapally District.
- Explanation 1:** For removal of doubts, the Delivered Energy, excludes all energy consumed in the Project, by the main plant and equipment, lighting and other loads of the Project from the energy generated and as recorded by the energy meter at Interconnection Point.
- Explanation 2:** The Delivered Energy in a Billing Month shall be limited to the energy calculated based on the Contracted Capacity in KW multiplied with number of hours and fraction thereof, the Project is in operation during that Billing Month.
- Explanation 3:** The Delivered Energy shall be purchased by the TSNPDCL at a tariff to be determined by TSERC.
- 1.13 "Delivery Point"** means the Interconnection Point at which the power plant delivers power to the TSTRANSCO or TSNPDCL substation, viz., 33/11 KV Turakala Maddikunta Sub-station, Peddapally District.
- 1.14 Designated Officer:** The Designated Officer in TSNPDCL/TSGENCO shall be of the rank of a Financial Advisor and Chief Controller of Accounts (FA & CCA) or any other Officer designated by TSNPDCL/TSGENCO for matters relating to billing and payment.
- 1.15 "Due Date of Payment"** means the date on which the amount payable by the TSNPDCL to the TSGENCO mentioned hereunder becomes due for payment, for the




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Delivered Energy, supplied during a Billing Month which date shall be Forty Five (45) days from the date of invoice. If the bill is received after 5 days of metering date in a Particular month, the due date shall be reckoned from the date of receipt of invoice. In the case of any supplemental or other bill or claim, if any, the due date of payment shall be Forty-Five (45) days from the date of the presentation of such bill or claim to the designated officer of the TSNPDCL. If the last date of payment falls on a statutory holiday, the next working day shall be considered as last date.

- 1.16 "Effective Date"** means the date of execution of this Power Purchase Agreement (PPA) by both the parties;
- 1.17 "Financial Year"** means with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following year of March 31st. Each successive Financial Year shall begin on April 1st and end on the following year of March 31st, except that the final Financial Year shall end on the date of expiry of the term or on termination of this Agreement as per the provisions contained herein.
- 1.18 "Grid Code"** means the Indian Electricity Grid Code issued by CERC and amended or modified from time to time and the TS Grid Code issued by TSERC as modified and amended from time to time. In case of any conflict between the Indian Electricity Grid Code and TS Grid Code, the provisions of TS Grid Code shall prevail.
- 1.19 "Installed Capacity"** means the total rated capacity in mega-watts of all the units installed.
- 1.20 "Interconnection Facilities"** means all the equipment and facilities, including, but not limited to, all metering facilities, 0.2s class CTs, 0.2 class PTs, switch gear, substation facilities, transmission lines and related infrastructure, to be installed by the TSGENCO by laying independent line to the designated Substation of TSTRANSCO/TSDISCOM's at the voltage specified in Article 1.34 at the TSGENCO expense from time to time throughout the term of this Agreement, necessary to enable the TSDISCOM's/TSTRANSCO to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. The TSGENCO has to bear the entire expenditure of Interconnection Facilities for power evacuation.
- 1.21 "Interconnection Point/Injection point"** means the point or points where the Project and the TSTRANSCO/TSDISCOM's grid system are interconnected at designated TSTRANSCO/ TSDISCOM sub-station. The metering for the Project will be provided at the interconnection point as per Article 4.1.



Metering shall be done at the interconnection point where the power is injected into the state transmission or distribution system, i.e. the Delivery Point. For interconnection with grid and metering, the Project Developer shall abide by the Appropriate Regulations of Commission, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

- 1.22 "Interconnection Substation"** means the Interconnection substation agreed in the PPA and the DISCOM for connecting the project to the state transmission or distribution system.
- 1.23 Injection voltage or voltage of delivery"** means the voltage at which the Company injects the power at the Interconnection point.
- 1.24 Metering Code"** means the Central Electricity Authority ("CEA") (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- 1.25 "Metering Date"** means mid-day (i.e., noon) of the 24th (twenty-fourth) day of each calendar month, at the Interconnection Point.
- 1.26 "Metering Point"** means the points where the metering shall be provided for Project and shall be as follows:
- a. Main meter and check meter shall be provided at the Interconnection Point for the purposes of recording of Delivered Energy of the Project; and a standby meter shall be provided as per CEA norms in Metering Code.
 - b. Metering point shall have three separate sets of 0.2s class accuracy Available Based Tariff (ABT) meters as specified in Clause 4.1. The main meter, check meter and standby meter installed by the solar power developer shall be sealed by the DISCOM which shall have the facilities to record export and import of electricity to / from the grid.
- 1.27 "Project"** means the solar power generation facility of Installed Capacity of **4.6** MW, located near 33/11 KV Turakala Maddikunta Sub-station, Peddapally District., Telangana State; which includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings / structures, equipments, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement.



- 1.28 "Prudent Utility Practices"** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.
- 1.29 "Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations"** means the date of synchronization of the project on which date the project starts injecting power to the Delivery Point.
- 1.30 "SERC"** means the Telangana State Electricity Regulatory Commission of the state constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;
- 1.31 "SLDC"** means the State Load Dispatch Center as notified by the Telangana State Government under the provisions of the Electricity Act, 2003.
- 1.32 "System Emergency"** means a condition affecting the TSTRANSCO/TSDISCOM's electrical system, which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the TSTRANSCO/TSDISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.
- 1.33 "Tariff"** shall have the same meaning as ascribed in Clause 2.2 of this Agreement.
- 1.34 "Unit"** When used in relation to the generating equipment, means one set of turbine generator and auxiliary equipment, and facilities forming part of the Project and when used in relation to electrical energy, means kilo watt hour (kWh).



1.35 "Voltage of Delivery" means the voltage at which the electrical energy generated by the project is required to be delivered to the TSTRANSCO/DISCOM at the Interconnection Point and the Voltage of Delivery is as detailed below.

Capacity of the plant	Specified voltage level for interfacing With TSTRANSCO/DISCOM grid
Upto 1500 KVA	11 KV
From 1501 KVA to 7500 KVA	33 KV
Above 7500KVA	132KV

1.36 "Tariff Year" means each period of 12 months commencing from the Commercial Operation Date of the Project. The last Tariff Year of this Agreement shall end on the date of expiry of this Agreement.

1.37 "Term of the Agreement" shall have the same meaning as provided for in Article 8 of this Agreement.

1.38 "TSTRANSCO" means Transmission Corporation of Telangana Limited, incorporated under the Companies Act, 2013 on 19th May 2014 as per the provision of AP Re-Organization Act, 2014, and commenced its operations from 02.06.2014.

All other words and expressions used herein and not defined herein but defined in the Electricity Act, 2003, Electricity Duty Act 1939 and its subsequent amendments and AP Electricity Reform Act 1998. shall have the meanings respectively assigned to them in the said Acts and applicable State and Central regulations on grid code and others from time to time.



ARTICLE 2

PURCHASE OF DELIVERED ENERGY AND TARIFF

- 2.1 All the Delivered Energy at the interconnection point for sale to DISCOM (net capacity) will be purchased at the tariff provided for in Article 2.2 from the effective date of Agreement, subject to the consent to be accorded by TSERC.
- 2.2 The TSGENCO shall be paid the tariff for the energy delivered at the interconnection point for sale to TSNPDCL **at the tariff to be determined by TSERC upon filing of Petition by the TSGENCO.** No tariff will be paid for the energy delivered at the interconnection point beyond contracted capacity i.e., 4.6 MW.

The tariff payable by the TSNPDCL shall be inclusive of all taxes, duties and levies or any other statutory liability, as applicable from time to time.

- 2.3 The solar power developer, at any time during the validity of this Agreement, shall not add any extra solar modules or equipment that shall alter the contracted capacity.
- 2.4 The Solar Power Developer is entitled to draw the power from the DISCOM for its auxiliary consumption, subject to limit as specified in Schedule-1. The energy supplied by the DISCOM to the solar developer through a bilateral agreement, to maintain the auxiliaries of the power plant in situations of non-generation of power, in any billing month shall be adjusted from delivered energy indicated below:

Net Energy = Delivered energy by the project at interconnection point - Energy drawl from DISCOM for auxiliaries.

Provided that where there is NO Delivered Energy by the Solar Power Developer (SPD) at the Interconnection Point in any month, then Energy drawl from the DISCOM shall be billed at the applicable tariff of HT-1 category consumers as notified by the TSERC for the relevant financial year.

Provided further that during the plant shut down or non-generation periods, the project shall draw energy from the TSNPDCL only for the essential loads not exceeding the auxiliary consumption. Auxiliary consumption allowed for the purpose of the Agreement is as specified in Schedule 1 of this Agreement.



ARTICLE 3

INTERCONNECTION FACILITIES, SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATION

- 3.1 The SPD shall Build, own, operate and maintain Interconnection Facilities from Project to grid sub-station from time to time and shall bear the necessary expenditure. The maintenance work of the connected bay together with equipment at the grid substation has to be done in coordination with the personnel of TSNPDCL. Where TSNPDCL carries out the maintenance work, the SPD shall pay the applicable expenses to TSTRANSCO or TSNPDCL as applicable.
- 3.2 TSNPDCL shall be vested with the right to add any additional loads on the feeder without detrimental to the interests of the existing generating company.
- 3.3 Any modifications or procedures or changes in arranging interconnection facilities for power evacuations rests with GoTS/ TSDISCOM/TSTRANSCO.
- 3.4 The TSNPDCL or its representative shall be at liberty to verify the construction works or operation of the Project being carried out by the TSGENCO and on such verification/inspection if it is found that the construction works or operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from the TSGENCO or may require the works to be stopped or may require TSGENCO to comply with their instructions.
- 3.5 The TSGENCO shall give a notice in writing to the SLDC and TSNPDCL, at least (15) days before the date on which it intends to synchronize the Project to the grid system.
- 3.6 Synchronization:** The Project shall have to be synchronized to the grid system when TSGENCO complies with all the connectivity conditions specified in the Grid Code in force.
- 3.6.1** The solar power developer shall give a notice in writing to the SLDC and DISCOM, at least (15) days before the date on which it intends to synchronize the Project to the grid system.
- 3.6.2** The synchronization equipment shall be installed by the solar power developer at its generation facility of the project at its own cost. The solar power developer shall synchronize its system with the grid system only after the approval of synchronization scheme under the supervision of the concerned authorities of the grid system.



- 3.6.3** The solar power developer shall immediately after synchronization / tripping of generator, inform the sub-station of the grid system to which the Project is electrically connected in accordance with the Grid Code in force.
- 3.6.4** The solar power developer shall commission the Project within timelines specified in this agreement i.e., twelve (12) Months from the effective date for projects connected at 33 kV level, and. After commissioning of the project, the SPD shall invariably register the project with SLDC.
- 3.7** The solar power developer may undertake the commissioning of the Project in phases and provisions of Clauses 3.6.1 to 3.6.4 and clause 3.6 shall apply mutatis - mutandis for generating units commissioned in phases. However, prior to the completion of the synchronization of the entire project, the SPD shall obtain certification for full contracted capacity from the competent authority duly demonstrating the full commissioning of the contracted capacity.
- 3.8** The Company shall ensure the connectivity standards applicable to the solar generating stations as per the technical norms of TSTRANSCO/ TSDISCOM and Other CERC/CEA regulations and its amendments thereto from time to time.
- 3.9** The synchronization equipment shall be installed by the TSGENCO at its generation facility of the project at its own cost. The TSGENCO shall synchronize its system with the grid system only after the approval of synchronization scheme under the supervision of the concerned authorities of the grid system.
- 3.10** The TSGENCO shall immediately after synchronization, inform the sub-station of the grid system to which the Project is electrically connected in accordance with the Grid Code in force. After commissioning of the project, the Company shall invariably register the project with SLDC and CEA.



ARTICLE 4
METERING AND PROTECTION

- 4.1** The Company shall install main meters and check meter of static type 0.2s class accuracy having both ABT & Trivector features and online data transfer facility (V-SAT) at the inter-connection point and the Company shall also install stand-by meter of static type at the same point and of the same accuracy. The connected metering CTs and PTs shall be of 0.2s and 0.2 class of accuracy as per the norms specified in the T.OO (CE-Construction-2) Ms.No.488, Dt: 17.03.2012, metering code by CEA or norms of TSERC and any changes made applicable from time to time. The main meters, check meters and stand-by meter shall each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument and configured with ToD software compatible to TSTRANSCO EBC data base. For the purpose of uniformity, the Company shall follow metering specification as developed by TSDISCOM.
- 4.2** All the meters required to be installed pursuant to Article 4.1 and above shall be jointly inspected and sealed on behalf of both parties, i.e TSDISCOM & Company and shall not be interfered with, tested or checked except in the presence of representatives of both parties.
- 4.3** Though all the reading of Main, Check and Standby meters have to be taken, the meter readings from the main meters will form the basis of billing. If any of the meters required to be installed pursuant to Article 4.1 above are found to be registering inaccurately, the affected meter will be replaced immediately.
- 4.4** Wherein the yearly meter check indicates an error in one of the main meter/meter(s) beyond the limits of errors, for such meter(s), but no such error is indicated in the corresponding check meter/meters, billing for the month will be done on the basis of the reading on the check meter/meters and the main meter will be replaced immediately.
- 4.5** If during the yearly test checks, both the main meters and the corresponding check meters are found to be beyond permissible limits of error, Standby meters readings shall be taken to in consideration and both Main and check meters shall be immediately replaced. If all the meters during yearly checking's found to be faulty, and the correction applied to the consumption registered by the main meter to arrive at the correct delivered energy for billing purposes for the period of the one month



upto the time of such test check, computation of delivered energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter. Alternatively, the energy will be computed on a mutually agreeable basis for that period of defect.

- 4.6** Corrections in delivered energy billing, whenever necessary, shall be applicable to the period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100, 50, 20 and 10 percent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest to the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.
- 4.7** The billing meters (main, check and standby) shall be tested and calibrated utilizing a Standard Meter. The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India/Government of Telangana, as per Terms and Conditions of supply.
- 4.8** All the billing meters (main, check and standby) tests shall be jointly conducted by the authorized representatives of both parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 4.9** On the Metering Date, each month meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.
- 4.10** Within six (6) months, following the execution of this Agreement, the Company and the TSDISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Company in order for the Company to operate in parallel with the TSTRANSCO/DISCOM grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.
- 4.11** The Project shall be operated and maintained in accordance with good and generally prudent accepted utility standards with respect to synchronizing, voltage, frequency and reactive power control.



- 4.12** Voltage regulation shall be such as to enable continued paralleling and synchronisation with the grid voltage at the point of interconnection.
- 4.13** The equipment of the solar power developers shall be designed for fluctuations in the frequency within limits of 49.70 cycles per second to 50.10 cycles per second of the standard frequency of 50 cycles per second.
- 4.14** The Company shall ensure that the power factor of the power delivered to the TSTRANSCO/TSDISCOM is maintained as per the TSERC or CEA norms from time to time.
- 4.15** Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the TSTRANSCO/TSDISCOM as the case may be.
- 4.16** As the Project's generator may carry fault currents that may occur on the TSTRANSCO/DISCOM grid, the Company shall provide adequate switchgear protection against such faults. The TSDISCOM is not responsible for damage, if any, caused to the Project's and allied equipment during parallel operation of the generator with the TSTRANSCO/DISCOM grid.
- 4.17** The Company shall make a good faith effort to operate the Project in such a manner as to avoid fluctuations and disturbances to the TSTRANSCO / DISCOM grid due to parallel operation with the grid.
- 4.18** The Company shall control and operate the Project. The SLDC may instruct the TSGENCO/ company to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the TSTRANSCO/ TSDISCOM reasonable judgment such a reduction will alleviate the emergency. The TSTRANSCO/TSDISCOM shall give the Company as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Company hereunder shall be implemented in a manner consistent with safe operating procedures. For this purpose, the solar power developer shall provide Data Acquisition System ("DAS") facility compatible with SLDC Supervisory Control and Data Acquisition ("SCADA") system in consultation with SLDC for transfer of online information to SLDC as per TSERC Grid Code and IEGC 2010.
- i) SLDC may direct the solar power developer to curtail its VAR or injection incase the security of grid or safety of any equipment or personnel is endangered.
 - ii) During the Project start-up, the solar power developer shall ensure that the reactive power drawl shall not affect the grid performance.



4.19 The Company has to establish Protection System, Online data Scheme, its allied equipment to conform with grid code from time to time.. Also, the Protection System shall conform with the TRANSCO/DISCOM norms.

4.20 Harmonics: The Company shall ensure that the harmonics injected into the grid shall conform to the grid specifications as specified by TSERC or CERC from time to time. In default, the generator is liable to pay the penalty as may be specified from time to time through regulation by TSERC or CERC as the case may be.

The project shall comply with the following stipulation issued by Ministry of Power, (Central Electricity Authority) vide notification dated 15.10.2013 and as amended form time to time.

"B1 Requirement of Harmonics, Direct Current (DC) injection and flicker.

- i) Harmonic current injections from a generating station shall not exceed the limits specified in Institute of Electrical and Electronics Engineers (IEEE) Standard 519.
- ii) The Generating station shall not inject DC current greater than 0.5% of the full rated output at the interconnection point.
- iii) The generating station shall not introduce flicker beyond the limits specified in IEC 61000. Provided that the standards for flicker will come into effect from 1st April 2014.
- iv) Measurement of harmonic content, DC injection and flicker shall be done at least once in a year in presence of the parties concerned and the indicative date for the same shall be mentioned in the connection agreement."

In addition to the above, the solar power developers shall have to demonstrate that the harmonic content injections at any point of time shall be within specified limits.



ARTICLE-5
CHANGE IN LAW

In this Article, the following terms shall have the following meanings:

- 5.1 "Change in Law" means the occurrence of any of the following events after the date on which PPA to be signed, resulting into any additional recurring/non-recurring expenditure by the Company or any income to the Company, the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law and any notifications issued there under.
- (a) Change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law; the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - (b) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Company;
 - (c) any change in tax or introduction of any tax made applicable for supply of power by the Company as per the terms of this Agreement but shall not include:
 - (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Company, or
 - (ii) change in respect of UI Charges or frequency intervals by an Appropriate Commission or
 - (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.



ARTICLE 6
BILLING AND PAYMENT

6.1 **Billing and Due Date:** On or before each billing date, the TSGENCO shall furnish a bill to the TSNPDCL monthly bill based on (a) meter reading that has either been signed by both parties or certified by TSGENCO (b) the Tariff, monthly energy charges will be paid, as per which will set out in the agreement (Which is to be determined by TSERC). Each monthly bill for a billing month shall be payable by TSDISCOMs in accordance with this agreement on or before the due date of payment, which will be date 45 days from the date of billing to the designated officer of TSDISCOMs.

6.2 **Late payment surcharge:** In case the payment of any bill for charges payable is delayed beyond a period of 45 days from the date of presentation of bills, a late payment surcharge at the rate of 1.50% per month shall be levied by the generating company.

6.3 **Rebate:**

(1) For payment of bills of the generating company through revolving and valid letter of credit on presentation or through National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement (RTGS) payment mode within a period of 5 days of presentation of bills, a rebate of 1.5% on bill amount shall be allowed.

Explanation: In case of computation of '5 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 5th day is official holiday, the 5th day for the purpose of rebate shall be construed as the immediate succeeding working day.

(2) Where payments are made on any day after 5 days within a period of one month from date of presentation of bills by the generating company, a rebate of 1% shall be allowed.

6.4 **Letter of Credit:** Not later than 30 days prior to the Scheduled COD of the first Generating unit, TSDISCOM shall cause to be in effect an irrevocable revolving Letter of Credit issued in favour of the Company by a Scheduled Bank (the Letter of Credit)

- a) on the date it is issued, have a term of one year;
- b) be payable upon the execution and presentation by an Officer of the Company of a sight draft to issuer of such Letter of Credit supported by a Meter Reading Statement accepted and Signed both the Parties or a certification from the Company that the TSNPDCL failed to sign the Meter Reading Statements within 5 days of the Metering date or that a supplemental bill has been issued and remains unpaid until the due date of payment;

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- c) provide that the Company shall have the right to draw upon such Letter of Credit not withstanding any failure by the TSNPDCL to reimburse the issue therefore for any draw down made under, and
- d) not less than 30 days prior to the expiration of any Letter of Credit, the TSNPDCL shall provide a new or replacement Letter of Credit. Each monthly bill or supplemental bill shall be presented at the said Scheduled Bank for payment under the Letter of Credit and shall become payable there under. The Opening Charges for Letter of Credit (L/C) and Letter of Credit (L/C) negotiation charges will be borne by the beneficiary i.e. Company.

6.5 **Direct Payment:** Notwithstanding the fact that a Letter of Credit has been opened, in the event that through the actions of TSNPDCL, the Company is not able to make a draw upon the Letter of Credit for the full amount of any bill, the Company shall have the right to require in writing the TSNPDCL to make direct payment of any bill by cheque or otherwise on or before the due date of payment by delivering such requisition to the TSDISCOM on or prior to the due date of payment of such bill requiring payment in the foregoing manner. Without prejudice to the right of the Company to draw upon the Letter of Credit if payment is not received in full, the TSNPDCL shall have the right to make direct payment by cheque or otherwise of any bill as such, within 30 days after the date of its presentation to the designated Officer of the TSDISCOM, the Company shall receive payment in full for such bill. When either such direct payment is made, the Company shall not present the same bill to the Scheduled Bank for payment against the Letter of Credit.

6.6 **Billing disputes:** The TSNPDCL shall pay the bills of the Company promptly subject to the provisions in Article 2, and in accordance with tariff determined by TSERC.

6.7 **General:** any changes in CERC/TSERC regulations that may occur in future shall be applicable for all operating norms or any other parameters.

The TSNPDCL shall notify the Company in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. The Company shall immediately take up issue with all relevant information with TSDISCOM which shall be rectified by the TSNPDCL, if found satisfactory. Otherwise notify its (TSNPDCL) rejection of the disputed claim within reasonable time with reasons recorded in writing therefore. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the TSNPDCL to reimburse the Company, the amount to be reimbursement with simple interest at prevailing base prime lending rate of State Bank of India and in case this rate is reduced / increased, such a reduced / increased rate is applicable from the date of reduction / increase from the date of disallowance to the date of reimbursement.



ARTICLE 7
UNDERTAKING

7.1 The Project Developer shall be responsible:

- (i) For the proper maintenance of the project in accordance with established prudent utility practices.
- (ii) For the operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in close coordination with the **TSNPDCL**.
- (iii) For making all payments on account of any taxes, cesses, duties, or levies imposed by any Government or competent statutory authority on the land, equipment, material or works of the project or on the energy generated or consumed by the project or the Company or on the income or assets of the Company.
- (iv) For obtaining necessary approvals, permits or licenses for operation of the project and sale of energy to TSTRANSCO/TSDISCOM there from under the provision of the relevant laws.
- (v) To comply with the provisions of the Grid Code. Notwithstanding any provision in this Agreement, the solar power developer shall comply with the state Grid Code, dispatch practices, performance standard, protection & safety as required under the rules & regulations in force from time to time in the State of Telangana.
- (vi) for achieving the Commercial Operation Date within 12 months from effective date of the Agreement
- (vii) For not to dismantle and take away any Project machinery and Interconnection Facilities during the term of this agreement.
- (viii) The Company shall deploy only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Power Project.
- (ix) The company shall take insurance for the project assets against losses due to natural calamities, fire, riot, strike, theft, etc., for replacement value and shall submit documentary evidence of meeting this condition to the DISCOM.



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7.2 The TSNPDCL agrees:

- (i) To make all reasonable efforts for making arrangements for evacuation of power from the project to be completed prior to the Commercial Operation Date of the Project subject to Article 3.
- (ii) For purchase of Delivered Energy from the project as per Article 2.2.



ARTICLE 8
DURATION OF AGREEMENT

This Agreement shall be effective upon its execution and delivery thereof between the parties hereto and shall continue to be in force from the Commercial Operation Date (COD) and until the 25th anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time, with or without modification and on such terms and conditions as may be mutually agreed upon to by the parties, ninety 90 days prior to the expiry of the said period, subject to the consent of the TSERC. Any conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of TSERC, Government of Telangana and TSDISCOM.



ARTICLE 9
NOTICES

9.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient, if delivered personally or sent by registered post or certified mail, telecopy, telex addressed as follows:

If to the TSGENCO:

Attention : Chief Engineer (Coal & Commercial)
TSGENCO, 2nd Floor,
Vidyut Soudha, Hyderabad-500082
Telangana, India

Telephone No. : 040-23499847

Fax No. :

E-mail : ce.com@tsgenco.co.in

If to the TSNPDCL:

Attention : Chief General Manager (IPC & RAC),
TSNPDCL, Nakkalagutta, Vidyut Bhavan,
H.No.2-5-31/2, Hanamkonda,
Hanamkonda District, PIN: 506 001, Telangana,
India.

Fax No. : 0870 2453387.

Telephone No : +91 9491044275

email ID : cgmir@tsnpdcl.in
gmplg@tsnpdcl.in

9.2 All notices or communications given by telecopy, telex etc shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered or certified mail. All notices shall be deemed delivered upon receipt, including notices given by telecopy, telex regardless of the date the confirmation of such notice is received.

9.3 Any party may by written notice change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.



ARTICLE 10
SPECIAL PROVISIONS

- 10.1 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 10.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Company and the TSDISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of Telangana State Electricity Regulatory Commission. However, the amendments to the Agreement as per the respective orders of TSERC from time to time shall be carried out. All the conditions mentioned in the Agreement are with the consent of TSERC.
- 10.3 However, in respect of power evacuation, the voltage levels for interfacing with TSTRANSCO/DISCOM Grid will be as per Article 1.33. The costs of interconnection facilities have to be borne by the Company as per Article 3.
- 10.4 The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.
- 10.5 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.
- 10.6 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this Agreement, required to be mutually agreed upon between the parties, shall be concluded by a written Agreement between the parties not later than the date specified in the concerned clause of this Agreement, subject to the consent of the TSERC.
- 10.7 This Agreement, including Schedule 1, attached hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind, express or implied, not set forth herein.



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- 10.8 The headings contained herein are included solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this Agreement.
 - 10.9 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.
 - 10.10 **Assignment and Financing:** Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.



ARTICLE 11
FORCE MAJEURE

11.1 Definition of Force Majeure:

- (a) "Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the performance by either party (the "Affected Party") of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Affected Party's reasonable control and were not reasonably foreseeable and the effects of which the Affected Party could not have prevented by Prudent Utility Practices or, in the case of construction activities, by the exercise of reasonable skill and care. Any events or circumstances meeting the description of Force Majeure which have the same effect upon the performance of any of the Company Power Project setup and which therefore materially and adversely affect the ability of the Project or, as the case may be, the DISCOM to perform its obligations hereunder shall constitute Force Majeure with respect to the Company or the DISCOM, respectively.
- (b) Force Majeure circumstances and events shall include the following events to the extent, that they or their consequences satisfy the above requirements.
- (i) Non Political Events such as acts of GOD including but not limited to any storm, flood, Drought, Lightning, Earthquake or other natural calamities, fire, accident, explosion, strikes, labour difficulties, epidemic, plague or quarantine, air crash, shipwreck, train wrecks or failure ("Non Political Events").
- (ii) Indirect Political Events such as acts of war sabotage, terrorism or act of public enemy, blockades, embargoes, civil disturbance, revolution or radioactive contamination ("Indirect Political Events").
- iii) Direct Political Events such as any Government Agencies' or the DISCOM unlawful or discriminatory delay, modification, denial or refusal to grant or renew, or any revocation of any required permit or Change in Law (Direct Political Events).

No party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God an any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.



ARTICLE 12
DATA ACQUISITION SYSTEM & DAY-AHEAD SCHEDULES

12.1 The company shall establish Data Acquisition System (DAS) with necessary communication facilities in line with TSTRANSCO procedures and ensure that the online data shall be completely integrated with State Load Dispatch Centre (SLDC) from the effective date of PPA. The company shall furnish Block-wise availability on day ahead basis to SLDC and abide by the scheduling procedures as per the orders, regulations, policies, Suo-motu orders, directions issued by the Indian Grid Code and State Grid Code, CEA, MNRE any other statutory Government agency etc., from time to time.



ARTICLE 13
OTHER PROVISIONS

13.1 Scheduling and Despatch :

The Solar Power Projects in the state of Telangana shall be treated as must-run i.e., not subjected to the Merit Order Dispatch. The generating company has to furnish the Day-Ahead Schedule and maintain it in line with the TSERC Regulations from time to time. However, for the purpose of Grid stability and discipline in the event of contingencies arise and when no other means of Grid discipline is available, the schedule can be changed by the State Load Despatch Centre (SLDC) keeping in view the CERC (Indian Electricity Grid Code) Regulation, 2010 (as amended up-to date) and CERC (Un-scheduled Interchange and related matters), Regulations, 2009 including amendments thereto.



ARTICLE 14

DEFAULT

- 14.1 In the event, TSNPDCL commits a breach of any of the terms of this Agreement, the Company shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days notice to TSNPDCL.
- 14.2 In the event, Company commits a breach of any of the terms of this Agreement, the TSNPDCL shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days notice to the Company.
- 14.3 If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of the this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and can claim damages at is option.



ARTICLE 15
SUBSEQUENT COMMISSION / GOVERNMENTAL ACTIONS

If as a result of any act, restraint or regulation by the TSERC, State or Central Government authority, department, Ministry, whether part of legislative, executive or judicial branch, the Company's ability to use the energy for captive consumption can be materially abridged or abrogated, at the request of the Company, TSNPDCL agrees to negotiate in good faith with the company for an arrangement mutually agreed to by both the parties, whereby, the Company would sell and TSNPDCL would purchase the energy produced by the Project.



ARTICLE 16
DISPUTE RESOLUTION

All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavored to be settled amicably through negotiation between Heads of the organizations or their authorised representatives.


In the event of any such differences or disputes between the parties which remained unsettled by negotiations, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes.



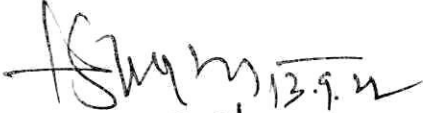

In witness whereof the parties have signed this Agreement on the day, month and year first written above.

For and behalf of

TELANGANA STATE POWER
GENERATION CORPORATION
LIMITED



Chief Engineer/Coal & Commercial
TSGENCO P. BALA RAJU
Chief Engineer
Coal & Commercial
TSGENCO/VS/Hyderabad-82.

In the presence of



1. 
13.9.22
CE/IPC RTH
2. 
SE/coal & comd.

For and behalf of

NORTHERN POWER DISTRIBUTION
COMPANY OF TELANGANA LIMITED


13/09/2022
CGM (IPC&RAC) T. Madhusudhan.,
TSNPDCL Chief General Manager,
IPC & RAC, TSNPDCL,
Warangal

In the presence of

1. 
AO/TSPPCC
2. 
AAO/IPC/TSNPDCL

SCHEDULE 1
Particulars of the Project
(Referred to in the Preamble to the Agreement)

Name of the Project	Location	No. of Units	Capacity of the Generator (in MW)	Capacity of the Station (in MW)
M/s. TSGENCO Solar Power Plant	Mini Hydel Station Peddapally, near 33/11 KV Turakala Maddikunta Sub-station, Peddapally	5	6 th mile- 0.6 MW, 7 th mile- 0.6 MW, 12 th mile - 1.2 MW, 14 th mile- 1.2 MW and 16 th mile- 1 MW	4.6 MW *

(*) Out of which 0.75% is for auxiliary consumption (As per CERC Regulations -2020)

SCHEDULE 1 A
Tariff to be decided by the TSERC upon filing of Petition by the Company

SCHEDULE 2

TOO. 488, dated 17.03.2012

