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(To be taken On Stamp paper/Frinking of Rs.300)

Industrial, Commercial and other consumers

Provisional Inter connection Agreement between Distribution Licensees and solar roof top PV project owner.

Provisional Net Metering Inter Connection agreement for

Captive Use/Third Party Sale/RPO Compliance

This Provisional Agreement is made and entered into at (location)_____

Service No:-_____on this date _____ day of _____ month _____ year

between the Consumer by the name of _____

having premises at (address) _____

_____as first party

AND

Torrent Power Limited, Company registered under the Companies Act 1956 and functioning as the "Distribution Licensee" under the Electricity Act 2003 having its Head Office at, Samanvay", 600 Tapovan, Ambawadi, Ahmedabad- 380015(hereinafter referred to as TPL or Distribution Licensee which expression shall include its permitted assigns and successors) a Party of the Second Part.

AND, WHEREAS _____(name of the consumer) desires to set-up such Solar Photovoltaic Rooftop System of _____kW at _____

_____ Service No. _____connected with TPL's grid at_Voltage level for his/her/its own use within the same premises.

WHEREAS the Gujarat Energy Development Agency (GEDA) through letter dated_ has registered for developing and setting up_____kW own Rooftop Solar PV System for his/her/its own use under Gujarat Solar Power Policy – 2021 at his/her/its premises in legal possession including rooftop or terrace.

And whereas, the Distribution Licensee agrees to provide grid connectivity to the Consumer for injection of the electricity generated from his Rooftop Solar PV System of capacity_____kilowatts (kW) 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 Consumer which includes-

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1. Government of Gujarat Solar Power Policy 2021
2. Ministry of Power’s Electricity (Rights of Consumers) Rules, 2020
3. Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
4. Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time
5. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006.
6. Gujarat Electricity Regulatory Commission (Electricity Supply Code & Related Matters) Regulations, 2015,
7. Gujarat Electricity Regulatory Commission Distribution Code, 2004 and amendments thereto,
8. Instruction, Directions and Circulars issued by Chief Electrical Inspector from time to time.
9. CEA (Technical Standards for connectivity of the Distributed Generation) Regulations, 2013 as amended from time to time.
10. Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems – in terms of GERC Notification no 5/2016

Both the parties hereby agree as follows:

1.1 Eligibility

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

- 1.3 Consumer needs to consume electricity in the same premises where Rooftop Solar PV System is set up.
- 1.4 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

- 2.1 Consumer agrees that his Rooftop Solar PV System and Net 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 Consumer agrees that metering system(s) shall be installed at Solar PV System for recording the solar generation.
- 2.3 Consumer agrees that he has installed or will install, prior to connection of Rooftop 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.

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- 2.4 Consumer agrees that in case of non-availability of grid, Rooftop Solar Photovoltaic System will disconnect/isolate automatically and his plant will not inject power into the Licensee’s distribution system.
- 2.5 All the equipment connected to the distribution system shall be compliant with relevant International (IEEE/IEC) or Indian Standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 as amended from time to time.
- 2.6 Consumer agrees that licensee will specify the interface/inter connection point and metering point.
- 2.7 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.
- 2.8 In order to fulfil 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 Rooftop 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 Rooftop 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.
- 2.9 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 Rooftop Solar plant 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

- 4.1 Distribution Licensee shall have access to metering equipment and disconnecting means of the Rooftop 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 Consumer shall indemnify Distribution Licensee for damages or adverse effects from his negligence or intentional misconduct in the connection and operation of Rooftop Solar Photovoltaic System.

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- 5.2 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.
- 5.3 Distribution Licensee may consider the quantum of electricity generation from the Rooftop Solar PV System owned and operated by (i) MSME (Manufacturing) Enterprise, (ii) Other than MSME (Manufacturing) Enterprise, and (iii) surplus energy purchased by Distribution Licensees from the Rooftop Solar project which are not under REC Mechanism under net metering arrangement towards RPO compliance.

6. Metering:

- 6.1 Consumer shall install the meter and metering equipment's as per specification given by TPL 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

All the commercial settlements under this agreement shall be as per Notification no. 5 of 2016 Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems and any subsequent amendments in this regard. The commercial settlement will be as follows:

7.1 Energy Accounting:

A) Projects under Captive Use / under third party sale:

- 1) 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 generated solar energy during the day shall be consumed by HT or EHV consumer during 07.00 hours to 18.00 hours on the same day.
- 2) 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 generated solar energy during 7:00 Hrs. to 18:00 Hrs a billing cycle shall be consumed by the consumer during the specified period of 7:00 to 18:00 in the same billing cycle.
- 3) LT, Other than demand-based consumers: 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.

B) Solar Project set up for RPO Compliance/under REC Mechanism: 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.

- 7.2 Excess drawl by consumer from the grid, if any, after giving set off shall be charged by distribution licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.

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7.3 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:

A) In case of MSME Manufacturing Enterprises projects under captive use –

At 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. The same shall remain fixed for the entire term of the agreement.

B) In cases other than MSME manufacturing under captive use / in case of Third-Party Sale/Projects for RPO Compliance –

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.

C) In case of projects set up under REC mechanism-

At 65% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process 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.

7.4 Banking Charges on consumed units for captive use /third party sale:

A) 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.

B) In case of Demand Based Consumers –

– 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 Government Building and Solar project set up for compliance of RPO.

8. Electricity Duty:

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

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9. Connection Costs

The Consumer shall bear all costs related to setting up of Rooftop 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.

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

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

11. 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 Rooftop Solar PV System.

12. Dispute Resolution:

- 12.1 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.
- 12.2 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.

13. Termination

- 13.1 The Consumer can terminate agreement at any time by giving Distribution Licensee 90 day's prior notice.
- 13.2 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.

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13.3 Consumer shall upon termination of this Agreement, disconnect the Rooftop 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 and GERC Order in petition no. 1936/2021, on provisional basis, as an interim arrangement subject to change as per further order / decision of GERC.

14. 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 Torrent Power Ltd Name: _____	In respect of the Consumer Name: _____
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*Authorized person by the distribution licensees ...

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 BEHALF OF Torrent Power _____ Authorized Signatory WITNESSES 1. Sign : _____ (Name : _____) 2. Sign : _____ (Name : _____)	FOR AND ON BEHALF OF The Project Owner _____ Authorized Signatory WITNESSES 1. Sign : _____ (Name : _____) 2. Sign : _____ (Name : _____)
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Bank Details:

1	Service No.	
2	Register Customer Name	
3	<u>Bank Details</u>	
	Account Type Saving / Current	
	Bank Account No.	
	Bank Account Holder Name	
	IFSC Code	
	MICR Code	
	Bank Name	
	Bank Branch	
	Bank Address	
4	Contact No. (Mobile no.)	
5	PAN No.	
6	Email ID	

Date:

Sign. of Register Customer

Attachment: 1. Cancelled Cheque
2. Copy of PAN Card