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**(On Stamp Paper of  
Rs.300/-)**

**Inter connection Agreement (Provisional) between Distribution Licensees and solar  
PV project owner**

**Inter Connection agreement for Captive use  
[for Residential consumer other than SURYA  
GUJARAT scheme]**

This provisional Agreement is made and entered into at (location)\_\_\_\_\_ on this (date)\_\_\_\_\_ day of (month)\_\_\_\_\_(year)\_\_\_\_\_ between the Consumer, by the name of\_\_\_\_\_ Consumer Number\_\_\_\_\_ having premises at (address)\_\_\_\_\_(hereinafter referred to as "Consumer" which expression shall include its permitted assigns and successors) as first party

**AND**

Uttar Gujarat Vij Company Limited, a Company registered under the Companies Act 1956/2013 and functioning as the "Distribution Company" or "DISCOM" under the Electricity Act 2003 having its Head Office at, Visnagar Road, Mehsana- 384001 (hereinafter referred to as "UGVCL" or "Distribution Licensee" or "DISCOM" which expression shall include its permitted assigns and successors) a Party of the Second Part.

**AND WHEREAS**

The solar project of 'M/s.\_\_\_\_\_' has been registered by the Gujarat Energy Development Agency (i.e. GEDA) vide letter No..... dtd.\_\_\_\_ to set up Photovoltaic (PV) based Solar Power Generating Plant (SPG) of ..... KW (DC) capacity at his/her/its premises in legal possession including any rooftop or terrace at

\_\_\_\_\_ connected with UGVCL's grid at Voltage level for his/her/its own use within the same premises and commissioned during the operative period of Gujarat Solar Power Policy - 2021 under Residential category (Other than SURYA GUJARAT scheme-Non-subsidy).

Consumer No. \_\_\_\_\_.

**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 (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations, 2016, is the subject matter of pending petition filed by GUVNL before GERC.

**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, UGVCL has agreed to sign this agreement with Consumer in terms of provisions of Solar Power Policy-2021 on provisional basis as an interim arrangement subject to change as per further directive / decision of GERC.

**AND WHEREAS**

The Distribution Licensee agrees to provide grid connectivity to the Consumer and injection of the electricity generated from his Solar PV System of capacity KW

(DC) into the power system of Distribution Licensee as per conditions of this agreement and in compliance with the applicable Policy / rules/ Regulations/ Codes (as amended from time to time) by the Consumer which includes-

1. Government of Gujarat Solar Power Policy 2021
2. Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
3. Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time
4. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006.
5. Gujarat Electricity Regulatory Commission (Electricity Supply Code & Related Matters) Regulations, 2015,
6. Gujarat Electricity Regulatory Commission Distribution Code, 2004 and amendments thereto,
7. Instruction, Directions and Circulars issued by Chief Electrical Inspector from time to time.
8. CEA (Technical Standards for connectivity of the Distributed Generation) Regulations, 2013 as amended from time to time.
9. Gujarat Electricity Regulatory Commission (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations, 2016 as amended from time to time.

Both the parties hereby agree as follows:

### **1. Eligibility**

Consumer shall own the Solar PV System set up on its own premises or premises in his legal possession.

Consumer needs to consume electricity in the same premises where Solar PV System is set up.

Consumer has to meet the standards and conditions as specified in Gujarat Electricity Regulatory Commission Regulations and Central Electricity Authority Regulations and provisions of Government of Gujarat's Solar Power Policy 2021 for being integrated into grid/distribution system.

## **2. Technical and Interconnection Requirements**

Consumer agrees that his Solar PV System and Metering System will conform to the standards and requirements specified in the Policy, Regulations and Supply Code as amended from time to time.

Consumer agrees that metering system(s) shall be installed at Solar PV System for recording the solar generation.

Consumer agrees that he has installed or will install, prior to connection of Solar Photovoltaic System to Distribution Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.

Consumer agrees that in case of a power outage on Discom's system, Solar photovoltaic system will disconnect/isolate automatically and his plant will not inject power into Licensee's distribution system.

All the equipments connected to the distribution system shall be compliant with relevant International (IEEE/IEC) or Indian Standards (BIS) and installations of electrical equipments must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 as amended from time to time.

Consumer agrees that licensee will specify the interface/inter connection point and metering point.

Consumer and licensee agree to comply with the relevant CEA Regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.

In order to fulfill Distribution Licensee's obligation to maintain a safe and reliable

distribution system, Consumer agrees that if it is determined by the Distribution Licensee that Consumer's Solar Photovoltaic System either causes damage to and/or produces adverse effects affecting other consumers or Distribution Licensee's assets, Consumer will have to disconnect Solar Photovoltaic System immediately from the distribution system upon direction from the Distribution Licensee and correct the problem to the satisfaction of distribution licensee at his own expense prior to reconnection.

The consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departmental/non-departmental) that may occur due to back feeding from the Solar Photovoltaic System when the grid supply is off if so decided by CEI. The distribution licensee reserves the right to disconnect the consumer's installation at any time in the event of such exigencies to prevent accident or damage to man and material.

### **3. Clearances and Approvals**

- 3.1 The Consumer shall obtain all the necessary statutory approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

### **4. Access and Disconnection**

Distribution Licensee shall have access to metering equipment and disconnecting means of the Solar Photovoltaic System, both automatic and manual, at all times.

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

### **5. Liabilities**

Consumer shall indemnify Distribution Licensee for damages or adverse effects from his negligence or intentional misconduct in the connection and operation of Solar Photovoltaic System.

Distribution Licensee shall not be liable for delivery or realization by the Consumer of any fiscal or other incentive provided by the Central/State Government.

Distribution Licensee may consider the quantum of electricity generation from the Solar PV System owned and operated by (i) MSME (Manufacturing) Enterprise, (ii) Other than MSME (Manufacturing) Enterprise, (iii) surplus energy purchased by Distribution Licensees from the Solar project set up for RPO compliance (not under REC Mechanism), towards RPO compliance.

#### **6. Metering:**

Company shall install the meter and metering equipments as per specification given by GETCO /UGVCL for Generation meter and consumer meter. Metering arrangement shall be as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

#### **7. Commercial Settlement**

The commercial settlement will be as follows:

The energy set-off shall be allowed on billing cycle basis. That means, the generated solar energy during a billing cycle shall be consumed by the consumer during the same billing cycle. In case of net import of energy by the consumer from grid, the energy consumed from Distribution Licensee during the same billing cycle shall be billed as per applicable tariff to respective category of consumers as approved by the Commission from time to time. The energy generated by Solar PV System shall be set off against units consumed (not against load/demand) and consumer shall pay demand charges, other charges, penalty etc. as applicable to the respective category of consumers.

In case of net export of solar energy by consumer in the grid during the billing cycle, it shall be considered as surplus injection by consumer and same shall be compensated by DISCOM as per the rate mentioned in this agreement.

**8. The rate for Surplus Injection Compensation (SIC):** Any surplus energy not consumed as per energy accounting shall be compensated by DISCOM at following rate towards Surplus Injection Compensation of **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.**

**9. Banking Charge**

Banking charge shall **not be applicable** in case of Solar Project for Residential consumer.

**10. Electricity Duty:**

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

**11. Connection Costs:**

The Consumer shall bear all costs related to setting up of Solar Photovoltaic System including metering and inter-connection. The Consumer agrees to pay the actual cost of modifications and upgrades to the service line, cost of up gradation of transformer to connect photovoltaic system to the grid in case it is required.

**12. Inspection, Test, Calibration and Maintenance prior to connection**

Before connecting, Consumer shall complete all inspections and tests finalized in consultation with UGVCL and if required Gujarat Energy Transmission Corporation Limited (GETCO) to which his equipment is connected. Consumer shall make

available to UGVCL all drawings, specifications and test records of the project or generating station as the case may be.

### **13. Records:**

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Solar PV System.

### **14. Dispute Resolution:**

All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith.

In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days or mutually extended period, after such dispute arises, then for

(a) any dispute in billing pertaining to energy injection and billing amount, it would be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman.

(b) any other issues pertaining to the Regulations and its interpretation; it shall be decided by the Gujarat Electricity Regulatory Commission following appropriate prescribed procedure.

### **15. Termination**

The Consumer can terminate agreement at any time by giving Distribution Licensee 90 days prior notice.

Distribution Licensee has the right to terminate Agreement with 30 days prior written notice, if Consumer commits breach of any of the terms of this Agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach.



