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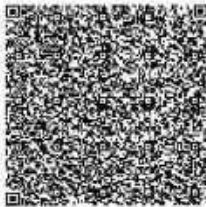
₹300

e-Stamp

Certificate No.	: IN-DL80584703166500V
Certificate Issued Date	: 13-Oct-2023 11:40 AM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF27094042757817V
Purchased by	: SOLARENERGYCORPORATIONOFINDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: NOT APPLICABLE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SOLAR ENERGY CORPORATION OF INDIA LIMITED
Second Party	: NOT APPLICABLE
Stamp Duty Paid By	: SOLAR ENERGY CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)

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SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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This stamp paper forms an integral part of the Power Usage Agreement dated 16.10.2023 executed between GUVNL & M/s Solar Energy Corporation of India Limited (SECI) for 700 MW Solar PV Power Project set-up under CPSU Scheme, Phase II, Tranche-III.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on the Certificate and as available on the website / Mobile App should be reported to the issuer.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

POWER USAGE AGREEMENT

BETWEEN

SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI)

AND

Gujarat Urja Vikas Nigam Limited (GUVNL)

For

Supply of 700 MW Solar PV Power

From

SECI SOLAR PV STATION(s)

Set up under CPSU Scheme Phase-II, Tranche-III



This **POWER USAGE AGREEMENT** hereinafter called the "Agreement" entered into at **16th day of October Month of the year Two Thousand Twenty Three (16.10.2023)**

between

Solar Energy Corporation of India Limited (SECI), a Company incorporated under the companies Act, 1956 having its registered office at 6th Floor, Plate-B, Tower-2, NBCC Office Block Tower, East Kidwai Nagar, New Delhi, Delhi – 110 023 (hereinafter called 'SECI') which expression shall, unless repugnant to the context or meaning thereof include its successors and Permitted Assignees as party of the One Part;

And

Gujarat Urja Vikas Nigam Limited (hereinafter referred to as the "GUVNL") a Government Entity incorporated under the Companies Act 1956 (1 of 1956), having its Head Office at **Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007**, which expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part. GUVNL is a holding company for all the DISCOMS of Gujarat and is wholly owned by Government of Gujarat

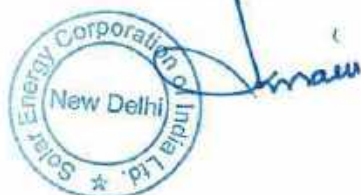
Each of the parties of the first and second above is individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

(A) The Ministry of New & Renewable Energy ('MNRE'), on 05.03.2019, has issued the "Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)", as amended from time to time (hereinafter referred to as 'CPSU Scheme') A copy of the CPSU Scheme is attached as **Annexure A** and may be read as an integral part of this Power Usage Agreement;

(B) The purpose of the CPSU Scheme is inter-alia, to facilitate national energy security and environmental sustainability through use of domestically manufactured solar PV cells and modules and for use of such power generated from solar energy sources by Government/ Government Entities, namely that the solar power projects shall be set up by Central Public Sector Undertaking and the end use of electricity shall also be by the Government/ Government Entities, sourced either directly or through Distribution Licensee where the end user's facilities are situated.

(C) Ministry of New and Renewable Energy (MNRE), Government of India vide Office Memorandum dated 13.04.2020 has identified Indian Renewable Energy Development



Agency Ltd., (IREDA) as the Nodal Agency for handling the CPSU Scheme on behalf of MNRE.;

- (D) On 29.01.2021, IREDA issued the RfS document being **RfS No 23016/1/2020-IREDA/RfS/5000 MW/ 012021** for Selection of Solar Power Developers for Setting up of 5,000 MW Grid Connected Solar PV Power Projects in India (Tranche-III) under Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme).
- (E) In pursuance to the above, IREDA has issued the Letter of Award [LoA No 23016/1/2020-IREDA/RfS/5000MW/012021/1412] dated 07.12.2021 to SECI for development of a Solar PV Power Project of 1200 MW and to make available the quantum of electricity for the end use of the electrical energy by the Government/Government Entities through the Distribution Licensee;
- (F) SECI is a Government Producer within the scope of the CPSU Scheme being a Generating Company within the meaning of Section 2(28) of the Electricity Act, 2003 and a Government of India Enterprise, with more than 50% of its shareholding being owned and controlled by the Central Government.
- (G) End User/power user/ DISCOMs of Gujarat namely Uttar Gujarat Vij Company Ltd. (UGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Paschim Gujarat Vij Company Ltd. (PGVCL) is/are a Government entity in respect of supply of electricity to them by the Government Producer is also an entity owned and controlled by Government of Gujarat and qualifies under CPSU Scheme;
- (H) On behalf of the four DISCOMs of Gujarat, GUVNL is desirous of using power produced from SECI Solar PV Station and SECI is willing to offer the solar power from the aforesaid Solar PV Station of SECI restricted to the end use by Government/Government Entities, as per the terms and conditions of the CPSU Scheme notified by the MNRE, Government of India as amended from time to time and as per the terms and conditions contained in this Power Usage Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:



1.0 DEFINITIONS

- 1.1 The words or expressions used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the Rules framed thereunder and Regulations issued by the Central Electricity Regulatory Commission from time to time.
- 1.2 The words or expressions mentioned below shall have the meanings respectively as assigned hereunder, unless the context otherwise requires:

i)	Act	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitutions from time to time;
ii)	Agreement	shall mean this Power Usage Agreement including the Articles, Schedules, amendments, modifications and supplements made in writing by the Parties to this Agreement from time to time;
iii)	Appropriate Commission	Appropriate Commission shall mean Central Electricity Regulatory Commission/GERC (as applicable) ;
iv)	Base rate of Late Payment Surcharge	means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.
v)	Billing Centre	shall mean the Office as intimated by SECI to GUVNL from where the bills will be raised by SECI;
vi)	Business Day	shall mean with respect to SECI and GUVNL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Vadodara;
vii)	CEA	Central Electricity Authority;
viii)	CERC	Central Electricity Regulatory Commission;
ix)	Change in Law	shall have the meaning ascribed thereto in Article 10 of this Agreement;
x)	Competent Court of Law	shall mean any court or tribunal or any judicial or quasi-judicial body in India that has jurisdiction to adjudicate



		upon issues relating to this Agreement;
xi)	COD/Commercial Operation Date	shall mean the date certified by GEDA upon successful commissioning of the last part capacity of the Contracted Capacity of the solar PV Project.
xii)	Central Transmission Utility (CTU)	shall mean the Central Transmission Utility as defined in Section 2(10) read with Section 38 of the Electricity Act 2003
xiii)	Commissioning	The capacity will be considered as commissioned based on certification issued by GEDA, when the modules and all equipment as per such capacity have been installed, connected to grid at the Interconnection Point/ Delivery Point and energy has flown into the grid; The projects can further be commissioned in parts of at least 10 MW batch size, with last part could be the balance capacity;
xiv)	Capacity Utilization Factor (CUF)	shall have the same meaning as provided in Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$.
xv)	Contracted Capacity	Shall mean the capacity, as set out in Article 2.1 of this Agreement
xvi)	Day	shall mean a day, if not a Business Day, the immediately succeeding Business Day
xvii)	Delivered energy	shall mean with respect to any billing month, the kWh of electrical energy delivered from Solar PV Station(s) to the GUVNL at the Interconnection Point/ Delivery Point as measured by the energy meters at the Interconnection Point/ Delivery Point for any billing month;
xviii)	Due date of payment	shall mean 30 days from the date of presentation of bill through email (Monthly or Supplementary). In case payment of bill is delayed beyond a period of 30 days from the date of presentation of bill through email, Late payment



		Surcharge shall be payable from 31 st day onwards for each day of delay. If such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.
xix)	Effective Date	shall mean the date of signing of this Agreement;
xx)	End User	shall mean the Government/Government Entity to whom the electricity is made available by GUVNL/DISCOM for end use
xxi)	Energy Account	shall mean periodic Energy Account issued by Regional/State Load Dispatch Centre as applicable including amendments thereof;
xxii)	Force Majeure	shall have the meaning ascribed thereto in Article 9 of this Agreement;
xxiii)	GOI	shall mean Government of India;
xxiv)	Government/ Government Entities	shall mean such of the Entities which are qualified to be the End User of electricity under the CPSU Scheme.
xxv)	Distribution Licensee	shall mean such of the Entities to whom a License is given or an exemption from License is provided including Deemed Licensees in terms of the provisions of the Electricity Act, 2003.
xxvi)	Guidelines	shall mean the "Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)" issued by the Ministry of New & Renewable Energy vide No. 302/4/2017-GRID SOLAR dated 05.03.2019 including subsequent amendments and clarifications thereof;
xxvii)	IEGC and/or State Grid Code	shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of The Electricity Act and/or the State Grid Code as specified by the Appropriate Commission, referred under Clause (h) of sub-section (1) of section 86 of The Electricity Act 2003, as applicable including any amendments thereof;



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xxviii)	Interconnection Point/ Delivery Point	"Interconnection Point/Delivery Point" shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU / GETCO at which the project is interconnected through a dedicated transmission line to deliver the energy into grid system of GETCO.
xxix)	LC	shall mean Irrevocable, Unconditional, Monthly Revolving Letter(s) of Credit of requisite value in terms of this Agreement by the GUVNL
xxx)	Main and Check Meter	shall mean meters for measurement and checking of import/export of energy on the Metering point for Energy Accounting;
xxxi)	Metering Point	"Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be the interconnecting bus bar of the GETCO substation.
xxxii)	Monthly Bill	shall mean either a Monthly Bill /Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by SECI for payments due from GUVNL to SECI under this Agreement.
xxxiii)	Permitted Assigns	shall have the meaning as per Article 16 of this Agreement;
xxxiv)	Schedule Commissioning Date or SCD of the project	Shall mean 30.09.2024 or as extended by IREDA/MNRE, if any
xxxv)	Solar PV Station(s) or Solar Project(s) or Power Project(s) or Project	shall mean the Solar PV Power Generating Station(s) of installed capacity of 700 MW developed by SECI at single or multiple locations in the State of Gujarat
xxxvi)	State Transmission Utility (STU)/GETCO	Shall mean the State Transmission Utility as defined in Section 2(67) read with Section 39 of the Electricity Act 2003
xxxvii)	Supplementary Bill	shall have meaning as defined under Article 7.1.3
xxxviii)	Usage Charges	shall have the meaning ascribed thereto in the Article 6.0 of this Agreement;



2.0 CAPACITY, SCHEDULED DATE OF COMMENCEMENT AND DELIVERY

- 2.1 The envisaged capacity of the SECI Solar PV Station(s) is 700 MW. The Contracted capacity of GUVNL in the SECI Solar PV Station(s) shall be 700 MW at delivery point.
- 2.2 Scheduled Date of Commencement for supply of power from the Project on regular basis shall be SCD. The solar PV station(s) shall be entitled to be declared commissioned and commencement of generation from part of the capacity before SCD.
- 2.3 The duration of supply of power by SECI to GUVNL for usage by End User under this agreement shall be for a period of 25 years from the SCD /actual COD whichever is later of the entire Solar PV Station.
- 2.4 As per the provisions of the CPSU Scheme, the energy generated and made available by SECI to GUVNL from the Solar PV Station under this Agreement shall be entirely for the use of the End User for self-consumption only and no part of the energy shall be diverted or used for any other purposes.
- 2.5 In the event that SECI is prevented from performing its obligations by the Scheduled Commissioning Date due to:
- a. Default by GUVNL/Power User;
 - b. Force Majeure Events affecting SECI/ GUVNL/Power User;
- the Scheduled Commissioning Date and the Expiry Date shall be deferred, for a reasonable period but not less than 'day for day' basis, to permit SECI/ GUVNL/Power User through the use of due diligence, to overcome the effects of the Force Majeure Events affecting SECI/ GUVNL/Power User, or till such time such Event of Default is rectified by GUVNL/Power User.
- 2.6 Further, in case there is a delay in grant/operationalization of LTA by the STU and/or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network until SCD of the Project, and it is established that:
- (i) SECI has complied with the complete application formalities,
 - (ii) SECI has adhered to the applicable Procedure in this regard as notified by the SERC/STU, and
 - (iii) The delay in grant of connectivity/LTA by the STU and/or delay in readiness of the STU substation at the Delivery Point, including readiness of power evacuation and transmission infrastructure of the InSTS network, is a factor attributable to the STU/transmission licensee and is beyond the control of SECI;



The above shall be treated as delays beyond the control of SECI and SCD of the Project shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.

3.0 TRANSMISSION/WHEELING OF ELECTRICITY:

- 3.1 The obligation of SECI shall be to generate and make available the energy in regard to the contracted capacity at the Interconnection Point/ Delivery Point. The cost of building the transmission line from Solar PV plant to Inter-connection point / Delivery Point shall be borne by SECI. SECI shall obtain necessary approval for STU connectivity from Solar PV plant till the Interconnection Point/ Delivery Point. Any cost and associated expenses of arranging the energy to be delivered at the Interconnection Point/ Delivery Point shall be borne by SECI.
- 3.2 All clearances, charges etc. beyond the Interconnection Point/ Delivery Point up to usage point of End User (i.e. STU charges & losses, cross subsidy charges, and SLDC Fee, scheduling etc.) shall be entirely in the scope, responsibility and to the account of the GUVNL, with all costs and charges being borne by the GUVNL. The Distribution Licensee/GUVNL shall also abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as applicable, amended and revised from time to time;
- 3.3 SECI and the Distribution Licensee/GUVNL shall follow the forecasting and scheduling process as provided in the Applicable Regulations of the Appropriate Commission or the Competent Authority. The Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of "must-run" to solar power projects and accordingly, GUVNL shall be responsible to ensure and shall make arrangement for evacuation of power from Interconnection Point/ Delivery Point the Delivered Energy without there being any backing down.

In case of any eventuality of Backdown arises at any time after the commencement of generation, including for the reasons that the Distribution Licensee/GUVNL fails or is unable to maintain the LTA or there is non-dispatch of power due to non-compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" or any such other similar order and any clarifications or amendment thereto , SECI shall be entitled to be compensated by GUVNL for a Minimum Generation Compensation, as under.

