

(3)

(On stamp paper of Rs.300/-)

## Solar wheeling Agreement for captive

THIS PROVISIONAL AGREEMENT IS MADE AT \_\_\_\_\_ AT  
THIS \_\_\_\_\_ THIS DAY OF MONTH \_\_\_\_\_ OF  
YEAR TWO THOUSAND \_\_\_\_\_

### BETWEEN

M/s \_\_\_\_\_, is a company incorporated under the Companies Act 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to individually, as “**POWER PRODUCER or COMPANY or Consumer**”) which expression shall unless repugnant to the context or meaning thereof includes its successor and assigns, as party of the first Part;

### AND

\_\_\_\_\_Gujarat Vij Company Limited, is a Government Company registered under the Companies Act 1956 and carrying on the business of distribution and supply of electricity in the area of supply mentioned in this license/Transfer scheme and having its Registered office at \_\_\_\_\_(hereinafter referred to as “**DISCOM**”) which expression shall include its permitted assigns and successor, a Party of second part;

### AND WHEREAS

The Company has been permitted by the Gujarat Energy Development Agency (i.e GEDA) vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to set up Photovoltaic (PV) based Solar Power Generating Plant (SPG) of \_\_\_\_\_MW (AC) capacity at Revenue Survey No. \_\_\_\_\_ Village: \_\_\_\_\_ Taluka:\_\_\_\_\_ and District: \_\_\_\_\_ and injecting power at \_\_\_\_\_KV opting to wheel solar power for captive use within the state and commission under the operative period of Gujarat Solar Policy – 2021.

### AND WHEREAS

Government of Gujarat has declared Gujarat Solar Power Policy 2021 on 29.12.2020 operative for the control period from date of its notification (29.12.2020) to 31<sup>st</sup> December 2025. The Solar Power Systems installed and commissioned during the operative period shall become eligible for the benefits and incentives declared under the Policy, for the period of 25 years from the date of commissioning or for the life span of the Solar Power System, whichever is earlier.

The incorporation of provisions of Solar Power Policy – 2021 in the Gujarat Electricity Regulatory Commission's Order, is **the subject matter of pending Petition filed by GUVNL before Hon'ble GERC.**

**AND WHEREAS**

The Consumer has approached \_GVCL that their \_\_\_\_\_MW Solar power project is ready for commissioning and accordingly has requested \_GVCL to execute wheeling agreement for wheeling of solar power from their solar power project at \_\_\_\_\_ to **their consumption locations as per the provisions of Gujarat Solar Power Policy- 2021.**

**AND WHEREAS**

In order to facilitate commissioning of the solar projects pursuant to notification of New Solar Power Policy-2021 effective from 29.12.2020, \_GVCL has agreed to sign this agreement with solar project in terms of provisions of Solar Power Policy-2021 **on provisional basis as an interim arrangement subject to change as per further order / decision of GERC.**

**AND WHEREAS**

This agreement is also governed as per GERC Open Access Regulation, 2011 and amendment thereto, Intra-State ABT Order, GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 and amendment thereto and other applicable GERC Regulations and as per the terms and conditions contained in the Application form filed by the company with GEDA and terms and condition of this agreement.

**AND WHEREAS**

The Company hereby decides to wheel the energy generated at the SPG the recipient unit located at \_\_\_\_\_ in the state of Gujarat as per the terms and conditions specified under this Agreement.

**AND WHEREAS**

DISCOM is agreeable for wheeling of power at recipient unit of Power Producer in accordance with the Government of Gujarat's Solar Policy – 2021 **(Solar Policy), Gujarat Electricity Regulatory Commission (GERC)'s Order,** GERC Open Access Regulations, 2011 and amendment thereto, intra state ABT order and amendment thereto, GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 and amendment thereto and other applicable GERC Regulations and as per the terms and conditions contained in the Application form filed by the Power Producer with GEDA and as per the terms and conditions of this agreement, under option-\_\_\_\_\_ out of following options.

Option 1: MSME (Manufacturing) Enterprise Consumer.

Or

Option 2: Other than MSME (Manufacturing) Enterprise.

Or

Option 3: Solar Project set up for RPO Compliance [shall be applicable to Obligated Entity]

[Note: MSME (Manufacturing) Enterprise desires to avail benefits of the Policy, may opt for the Option1]

NOW THEREFORE IN CONSIDERATION OF THE PREMISES CONVENANTS AND CONDITIONS THE PARTIES HEREBY AGREE AS UNDER.

### 1.0 Definitions:

The words and phrases used in this Agreement are ascribed the same meaning as contained/described under Policy, unless otherwise expressly defined.

<b>Word/Phrase</b>	<b>Meaning</b>
Application Form	Shall mean the application form registered by the Company with GEDA for seeking approval to set up the Solar Photovoltaic plant.
Commissioning Date	With respect to the SPG shall mean the date on which the Solar Photovoltaic GRID Interactive power plant is available for commercial operation (Certified by GEDA)
CERC	Central Electricity Regulatory Commission
Distribution System	Shall mean the system of wires and associated facilities from interface from interface point of DISCOM network with GETCO System i.e from point of Interconnection to the Installation of Recipient unit/s
Delivery Point	Means the point of delivery at the receiving end the STU substation / 11KV system of DISCOM
Energy	Shall mean the Energy Generated by the Power Producer at its Solar Power Generation Project and injected at GETCO sub-station on 15 minutes time block basis.
GETCO Grid System	Shall mean transmission facility provided by Gujarat Energy Transmission Corporation Ltd. (GETCO) to transmit power from delivery point to interface between transmission and Distribution System.
GEDA	Gujarat Energy Development Agency acting as nodal agency for the implementation of the Policy.
GERC	Gujarat Electricity Regulatory Commission
Policy	Gujarat Solar Policy – 2021 and its amendment.
Recipient Unit	Existing consumer(s) of DISCOM in whose electricity bill wheeled energy is to be settled and as per details incorporated in Appendix-II
REC mechanism	Renewable Energy Certification (REC) mechanism as per Central Electricity Regulatory Commission (Terms and conditions for recognition and issuance of renewable energy certificate for Renewable Energy Generation ) Regulations 2010 and amended from time to time
SPG	Shall means the Solar Power Generation Project/plant facility installed

	and owned by Power Producers as per the Policy and as per the details incorporated in Appendix-I
STU	Means State Transmission Utility (GETCO)
MSME	Micro Small and Medium Enterprises – Manufacturing (MSME – Manufacturing Enterprises Development) as per MSMED Act 2006
Schedule Commercial operational Date (SCOD)	Means _DD_/_MM_/20YY
Year	Shall mean the financial year covered between 1 <sup>st</sup> April in any year to 31 <sup>st</sup> March of the immediate next year.

## 2.0 Eligibility Period:

The eligibility period of the agreement shall be 25 (twenty five) years from the date of commissioning or the life span of SPG, whichever is earlier, for the purpose of wheeling of power for captive use, more particularly described under this agreement.

## 3.0 Maximum allowable Capacity of Solar

As per Solar Policy- 2021, No capacity restriction shall be applicable.

## 4.0 Transmission and Wheeling Charges:

The Company is desirous of wheeling the energy generated from SPG to place of consumption / establishment of its ownership (captive use) as mentioned under the recital of this Agreement in accordance with the provision of the Solar Policy-2021 and GERC Orders/Regulations during the entire Eligibility Period.

### Transmission Charges and Losses:

The wheeling of generated solar electricity within the state shall be allowed on payment of Transmission Charges and Transmission losses otherwise applicable to normal Open Access Consumers as per GERC Open Access Regulations.

### Wheeling Charges and Losses:

The wheeling of generated solar electricity within the state shall be allowed on payment of wheeling Charges and Losses as applicable to normal Open Access Consumers as per GERC Open Access Regulations.

### Wheeling at two or more locations:

In case, the power producer desires to wheel the electricity to more than one location, the same shall be allowed on payment of 5 Paise per unit on energy fed in the grid in addition to the applicable transmission/ wheeling charges/losses. This shall be collected by Distribution Company in whose area power is consumed.

**5.0 Banking Charge:** Banking Charge shall be applicable as under.

**a) For MSME consumers and other Non-demand based consumers:**

Rs 1.10 / unit on solar energy consumed

**b) For all demand-based consumers (Other than MSME):**

Rs 1.50 / unit on solar energy consumed

**c) Solar Project set up for (i) RPO Compliance, (ii) Government Building:**

Exempted

For the purpose of applicability of Banking Charges, the solar energy consumption shall be worked out as per the solar generation units recorded in solar energy meter of solar power system during the billing period Less applicable transmission / wheeling losses Less surplus solar units on which Surplus Injection Compensation is paid by DISCOM.

**6.0 Electricity Duty:**

Applicability of Electricity Duty shall be governed as per the Gujarat Electricity Duty Act, 1958 and as amended from time to time.

**7.0 Other Tax, Duties, Cess, Other Surcharge etc.**

In case Government of India/State Government/ Gujarat Electricity Regulatory Commission or any competent authority impose any tax/duties/cess, Surcharge, Cross Subsidy Surcharge, Additional Surcharge etc on wheeling of power and activities related thereto, the same shall be paid by company to DISCOM in addition to the above charges.

Further, if Regulatory Commission imposes any new charges/surcharges etc, the same shall be paid by company to DISCOM as applicable.

**8.0 Metering:**

The Power Producer shall install the ABT compliant meter at Interface Point [receiving point of STU] and wherever applicable at recipient point at its own cost as per specification given by GETCO/DISCOM. Further Company shall install Remote Terminal Unit (RTU) at SPG at its cost to communicate real time data to DISCOM/ State Load Dispatch Centre.

In case of consumers having contracted load / sanctioned demand not exceeding 1 MW, DISCOM may allow installation of non-ABT meters at consumer level reprogrammed at consumer's cost as per the energy accounting requirement.

**9.0 Energy Accounting, Surplus Injection Compensation (SIC)and RPO:**

The solar energy generated, after deducting applicable losses, shall be set off against energy consumed by Power Purchaser at the recipients unit as under:

**a. Energy Accounting:**

Adjustment of the solar energy generation shall be allowed as under:

**(1) LT Consumers (Other than demand-based consumers):**

The set off of wheeled solar energy shall be given on billing cycle basis.

**(2) LT demand-based consumers:**

The set off of wheeled solar energy shall be given between 07.00 hours to 18.00 hours basis of the same billing cycle.

**(3) HT/EHV consumers:**

The set off of wheeled solar energy shall be given between 07.00 hours to 18.00 hours basis of same day.

**(4) For Solar Project set up for RPO Compliance –**The set off of wheeled solar energy shall be given on 15 min time block basis.

**b. Surplus Injection Compensation (SIC):**

Any surplus energy not consumed as per energy accounting shall be compensated by DISCOM at following rate:

**i. For MSME (Manufacturing) Enterprise:**

Rs. 2.25 / unit for first 5 years from commissioning of project and thereafter for the remaining term of the project at 75% of the simple average of tariff discovered and contracted under competitive bidding process conducted by GUVNL for Non-park based solar projects in the preceding 6-month period, i.e., either April to September or October to March as the case may be, from the commercial operation date (COD) of the project.

**ii. For Other than MSME (Manufacturing) Enterprise and Solar Project set up for RPO Compliance:**

75% of the simple average of tariff discovered and contracted through competitive bidding process conducted by GUVNL for Non-park based solar projects in the preceding 6-month period, i.e., either April to September or October to March as the case may be, from the commercial operation date (COD) of the project.

**c. RPO Credit:**

**i. For MSME (Manufacturing) Enterprise & Other than MSME (Manufacturing) Enterprise:**

The entire generated solar energy from SPG shall be credited towards meeting the DISCOM's RPO.

**ii. Solar Project set up for RPO Compliance:**

The surplus solar energy purchased by Distribution Company from captive solar projects shall be considered for fulfilling RPO of Distribution Company

**10.0 Forecasting and Scheduling:**

Forecasting and Scheduling of energy for day-to-day operations shall be governed by GERC Regulations and its amendments issued from time to time.

**11.0 Mode of Payment of Open Access Charges**

DISCOM shall bill and recover open access charges, and other charges/taxes/duties as applicable from time to time for wheeling of solar energy under Captive use arrangement at the recipient point in the monthly/Bi-monthly bill.

**12.0 Premature Termination:**

This agreement shall be subject to pre-mature Termination by mutual consent only by giving a written notice to the other party. The premature termination of this agreement shall be governed as per the provision of open access regulation of Hon'ble GERC.

**13.0 Dispute Resolution:**

13.1 All disputes or differences between the parties arising out of connection with this agreement shall be first tried to be settled through mutual negotiation.

13.2 Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

13.3 Each party shall designate in writing and communicate to the other party its own representative who shall be authorized to resolve any dispute arising under this agreement in an equitable manner and unless otherwise expressly provided herein, to exercise the authority of the parties hereto make decision by mutual agreement.

13.4 In the event that such differences or disputes between the parties are not settled through mutual negotiations within sixty (60) days after such dispute arises then it shall be adjudicated by appropriate commission in accordance with law.

**14.0 General:**

This agreement shall come into force from the effective date and remains valid up to eligible period as mentioned at Clause no 2.0 of this agreement. Also this agreement is not transferrable in any other name of generator recipient unless both parties mutual agree for such transfer.

**This provisional agreement is signed as per the provisions of Solar Power Policy-2021 on provisional basis as an interim arrangement subject to change as per further order / decision of Government of Gujarat / GERC.**

**15.0 Communication:**

The names of the officials and their addresses, for purpose of any communication in relation to the matters covered under this agreement shall be as under.

In respect of the <b>DISCOM</b>	In respect of <b>POWR PRODUCER</b>
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The parties hereto, have put their signatures and seals in agreement to this agreement as under:

<b>FOR AND ON BEHALD OF M/s DISCOM</b>	<b>FOR AND ON BEHALF OF POWER PRODUCER</b>
<hr/>	<hr/>
Authorized signatory	Authorized signatory
<b>Witnesses</b>	<b>Witnesses</b>
1. _____ ( _____ )	1. _____ ( _____ )
2. _____ ( _____ )	2. _____ ( _____ )

### APPENDIX-1

Details of location of solar Power Generator, its specification, name place details and commissioning certificate from GEDA

Sr No	Description	Details
1	Name of Owner	M/s
2	Status of the Owner Company/Developer	
3	Amount of Stamp Paper Stamp Paper no. Date of Issue.	
4	Location of Solar power Generator Survey no: Village: Taluka: District:	
5	Name plate details of Solar PV cells(Modules), Invertors including serial number/ job number of manufacturer, make and capacity	Make – Capacity- _____KW
6	Serial number ad date of commissioning certificate key plan of the land showing location and capacity of SPG (Copy of the certificate may please be attached)  SPG ID Number:	Key plan & Micro sitting drawing enclosed herewith

## APPENDIX – 2

Details of recipient Unit(s) for wheeling Energy from the solar power generator M/s \_\_\_\_\_ located at survey no \_\_\_\_\_ Village \_\_\_\_\_  
 \_\_\_\_\_ Ta \_\_\_\_\_ Dist: \_\_\_\_\_  
 \_\_\_\_\_

Total No of Recipient Units: \_\_\_\_\_

Recipient Unit No 1 (Allocation # \_\_\_\_\_ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	

Recipient Unit No 2 (Allocation # \_\_\_\_\_ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	

Recipient Unit No 3 (Allocation # \_\_\_\_\_ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	