

(On stamp paper of Rs.300/-)

Provisional 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 / 2013 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

Uttar Gujarat Vij Company Limited, is a Government Company registered under the Companies Act 1956 / 2013 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 Vadodara (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 Renewable Energy Policy – 2023.

AND WHEREAS

Government of Gujarat has declared Gujarat Renewable Energy Policy 2023 come in to effect from date of notification i.e. 4.10.2023 and shall remain in operation up to 30.09.2028, where in clause no.33 it is mention that the solar power projects which are registered with GEDA before notification of the new policy, shall have option to avail the benefits of the solar power policy -2021 by commissioning registered solar power project within six months from the notification of new policy or to govern as per provisions of new policy.

AND WHEREAS

Hon'ble GERC vide order dated 11.06.2021 in Petition No. 1936 of 2021 has amended the Order No. 3 of 2020 dated 08.05.2020 in the matter of Tariff framework for procurement of power by distribution licensees and others from Solar Energy Projects and other commercial issues for the State of Gujarat.

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 on provisional basis for wheeling of solar power from their solar power project at _____ to their consumption locations as per the provisions of Gujarat Renewable Energy Policy-2023 and GERC order dated 08.05.2021 as amended vide order dated 11.06.2021.

Under the option:

- Option 1:- The Solar Project registered under Gujarat Solar Power Policy 2021 before Notification of the Gujarat Renewable Energy Policy-2023 and to avail Benefits of Gujarat Solar Power Policy -2021.

“M/s_____the first party under the agreement, hereby declares and agrees that it has voluntarily and willingly chosen to consider its RE Projects in accordance with the provisions of Gujarat Solar Policy -2021, as permitted under the clause 33 of Gujarat Renewable Energy Policy – 2023. First party accepts and acknowledges that the above is subject to certain conditions as specified in the Gujarat Renewable Energy Policy 2023 and the First Party shall be solely responsible for fulfilling the conditions thereunder including installation and commissioning of its RE projects within timelines stipulated under clause 33 of Gujarat Renewable Energy Policy – 2023 failing which it shall be governed by the provisions of Gujarat Renewable Energy Policy -2023 as applicable and it shall no raise any dispute in this regard against UGVCL before any forum/court. The first party further acknowledges and agrees to abide by applicable Hon'ble GERC regulations / orders/ decision from time to time.”

- Option 2:- The Solar Project registered under Gujarat Solar Power Policy 2021 before Notification of the Gujarat Renewable Energy Policy -2023 and to avail the Benefits of Gujarat RE Policy 2023.

“M/s_____the first party under the agreement, hereby declares and agrees that it has specially and voluntarily decided to consider its RE Projects under the provisions of Gujarat Renewable Energy Policy- 2023 read with applicable GERC Regulations / orders / decision in this regard. The first party acknowledges that the present agreements is on provisional arrangement basis till issuance of applicable regulations /order /decision published by GERC, Further, parties agree to abide by any Regulations/orders/decision of the Hon'ble GERC in relation to Gujarat Renewable Energy Policy 2023 and further agree to incorporate requisite modification and amendments in the agreement as per the same, if required. The first party must not dispute the applicability of the GERC order / Regulation and must make necessary modifications in the agreement as per the applicable GERC order and Regulation. The settlement will be done accordingly.”

And the option opted once under this agreement will not be changed.

AND WHEREAS

This provisional 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 provisional Agreement.

AND WHEREAS

DISCOM is agreeable for wheeling of power at recipient unit of Power Producer in accordance with the Government of Gujarat's Renewable Energy Polcity – 2023, Gujarat Electricity Regulatory Commission (GERC)'s Order dated 08.05.2020 as amended vide order dated 05.08.2020 and order 11.06.2021, 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 Prouder with GEDA and as per the terms and conditions of this provisional 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 and shall have to confirm MSME status on annual basis along with supporting documents]

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 Provisional Agreement are ascribed the same meaning as contained/described under Policy, unless otherwise expressly defined.

Word/Phrase	Meaning
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 Producer 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 MSME Act 2006
Schedule Commercial operational Date (SCOD)	Means _DD_/_MM_/20YY
Year	Shall mean the financial year covered between from 1 st April in any year to 31 st March of the immediate next year.

2.0 Eligibility Period:

The eligibility period of the Provisional 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 subject to consumer acknowledges and agrees to abide by applicable Hon'ble GERC regulations / orders/ decision from time to time.”

3.0 Maximum allowable Capacity of Solar

The Solar Capacity restriction shall be not be applicable as per The Gujarat Renewable Energy Policy- 2023 and GERC order dated 11.06.2021.

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 provisional Agreement in accordance with the provision of the Gujarat Renewable Energy Policy-2023 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.

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.

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 Annual Confirmation of MSME Status

In case, the Agreement is signed under MSME category, the consumer has to confirm its MSME status with DISCOM every year latest by 30th September along with supporting documents. In case, consumer fails to confirm the MSME Status within the stipulated timeline or consumer's MSME status is changed to non-MSME (other than MSME) category any time during the validity of this agreement, the concessional / promotional benefits applicable to the MSME category shall not be applicable with effect from change in MSME status or after expiry of stipulated timeline of 30th September, whichever is earlier. In the event of failure to confirm the MSME status on annual basis or change in MSME status, the agreement shall be construed as amended to under non-MSME (other than MSME) category for applicability of provisions of solar power policy 2021 and GERC orders/regulations.

12.0 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.

13.0 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.

14.0 Dispute Resolution:

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

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

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.

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.

15.0 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.

16.0 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 DISCOM	In respect of POWR PRODUCER
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The parties hereto, have put their signatures and seals in agreement to this agreement as under:

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