

(On stamp paper of Rs.300/-)

Provisional Solar Wheeling Agreement for Third Party Sale

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

BETWEEN

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 _____ (hereinafter referred to as "DISCOM") which expression shall include its permitted assigns and successor, a Party of first part;

AND

M/s _____, is a company incorporated under the Companies Act 1956/2013 having its registered office at _____ (hereinafter referred to individually, as "POWER PRODUCER") which expressions shall unless repugnant to the context or meaning thereof includes its successor and assigns as party of the Second Part;

AND

M/s _____, is a company incorporated under the Companies Act 1956 having its registered office at _____ (hereinafter referred to individually, as "POWER PURCHASER/ CONSUMER" which expressions shall unless repugnant to the context or meaning thereof includes its successor and assigns) as party of the Third Part;

AND WHEREAS

The Power Producer 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 Third Party Sale within the state and commission under the operative period of The 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 upto 30.09.2028, where in clause no.33 it is mentioned 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.

ANDWHEREAS

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.

ANDWHEREAS

The Power Producer has approached UGVCL that their MW Solar power project is ready for commissioning and accordingly has requested UGVCL to execute provisional wheeling agreement for wheeling of solar power from solar power project at _____ to consumption locations of Power Purchaser 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. Subject to,

“M/s _____ the first party under the agreement, hereby acknowledges that the present agreement has been entered into by both the parties, taking in to account the notification of new Gujarat RE policy -2023 and on provisional basis as an interim arrangement subject to change as per further regulation/order/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.”

ANDWHEREAS

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 Power Producer with GEDA and terms and condition of this agreement.

ANDWHEREAS

M/s _____ (Power Producer) and M/s _____ (Power Purchaser) having signed Power Purchase Agreement (PPA) on _____ (date) for purchase of _____ MW power from the Solar project of the Power Producer located at _____. As per the PPA, the Power Producer / Purchaser are responsible to obtain open access for wheeling of power from the Generating station of the Power Producer to the premises of Power Purchaser mentioned hereunder.

Name of Power Purchaser/ Consumer	Location	DISCOM consumer number	Contracted Demand with DISCOM	Tariff Category	Voltage level at drawl point

ANDWHEREAS

DISCOM is agreeable for wheeling of power at recipient unit of Power Purchaser in accordance with the Government of Gujarat's Renewable Polcity – 2023, Gujarat Electricity Regulatory Commission (GERC)'s Order dated 08.05.2020 as amended vide order dated 05.08.2021and11.06.2021,GERCOpenAccessRegulations,2011andamendmentthereto, 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 conditionscontainedintheApplicationformfiledbythePowerProuderwithGEDAandasper the terms and conditions of this agreement, under option-out of following options.

Option1:MSME(Manufacturing)Enterpriseconsumer.

Or

Option2:OtherthanMSME(Manufacturing)Enterprise.

Or

Option3:SolarProjectsetupforRPOCompliance[shallbeapplicabletoObligatedEntity]

[Note: MSME(Manufacturing)EnterprisedesirestoavailbenefitsofthePolicy,mayoptfortheOption1and shall have to confirm MSME status on annual basis along with supporting documents]

NOW THEREFORE IN CONSIDERATION OF THE PREMISES CONVENANTS AND CONDITIONS THE PARIES 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	Shallmeantheapplicationformregisteredbythe PowerProducerwith GEDA for seeking approval to set up the Solar Photovoltaic plant.
Commissioning Date	WithrespecttotheSPGshallmeanthedateonwhichtheSolar PhotovoltaicGRIDInteractivepowerplantisavailableforcommercial operation(CertifiedbyGEDA)
CERC	CentralElectricityRegulatoryCommission
Distribution System	Shallmeanthesystemofwiresandassociatedfacilitiesfrominterface from interface point of DISCOMnetwork with GETCO System i.e from point of Interconnection to the Installation of Recipient unit/s
DeliveryPoint	Means the point of delivery at the receiving end the STU substation / 11KV system of DISCOM
Energy	ShallmeantheEnergyGeneratedbythePowerProduceratitsSolar Power Generation Project and injected at GETCO sub-station on 15 minutes time block basis.
GETCOGrid System	Shall mean transmission facility provided by Gujarat Energy TransmissionCorporationLtd.(GETCO)totransmitpowerfrom deliverypointtointerfacebetweentransmissionandDistributionSystem.
GEDA	Gujarat Energy Development Agency acting as nodal agency for the implementation of the Policy.
GERC	GujaratElectricityRegulatoryCommission
Policy	GujaratSolarPolicy–2021anditsamendment.

RecipientUnit	Existingconsumer(s)ofDISCOMinwhoseelectricitybillwheeled energy is to be settled and as per details incorporated in Appendix-II
REC mechanism	RenewableEnergyCertification(REC)mechanismasperCentral Electricity Regulatory Commission (Terms and conditions for recognitionandissuanceofrenewableenergycertificateforRenewable EnergyGeneration)Regulations2010andamendedfromtimetotime
SPG	Shall means theSolar Power GenerationProject/plantfacility installed andownedbyPowerProducerasperthe Policyandasperthedetails incorporatedinAppendix-I
STU	MeansStateTransmissionUtility(GETCO)
MSME	MicroSmallandMediumEnterprises–Manufacturing(MSME– Manufacturing Enterprises Development) as per MSME Act 2006
Schedule Commercial operationalDate (SCOD)	Means_DD_/_MM_/20YY
Year	Shallmeanthefinancialyearcoveredbetweenfrom1 st Aprilinanyyear to 31 st March of the immediate next year.

2.0 EligibilityPeriod:

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 powerforthirdparty sale,moreparticularlydescribedunderthisagreement,Subjectto consumer acknowledges and agrees to abide by applicable Hon'ble GERC regulations / orders/ decision from time to time

MaximumallowableCapacityofSolar

The Solar capacity restriction shall not be applicable as per The Gujarat Renewable EnergyPolicy- 2023 and GERC order dated 11.06.2021.

3.0 TransmissionandWheelingCharges:

The PowerProducer isdesirousof wheeling the energygenerated fromSPG to place of consumption / establishment of Power Purchaser 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.

TransmissionChargesandLosses:

The wheeling of generated solar electricity within the state shall be allowed on paymentof Transmission Chargesand Transmission lossesotherwiseapplicableto normal Open Access Consumers as per GERC Open Access Regulations.

WheelingChargesand Losses:

The wheeling of generated solar electricity within the state shall be allowedon paymentof wheelingChargesandLossesasapplicabletonormalOpenAccess Consumers as per GERC Open Access Regulations.

Wheelingattwoormorelocations:

In case, the power producer desires to wheel the electricity to more than one location,thesameshallbeallowedonpaymentof5Paiseperunitonenergyfed 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.

4.0 Banking Charge: Banking Charges shall be applicable as under.

a) For MSME consumers and other than demand based consumers:

Rs 1.10/ unit on solar energy consumed

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

Rs 1.50/ unit on solar energy consumed

c) Solar Project setup 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 surplus solar unit on which Surplus Injection Compensation is paid by DISCOM.

5.0 Cross Subsidy Surcharge and Additional Surcharge:

Cross subsidy surcharge and additional surcharge shall be applicable similar to normal open access consumers as determined by GERC from time to time.

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 Power Purchaser to DISCOM in addition to the above charges.

Further, if Regulatory Commission imposes any new charges/surcharges etc, the same shall be paid by Power Producer / Power Purchaser 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 the Power Producer 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):

Theset-offofwheeledsolarenergyshallbegivenonbillingcyclebasis.

(2) LTdemand-basedconsumers:

Theset-offofwheeledsolarenergyshallbegivenbetween07.00hoursto 18.00hoursbasisofthesamebillingcycle.

(3) HT/EHVconsumers:

Theset-offofwheeledsolarenergyshallbegivenbetween07.00hoursto 18.00hoursbasisofthesame day.

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

b. SurplusInjectionCompensation(SIC):

Anysurplusenergynotconsumedasperenergyaccountingshallbecompensated by DISCOM at75% 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 Marchasthecase maybe,fromthecommercialoperationdate(COD) of the project. The same shall remain fixed for the entire term of the agreement.

c. RPOCredit:

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

TheentiregeneratedsolarenergyfromSPGshallbecreditedtowards meeting the DISCOM's RPO.

ii. SolarProjectsetupforRPOCompliance:

The surplus solar energy purchased by Distribution Companyfrom Power Purchaser shall be considered for fulfilling RPO of Distribution Company

10.0 ForecastingandScheduling:

ForecastingandSchedulingofenergyforday-to-dayoperationsshallbegovernedby GERC Regulations and its amendments issued from time to time.

11.0 AnnualConfirmationofMSMEStatus

Incase,theAgreementissignedunderMSMEcategory,theconsumerhastoconfirm its MSME status with DISCOM every year latest by 30th September along with supportingdocuments.Incase,consumerfailstoconfirmtheMSMEStatuswithinthe 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,whicheverisearlier. Intheeventoffailure to confirmthe MSME statuson 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 ModeofPaymentofOpenAccessCharges:

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 Third Party Sale 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 or 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 GVCL	In respect of POWER PRODUCER	In respect of POWER PURCHASER
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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	FOR AND ON BELHALF OF POWER PURCHASER
_____ Authorized signatory	_____ Authorized signatory	_____ Authorized signatory

Witnesses 1. _____ —(_____ —)	Witnesses 1. _____ —(_____ —)	Witnesses 1. _____ —(_____ —)
Witnesses 2. _____ —(_____ —)	Witnesses 2. _____ —(_____ —)	Witnesses 2. _____ —(_____ —)

APPENDIX-1

Details of location of solar Power Generator, its specification, name placed 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 and 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)	