

(4)

(On Stamp Paper of Rs.300/-)

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

**Inter Connection agreement for Third Party Sale
[For generation and consumption at same location]**

This provisional Agreement is made and entered into at (location) _____ on this (date) _____ day of (month) _____ (year) _____

BETWEEN

_____ Gujarat Vij Company Limited, a Company registered under the Companies Act 1956 and functioning as the "Distribution Company" or "DISCOM" under the Electricity Act 2003 having its Head Office at, _____ (hereinafter referred to as "_GVCL" or "Distribution Licensee" or "DISCOM" which expression shall include its permitted assigns and successors) a 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 PRODUCER") which expression shall unless repugnant to the context or meaning thereof includes its successor and assigns as party of the Second Part;

AND

The Consumer, by the name of _____ Consumer Number _____ having premises at (address) _____ (hereinafter referred to as "Consumer" or "Power Purchaser" which expression shall include its

permitted assigns and successors) as party of the Third 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 under **Third Party Sale** at Consumer’s premises [Name of Consumer], which in his legal possession including any rooftop or terrace, at _____ connected with _GVCL’s grid at ____ Voltage level for use within the same premises under Gujarat Solar Power Policy - 2021 under as per the option selected by Third Party consumer:

Option 1: MSME (Manufacturing) Enterprise.

Or

Option 2: Other than MSME (Manufacturing) Enterprise.

Or

Option 3: Solar Project set up for RPO Compliance [applicable only for Obligated Entity]

[Note: The eligible MSME (Manufacturing) Enterprise desiring to avail benefits of the Policy, may opt for the Option1 upon submission of documentary proof and shall have to confirm MSME status on annual basis along with supporting documents]

* [Not applicable Options are to be strike out]

Power Purchaser’s 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 31st 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 pending in terms of Hon'ble GERC order dated 11.06.2021.

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 Power Producer and Power Purchaser 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

The Distribution Licensee agrees to provide grid connectivity to Power project for injection of the electricity generated from Power Producer's Solar PV System of capacity ____ KW (DC) into the power system of Distribution Licensee and as per conditions of this agreement and in compliance with the applicable Policy / rules/ Regulations/ Codes (as amended from time to time) by the Power Producer and the Power Purchaser 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.

All the parties hereby agree as follows:

1. Eligibility

- 1.1 The Power Producer shall own the Solar PV System set up on Power Purchaser's premises or premises in legal possession of power purchaser.
- 1.2 The generated solar power shall be consumed by Consumer / Power Purchaser in the same premises where Solar PV System is set up by Power Producer.
- 1.3 The Power Producer and the Power Purchaser have 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

- 2.1 The Power Producer and Power Purchaser agree that 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.
- 2.2 The Power Producer and Power Purchaser agree that metering system shall be installed at Solar PV System for recording the solar generation on 15 minute time block basis.
- 2.3 The Power Producer and Power Purchaser agree that Solar PV System has been installed or will be installed, 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.

- 2.4 The Power Producer and Power Purchaser agree that in case of a power outage on Discom's system, Solar photovoltaic system will be disconnected/isolated automatically and the plant will not inject power into Licensee's distribution system.
- 2.5 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.
- 2.6 The Power Producer and Power Purchaser agree that licensee will specify the interface/inter connection point and metering point.
- 2.7 The Power Producer, Power Purchaser 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.
- 2.8 In order to fulfill Distribution Licensee's obligation to maintain a safe and reliable distribution system, the Power Producer and Power Purchaser agree that if it is determined by the Distribution Licensee that the Solar Photovoltaic System either causes damage to and/or produces adverse effects affecting other consumers or Distribution Licensee's assets, the solar PV system will have to be disconnected immediately from the distribution system upon direction from the Distribution Licensee and correct the problem to the satisfaction of distribution licensee at own of expense of Power Producer prior to reconnection.
- 2.9 The Power Producer and Power Purchaser 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 Power Producer and the Power Purchaser 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

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

4.2 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

5.1 The Power Producer and the Power Purchaser shall indemnify Distribution Licensee for damages or adverse effects from their negligence or intentional misconduct in the connection and operation of Solar Photovoltaic System.

5.2 Distribution Licensee shall not be liable for delivery or realization by the Power Producer and the Power Purchaser of any fiscal or other incentive provided by the Central/State Government.

5.3 Distribution Licensee may consider the quantum of electricity generation from the Power Producer's Solar PV System and (i) consumed by MSME (Manufacturing) Enterprise, (ii) consumed by 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:

The meter and metering equipment's shall be installed as per specification given

by GETCO /_GVCL for Generation meter(s) 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:

- i. **In case of HV/EHV consumers:** The solar energy set-off shall be allowed between 07.00 hours to 18.00 hours of the same day basis. That means, the injected solar energy in the grid shall be set off against consumption of HT or EHV consumer during 07.00 hours to 18.00 hours on the same day basis.

In case of net import of energy by the consumer from grid during 07.00 hours to 18.00 hours of same day, it 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 other consumers of respective category.

In case of net export of solar energy in the grid during 07.00 hours to 18.00 hours on the same day basis, it shall be considered as surplus injection by consumer and same shall be compensated by DISCOM as per the rate mentioned in this agreement.

- ii. **LT demand-based consumers:** The set-off of solar energy shall be allowed between 07.00 hours to 18.00 hours of the same billing cycle basis. That means, the injected solar energy in the grid during a billing cycle shall be set off against consumption of consumer during 07.00 hours to 18.00 hours of the same billing cycle.

After giving set off of solar energy in terms of above, in case of net import of

energy by the consumer from grid during 07.00 hours to 18.00 hours of billing cycle, it 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, ~~peak charges~~, other charges, penalty etc. as applicable to other consumers of respective category.

In case of net export of solar energy in the grid during 07.00 hours to 18.00 hours of billing cycle, it shall be considered as surplus injection and same shall be compensated by DISCOM as per the rate mentioned in this agreement.

- iii. **LT Other than demand-based consumers:** The solar 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 in the grid during the billing cycle, it shall be considered as surplus injection and same shall be compensated by DISCOM as per the rate mentioned in this agreement.

- iv. **Solar Project set up for RPO Compliance:** The energy set-off shall be allowed on 15 minutes time block basis. That means, the injected solar energy in the grid during a 15 minute time block shall be set off against the consumption of the consumer during the same 15 minute time block.

In case of net import of energy by the consumer from grid on 15 minute time block basis, 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 in the grid on 15 minute time block basis, it shall be considered as surplus injection 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 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. The same shall remain fixed for the entire term of the agreement.

9. Banking Charge:

- i. **In case of MSME Manufacturing Enterprises and other than Demand Based Consumers** - Banking charge of Rs. 1.10 /Unit on solar energy consumed by consumer.
- ii. **In other cases** - Banking charge of Rs. 1.50 /Unit on solar energy consumed by consumer.

Provided that Banking charge shall **not be applicable** in case of Solar Project for Residential building, Government Building and Solar project set up for compliance of RPO.

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 units on which Surplus Injection Compensation is paid by DISCOM.

10. Cross Subsidy Surcharge and Additional Surcharge:

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

11. 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. Electricity Duty:

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

13. Connection Costs

The Power Producer and the Power Purchaser shall bear all costs related to setting up of Solar Photovoltaic System including metering and inter-connection. The Power Producer and the Power Purchaser 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.

14. Inspection, Test, Calibration and Maintenance prior to connection

Before connecting, Power Producer shall complete all inspections and tests finalized in consultation with the (Name of the Distribution license) and if required Gujarat Energy Transmission Corporation Limited (GETCO) to which his equipment is connected. Power Producer shall make available to _GVCL all drawings, specifications and test records of the project or generating station as the case may be.

15. 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.

16. Dispute Resolution:

16.1 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.

16.2 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.

17. Termination

17.1 The Power Producer and the Power Purchaser, with mutual consent, can terminate agreement at any time by giving Distribution Licensee 90 days prior notice.

17.2 Distribution Licensee has the right to terminate Agreement with 30 days prior written notice, if Power Producer and/or the Power Purchaser 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.

17.3 Power Producer and the Power Purchaser shall upon termination of this Agreement, disconnect the Solar Photovoltaic System from Distribution Licensee’s distribution system within one week to the satisfaction of Distribution Licensee.

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 GERC

Communication:

The names of the officials and their addresses, for the 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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be

executed by their authorized officers, and copies delivered to each Party, as of the day and year herein above stated.

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