

Rs.300/- Non Judicial Stamp Paper – First Page

All other papers of Agreement will on green ledger papers legal size.

This Agreement has to be duly Notorised.

AGREEMENT

THIS BULK POWER TRANSMISSION AGREEMENT IS MADE AT VADODARA, THIS DAY _____ OF MONTH _____ OF THE YEAR TWO THOUSAND _____ .

BETWEEN

M/s. _____, a Company Registered under the Companies Act 1956 /2013 OR a Partnership Firm OR an individual, having its Registered Office at _____ (hereinafter called the Company), which expression includes its permissible assigns and successors, a Party of the first part

AND

"GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, a Government Company registered under the Companies Act 1956 and functioning as the "State Transmission Utility" under the Electricity Act 2003 having its Head Office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara, 390007 (hereinafter referred to as GETCO which expression shall include its permitted assigns and successors) a Party of the Second Part."

AND WHEREAS

The Gujarat Energy Development Agency (GEDA) vide letter No: **GEDA/** - _____ **Dated** _____ has permitted the Power Producer to set up Hybrid project of Wind/Solar Energy based Power Project of _____ **MW X** _____ **No. of WTG =** _____ **MW Wind Capacity and (Solar capacity) =** _____ **MW, Total Capacity** _____ **MW** on Revenue Survey No. _____ at location **Village:** _____, **of Taluka:** _____ **and District:** _____ in Gujarat to generate power and connect to 220/66 Kv _____ substation of GETCO under the provisions of the Gujarat Wind-Solar Hybrid Power Policy 2018 notified vide Government of Gujarat Notification No: SLR/11/2017/141/B1 dated.20-6-2018 and Hon'ble Commission's Order No. 04 of 2021 as amended from time to time.

AND WHEREAS

The Company hereby opts to wheel the energy generated at the Wind – Solar hybrid system to its own other manufacturing unit/s _____ having **Consumer no.** _____ **Share** _____ **% located in Village:** _____ **Taluka:** _____ **Dist:** _____ in the State of Gujarat with / without taking renewable attributes for its RPO and as per the terms and conditions specified under this Agreement

AND WHEREAS

GETCO is agreeable for transmission of the power in accordance with the GoG Policy 2018 and as per the terms and conditions contained in the Application Form filed by the Company with GEDA, approved by GEDA vide letter No and this Agreement and in concurrence with Government Wind–Solar Hybrid Power Policy 2018, GERC Order No. 4 of 2021 as amended from time to time.

AND WHEREAS

The Company has given self-certification and is entitled to installing Hybrid wind /Solar upto 50% of the sanctioned load of consumer with the DISCOM as on date of signing this Agreement i.e.....MW wind and MW solar respectively as per the GERC Order No. 4 of 2021. Therefore the total capacity of the Hybrid Wind and Solar proposed to be installed isMW for Consumer No of (DISCOM) as on date.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES COVENANTS AND CONDITIONS THE PARTIES HEREINTO HEREBY AGREE AS UNDER:

1.0 Definitions:

The words and phrases used in this Agreement are ascribed the same meaning as contained/described under the Policy, unless otherwise expressly defined.

Word/Phrase	Meaning
Agreement	Shall mean this Wheeling Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.
Application Form	Shall mean the application form registered by the Company with GEDA for seeking approval to set up the Wind – Solar Hybrid Farm.
Delivery Point	Shall be the point or points at which Electricity is delivered into the Grid System at GETCO substation
Energy	Shall mean the Energy generated by the Company at its Wind /Solar Hybrid location at any point of time.
GETCO Grid System	Shall mean the evacuation facility provided by GETCO to evacuate power generated at the Wind – Solar Hybrid Power.
GEDA	Stands for Gujarat Energy Development Agency acting as nodal agency for the implementation of the Wind-Solar Hybrid Power Policy 2018 Dtd 20-8-2018 .
Generating Point	Shall mean the location at which the Wind/Solar Generator is set up.
Interconnection Facilities	Shall mean in respect of the Generator all the facilities installed by the Wind/Solar generator Owner to enable GETCO to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the Project to GETCO's nearest sub-station.
Metering Point	For purposes of recording of Delivered Energy the metering point will be the Delivery Point and shall include two separate sets of ABT cum tariff meters, main and check meters to be installed by the Wind/Solar generator Owner both sealed by the GETCO in presence of the Wind/Solar generator Owner, having facilities to record both export and import of electricity plus reactive energy drawn from the grid.
Policy	Gujarat Wind-Solar Hybrid Power Policy 2018 notified vide Government of Gujarat Notification No: SLR/11/2017/141/B1 dated.20-6-2018 and its amendments.
"Scheduled COD" or "Scheduled Commercial Operation Date"	Meansday ofMonth.
Wind/Solar Farm	Shall mean the Wind/Solar Farm installed and owned by the Company as per the Policy and as per the details incorporated in Appendix 1.
Year	Shall mean the financial year covered between 1st April in any year to 31st March of the immediate next year.

2.0 Eligible Period:

The Eligible Period of the Agreement will be (.....) years from the date of commencement of operation by the Wind-Solar hybrid generator or the life span thereof, whichever is earlier, for the purpose of availing the benefits on account of Transmission/wheeling of power, as more particularly described under this Agreement.

3.0 CONSTRUCTION AND OPERATION

- 3.1** The Company shall complete the Construction of the project before the Scheduled date of Completion.
- 3.2** For the purposes of such completion of the Project, the Company shall take all necessary steps for obtaining Approvals.
- 3.3** The Company shall provide to the SLDC and Additional Chief Engineer (R&C), GETCO, information regarding Electricity generated during testing, commissioning, synchronization and startup.
- 3.4** Upon the occurrence of an Emergency in GETCO's evacuation system for safe operation of its Grid, GETCO reserves the right to shut down the line and has no obligation to evacuate the Electricity nor to pay any compensation during such period. The Company shall suitably back down their generation. GETCO will, however, make reasonable endeavors to remedy such Emergency, and bring back normalcy at the earliest.

4.0 Terms and Conditions for Transmission of Energy:

4.1 The Company is desirous for Transmission of Energy to the other unit/s of its ownership (captive use) as mentioned under the recital of this Agreement in accordance with the provisions of the GoG Policy and GERC Order No. 4 of 2021 as amended time to time. The Company has selected this option for making it operative during the entire Eligibility Period. The option once selected cannot be changed.

4.2 Transmission Charge:

- a. The Company will compensate GETCO for wheeling of power as follows:
 - i. The wheeling of electricity generated from the wind/Solar generators to the desired location(s) within the state shall be allowed on payment of Transmission Charges applicable to normal open Access consumers in accordance with the Policy and GERC order prevailing on the date of signing this Agreement and Transmission losses shall be on energy feed basis.

The Billing of Transmission charges shall be done on Monthly basis. GETCO will serve the bill to the Company as per the methodology prescribed by Commission for Transmission charges and Long Term Open Access (LTOA) in Transmission.

The terms related to DISCOM for all commercial energy accounting will be mentioned in the DISCOM Agreement

4.3 ESTABLISHMENT OF LC AND PAYMENT OF BILLS

- a. GETCO Corporate office, shall present bills/Invoice for Transmission Charges to all the Long Term Open Access customers on monthly basis for payment within 7 working days from the issue of bills which shall be called 'Due Date' for payment of bill. In event of any revision in State Energy Account issued by SLDC Gotri, GETCO shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.
- b. Payment of bills shall be made by Long Term Open Access user through irrevocable revolving Letter of Credit (LC) to be opened in the favor of "Gujarat Energy Transmission Corporation Limited". LC shall be established for amount equivalent to two months billing for the quantum ofMW, for which Long Term Open Access capacity approved.

The Long Term Open Access user will be communicated by GETCO an approximate amount of LC if required based on total approved transmission charges of GETCO and the ratio of capacity to be booked by the Long term open access customer on year to year basis so that Letter of Credit amount can be modified as per the GERC Tariff Order from time to time.

- c. Letter of Credit Shall be without any limitation or restriction with regard to the manner and dates on which the bill can be presented to the concerned banks by GETCO. The bills so presented by GETCO to the bank shall be promptly paid on their presentation. The amount of LC shall be reviewed by GETCO every quarter commencing from April, July, October and January in each financial year and the amount of LC shall be enhanced/reduced, as necessary. The LC charges shall be borne by the respective Long Term Open Access Users.
- d. All the Long Term Open Access users shall open a Letter of Credit on the date of signing of this Transmission Agreement.
- e. The transmission charges for the total state transmission system of GETCO shall be calculated on monthly basis and shall be leviable to each beneficiary as per the formula prescribed in the GERC Tariff Regulations /ARR and/or the GERC Notification No.3 of 2011 Dtd.1-6-2011 (Terms and Conditions of Intra State Open Access) regulations, 2011 as amended from time to time on capacity approved under the BPTA.
- f. The bills of GETCO shall be paid without any deductions.
- g. In case of Letter of Credit is not established upto the required full value immediately after any drawl or maintained by the Long Term Open Access user throughout the period of this LTOA, the same shall be considered as default the Open Access granted by GETCO and actions will be initiated for disconnection.

In case, any request for exit option or relinquishment of full or part capacity is received after signing of this agreement the same will be carried out as per the relevant clause of Open Access Regulations of the GERC till the expiry of the LTOA term and will be implemented only after payment of relinquishment charges.

All costs/expenses/charges associated with the application, including bank draft, bank guarantee, LC etc. shall be borne by the LTOA applicant

- h. Long term Transmission customer confirms that in addition to Transmission charges they shall also pay O & M charges for the dedicated transmission system of GETCO as mentioned above to be used for the open access for the Long term transmission customer.

4.4 Late payment surcharge:

In case the payment of bills of Transmission charges and O & M Charges by the beneficiary or beneficiaries is delayed beyond a period of 7 working days from the issue of the bill i.e Due Date, late payment surcharge at the rate of 1.25% per month on billed amount shall be levied on the amounts remained unpaid after the 'Due Date' in proportion to the number of days of delay after the 'Due Date'. The late payment surcharge amount shall also be payable with the next bill.

In case the Company fails to make payment of the amount due to them within 60 days of issue of Invoice the Long Term Open Access granted shall be discontinued by GETCO due to non-payment of Transmission charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of the Electricity Act 2003.

4.5 Transmission/wheeling/Sale of Energy:

GETCO shall transmit/wheel the energy with its principal energy supplier namely(DISCOM) for the respective month from the date of its generation and injection into the GETCO Grid. GETCO's point of injection shall be-S/S and shall transmit the energy to the boundary of(66 Kv last mile connectivity with DISCOM). For delivery of power from the boundary of DISCOM to the place of captive consumption will be dealt by DISCOM in their respective Agreement.

- 4.6 Default in Payment:** Non-payment of any charges or sum of money payable by the customer under this BPTA (Agreement) shall be liable for action under Section 142 of the Act in addition to action under Section 56 of the Act. The STU and the Distribution Licensee will discontinue Open Access given to the customer under this agreement with a notice of fifteen days without prejudice to its right to recover such charges by suit.

5. UNDERTAKINGS

5.1 Obligations of the Wind-Solar Hybrid Power Producer:

- (i) The Company shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those Approvals as listed in Schedule 1.
- (ii) The Company shall construct, operate and maintain the Project during the term of this Agreement at his cost and risk including the Interconnection Facilities and the Substation.
- (iii) The Company shall seek approval of GETCO in respect of Interconnection Facilities and the Sending Station.
- (iv) The Company shall undertake at its own cost construction/upgradation of (a) the Interconnection Facilities, (b) the transmission lines and (c) Sending end Station as per the specifications and requirements of GETCO, as notified to the Company.
- (v) The Company shall undertake at its own cost maintenance of the Interconnection Facilities and the Sending end Station, excluding the transmission line beyond the Sending end Station as per the specifications and requirements of GETCO, as notified to the Wind-Solar Hybrid Power Producer, in accordance with Prudent Utility Practices.
- (vi) The Company shall Operate and Maintain the Project in accordance with Prudent Utility Practices.
- (vii) The Company shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity

generated or consumed by the Project or by itself or on the income or assets owned by it.

- (viii) The Company agrees that for evacuation facility and Operation and maintenance of the transmission, the Company shall pay the O & M charges to GETCO as per the GERC Order 3 of 2007 as amended from time to time as per the Invoices raised by GETCO.
- (ix) Fulfilling all other obligations undertaken by him under this Agreement.
- (x) The Company cannot inject the power earlier to Date of signing of Agreement by GETCO from wind/Solar Hybrid generator.
- (xi) In case if the company injects power prior to the signing of Agreement the Units so generated and injected into the grid be considered as inadvertent flow and shall not be considered by GETCO/SLDC for wheeling /setoff at any of their recipient units or under REC mechanism.
- (xii) Appropriate mechanism shall be provided by the Power Producer for curtailment of generation in case of instruction from GETCO/ SLDC as per the provisions of Grid Code.

6. Pre-matured Termination:

This Agreement will be subject to pre-matured Termination by GETCO giving a written notice. The notice period for this purpose will be one month from the date of issue of the Notice. Non Payment of the Transmission charges/Reactive energy charges/O & M charges shall construe to termination of Agreement by GETCO. In case, party wants to prematurely terminate/relinquish the Transmission Agreement, the party shall give a Three months Notice to GETCO stating the reason for termination/relinquish for total or partial installed capacity and after the consent of GETCO, the Company shall pay the charges of compensation to GETCO as mentioned in the Exit Option in the Long Term Open Access Notification No 3 Dtd. 1-6-2011 of GERC.

7. Metering of Energy:

- 7.1 Energy generation from wind/Solar Hybrid capacity shall be measured separately at the pooling /sending end substation on 15 minutes' time block by installing ABT Complaint meters (Four quadrant) by the Company. Further, ABT compliant meters shall be installed on each wind turbine/solar project as per GERC Regulations.
- 7.2 For the purpose of commercial settlement and energy accounting, the metering point shall be at the receiving end substation of GETCO. The injection of energy from wind/solar capacity shall be worked out separately at the receiving end substation of GETCO on the basis of meter reading of common meter installed at receiving end substation apportioning appropriately as per the respective meter reading of wind and solar meters. Energy accounting will be carried out by GEDA as per GERC Order No 4 of 2021.
- 7.3 For existing projects, both wind and solar PV systems shall use separate set of internal electrical lines and equipments and connect to the pooling/sending end substation of the Hybrid project. The projects shall be mandatorily metered separately.

8. Common Power Evacuation Facility:

In accordance with the conditions laid down under the Application Form, the Company shall step up the Energy generated at the Wind Farm to 66000 & above Voltage potential for its transmission to the GETCO Sub Station. The expenditure required for this purpose, including that for the erection of the transmission line for evacuation of power, shall be borne by the Company. Moreover, the recurring expenditure on account of the Operation and Maintenance of the Sub Station, including its insurance, security, repairs etc. and the O&M of the 66 KV transmission line and bays shall be borne by the Company.

In case total hybrid generation exceeds the transmission capacity limit, it shall be considered as inadvertent injection of power for which no payment or credit shall be given or under any exigency which requires curtailment of generation, the generation shall be curtailed and GETCO shall not be responsible for the curtailment in case of injection of power which is more that approved capacity under system study.

9. Reactive Power

The Company agree that they will owe payment of Reactive Energy Charge to GETCO/SLDC as determined by the GERC in the GETCO Tariff order and amended from time to time.

10 O & M Charges

The Company agrees that they will owe payment of O & M charges of the capital cost of lines and bays to GETCO as may be determined in line with GERC Order No.3 of 2007 and amended from time to time. In case there is failure of any major portion/equipment/tower of dedicated line or Bays, the same will be repaired/replaced or constructed and brought back in service by the wind developer at their own cost. GETCO shall not be responsible for the major breakdown of any part of dedicated line. Only Routine maintenance will be covered under O & M Agreement.

11. Forecasting Scheduling:

The Company having installed the Hybrid project hereby agrees to give their forecast and schedule the energy for day to day operations, which shall be governed by Regulations as passed and amended by GERC.

12. General


The company hereby accepts all the commitments and undertaking given by the Wind/Solar developer in this case for location _____ **S/S** to GETCO for the development of wind/Solar evacuation system and its related issues. The Company hereby accepts all the terms and conditions for Transmission of energy prescribed under this Agreement as per relevant regulations of CERC / GERC and its amendments.

13. The Company confirms that the power contracted from the Hybrid project is 50% of the sanctioned load of the recipient unit for each Solar and Wind respectively as per the provisions of the GERC Wind-Solar Hybrid Order No 4 of 2021.

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 GETCO: Addl Chief Engineer (R & C) Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390 007 Telephone: 0265 -2353086	In respect of the Company
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<p>The Parties hereto, have put their signatures and seals in agreement to this Agreement as under:For GETCO</p> <p>_____</p> <p>Addl Chief Engineer (R&C),</p> <p>Witnesses (Name, Designation & sign):</p> <p>1. Sign : _____ Name : _____ Designation: _____</p> <p>2. Sign : _____ Name : _____ Designation: _____</p>	<p>For M/s.</p> <p>Mr. _____ (.....)</p> <div style="text-align: center;">  </div> <p>Witnesses (Name, address & sign):</p> <p>1. Sign: _____ Name: _____ Address: _____</p> <p>2. Sign: _____ Name: _____ Address: _____</p>
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