

Information Guide

For Corporate Green Power Programme
(For Solar PV Plant)

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1.0 Objectives

This information Guide is issued by the Energy Commission for the following purposes:

- a) to introduce the Corporate Green Power Programme in Peninsular Malaysia as a platform to facilitate the business entities on the use of renewable energy in their business operation;
- b) to describe the basic principles of the Corporate Green Power Programme;
- c) to set out the conditions and qualifications for participation in the Corporate Green Power Programme;
- d) to outline the application and approval process and documents to be submitted for participation in the Corporate Green Power Programme;
- e) to set out the roles, functions and responsibilities of the relevant parties under the Corporate Green Power Programme; and
- f) to provide for any other matters which may be or incidental to the implementation of the Corporate Green Power Programme.

2.0 Application of the Guide

2.1. The Guide is for the information of and applicable to:

- a) the Solar Power Producers;
- b) the Corporate Consumers;
- c) the Electricity Utility Companies in Peninsular Malaysia;
- d) any parties who are involved in the implementation and operation of the Corporate Green Power Programme such as the Electrical Contractors, the Competent Persons, the solar system service providers and the consulting engineers; and
- e) any parties who intend to participate in the Corporate Green Power Programme.

2.2. This Guide is not intended in any way to circumvent the application of and the obligations or requirements under any other written laws, and any regulatory frameworks, guidelines and industrial standards. Any person who wishes to participate in the Corporate Green Power

Programme shall refer to the relevant laws and such frameworks and documents issued by the relevant authorities for further information if required.

- 2.3. The participants shall be fully responsible for any decisions taken in relation to the preparation and submission of the application for participation in the Programme whether or not in reliance on any information supplied by the Energy Commission, the Single Buyer or any other parties or any of their personnel or representatives.

3.0 Interpretation, Terms and Definitions

3.1. In this Guide, unless the contrary intention appears:

- a) the terms used shall have the same meaning as in the Act, the Regulations, the Guidelines for New Enhanced Dispatch Arrangement, the Guidelines for Single Buyer Market and Codes made under the Act;
- b) the singular includes the plural and the plural includes the singular;

3.2. In these Guide, unless the context requires, the definitions of the terms are as follow:

Term	Definition
Act	means the Electricity Supply Act 1990, including any subsequent amendments.
applicant	means a Solar Power Producer who applies to participate in the Corporate Green Power Programme.
BESS	means battery energy storage system.
Commission (or ST)	means Energy Commission established under the Energy Commission Act 2001 (Act 610).
Competent Person	means a person who holds a certificate of competency issued by the Energy Commission under the Electricity Regulations 1994 to perform work in accordance with the restrictions, if any, stated in the certificate.

consumer	means a person who is supplied with electricity or whose premises are for the time being connected for the purpose of supply of electricity by an Electricity Utility Company.
Corporate Consumer (or CC)	means non-domestic consumer who are connected at supply voltage of 230V, 400V, 11kV, 22kV, 33kV, 132kV and above. This includes small, medium and large consumers who participates in the Corporate Green Power Programme.
Corporate Green Power Agreement (or CGPA)	means a virtual power purchase agreement between a Corporate Consumer and a Solar Power Producer under the Corporate Green Power Programme for the virtual supply of energy.
Distribution Code	means the Distribution Code for Peninsular Malaysia, Sabah and F.T Labuan (Amendment) 2017.
Electricity Utility Company (or EUC)	means the holder of a license granted by the Energy Commission under Section 9 of the Act to distribute and supply electricity in the Peninsular Malaysia with the electricity supplied from the Single Buyer Market.
Electrical Contractor	means a person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Regulations 1994.
electricity supply system	means the electricity transmission system and distribution system used, worked or operated by an Electricity Utility Company.
Grid System Operator (or GSO)	has the same meaning as the “System Operator” in the Grid Code for Peninsular Malaysia.
Guide	means this document, the Information Guide for Corporate Green Power Programme (for Solar PV Plant).

installation	means the whole of any plant or equipment under one ownership or, where a management is prescribed, the person in charge of the same management, designed for the supply or use, or both, as the case may be, of electricity; including prime movers, if any, with all necessary plant, buildings and land in connection therewith, pipe line, supply line, electricity supply infrastructure, domestic and non-domestic electrical installation and consuming apparatus, if any.
kW	means kilowatt in alternating current (or a.c.) rating.
kWh	means kilowatt-hour.
kWp	means kilowatt peak in direct current (or d.c) rating. Rated kWp in relation to a PV Installation means the maximum direct current power such solar PV modules can produce under standard test conditions of 1,000 watts per square meter of solar irradiation and 25 degrees Celsius ambient temperature.
MW	means megawatt or 1,000 kW in a.c. rating.
MWh	means megawatt-hour.
MWp	means megawatt peak or 1,000 kWp peak in d.c. rating.
New Enhanced Dispatch Arrangement (or NEDA)	has the same meaning as in the Guidelines for New Enhanced Dispatch Arrangement.
NEDA Rules	has the same meaning as in the Guidelines for New Enhanced Dispatch Arrangement.
Price Taker	has the same meaning as in the Guidelines for New Enhanced Dispatch Arrangement.
Programme	means the Corporate Green Power Programme as provided for under this Guide.

Single Buyer (or SB)	has the same meaning as the “Single Buyer” in the Act.
Single Buyer Market	has the same meaning as in the Guidelines for Single Buyer Market.
solar photovoltaic system (or solar PV system)	means a system converting sunlight directly to electricity which includes solar PV cells, PV modules, inverter, the associated switching, protection and control devices, cables, and other related equipment and devices.
solar power plant	An installation using solar PV system to produce electricity and may includes the battery energy storage system installed at the same site.
Solar Power Producer	means a solar power plant developer or a solar power plant owner who is applying to participate, or participating in, the Corporate Green Power Programme.
system	means an electrical system in which all the conductors and equipment are electrically or magnetically connected.
System Marginal Price (or SMP)	has the same meaning as in the Guidelines for Single Buyer Market (Peninsular Malaysia).

4.0 Introduction

4.1 The Malaysian Government has implemented a number of initiatives in the last ten years to facilitate and accelerate the generation and use of renewable energy such as feed-in tariff, net energy metering, self-consumption and large scale solar power plants. The target of 20% of renewable energy capacity in the generation capacity mix set for the year 2020 has been achieved. However, to further increase the generation and use of renewable energy, the Government has decided to introduce the Corporate Green Power Programme using the virtual power purchase agreement mechanism as yet another initiative to provide an opportunity for

business entities, both local and multi-national, to participate in the promotion and use renewable energy in their business operation. The quota offered for this program is to encourage the participation from small, medium and large non-domestic consumers.

- 4.2 Energy Commission has been entrusted by the Ministry of Energy and Natural Resources to launch the Corporate Green Power Programme for renewable energy. Under the Programme an eligible Corporate Consumer, while as a normal consumer of the Electricity Utility Company, can have an agreement, called the Corporate Green Power Agreement, with a Solar Power Producer for the virtual sale and purchase of the renewable energy produced by the solar power plant under a mutually agreed terms and conditions and price structure, including the value of any credits or financial benefits which are available or may become available for reductions of greenhouse gas emission earned from the generation of solar energy by the solar power plant. This will enable the Corporate Consumers to enhance their corporate image in the effort to contribute to the reduction of carbon dioxide emission by using renewable energy while at the same time, being backed up and supplied with secure and reliable power by the Electricity Utility Company.
- 4.3 The Corporate Green Power Agreement is a commercial agreement between the Solar Power Producer and the Corporate Consumer.
- 4.4 The available capacity for application for the Programme will be published in Single Buyer website. The solar power plant shall be completed not later than the year 2025, unless otherwise approved by the Energy Commission.
- 4.5 The Single Buyer is responsible to the Energy Commission to administer the Programme and process the applications in accordance with the conditions and requirements of this Guide.

5.0 The Corporate Green Power Programme - the Malaysian Model

- 5.1 There are three parties in the energy delivery and transaction process under the Corporate Green Power Programme:
 - a) The Solar Power Producer;

- b) The Corporate Consumer; and
- c) The Electricity Utility Company.

The Solar Power Producer shall develop, own and operate the solar power plant. The energy produced by the solar power plant is exported through the electricity supply system of the Electricity Utility Company in accordance with the NEDA Rules. The electricity supply for the Corporate Consumer is provided by the Electricity Utility Company, however the Corporate Consumer can have a virtual power purchase agreement with the Solar Power Producer for the virtual supply of solar energy. The Electricity Utility Company pays the Solar Power Producer the electricity exported to the electricity supply system based on the actual System Marginal Price in accordance with the NEDA Rules.

- 5.2 In reality, the electricity supplied to the Corporate Consumer is not directly from the solar power plant but from a pool of generation sources connected to the electricity supply system. When the solar power plant is not producing electricity or not producing enough electricity, other generation sources will have to top up the supply to meet the demand of the Corporate Consumer. The quality of electricity supply and services of the Electricity Utility Company for the Corporate Consumer will be the same as for other normal consumers. As such the Electricity Utility Company will charge the Corporate Consumer according to the tariff for a normal consumer in the same category.
- 5.3 Under the Corporate Green Power Agreement (CGPA), the Corporate Consumer will purchase the energy produced by the Solar Power Producer based on an agreed price or price structure. If the SMP is higher than the CGPA price, the Solar Power Producer will pay the Corporate Consumer the difference between the actual System Marginal Price (SMP) and the CGPA price and vice versa.

The financial transaction between the two parties is as follows.

- a) For the quantum of energy $E1$ (kWh) exported by the solar power plant to the electricity supply system, the Electricity Utility Company will pay the Solar Power Producer an amount $P1$ based on the SMP (RM/kWh) in that particular half-hour time frame.

$$P1 = E1 \text{ (kWh)} \times SMP \text{ (RM/kWh)}$$

- b) For the amount of energy E2 (kWh) supplied by the Electricity Utility Company to the Corporate Consumer in that time frame, the Electricity Utility Company will charge the Corporate Consumer an amount P2 based on the approved tariff rate T (RM/kWh) of the Electricity Utility Company:

$$P2 = E2 \text{ (kWh)} \times T \text{ (RM/kWh)}$$

- c) For a CGPA with an energy price of C (RM/kWh), the amount for financial settlement P3 between the Corporate Consumer and the Solar Power Producer for the quantum of energy E1 (kWh) exported by the Solar Power Producer will depend on the difference between energy price C (RM/kWh) in the CGPA and the SMP (RM/kWh) as follows:

- i. If $C > SMP$

Corporate Consumer to pay the Solar Power Producer an amount:

$$P3 = E1 \text{ (kWh)} \times (C - SMP)$$

- ii. If $SMP > C$

Solar Power Producer to pay Corporate Consumer an amount:

$$P3 = E1 \text{ (kWh)} \times (SMP - C)$$

Note

- *the CGPA may be on a fixed price or a certain price structure. If the CGPA is on a price structure, then the financial settlement will be based on the price structure.*

- 5.4 Besides the settlement on the energy exported by the Solar Power Producer based on the difference between the SMP and the energy price in the CGPA, the financial transaction under the CGPA may also include the arrangement on any credits or financial benefits for reductions of greenhouse gas emission earned from the generation of solar energy by the solar power plant.

5.5 The power flow and financial transaction can be briefly depicted in the following diagram:

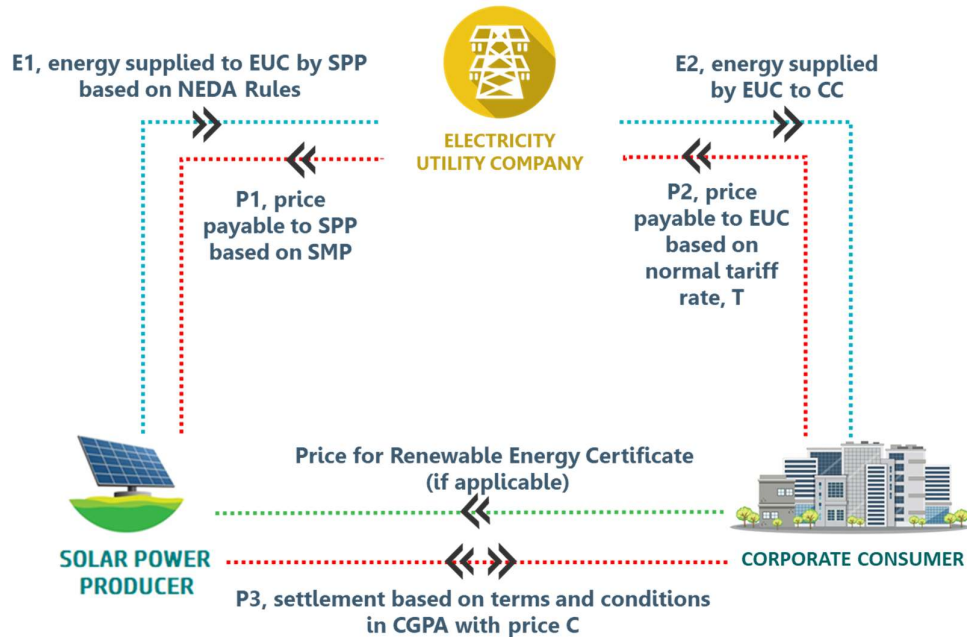


Figure 1: Power flow and financial transaction

- 5.6 A Solar Power Producer may have Corporate Green Power Agreement with Corporate Consumers as long as the export capacity of the solar power plant is within the capacity limit of the total Corporate Consumer. However, a Corporate Consumer is only allowed to have one CGPA with a Solar Power Producer.
- 5.7 The actual annual export energy (MWh) shall not be more than 10% of the total annual export energy contracted under the CGPA(s) with the Corporate Consumer(s) as projected in the submission of application for participation. Any energy exported in excess of that will be disregarded by the Electricity Utility Company and no payment will be made by the Electricity Utility Company for such excess energy exported.
- 5.8 It is strongly encouraged that the solar plant is installed with battery energy storage system (BESS) with at least one (1) hour of full export capacity (MW) of the solar power plant to enhance the use of solar energy, reduce the intermittency effect of solar PV generation on the supply system and better energy management.

6.0 The Legal and Regulatory Requirements and Tariff Structures

- 6.1 The Corporate Green Power Programme is in accordance with the provisions and requirements of the current legal and regulatory frameworks, the market mechanism and system operation and dispatch principles, the tariff structures, the electricity tariff setting principles and the metering and billing system as well as with reference to the various technical guidelines of Electricity Utility Company. This is to ensure that it can be implemented under the current frameworks and industry structure with no changes to the current practices, without affecting the current tariffs and without unfair financial impacts on other consumers.
- 6.2 The main legal and regulatory frameworks which the Corporate Green Power Programme will be subjected to are as follows:
- a) The Electricity Supply Act 1990;
 - b) The Electricity Supply Regulations 1994;
 - c) The Licensee Supply Regulations 1990;
 - d) The Guidelines for Single Buyer Market (Peninsular Malaysia);
 - e) The Guidelines for New Enhanced Dispatch Arrangement;
 - f) The Guidelines on Electricity Tariff Determination Under Incentive Based Regulation (IBR) For Peninsular Malaysia;
 - g) The Grid Code for Peninsular Malaysia; and
 - h) The Distribution Code for Peninsular Malaysia, Sabah and F.T. Labuan (Amendment) 2017.
- 6.3 Under the current tariff structure, the tariff rates generally include charges of the various activities in the electricity supply chain such as:
- a) energy charge;
 - b) capacity charge;
 - c) transmission and distribution network charges; and
 - d) other charges such as customer service, metering, billing.
- 6.4 For a Corporate Consumer who is a customer of the Electricity Utility Company, even though the Corporate Customer has contracted with the Solar Power Producer for the purchase of energy produced by the solar power plant, the Electricity Utility Company has to ensure that the demand of the Corporate Consumer will always be met and the supply is secure and reliable. As the energy produced by the solar power plant depends on the availability and intensity of sunlight and the weather conditions, the Electricity Utility Company has to ensure that sufficient electricity generation sources and electricity

supply facilities are available at all time to meet the demand of the Corporate Customer in case of unavailable or shortfall of the energy supplied by the solar power plant; unless the solar power plant is installed with adequate capacity of battery energy storage system.

- 6.5 The participants are strongly advised to study and understand the principles of the NEDA Rules, the Single Buyer market operation and the tariff structure before participating in the Programme.

7.0 Eligibility Criteria

7.1 The Solar Power Plant:

The Solar Power Producer shall comply with the following conditions:

- a) have export capacity from 5MW to 30MW as a Price Taker;
- b) be a new project. Existing solar power plant is not permitted to participate in the Programme; and
- c) comply with the legal or regulatory requirements of other authorities having jurisdictions on the development and operation of the solar power plant as well as the technical requirements of the Electricity Utility Company;

7.2 The Solar Power Producer:

The Solar Power Producer shall comply with the following conditions:

- a) The Solar Power Producer shall be either a local company of which the Malaysian equity interest is at least 51%, or a consortium of legal entities of local or foreign companies with Malaysian equity interest in the consortium of at least 51% and with at least one member of the consortium is a local company. If the Solar Power Producer is a consortium, each member of the consortium must be with at least 10% and the lead member with at least 30% of the equity interest of the consortium;

- b) A company or the lead member of the consortium is allowed to be a member of two (2) other consortia with the equity interest of not more than 30% in each of the consortium;
- c) The company or at least a member of the consortium shall be with an asset of not less than ten million ringgit (RM10 million) and for each of the consortium member a paid-up capital of not less than one million ringgit (RM1 million);
- d) The company, including all consortium members, if any, shall submit documental proof with respect to their financial standing such as audited profit and loss statements, balance sheets and cash flow statements for the last three (3) financial years, creditworthiness including credit rating(s) from accredited credit rating agencies if any, and history of bankruptcy or financial distress;
- e) The Solar Power Producer shall demonstrate ability to finance the project with sufficient equity and to secure the remaining portion of the project cost with financing from local financial institutions;
- f) The company or a member of the consortium shall be with at least three (3) years relevant experience in financing, development, implementation and operation of large solar PV plant with capacity not less than 1MW;
- g) The Solar Power Producer shall be familiar with the legal and regulatory requirements and practices of the electricity supply industry in Malaysia, particularly the operation of the Single Buyer Market under the NEDA Rules;
- h) The Solar Power Producer shall have identified the site of the project and the route of interconnection facility and with documental proof on the right to use of the lands or project sites;
- i) The Solar Power Producer shall have performed the initial study on the availability and accessibility for interconnection of the solar power plant to electricity supply system (the distribution/transmission system of the Electricity Utility Company). The applicant may make reference to Single Buyer website for preliminary indication of available point of common coupling either for connection at distribution or transmission level. The applicant shall have ascertained with the Electricity

Utility Company that there is no constraint in the evacuation of power through the electricity supply system; and

- j) There shall be no change to the names of the shareholders and shareholding structure, equity structure and share structure and shareholding structure of different types of shares (such as ordinary shares and preference shares) of the Solar Power Producer within five (5) years from the date of commercial operation of the solar power plant.

7.3 The Corporate Consumer:

The Corporate Consumer shall comply with the following conditions:

- a) An existing company operating in Peninsular Malaysia, or a company planning to establish and operate in Peninsular Malaysia within the next 2 years with proven documents from the authority such as Ministry of International Trade and Industry (MITI), or any other Government authority at Federal or State level;
- b) A Corporate Consumer shall be a company in the manufacturing or service industry, with good track record, credible financial position for the last 3 years;
- c) A company planning to set up and operate in Peninsular Malaysia shall have a projected annual revenue of not less than RM 10 million. It shall have applied to the Electricity Utility Company for the supply of electricity and has indicated when the supply of the electricity is required;
- d) The site of the business premises has been identified and agreed by the registered proprietor; and
- e) The maximum demand of the company is as declared to the Electricity Utility Company for new consumer or actual maximum demand as in the supply agreement with the Electricity Utility Company for existing consumer.

8.0 Conditions and Submission of Application for Participation

- 8.1 The application under this Guide can be submitted between 9 May 2023 until 31 December 2023 or until all capacity has been provisionally allocated to the applicants, whichever comes first. The Single Buyer will not accept any new application once the total capacity provisionally allocated for participation has been met.
- 8.2 Application will be assessed based on first-come-first-served basis and acceptance will be subject to completeness and compliance to all terms and conditions under this Guide.
- 8.3 The application which is not complete and complying with all the terms and conditions under this Guide will be rejected and rejection letter will be issued. The unsuccessful applicant may resubmit a complete and complied application after thirty (30) days from the date of rejection letter.
- 8.4 An applicant can only submit one application with a solar power plant with export capacity from 5MW to 30MW. The export capacity applied for shall not be more than the total capacity of the maximum demands of its Corporate Consumers. Any application with capacity not complying with the above limits will be rejected without further assessment.
- 8.5 The applicant who applies for participation in the Programme shall be the Solar Power Producer. The Solar Power Producer is responsible to ensure the submission is complete and complies with all the terms and conditions under this Guide.
- 8.6 The applicant shall submit to the Single Buyer the following information and documents:
 - a) Description of the Solar Power Producer company (or the members of the consortium) such as company background, business activities, experiences in power plant business, local/foreign shareholding structure, and past financial performance, equity, current asset, annual revenue and profit in the last three (3) years and attached with duly certified documents as mentioned in clause 7.2(d) above;
 - b) Description of the Corporate Consumer such as company background, business activities, location of the business operation premises, existing or forecast daily and monthly load

profile (in MW), existing or forecast daily, monthly and annual energy consumption (in MWh) and local/foreign shareholding structure;

- c) Brief information of project such as site location map, capacity, interconnection point, proposed interconnection cable route map, proposed commercial operation date and implementation schedule;
- d) A certified copy of Corporate Green Power Agreement or Memorandum of Understanding between the Solar Power Producer and the Corporate Consumer on the commitment for the virtual supply of energy;
- e) Preliminary check with the Electricity Utility Company on the availability of interconnection to the electricity supply system and any constraint in evacuation of power;
- f) Documents of proof on right to land use or project sites, comments/no objections of local authorities and other relevant agencies on the development of the project;
- g) The submission must be completed with the information as required in the application forms in Appendix A1, A2, A3, A4, A5, and A6, please refer to the Energy Commission website www.st.gov.my or Single Buyer website at www.singlebuyer.com.my for the updated and additional forms, if any;
- h) Project financing arrangement and letter of support with terms sheet from financial institutions; and
- i) A Letter of Undertaking to declare compliance to the terms of application.

8.7 All design, drawings, diagrams, maps and reports must be endorsed by practising Professional Engineer registered with the Board of Engineer Malaysia in the relevant branch of engineering and with experiences in the relevant fields, or architect registered with the Board of Architects Malaysia or land surveyor registered with the Board of Land Surveyors Malaysia, whichever relevant.

- 8.8 The participant shall ensure that all the documents submitted in its application are originals or true copies and represent that all such information provided is correct, accurate, true and complete for all the purposes of the application as the date of the submission of application.
- 8.9 Energy Commission reserves the right to reject any application on the basis of misrepresentation, suppressed, incomplete information or the documents submitted are of poor quality with unclear and illegible contents.
- 8.10 The participants in this Programme shall bear all costs incurred in preparing the applications, submitting their applications and executing the project documents, regardless of the conduct or outcome of the applications, subsequent finance-ability of the applicants, acceptability of the interconnection of the solar power plant or any other issues, without recourse against Energy Commission or the Single Buyer for either rejection or acceptance of their applications.
- 8.11 Neither Energy Commission nor the Single Buyer shall have any liability whatsoever to any persons participating in this Programme in respect of any decision taken by these persons in relation to their preparation and submission of the applications whether or not in reliance on any matter supplied by Energy Commission or the Single Buyer.
- 8.12 Application with complete documents shall be submitted electronically by e-mail in the form of PDF file to the Single Buyer no earlier 10.00 am on 9 May 2023. Applicants may choose to send to either one of the following addresses:
- a) cgpp-neda@singlebuyer.com.my
 - b) cgpp-neda1@singlebuyer.com.my
 - c) cgpp-neda2@singlebuyer.com.my

The size of the e-mail shall not exceed 20MB.

The following documents shall be submitted as an attachment in the e-mail application:

- a) Appendix A1 – Company Profile for Solar Power Producer;
- b) Appendix A2 – Company Profile for Corporate Consumer;
- c) Appendix A3 – Project Details and Costs of Solar Power Plant;
- d) Appendix A5 - Letter of Undertaking;
- e) Appendix A6 - Commitment Bond Form;
- f) Certified copy of CGPA or MOU between Solar Power Producer and Corporate Consumer;
- g) Project financing arrangement and Letter of support with terms sheet from financial institution;
- h) Documental proof that the Solar Power Producer has consulted with the Electricity Utility Company for the availability of the connection; and
- i) Documental proof on the right to land use;

For Appendix A4 and other supporting documents which cannot be submitted as an attachment in e-mail shall be uploaded through applicant's clouds and the link shall be shared with Single Buyer in the same e-mail application.

The Energy Commission and/or Single Buyer may at any time notify through announcement of any changes to the procedures of application submission.

Also, two (2) hard copies (paper), and two (2) soft copies in USB pen drives in a searchable format that can be read by Adobe Acrobat minimum version 9 or a Microsoft Word version compatible with Microsoft Office 2016 together with the original copy of commitment bond must be delivered by hand/mail/courier to the Single Buyer during business days from 9.00 am to 4.00 pm within seven (7) days from the date of submission of application by e-mail. The document shall be addressed to:

Single Buyer
Level 9, Menara Pernas, Tower 7
Avenue 7, Bangsar South City,
No.8, Jalan Kerinchi, 59200 Kuala Lumpur

The electronic copy submitted by e-mail shall be marked "ORIGINAL" and the hardcopy marked "COPY". If there is any inconsistency between the electronic copy submitted by e-mail and the hardcopy, the electronic copy submitted by e-mail will take precedence.

Any incomplete submission by e-mail, hard copies or the electronic copies stored in USB pen drives to the Single Buyer will be considered incomplete and shall be rejected.

- 8.13 The Single Buyer shall stamp the date and time on receipt of e-mail and will provide by e-mail the applicant with acknowledgement of receipt with stamped date and time of receipt.

9.0 Notification of Application Status

- 9.1 The applicant will be informed the result of the application within three (3) months after the submission of the application.
- 9.2 The application that is accepted will be offered with the provisional capacity as applied by the applicant or any lower capacity that the Energy Commission deems fit.
- 9.3 The applicant who has been issued a letter of offer must reply the acceptance of the offer within fourteen (14) days from the date of notification by the Energy Commission, failing which the applicant is deemed to have declined the offer and the offer is deemed to be withdrawn without further notification.
- 9.4 The application which is not complete and complying with all the terms and conditions under this Guide will be rejected and rejection letter will be issued. The unsuccessful applicant may resubmit a complete and complied application after thirty (30) days from the date of rejection letter.

10.0 Rights of Energy Commission

Notwithstanding anything else in this Guide, Energy Commission, without having to explain, reserves the right to change, at its sole discretion, the available capacity and datelines of the Programme, the conditions, capacity limits for participation, the timelines for submission and processing the applications, to reject any or all applications, or to elect not to proceed with the Programme for any

reason whatsoever, without incurring any liability for the costs and damages incurred by any persons.

11.0 Responsibilities of the Solar Power Producer and Corporate Consumer

11.1 Upon acceptance of offer by the applicant, the applicant shall proceed with the following works and activities in accordance with the timelines in the project schedule submitted in the application which include but not limited to:

- a) Solar Power Producer to apply to the Single Buyer for participation in the Single Buyer Market and NEDA;
- b) Solar Power Producer to conclude the relevant project documents with the relevant parties such as the Single Buyer, the Grid System Operator, and the Electricity Utility Company for the interconnection;
- c) Solar Power Producer to apply to the Energy Commission for a generation licence;
- d) Solar Power Producer and Corporate Consumer to conclude the Corporate Green Power Agreement. Solar Power Producer to immediately inform Single Buyer of termination of the agreement should it occurs;
- e) Solar Power Producer and Corporate Consumer to apply to the relevant authorities and agencies for the development of their projects;
- f) Corporate Consumer to apply to the Electricity Utility Company for connection of supply as a consumer under the Corporate Green Power Programme; and
- g) Corporate Consumer to complete the electrical installation at the consumer premises according to schedule as agreed with the Electricity Utility Company for the connection of electricity supply.

11.2 The Energy Commission reserves the right to cancel the offer of the capacity allocated to the participant, under the following circumstances:

- a) if the applicant does not submit any application for participation in NEDA within three (3) months after the acceptance of offer; and/or
- b) if the solar power plant project is not implemented according to the project schedule in the application for participation submitted or not completed by the scheduled commercial operation date, or as may be extended and agreed by the Single Buyer.

No claim for compensation or damages whatsoever by the applicant or any party shall be entertained on such cancellation of the approval.

12.0 Return or Forfeiture of Commitment Bond

12.1 For the successful applicant, the commitment bond will be returned within fourteen (14) days upon receipt of the acceptance of offer.

12.2 For the unsuccessful applicant, the commitment bond will be returned within fourteen (14) days of unsuccessful notification.

12.3 The commitment bond will be forfeited under one or more of the following circumstances:

- a) if the applicant withdraws its application after submitting the application;
- b) if the applicant does not reply on the acceptance of offer within fourteen (14) days from the date of notification from Energy Commission.

Appendix A1

Company Profile for Solar Power Producer

No.	Particulars		
1.	Company Name		
2.	Company Registration No. ¹		
3.	Registered Address		
4.	Correspondence Address		
5.	Telephone No.		
6.	Fax No.		
7.	Email Address		
8.	Website		
9.	Type of Company	Private Limited / Limited / Public Listed / Others (please specify) _____	
10.	Nature of Business		
11.	Status of Company	Foreign / Local	
12.	Place of Incorporation		
13.	Date of Incorporation		
14.	List of Subsidiaries		
No.	Company Name	Company No.	Nature of Business

15.	Details of Shareholders (Please indicate the types of shares)				
No.	Name	Company Registration / NRIC / Passport No.	% Equity	Type of share	Designation
16.	Details of Board of Directors				
No.	Name	NRIC / Passport No.	% Equity	Designation	
17.	Equity Structure (%)				
	a) Bumiputera Individual				
	b) Non-Bumiputera Individual				
	c) Institutional/Government Linked Entities				
	d) Foreign / Non-Malaysian Citizen (if applicable)				
18.	Details of Share Capital in Ringgit Malaysia (RM) ²				
	Authorised Capital				
	Issued Capital				
	Paid-up Capital				

19.	Has the company and/or any of its Directors declared/committed to any of the following which may result in ineligibility and from participating in the Corporate Green Power Program?		
	a) Bankruptcy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	b) Insolvency or subject of a sequestration Petition	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	c) Being in receivership or subject to a winding up order	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	d) Conviction of a criminal offence relating to the conduct of the business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	e) Any previous/current arbitration or court proceeding, if yes, please provide details.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	f) Committed an act of grave misconduct in the course of a business or profession	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	g) Failure to fulfil Employees Provident Fund obligations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	h) Overdue debts toward contractors or the revenue or customs authorities of Malaysia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	i) Misrepresentation of information concerning eligibility, economic and financial standing and technical capacity of the company	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	j) Any Directors have any exposure and/or are related to the Directors, shareholders, or executive officers of Energy Commission or its advisors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	k) A record of unsatisfactory past performance, including breach of contract, untimely completion, poor claims history and defective workmanship, if yes, please provide details.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	l) Others, please provide details		

Note

¹To provide certified copy of SSM registration form

²If share capital is denominated in foreign currency, specify both the foreign currency and RM equivalent at prevailing foreign exchange rate.

For a consortium, please provide the list for each member of the consortium

.....
Signature of Authorised Representative of the Solar Power Producer

Name in Full :

Designation :

Address :

:

Email :

Date :

Appendix A2

Company Profile for Corporate Consumer

No.	Particulars	
1.	Company Name	
2.	Company Registration No. ¹	
3.	Registered Address in Malaysia	
4.	Correspondence Address in Malaysia	
5.	Address of Headquarters (if located overseas)	
6.	Telephone No.	
7.	Fax No.	
8.	Email Address	
9.	Website	
10.	Type of Company	Private Limited / Limited / Public Listed / Foreign/ Others (please specify) _____
11.	Nature of Business	Manufacturing / Services
12.	Status of Company (to provide document proof)	Foreign / Local RE100: Yes/ No ESG Commitment/Compliance: Yes/No
13.	Status of Consumer ²	[<input type="checkbox"/>] New consumer -Date of Application for Electricity Supply to Electricity Utility Company (DD/MM/YYYY): _____ / _____ / _____

		[] Existing consumer -Electricity Utility Company Account/Ref. No.: _____			
14.	Maximum demand (MW) ³				
15.	Place of Incorporation				
16.	Date of Incorporation				
17.	Details of Shareholders (for local company; please indicate the types of shares also)				
No.	Name	Company Registration / NRIC / Passport No.	% Equity	Type of Share	Designation
18.	Details of Board of Directors (for local company)				
No.	Name	NRIC / Passport No.	% Equity	Designation	
19.	Equity Structure (%)				
	a) Malaysian				
	b) Foreign				
20.	Details of Share Capital in Ringgit Malaysia (RM) ⁴ (for local company)				
	Authorised Capital				
	Issued Capital				
	Paid-up Capital				

Note

¹To provide certified copy of SSM registration form.

²Applicant shall submit documental proof that the corporate consumer has engaged with/applied to the EUC for electricity supply.

³As in the electricity agreement (existing consumer) or as submitted to EUC (new consumer)

⁴If share capital is denominated in foreign currency, specify both the foreign currency and RM equivalent at prevailing foreign exchange rate.

.....
Signature of Authorised Representative of the Corporate Consumer

- Name in Full :
- Designation :
- Address :
- :
- Email :
- Date :

Appendix A3

Project Details and Costs of Solar Power Plant

The applicant shall submit details of peak installed capacity of PV (MWp), installed capacity in a.c. rating (MWa.c.), capacity of BESS (if applicable), export capacity (MWa.c.), levelised cost of electricity (RM/kWh), commercial operation date, average annual export energy (MWh), capacity factor (%), performance ratio, capital expenditures (RM), operation expenditures (RM) etc. of the Solar Power Plant in the following list.

A. Plant Location, Project Cost, Plant Capacity, Export Energy and Other Main Items of the Project

1.	Name of Solar Power Plant	
2.	Plant Location (State, District, Mukim, Town, Road, Lot Number etc.)	
3.	Levelised Cost of Electricity (RM/kWh)	
4.	Installed PV Peak Capacity (MWp)	
5.	Installed Capacity in A. C. Rating. (MWa.c. at inverter output)	
6.	Export Capacity (MWa.c.)	
7.	Average Annual Energy Production (MWh) of Solar PV System ¹	
8.	Average Annual Export Energy (MWh) of Solar Power Plant ²	
9.	Capacity Factor of Solar PV System (%)	
10.	Performance Ratio of Solar PV System	
11.	Battery Energy Storage System (MW and MWh) (if applicable)	
12.	Scheduled Commercial Operation Date (DD/MM/YYYY)	
13.	Interconnection Voltage (kV)	
14.	Interconnection Point (Location and name of substation/line) ³	

15.	Total Project Cost (RM)	
16.	Project IRR	

Note:

¹This figure shall be the average annual quantity of the solar PV system over the project period based on the plant parameters, system design, prudent industry practices and the forecast irradiance at the plant site.

²This figure shall be the average annual quantity of the solar power plant, i.e. the solar PV system and the BESS (if applicable) over the project period.

³Applicant shall submit documental proof that he has consulted with grid owner for the availability of the connection

Please use attachment where necessary, but each attachment must be certified, signed and dated by the authorised representative of the applicant.

B. Capital and Operation Expenditures

(a) Capital Expenditures

	Items	Capital Cost (RM million)
1.	PV Modules	
2.	Mounting Structures (Please indicate whether installed with tracking system)	
3.	Inverters	
4.	Balance of System (LV, MV switchgears, transformers, cables etc. at Plant Site)	
5.	Battery Energy Storage System (if applicable)	
6.	Civil, Building and other Ancillary Works	
7.	Interconnection Facility (substation/switching station, transformers, switchgear, cabling works etc. outside the plant Site)	
8.	Land Purchase Costs (if relevant)	

9.	Power System Study	
10.	Design, Installation, Supervision, Testing, Commissioning and other Project and Other Engineering Services	
11.	Others (Please provide details)	
12.	Total	

(b) Operation Expenditures

	Items	Levelised Cost (RM)
1.	Staff Salaries, Wages, Remuneration and other Administration Costs	
2.	Plant Operation and Maintenance Expenses	
3.	Insurances	
4.	Annual Land Lease (if relevant)	
5.	Other Operation Costs and Expenses (excluding above items 1 to 4)	
6.	Others, if any (please provide details)	
7.	Total	

.....
 Signature of Authorised Representative of the Solar Power Producer

Name in Full :

Designation :

Address :

:

Email :

Date :

Appendix A4

Technical Information

1.0 Technical Information

The following technical information shall be submitted by the Solar Power Producer.

2.0 General

A brief description of the solar power plant project includes but not limited to the following:

- a) brief description of the solar power plant such as PV peak capacity, export capacity, type of solar PV installation (roof-mounted/ ground mounted/ mounted on structure/floating on water body), type of tracking system (if applicable), type and capacity of battery energy storage system etc;
- b) brief description of the site of the solar power plant and the neighborhood with site photographs such as land use, environment, current facilities, economic activities etc.;
- c) brief description of the interconnection facility such as location, interconnection voltage, interconnection arrangement etc.;
- d) project schedule with milestones of important activities.

3.0 Export Energy

Solar Power Producer shall declare the daily, monthly and annual export energy of the solar power plant according to the following format and submit a copy of the results of simulation and evaluation of export energy of the plant using the latest **PVsyst Simulation** or similar.

a) Typical Daily Energy Production and Export Energy

Profiles of typical daily energy production of the solar PV system and export energy of the solar power plant (solar PV system and BESS) in graphs and bar charts in hourly intervals.

b) Typical Monthly Energy Production and Export Energy

Month	Energy Production of Solar PV System (MWh)	Export Energy of Solar Power Plant (MWh) *
January		
February		
November		
December		
Annual Total		

(^Note: export energy of the PV System and the BESS)

c) Annual Energy Production and Export Energy

Project Year	Energy Production of Solar PV System (MWh)	Export Energy of Solar Power Plant (MWh) *
Year 1		
Year 2		
Year 3		
Average Over the project period		

(^Note: export energy of the PV System and the BESS)

4.0 Solar PV System

- a) Type, model and brand name of PV modules (e.g. polycrystalline/monocrystalline, bifacial, PERC etc.)
- b) PV peak capacity of each PV module.
- c) Module efficiency of PV module(%).
- d) Reference yield of PV module (kWh/kWp).
- e) Capacity factor of solar PV system.
- f) Performance ratio of solar PV system.

5.0 Inverters

- a) Type, model and brand name of inverters.
- b) Inverter configuration (string, centralized etc.).
- c) d.c and a.c ratings of each inverter (rated kW, kVA, voltage and current, range of power factor adjustment etc.).
- d) Inverter efficiency (%).

6.0 Battery Energy Storage System (if applicable)

- a) Type, model and brand name of battery system.
- b) a.c. or d.c coupled.
- c) Voltage of each battery block.
- d) Power and energy capacity of each battery block (MW/MWh).
- e) Total number of battery blocks.
- f) Total power and energy capacity of the BESS (MW/MWh).
- g) Useable capacity of the BESS (MWh);
- h) Rated depth of discharge DoD (%).
- i) Charge-discharge efficiency.
- j) Life expectance (years and number of discharge-charge cycles).

Appendix A5

LETTER OF UNDERTAKING

To:

The Chief Executive Officer,
Energy Commission,
Jalan Tun Hussein, Precinct 2,
62100, Putrajaya,
Malaysia.

Dear Sirs,

We, *[insert Applicant's Name]* whose registered office is situated at *[Insert Applicant's Address]* hereby submit our application for participation in the Corporate Green Power Programme (for Solar PV Plant).

The solar power plant *[insert the name of the solar power plant]* is located at *[insert the location of the solar power plant]* with PV peak installed capacity of *[insert PV peak capacity of the solar power plant]* and export capacity of *[insert export capacity of the solar power plant]*. The details of the solar power plant and other information are as provided in the email submission.

- 2) We agree that our application shall be valid and irrevocable within three (3) months after the date of submission and that it shall remain binding upon us and may be accepted at any time before the expiration of that period and agree that no other term, condition or stipulation shall be imposed by us after the submission date.
- 3) We confirm that our application herein is accompanied by a commitment bond of **Ringgit Malaysia One Hundred Thousand (RM100,000) only** in the form as attached which may be forfeited by Energy Commission without any notice, demand or other legal

process in accordance with the conditions under one or more of the following circumstances:

- i. if the applicant withdraws its application after submitting the application; or
- ii. if the applicant does not reply on the acceptance of offer within fourteen (14) days from the date of notification from Energy Commission;

The bond in favour of Energy Commission issued by a financial institution in Malaysia is submitted together with the application and be valid for a period of 10 months. The commitment bond is as provided for application.

- 4) We certify that in making this application, we have carefully examined and are satisfied as to all matters which can in any way affect the solar power plant and/or the cost thereof and the capability of the solar power plant to operate in accordance with our application and have otherwise taken steps to inform ourselves of such matter.
- 5) We confirm that our application is conforming to the terms, conditions, specifications and other requirements as informed for application without material deviation or reservation.
- 6) We confirm that the information provided in the application are true and/or fair estimates to the best of our knowledge and information available at the time of submission of the application and we understand that such information may be used by Energy Commission and the Single Buyer in assessing our application.
- 7) We confirm, after a personal scrutiny, that the documents submitted in support of our application are originals or true copies and represent that all such information provided is correct, accurate, true and complete for all the purposes of this application as at the date of this letter.

- 8) We hereby authorize Energy Commission, the Single Buyer and its authorized representatives to make direct inquiries and/or reference to any person, company, entity, public official or organization including the names in the documents submitted in our application in order to verify the information submitted herein regarding the technical and financial aspects or any other aspects of our application.

- 9) We understand and agree that we shall bear all costs, including those of professional advisors, incurred in participating in this Corporate Green Power Programme (for Solar PV Plant), preparing our application, submitting our application, executing the project document, finalising the relevant financing and securing approvals of the relevant authorities and parties regardless of the conduct or outcome of the evaluation process, or subsequent finance-ability of our proposal and we shall have no claim whatsoever against Energy Commission or the Single Buyer for any loss, costs, damages, expenses (including loss of profit) howsoever arising thereto.

- 10) We confirm that neither Energy Commission nor the Single Buyer shall have any liability whatsoever to us in respect of any decision taken by us in relation to participating in this Corporate Green Power Programme (for Solar PV Plant) the preparation of our application and submitting our application whether or not in reliance on any matter supplied by Energy Commission or the Single Buyer.

- 11) We understand and agree that Energy Commission at its discretion reserves the right to accept or refuse our application without providing any explanation for such a decision and any such decision shall be accepted by us as final and not subject to any appeal by us or any other party on our behalf.

- 12) We undertake to hold all information relating to our application in strict confidence until such time as we receive instruction or consent from Energy Commission regarding its disclosure.

13) We confirm that we have not engaged in any improper conduct during the preparation of this application including engaging in corrupt practices, fraudulent practices, collusive practices and coercive practices or committed any act which could constitute an offence under the Malaysian Anti-Corruption Commission Act 2009.

Dated thisday of20XX

Authorised Representative
of the Applicant

Name in Full

Duly authorised to sign
for and on behalf of

Address

Date

Witness' Signature

Name in Full

Designation

Address

Date

Note: Please submit a Power of Attorney or Certified Extract of Board of Director's Resolution authorising the above signatory to sign on behalf of the Applicant.

Appendix A6

Commitment Bond Form

To:

The Chief Executive Officer
Energy Commission
Jalan Tun Hussein, Precinct 2
62100, Putrajaya
Malaysia.

WHEREAS *[insert Applicant's Name]* of *[insert Applicant's Address]* (hereinafter referred to as the “**Applicant**”) has submitted an application for participation in the Corporate Green Power Programme (for Solar PV Plant) for the solar power plant *[insert name of the solar power plant]* on *[insert date of submission of application]* in accordance with the terms and conditions of the Information Guide for Corporate Green Power Programme (for Solar PV Plant);

AND WHEREAS the Applicant is bound and obliged to furnish a Commitment Bond along with the application to secure the due performance of the Applicant in the terms and conditions of the Information Guide for Corporate Green Power Programme (for Solar PV Plant);

AND WHEREAS at the request of the Applicant, we *[insert Financial Institution's Name]* a licensed [commercial] bank having its registered office at *[insert Financial Institution's Address]* Malaysia (hereinafter referred to as the “**Guarantor**”), are agreeable to and desirous of giving such a Commitment Bond.

WE HEREBY irrevocably undertake and are bound and obliged to pay to Energy Commission unconditionally and without protest any sum of money not exceeding a sum of **Ringgit Malaysia One Hundred Thousand Only (RM100,000.00)** on Energy Commission’s written demand without being entitled or obliged to make any enquiry to Energy Commission or of the Applicant, and without the need for Energy Commission to take legal action against or to obtain the consent of the Applicant, and notwithstanding any objection by the Applicant and without any further proof or conditions and without any right of set-off or counterclaim. In relation to the above, the following Commitment Bond shall be applicable:

Commitment Bond Reference: *[insert Commitment Bond reference no.]*
for solar power plant *[insert name of the solar power plant]*

The undertakings herein to make payment under this Commitment Bond shall constitute primary, independent, direct, unconditional, absolute and irrevocable obligations on our part. We shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever that would or could exempt or release us from our obligations and liabilities stipulated herein.

Every demand hereunder shall be in writing and signed by the Chief Executive Officer of Energy Commission (or by any person for the time being acting in or performing the functions of the Chief Executive Officer) and shall be accompanied by a statement to the effect that the Applicant has failed and/or neglected to perform its obligations or abide by the terms and conditions of the Information Guide for Corporate Green Power Programme (for Solar PV Plant). For all purposes connected with and relating to this Commitment Bond, such demands need not include any proof that the amount so demanded is lawfully due under this Commitment Bond.

All payments hereunder shall be made in Malaysia by bank draft drawn in favour of Energy Commission.

Any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

The benefit of this Commitment Bond and all rights and powers hereunder may be assigned by Energy Commission.

This Commitment Bond shall be governed by and construed in accordance with the laws of Malaysia and the Guarantor hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia over any claim arising out of this Commitment Bond.

This Commitment Bond shall be valid and binding and shall remain in full force and effect up to and including the *[insert date which is ten (10) months after the submission date]* and thereafter shall be null and void and of no force or effect (whether the original hereof is returned or not)

except in respect of any demand made on or before the aforesaid _____.

IN WITNESS whereof this Commitment Bond has been signed by the authorised signatories on behalf of the aforesaid _____ on this day of _____ 2023.

Authorised Signatory
Name:
Designation:

Authorised Signatory
Name:
Designation:

- **END OF THE DOCUMENT** -



**No. 12, Jalan Tun Hussein
Precinct 2**

62100 Putrajaya

Tel : +603 8870 8500

Fax : +603 8888 8637

Web : www.st.gov.my