

(On stamp paper of Rs.300/-)

Solar Wheeling Agreement for Third party sale

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

BETWEEN

_____ 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 first part;

AND

M/s _____, is a company incorporated under the Companies Act 1956 having its registered office at _____ (hereinafter referred to individually, as “**POWER PRODUCER**”) which expression 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**” which expression 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 registered by the Gujarat Energy Development Agency (GEDA) vide letter no. _____ dated _____ to setup _____ MW Ground Mounted Solar Power Project at Revenue Survey No. _____ Village: _____ Taluka: _____ and District: _____ and injecting power at _____ KV opting to sell solar power to third party under Open Access arrangement and set up under Gujarat Solar Policy – 2015, Gujarat Electricity Regulatory Commission’s Order No-3 of 2020 (In the matter of Determination of Tariff for Procurement of power by Distribution Licensees and Other from Solar Energy Projects, tariff framework for procurement of power by distribution licensee and other from solar energy projects and other commercial issues for the State Gujarat), 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

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	Eligibility 50% of Contract Demand	Tariff Category	Voltage level at drawl point

AND WHEREAS

Power Purchaser’s recipient unit located at _____, does not qualify as Micro, Small & Medium (Manufacturing) Enterprises under the MSMED Act, 2006 OR the Power Purchaser who qualifies as Micro, Small & Medium (Manufacturing) Enterprises under the MSMED Act, 2006 having registration no. (UAN No.) _____ does not desire to avail special dispensation available under Government Policy and GERC Order and accordingly desires to wheel solar energy within 50% of contracted demand under third party sale arrangement.

AND WHEREAS

Power Purchaser desires to wheel energy, at its recipient unit from solar project of Power producer as third party purchase with option-___ from following:

- Option 1: power Purchaser does not intend to utilize renewable attributed of the generated solar energy towards its RPO and allow DISCOM to utilize Renewable attributes of wheeled energy.

Or

- Option 2: Power Purchaser intends to utilize Renewable attributed of solar energy consumption towards its RPO as Obligated Entity.

Or

- Option 3: Power Producer intends to register the SPG under REC (renewable energy certificate) mechanism under CERC (Terms and conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations 2010 and amendment from time to time and the power purchaser intends to purchase physical component of power as a third party.

AND WHEREAS

Power producer and power Purchaser hereby decide to wheel the energy generated at the SPG to the recipient unit of Power Purchaser 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 Purchaser in accordance with the Government of Gujarat's Solar Policy – 2015 (Solar Policy), Gujarat Electricity Regulatory Commission (GERC)'s Order No 3 of 2020 (*"In the matter of Determination of Tariff for Procurement of Power by Distribution Licensees and Other from Solar Energy Projects for the State of Gujarat."*), GERC Open Access Regulations, 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 Prouder/Power Purchaser with GEDA and as per the terms and conditions of this agreement.

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.

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 – 2015 and its amendment.
Recipient Unit	Existing HT 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
MSME	Medium, small & Micro industry qualified under the MSME Act, 2006
Schedule Commercial operational Date (SCOD)	Means _DD_/_MM_/20YY
Year	Shall mean the financial year covered between 1 st April in any year to 31 st 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 third party sale, more particularly described under this agreement.

3.0 Maximum allowable Capacity of Solar

As per policy, the maximum allowable capacity for unit (other than MSME- manufacturing enterprise opting for solar capacity more than 50% of the contract demand / Sanction load) for wheeling of solar power is 50% of the contract demand/ Sanctioned load. Hence, the consumer (other than MSME- manufacturing enterprise opting for solar capacity more than 50% of the contract demand / Sanction load), shall ensure that at all the time, contract demand/ sanctioned load shall be double of the capacity of SPG.

4.0 Transmission and Wheeling Charges:

The Power Producer and Power Purchaser are desirous of wheeling the energy generated from SPG of Power Producer to the consuming unit of Power Purchaser under Third Party sale arrangement as mentioned under the recital of this Agreement. Further, the Power Producer and Power Purchaser have selected the Option _____ for making it operative 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.

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.

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 Electricity Duty:

Applicability of Electricity Duty shall be governed as per the Gujarat Electricity Duty Act, 1958.

6.0 Cross Subsidy Surcharge and Additional Surcharge:

- i. For the Solar Power Project not registered under REC Mechanism with sale of power to third party within the State, 50% of Cross-Subsidy Surcharge and Additional Surcharge as applicable to normal Open-Access Consumer shall be applicable.
- ii. For the Solar Power Projects set up by MSME (Manufacturing) Enterprise above 50% of its contracted demand, 100% of Cross-Subsidy Surcharge and Additional Surcharge as applicable to normal Open-Access Consumers shall be applicable
- iii. For the Solar Power Project registered under REC Mechanism with sale of power to third party (including sale of power under NSM) within the State, 100% of Cross-Subsidy Surcharge and Additional Surcharge as applicable to normal Open-Access Consumers shall be applicable.

7.0 Time of Usage Charges:

Time of use charges shall be applicable for consumption during peak hours as per the relevant tariff order of GERC.

8.0 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 _GVCL in addition to the above charges.

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

9.0 Metering:

Power Producer and Power Purchaser shall install the ABT compliant meter at generating point 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.

10.0 Energy Accounting, Treatment of surplus energy 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:

***Option – 1: Solar Power Projects not registered under REC Mechanism and the consumer does not take benefit of the renewable attribute.**

a. Energy Accounting:

Adjustment of the solar energy generation shall be allowed within the consumer's billing cycle and in case.

Power purchase-MSME (Manufacturing) Enterprise is availing Solar Power above 50% of its contracted demand, energy account settlement shall be carried out on 15 minute time block basis.

b. Surplus Injection Compensation (SIC):

Any surplus energy not consumed as per energy accounting by Power Purchaser shall be compensated by DISCOM at rate of Rs. 1.75 per unit.

c. RPO Credit:

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

***Option – 2: Solar Power Projects not registered under REC Mechanism and the consumer takes the benefit of the renewable attribute to meet their own RPO.**

a. Energy Accounting:

The energy accounting shall be carried out on 15 minutes time block basis.

b. Surplus Injection Compensation (SIC):

Any surplus energy not consumed by Power Purchaser on 15 minute time block basis shall be compensated by DISCOM at rate of Rs. 1.75 per unit.

c. RPO Credit:

Surplus energy compensated by the DISCOM shall be utilized for meeting the RPO of that DISCOM.

***Option – 3: Solar Power Projects registered under REC Mechanism.**

a. Energy Accounting:

The energy accounting shall be carried out on 15 minutes time block basis.

b. Surplus Injection Compensation (SIC):

Any surplus energy not consumed by Power Purchaser on 15 minute time block basis shall be compensated by DISCOM at rate of Rs. 1.50 per unit.

c. RPO Credit:

Solar energy generated shall be eligible for REC.

(retain applicable provision and strike out others)*

11.0 Mode of Payment of Open Access Charges

DISCOM shall bill and recover open access charges, Cross Subsidy Surcharge, Additional Surcharges 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.

12.0 Forecasting, Scheduling, Deviation Settlement:

Forecasting, Scheduling, Deviation Settlement shall be applicable in accordance with the provisions of GERC (Forecasting, Scheduling, Deviation Settlement and Related matters of Solar and Wind Generation Sources) Regulations, 2019 as amended from time to time.

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 parties. 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:

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

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

14.3 Each party shall designated 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.

14.4 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.

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 __GVCL	In respect of POWER PRODUCER	In respect of POWER PURCHASER

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. _____ (_____)
2. _____	2. _____	2. _____

(_____)	(_____)	(_____)
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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)	