



“Leading in Utility Regulation”

## SINGLE BUYER LICENCE

The Utility Regulatory Authority, in accordance with section 3 of the Electricity Act (as amended) and subject to the terms and conditions in Annex 1 of this Licence, hereby issues a **Single Buyer Licence** to **[insert Company Name] [insert BRN]**.

Licence Number: **(insert Licence Number)**

Licensed Activity: ***To be responsible for the procurement of electricity and the management of the procurement of electricity and related services, including planning, scheduling and settlement within the Republic of Mauritius.***

Licence Validity up to: **(insert date)**

Subject to the Terms and Conditions as per **Annex 1**

Issued in Ebene on this **(insert day) day** of **(insert month and year)**.

**Mr LILADHUR GOSSAGNE SEWTOHUL**  
(Officer in Charge of the Utility Regulatory Authority)



# UTILITY REGULATORY AUTHORITY

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## **Annex 1**

## **TERMS AND CONDITIONS**

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**SINGLE BUYER LICENCE TERMS & CONDITIONS**

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## CONDITION 1 - DEFINITIONS AND INTERPRETATION

1. In the general conditions unless the context otherwise requires:

**“Act”** means the Electricity Act (as amended);

**“Affiliate”** in relation to any person means any holding company of such person, any subsidiary of such person or any subsidiary of a holding company of such person, in each case within the meaning of the Companies Act;

**“Ancillary services”** means those services necessary to support the transmission and distribution of electric power from seller to purchaser;

**“Authorised adviser”** means such professional advisers of the Single Buyer Licensee, engaged in that capacity, who require access to any confidential information;

**“Authorised Recipient”** means, in relation to any confidential information, any employee who, before the confidential information has been divulged to him by the Single Buyer Licensee, had been informed of the nature and effect of “Condition 14 – Provision of Information” of this Licence and who requires access to such confidential information for the proper performance of his duties as an employee of the Single Buyer Licensee in the course of his activities under “Condition 3 – Duties and Functions”

**“Authority”** has the same meaning as in the Act;

**“Bulk Supply Agreement”** means an agreement for the supply and sale of electricity in bulk to the holder of a Distribution Licence for resale to customers connected to the Distribution System;

**“Change in control”** means the sale of all or substantially all the assets of the Single Buyer Licensee, any merger, consolidation or acquisition of Single Buyer Licensee with, by or into another undertaking, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Single Buyer Licensee in one or more related transactions;

**“Codes”** means the generation, transmission, distribution and system operation codes collectively or any combination of more than one code as developed and updated by the Authority, from time to time;

**“Commercially Sensitive”** means any matter the disclosure of which would materially

prejudice the interests of any person;

**“Confidential Information”** means any commercially sensitive information held and/or obtained by the Single Buyer Licensee in the discharge of its functions as Single Buyer under the Act and this Licence;

**“Connection Agreement”** means an agreement to be signed by the applicant and the Distribution Licensee or Single Buyer Licensee, as the case may be, before or after, as the case may be, successful testing of the former’s installations;

**“Customer”** has the same definition as in the Act;

**“Day Ahead Dispatch Interval”** means a thirty (30) minute period ending on the hour or on the half hour;

**“Day Ahead Dispatch Period”** means the dispatch period for the Day Ahead Dispatch Schedule;

**“Day Ahead Dispatch Schedule”** means the finalised schedule for the dispatch of each Generating Unit by the Day Ahead Dispatch Interval for the Day Ahead Dispatch Period to meet the Day Ahead Load Forecast;

**“Dispatch Schedule”** means the Day Ahead Dispatch Schedule, the Month Ahead Dispatch Schedule and the Three Year Ahead Dispatch Schedule;

**“Disposal”** in relation to assets means any sale, gift, lease, licence, the grant of any right of possession, loan, security, mortgage, charge or the grant of any other encumbrance or the permitting of any encumbrance to subsist or any other disposition to a third party and **“dispose”** shall be construed accordingly;

**“Distribution system”** means that part of the electric system that operates below 66 kV from the point of the outgoing isolators of a Feeder at Transmission substations transforming to 22 kV and 6.6 kV, consisting of apparatus and meters owned and maintained by the Distribution Licensee or Transmission Licensee used for the distribution of electricity;

**“Distribution”** means the construction, operation and maintenance of a distribution system and the sale of electricity to customers;

**“Fees”** means those fees payable by the Single Buyer Licensee pursuant to section 16(1)(f) of the Act;

**“Financial Year”** has the same meaning as in section 111 of the Constitution;

**“Fuel Supply Plan”** has the same meaning as in the National Grid Code;

**“Generation”** shall have the same meaning as in the Act;

**“Information”** shall include any documents, accounts, estimates, returns or reports, records and any data in verbal, written or electronic form and information in any form or medium whatsoever;

**“Interested party”** means any person who has a recognisable stake (and therefore standing) in a matter;

**“Licensee”** means a person who holds a licence issued by the Authority;

**“Month Ahead Dispatch Interval”** means a 12-hour period starting at midnight for each day in a Month;

**“Month Ahead Dispatch Period”** means the dispatch period for the Month Ahead Dispatch Schedule;

**“Month Ahead Dispatch Schedule”** means finalised schedule for the dispatch of each Generating Unit by the Month Ahead Dispatch Interval for the Month Ahead Dispatch Period to meet the Month Ahead Load Forecast;

**“National Grid Code”** means the standards of performance governing the operation of the System and all interconnected generating facilities;

**“Operating Reserve”** shall have the same meaning as in the National Grid Code;

**“Operational control”** means the management and operational control of the Single Buyer Licensee assets comprised in the Single Buyer Business;

**“Relevant Asset”** means any asset for the time being forming part of the Single Buyer Licensee's distribution and supply system portfolio, any control centre for use in conjunction therewith and any right, title or interest in land upon which any of the foregoing is situated;

**“Settlement”** means the processes and procedures for the calculation of payments under relevant Power Purchase Agreements and other agreements for the purchase of electricity;

**“Short-Term Supply Adequacy Plan”** means a plan developed by the Single Buyer Licensee for addressing supply constraints with respect to the development of the Day Ahead Dispatch Schedules, the Month Ahead Dispatch Schedules and the Three Year Ahead Dispatch Schedules;

**“Single Buyer Business”** means the business of the Single Buyer as:

- i) the single buyer of electricity generated by a holder of a Generation Licence or a person exempted under the Act;
- ii) the supplier of electricity in bulk to a holder of a Distribution Licence for resale to customers; and
- iii) any other business authorised under the Act and this licence,

but shall not include any other business of the Licensee in the provision of services to or on behalf of any one or more persons.

**“Single Buyer Licence”** means a licence issued under the Electricity (Licensing, Registration and Fees) Regulations 2022 (as may be amended), subsequent to the transitional Single Buyer licence;

**“System”** means the interconnection facilities and any other transmission system or distribution system, transmission or distribution facilities on the Transmission Licensee or Distribution Licensee’s side of the interconnection boundary (ies) through which the electrical energy output from the generating unit (s) will be distributed by the Distribution Licensee to users of electricity;

**“Three Year Ahead Dispatch Interval”** means a monthly period starting in January for each year in the three-year period;

**“Three Year Ahead Dispatch Period”** means the dispatch period for the Three Year Ahead Dispatch Schedule;

**“Three Year Ahead Dispatch Schedule”** means the finalised schedule for the dispatch of each Generating Unit by the Three Year Ahead Dispatch Interval for the Three Year Ahead Dispatch Period to meet the Three Year Ahead Load Forecast;



**“Transmission system”** means that part of the electric system that operates at 66kV or higher consisting of the electrical facilities used for conveyance of electricity over electric lines between a generating station and substation, or between generating stations or between substations, and consists of electric lines, equipment and meters owned and operated by the transmission Licensee in connection with transmission of electricity;

**“User”** shall have the same meaning as in the National Grid Code.

2. Any words or expressions used in the Act shall, unless the contrary intention appears, have the same meaning when used in these general conditions;
3. Except where the context otherwise requires, any reference to a numbered general condition reference, and reference to a Section is a reference to that Section or Schedule is a reference to the general condition or Schedule bearing that number in this licence, and any reference to a numbered paragraph is a reference to the paragraph bearing that number in the general conditions or Schedule in which the general conditions apply;
4. These general conditions shall have effect as if in relation to references to a licence holder who is a natural person, the words "it", "its" and "which" there are substituted by the words "he", "him", "his" and "whom", and cognate expressions shall be construed accordingly. Except where the context otherwise requires, a reference in a general condition to a paragraph is a reference to a paragraph of that condition and a reference in a paragraph to a sub-paragraph is a reference to a sub-paragraph of that paragraph;
5. In construing the general conditions, the heading or title of any general condition or paragraph shall be disregarded; and
6. Where any obligation under or pursuant to the licence is required to be performed by a specified date or within a specified period, and where the Single Buyer Licensee has failed so to perform by such date or within such period, such obligation shall continue to be binding and enforceable after the specified date or after the expiry of the specified period (but without prejudice to all rights and remedies available against the Single Buyer Licensee by reason of the Single Buyer Licensee's failure to perform by that date or within that period).

## CONDITION 2 - LICENSED ACTIVITIES

1. This Single Buyer Licence is granted pursuant to section 3 of the Act to authorise the Single Buyer Licensee to be responsible for the procurement of electricity and the management of the procurement of electricity and related services, including planning, scheduling and

settlement within the Republic of Mauritius throughout the term of this licence.

### CONDITION 3- DUTIES AND FUNCTIONS

1. The Single Buyer Licensee shall be responsible to:
  - (a) prepare, update and publish the Integrated Resource Plan;
  - (b) prepare and update the commercial codes and the performance standards;
  - (c) procure electricity to meet demand (and related services to meet the Operating Reserve requirements) at the least cost;
  - (d) facilitate security of electricity supply;
  - (e) monitor the adequacy of the supply of fuel to the holder of a Generation Licence as per the approved Fuel Supply Plan;
  - (f) promote transparency in the performance of its licensed activities under Condition 2; and
  - (g) to facilitate competition in the procurement of electricity from a generation licensee.
2. The Single Buyer Licensee shall be required to purchase electric power generated from bagasse, other renewable electrical energy sources or co-generation plants consistent with policy directives of the Minister.
3. The Single Buyer Licensee shall be allowed to recover all reasonable costs incurred by the Licensee to satisfy the requirements of paragraph (2).
4. The Single Buyer Business shall be independent of other licensed activities under the Act and shall not have any conflict of interest in the procurement of electricity.
5. The Single Buyer Licensee shall ensure optimal operation of the electrical system including its reliability, security and safety.
6. The Single Buyer Licensee shall provide the System Operations Licensee with all information that it possesses and which is necessary for the performance of the System Operations Licensee's obligations under the Act, license and the National Grid Code to ensure safe, reliable and efficient operation of the electricity services.

7. The Single Buyer Licensee shall ensure that it possesses the technical and financial capability, assets and human resources, and organisation structure to undertake its licensed activities under Condition 2 and its duties and functions under this Condition.
8. The Single Buyer shall, as soon as practicable, but in any event not more than thirty (30) days after it becomes aware of the fact, notify the Authority:
  - (i) if it is unable to conduct its licensed activity;
  - (ii) if the conduct of its licensed activity would or might lead to the breach of any of the conditions under this licence or materially affect delivery of electricity services to another licensee or customer; or
  - (iii) if there is any material change in circumstance that adversely affects or may adversely affect the performance of the licensed activity.

#### CONDITION 4 - TERM OF LICENCE

1. This Single Buyer Licence shall enter into force and effect on the [*INSERT DATE*] and expire on the [*INSERT DATE*].
2. The term of the Single Buyer Licence may be renewed subject to the conditions and procedures of the Electricity (Licensing, Registration and Fees) Regulations 2022 (as may be amended), provided the Single Buyer Licensee makes an application to the Authority on the online platform and provide such information as the Authority may require at latest 3 months before the expiry date.

#### CONDITION 5 - ANNUAL FEE

1. The Single Buyer Licensee shall pay the Authority an Annual Fee as prescribed in the Schedule of the Electricity (Licensing, Registration and Fees) Regulations 2022 (as may be amended), in respect of the period that the Single Buyer Licensee holds this licence.
2. The final amounts determined in accordance with paragraph 1 of this Condition shall be paid by the Single Buyer Licensee to the Authority in one instalment being due for payment by 31st July in each financial year based on the peak electricity demand in MW of the latest financial year, provided that if the Authority has not given notice of the amount, at least 15 days before the payment date stated above, the Single Buyer Licensee shall pay the amount due within 30 days from the actual giving of notice by the Authority to the Single Buyer Licensee (whenever notice is given).

3. When the Single Buyer Licensee fails to pay the amount determined in accordance with paragraph 1 of this Condition within 30 days of the due date set out in paragraph 2 of this Condition, it shall pay simple interest on the amount at the rate which is from time to time equivalent to the key rate published by the Bank of Mauritius plus 1% or, if there is no such key rate, such key rate as the Authority may designate for the purposes hereof.

#### CONDITION 6 - LEGAL AND REGULATORY COMPLIANCE

1. The Single Buyer Licensee shall not embark in unfair and anti-competitive practices in the electricity services industry.
2. The Single Buyer Licensee shall take all reasonable steps and do all such reasonable things, as are (in each case) within its powers and necessary or expedient order to comply with any direction made from time to time by the Authority.
3. The Authority may not make such a direction under paragraph 2 of this Conditions until it has undertaken such period of prior consultation with the Single Buyer Licensee (and such other persons as the Authority deems appropriate) as is reasonable in the circumstances. No direction made under paragraph 2 of this Condition shall be effective until a copy is served on the Single Buyer Licensee.
4. The Single Buyer Licensee shall comply with all laws, regulations, codes and standards of the Republic of Mauritius in so far as they are applicable to the licensed activity.
5. The Single Buyer Licensee shall not enter into any agreement that would breach any such law, regulation, code, standard or the General Terms and Conditions of the Licence.
6. The Authority may issue directions relieving the Single Buyer Licensee of its obligation under the Licence in respect of such parts of the relevant National Grid Code and to such extent and subject to such conditions as may be specified in those directions.
7. The Single Buyer Licensee shall give officers of the Authority or any person or persons duly authorised by the Authority access to the Single Buyer Licensee's System for the purposes of inspection under the Act.
8. The Single Buyer Licensee shall implement appropriate operational ring-fencing procedures to address any potential conflict of interest.

**CONDITION 7 - REGULATORY ACCOUNTS**

1. The Single Buyer Licensee shall keep separate regulatory accounts and prepare separate financial statement in respect of the Single Buyer activities for each financial year.
2. The accounts shall be kept in accordance with any requirement which applies to the Single Buyer Licensee's financial statements under the Financial Reporting Act.
3. The Single Buyer Licensee, when conducting his business activity in addition to the provision of an electricity service, shall keep separate accounts for those distinct activities, showing the financial affair of the Single Buyer Business so that the revenues, costs, assets, liabilities, capital, reserves and provisions thereof are separately identifiable in the books of the Single Buyer Licensee, in sufficient detail for the purposes of determination of the tariffs and the revenue requirements of the Single Buyer Licensee.
4. The Authority may, for reasons to be recorded in writing, order a special financial audit of the Single Buyer Licensee.

**CONDITION 8 – SHORT TERM SUPPLY CAPACITY ADEQUACY ASSESSMENT**

1. The Single Buyer Licensee shall conduct a short-term supply adequacy assessment and immediately notify the Authority and take appropriate actions in accordance with the Short-Term Supply Adequacy Plan if there is any short term and/or medium-term supply constraints resulting in a projected shortfall in generation capacity.
2. The Single Buyer Licensee shall develop and submit to the Authority, a Short-Term Supply Adequacy Plan for addressing any constraints, notified by the holder of a System Operations Licence, with respect to the development of the Day Ahead Dispatch Schedules, the Month Ahead Dispatch Schedules and the Three Years Ahead Dispatch Schedules.
3. The Short-Term Adequacy Supply Plan shall outline the steps to be taken by a user including the rescheduling of any planned (i) transmission system maintenance, (ii) distribution system maintenance or a generator maintenance, in consultation with the holder of a System Operations Licence.
4. The Single Buyer Licensee shall notify and discuss with the Authority if there is any expected shortfall in generation capacity and/or fuel supply to meet the forecasted demand in the Short-Term Adequacy Supply Plan.

**CONDITION 9 - PROHIBITION OF CROSS-SUBSIDIES**

1. Unless authorised by the Authority, the Single Buyer Licensee shall ensure that the business licensed by this licence does not give any subsidy or cross-subsidy (direct or indirect) to, nor receive any subsidy or cross-subsidy (direct or indirect) from, any other business of the Single Buyer Licensee and/or any Affiliate or related enterprise of the Single Buyer Licensee or any other person.

**CONDITION 10 – SINGLE BUYER TARIFF AND REVENUE REQUIREMENTS**

1. Within ninety (90) days of this Licence, the Single Buyer Licensee shall submit to the Authority a petition for determination of its tariff and revenue requirements under the Act.
2. The Single Buyer tariff shall be designed to recover all of the costs of the Single Buyer Licensee and shall comprise of the following components:
  - (i) a Generation Service Tariff component calculated in accordance with the tariff guidelines and methodology approved by the Authority and comprising all costs to the Single Buyer Licensee in purchasing electricity including energy payments, capacity payments, ancillary services and fuel costs provided for in the Power Purchase Agreements, the Energy Supply and Purchase Agreements, the Connection Agreements and any other agreements for the sale and/or purchase of electricity; and
  - (ii) a Single Buyer Operations Tariff component calculated in accordance with the tariff guidelines and methodology approved by the Authority and comprising all the operational costs incurred by the Single Buyer in undertaking its roles and performing its functions.
3. The Single Buyer Licensee shall prepare and submit the cost of energy, capacity and ancillary services purchased from a holder of a Generation Licence and/or an exempted person under the Act, as the case may be, to the Authority for approval.
4. The Single Buyer tariffs and its revenue requirements may be determined by the Authority periodically on annual or multi-year basis as deemed appropriate.

**CONDITION 11 - OTHER CHARGES**

1. Subject to applicable law, the Single Buyer Licensee shall have the right to petition the

Authority for a tariff adjustment or special charge to the extent that it incurs additional costs or expenses other than in the ordinary course of its business or which are not otherwise reflected in its published tariff.

2. Special charges recoverable by the Single Buyer Licensee may include additional costs or expenses resulting from (i) any change in the laws of the Republic of Mauritius which requires the Single Buyer Licensee to conduct its operations in a manner different from that provided in the Licence or (ii) a Force Majeure as defined in Condition 12. Any such adjustment or charge shall be without prejudice to any other adjustment or charge to which the Single Buyer Licensee may be entitled pursuant to applicable law but shall not result in any duplicative recovery of costs by the Single Buyer Licensee.
3. The Single Buyer Licensee may collect such other fees and charges as are authorised or required to be collected under applicable law.

#### CONDITION 12 - FORCE MAJEURE

1. The Single Buyer Licensee shall not be liable for its total or partial failure to perform any obligation under this Licence to the extent that such failure is a consequence of a force majeure (as defined by applicable law) or any other event or circumstance or combination of events or circumstances that the Authority finds to be beyond the reasonable control of the Single Buyer Licensee ("*Force Majeure*").
2. The Single Buyer Licensee's obligations hereunder shall be suspended to the extent necessary as a result of the Force Majeure and during the time such Force Majeure continues; provided, however, as a condition precedent for the suspension of the obligations, the Single Buyer Licensee notifies the Authority, with confirmation in writing, as promptly as possible.
3. Notwithstanding the above provisions, the occurrence of a Force Majeure shall not excuse the Single Buyer Licensee from making any payments required of it by law in a timely manner.

#### CONDITION 13 – COMMERCIAL CODES AND PERFORMANCE STANDARDS

1. The Single Buyer Licensee shall prepare commercial codes and performance standards covering all material aspects of its licensed activities under Condition 2 and shall submit such codes and standards to the Authority for its approval.

2. The Single Buyer Licensee shall conduct the Single Buyer Business in a manner which it reasonably considers to be best calculated to comply with the commercial codes and achieve the standards of performance set out from time to time in publications made by the Authority pursuant to section 21(2) of the Act.
3. The Single Buyer Licensee shall periodically review (including upon the request of the Authority) the commercial codes and its implementation. Following any such review the Single Buyer Licensee shall send to the Authority:
  - (a) a report on the outcome of such review;
  - (b) any proposed revisions to the commercial code from time to time as the Single Buyer Licensee (having regard to the outcome of such review) reasonably thinks fit for the achievement of the objectives referred to in the present condition; and
  - (c) any written representations or objections from a licensee (arising during the consultation process and subsequently maintained).
4. The Authority may, following the review under paragraph 3 of this Condition, issue directions requiring the Single Buyer Licensee to revise the commercial codes and the performance standards in such manner as may be specified in the directions, and the Single Buyer Licensee shall forthwith comply with any such directions.
5. The Single Buyer Licensee shall, on a monthly basis or at such intervals as the Authority may reasonably request, submit to the Authority a report, setting out in reasonable detail, information about the level of compliance with his obligations under the commercial codes and the performance standards.
6. The Authority may, from time to time (following consultation with the Single Buyer Licensee), issue directions relieving the Single Buyer Licensee of its obligations to implement or comply with, or to enforce against any other person any provision of, the commercial codes and the performance standards in respect of such parts of the Single Buyer Licensee's activity to such extent as may be specified in the directions.

#### CONDITION 14 - PROVISION OF INFORMATION

1. Subject to paragraphs 2 and 3 of this Condition, the Single Buyer Licensee shall furnish to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall provide and furnish to it such reports, as the Authority may



reasonably require or as may be necessary for the purpose of performing the functions conferred on it by or under the Act.

2. The Single Buyer Licensee shall, if so requested by the Authority, give reasoned comments on the accuracy and text of any information or advice (so far as relating to its activities as holder of a Single Buyer licence) which the Authority proposes to publish pursuant to the exercise of its duties and functions under section 26 of the Utility Regulatory Act (as amended).
3. This condition shall not require the Single Buyer Licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before a court.
4. The Single Buyer Licensee shall not destroy, tamper, or conceal any information book, accounts, or other document likely to be required in relation to a request made by the Authority.
5. The power of the Authority to call for information under paragraph 1 of this Condition is in addition to the power of the Authority to call for information under or pursuant to any other condition. There shall be a presumption that the provision of information in accordance with any other condition is sufficient for the purposes of that condition, but that presumption shall be rebutted, if the Authority states in writing that in its opinion such further information is, or is likely to be, necessary to enable it to exercise functions under the condition in question.

#### CONDITION 15 - RESTRICTION ON USE OF CERTAIN INFORMATION

1. The Single Buyer Licensee shall preserve the confidentiality of commercially sensitive information held and/or obtained by it in carrying on the Single Buyer Business.
2. The Single Buyer Licensee shall prevent information about its own activities which may be commercially advantageous being disclosed in a discriminatory manner.
3. The Single Buyer Licensee shall implement such measures and procedures and take all such other steps as it reasonably considers and/or shall be specified in directions issued by the Authority from time to time to be necessary for the purpose of securing compliance by the Single Buyer Licensee with its obligations under paragraph 1 of this Condition.
4. The Single Buyer Licensee shall ensure that confidential information is only disclosed to authorised recipients, classes of authorised recipients or authorised advisers.

5. Paragraphs 1, 2 and 4 shall not apply to:
  - a) any confidential information which, before or after it is furnished to the Single Buyer Licensee's employees, is in the public domain; or
  - b) the disclosure of any confidential information:
    - (i) in compliance with the duties of the Single Buyer Licensee under the Act or any other requirement of a competent authority; or
    - (ii) in compliance with the Conditions granted in this Licence or any document referred to in this Licence with which the Single Buyer Licensee is required by virtue of the Act or this Licence to comply; or
    - (iii) in compliance with any other requirement of law; or
    - (iv) pursuant to any judicial or other arbitral process or tribunal of competent jurisdiction; or
    - (v) necessary in order to enable the Single Buyer Licensee to carry on the Single Buyer Business; or
  - c) any confidential information to the extent that the Single Buyer Licensee is expressly permitted or required to disclose that information under the terms of any agreement or arrangement with the relevant person to whose affairs such confidential information relates.
6. Without prejudice to the other provisions of this Condition, the Licensee shall, when procuring any additional copies made of the confidential information, whether in hard copy or computerised form, clearly identify the confidential information as confidential.
7. The Single Buyer Licensee shall take all reasonable measures to prevent (so far as the Single Buyer Licensee can so require) any person who is or ceases to be employed by the Single Buyer Licensee from disclosing confidential information.
8. The Single Buyer Licensee shall take all reasonable steps to ensure that every authorised adviser, consultant, director or member of staff to whom the Single Buyer Licensee discloses confidential information does not:
  - (a) use that confidential information for any purpose other than that for which it was provided; and
  - (b) disclose that confidential information otherwise than in accordance with the provisions of this Condition, such authorised adviser, consultant, director or member of staff of

the Single Buyer Licensee having first been duly authorised by the Single Buyer Licensee to disclose the confidential information.

#### CONDITION 16 - ANNUAL GENERATION SERVICE REPORT

1. The Single Buyer Licensee shall submit an annual report to the Authority within one month of the close of the financial year along with the following information and documents:
  - (a) details of the Generation Licensees or persons exempted under the Act from whom electricity was procured;
  - (b) details of the unaudited volumes of electricity, capacity and ancillary services procured from each Generation Licensees or persons exempted under the Act;
  - (c) details of the unaudited amount paid to each Generation Licensees or persons exempted under the Act during the financial year, supported with documentary evidence;
  - (d) details of the technical performance of each Generation Licensees having an installed capacity above 2 MW including the availability, the volume of fuel consumed, compliance with dispatch instructions from the System Operations Licensee, penalties and fines recovered by the Single Buyer Licensee;
  - (e) details of Generation Licensees or persons exempted under the Act, if any, who have defaulted during the financial year along with the nature and amount of the defaults and actions taken by the Single Buyer Licensee; and
  - (f) any such information the Authority may require.
2. The Single Buyer Licensee shall update and submit the annual report in paragraph (1) of this Condition within one month of the submission of the auditor's certificate for the financial year.

#### CONDITION 17 - DUTY OF NON-DISCRIMINATION

3. The Single Buyer Licensee shall perform the Single Buyer Business reliably, transparently, objectively, independently and in a non-discriminatory, fair and unbiased manner.
4. In the carrying out of its functions under this Licence, the Single Buyer Licensee shall not discriminate unfairly between persons or classes of persons, or between system users or classes of system users, particularly in favour of its subsidiaries, associated or affiliated undertakings, joint ventures or shareholders.
5. The Single Buyer Licensee shall establish a compliance programme on the measures taken to ensure that discriminatory conduct by it or its employees is prevented, which shall include specific obligations imposed on its employee to prevent discrimination.

6. The Single Buyer Licensee shall report to the Authority at intervals of not more than one year, in such form as the Authority determines, specifying the measures taken and the level of compliance in relation to paragraph 1 of this Condition. The report shall be published by the Single Buyer Licensee in such a manner as shall be determined by the Authority.

#### CONDITION 18 - METERING

1. The Single Buyer Licensee shall be responsible for the installation, ownership and maintenance of metering equipment in accordance with the National Grid Code. The Single Buyer Licensee shall have the right to access such metering equipment to prepare invoices and to check the accuracy of the equipment.
2. The metering equipment shall be in accordance with the National Grid Code.

#### CONDITION 19 – INTEGRATED RESOURCE PLAN

1. The Single Buyer Licensee shall prepare and submit to the Authority for approval an Integrated Resource Plan in accordance with the System Operations Code.
2. The Single Buyer Licensee shall revise the Integrated Resource Plan annually in order that the information set out in the Integrated Resource Plan continues to be accurate in all material aspects and shall submit all revisions in, January each year, to the Authority for approval.
3. The Single Buyer Licensee shall:
  - (a) engage in a public consultation process, including any other form of consultation that the Authority may direct, before submitting the Integrated Resource Plan in paragraph (1) of this Condition to the Authority for approval; and
  - (b) report in writing to the Authority on the results of the process in (a) not later than when submitting the Integrated Resource Plan to the Authority for approval.
4. Where, and to the extent, required by the Authority, the Single Buyer Licensee shall amend the Integrated Resource Plan and shall submit such amended plan to the Authority for approval.
5. The Single Buyer Licensee shall publish and make available the Integrated Resource Plan on its website.

6. The Authority may, from time to time, give directions to the Single Buyer Licensee in respect of:
  - (a) the matters to be specified in the Integrated Resource Plan; and
  - (b) the review and revision by the Single Buyer Licensee, from time to time, of the Integrated Resource Plan.
7. The Single Buyer Licensee shall comply with directions given by the Authority under paragraph 6 of this Condition.

#### CONDITION 20 – CONTRACTING FOR NEW GENERATION CAPACITY

1. The Single Buyer Licensee shall develop requests for proposals documents, including Power Purchase Agreements or any other agreements, to tender for new generation capacity in accordance with the Integrated Resource Plan in Condition 21 and submit the documents to the Authority for approval.
2. In the event the Single Buyer Licensee develops schemes or arrangements in line with Government Policy to procure new generation capacity, all documents pertaining to the schemes shall be developed by the Single Buyer and submitted to the Authority for approval.
3. The Authority may, within 1 month following the submission of the documents under paragraphs 1 and 2 of this Condition, issue directions requiring the Single Buyer Licensee to revise the documents in such manner as may be specified in the directions, and the Single Buyer Licensee shall forthwith comply with any such directions. The Authority shall approve the documents within 1 month after the receipt of all information or revisions from the Single Buyer Licensee.
4. The Single Buyer Licensee shall publish the proposals documents on its website or any other website of wide circulation to allow promoters to submit proposals.
5. The Single Buyer Licensee shall identify preferred tenderers and negotiate the final terms and conditions of the Power Purchase Agreements or any other agreements. The Single Buyer shall seek the approval of the Authority on the final terms and conditions of the agreements following the tendering exercise and/or publication of schemes or arrangements for the contracting of new capacity.

6. In the event that a tenderer or an applicant considers that the terms and conditions of any agreement is not aligned with electricity industry standards in the Republic of Mauritius and/or financial acceptability/bankability, he may notify the Authority for determination of the terms and conditions of the agreement subject to applicable laws.
7. The Single Buyer Licensee shall submit a hard and a soft copy of the executed version of the Power Purchase Agreements or any agreements to the Authority.
8. The Single Buyer Licensee shall not amend any agreement entered into pursuant to this Condition without obtaining the prior written approval of the Authority.
9. The Single Buyer Licensee shall comply with the relevant provisions of a Power Purchase Agreement or any other agreement entered into pursuant to this Condition.

#### CONDITION 21 – BULK SUPPLY AGREEMENT

1. The Single Buyer Licensee shall develop and submit to the Authority, for its approval, a Bulk Supply Agreement, for the bulk supply and sale of electricity to the holder of a Distribution Licence. The tariff under the Bulk Supply Agreement shall be based on the allowed revenue requirement determined by the Authority.
2. The Authority may, within 1 month following the submission of the Bulk Supply Agreement under paragraph 1 of this Condition, issue directions requiring the Single Buyer Licensee to revise the agreement in such manner as may be specified in the directions, and the Single Buyer Licensee shall forthwith comply with any such directions.
3. The Authority shall approve the Bulk Supply Agreement within 1 month after the receipt of all information or revisions from the Single Buyer Licensee.
4. The Single Buyer Licensee shall submit a hard and a soft copy of the executed Bulk Supply Agreement or any amended thereof to the Authority.
5. The Single Buyer Licensee shall not amend the Bulk Supply Agreement entered into pursuant to this Condition without obtaining the prior written approval of the Authority.
6. The Single Buyer Licensee shall comply with the relevant provisions of the Bulk Supply Agreement entered into pursuant to this Condition.

**CONDITION 22: SERVICE LEVEL AGREEMENTS (SLAS) FOR IDENTIFIED SHARED AND CORPORATE SERVICES**

1. Where corporate or other services are provided to the Single Buyer Licensee from elsewhere within the Single Buyer Licensee's organisation, these services shall be provided under Service Level Agreements (SLAs) negotiated between the Single Buyer Licensee and the appropriate other parts of the Single Buyer Licensee's organisation. Each SLAs shall include cost transfer arrangements that comply with the guidelines established by the Authority for the allocation of such costs and arrangements for the protection of information.
2. The Single Buyer Licensee shall, within 3 months of the date of this License, enter into SLAs with the relevant corporate service provider departments of the Single Buyer Licensee's organisation for the continued provision of the services such as human resources, finance, legal services, procurement and logistics, internal auditing, information and communication technology, buildings infrastructure developments, etc.
3. Currently the Single Buyer Licensee occupies part of the Single Buyer Licensee's organisation buildings which may be occupied by other licensees. Consideration shall be given to facilities management services associated with these buildings (security, cleaning, telephone, power supply, etc).

**CONDITION 23 - EMERGENCY**

1. As soon as practicable and following the granting of this Licence, the Single Buyer Licensee shall develop and submit to the Authority an emergency action plan to address emergencies that may arise in connection with the operation of the Licence. For the purposes of this Condition, an emergency shall mean any condition and/or situation that materially and adversely affects the operation and activities of the Single Buyer Licensee.
2. The Authority shall review and may require amendment of the plan submitted by the Single Buyer Licensee prior to approval. The approved plan shall then be in effect.
3. The Single Buyer Licensee shall notify the Authority as promptly as practicable of any emergency or any other major incident (as may be further defined by the Authority) that results in a significant interruption in the operation and activities of the Single Buyer Licensee. Within two months of such notice, the Single Buyer Licensee shall submit a report giving full details of the event and its cause. The Authority may require an independent consultant to prepare its own report.

4. Notwithstanding paragraph 2 of this Condition the Single Buyer Licensee may interrupt its operation and activities subject to applicable laws.

#### CONDITION 24 - ECONOMIC PURCHASING OF ASSETS AND SERVICES

1. The Single Buyer Licensee may make investments or purchase assets and services at arms-length terms, provided that any such investment or purchase is for the purpose of any activity authorised or required by this Licence and meets all requirements of applicable law.
2. Any agreements for any investment or purchase of assets and services shall be entered into pursuant to an open, competitive process to the extent required under applicable law.
3. The Single Buyer Licensee shall provide notice to the Authority of any major investment or purchase of assets and services at least thirty days prior to the relevant agreement(s) becoming binding on the Single Buyer Licensee.
4. A major investment or purchase of assets and services shall be deemed to be a transaction or a connected series of transactions with an aggregate transaction value exceeding MUR 100 million.

#### CONDITION 25 - RELEVANT ASSETS

1. The Single Buyer Licensee shall prepare and maintain a register of all relevant assets in a form specified by the Authority from time to time. The Single Buyer Licensee shall provide the Authority with such a register and within such time frame as the Authority may direct and shall provide the Authority with an updated version of such register annually.
2. The Single Buyer Licensee shall obtain prior written consent from the Authority for the disposal of or relinquishment of operational control over any relevant asset if the disposal or relinquishment of control would adversely affect its ability to discharge its obligations under the Act or the carrying on of activities authorised or required under this Licence.
3. The Authority shall issue directions from time to time requiring the Single Buyer Licensee to give prior written notification to the Authority of proposed disposals of relevant assets of a specified description and these directions may include a direction that certain categories of such disposals may not take place until either the Authority has expressly agreed to them or a specified time period has elapsed.



CONDITION 26 - ENVIRONMENTAL PRESERVATION

1. The Single Buyer Licensee shall comply with and adhere to applicable national environmental standards and practices during the term of this Licence to protect and preserve the environment.
2. The Single Buyer Licensee shall ensure that all contracts, agreements or proposal documents when contracting for new capacity promote the conservation of resources and promote the adhesion to environmental standards.

CONDITION 27 - HEALTH AND SAFETY

1. The Single Buyer Licensee shall comply with and adhere to applicable health and safety standards and practices during the term of this Licence to protect its employees.
2. The Single Buyer Licensee shall ensure that all contracts, agreements or tenders proposed when contracting for new capacity promote health and safety in the energy sector.

CONDITION 28 - SUSPENSION

1. The Authority may, at any time, suspend the Licence by giving not less than 14 days' notice in writing to the Single Buyer Licensee:
  - (a) if any amount payable under Condition 5 (Annual Fee) is unpaid 30 days after it has become due and remains unpaid for a period of 30 days after the Authority has given the Single Buyer Licensee notice that the payment is overdue, provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable becomes due;
  - (b) if the Single Buyer Licensee fails to comply with an order (within the meaning of section 38 of the Act) or directions and such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the Single Buyer Licensee, provided that no such notice shall be given by the Authority before the proceedings are finally determined;
  - (c) if the Single Buyer Licensee fails to pay any financial penalty (within the meaning of sections 36, 38, 40 or 44 of the Act) by the date for such payment and such payment is not made within 3 months after the Authority has given notice in writing of such failure by the Single Buyer Licensee, provided no such notice shall be given before any proceedings are finally determined;
  - (d) if the Single Buyer Licensee fails to pay any amount due to the Authority payable as part of an award or any costs determined as part of an interim award howsoever payable

- by the due date specified in either such award; or
  - (e) if the Single Buyer Licensee fails to conduct the licensed activity in accordance with the terms and conditions of the Licence, the provisions of the Act and any regulatory instruments thereunder and does not immediately take all appropriate means to remedy the failure.
2. Without prejudice to paragraph 1, the Authority may forthwith suspend the licence on any ground specified in paragraph 1 where –
    - (a) the Authority considers that it is in the public interest to do so; and
    - (b) the urgency of the matter so requires.
  3. A suspension effected under paragraph 2 shall lapse after 21 days unless –
    - (a) the suspension has been revoked prior to that period; or
    - (b) a notice has been served under paragraph 1 during that period.

#### CONDITION 29 - AMENDMENT AND REVOCATION

1. The Authority may, at any time, on a complaint by any interested party or on its own initiative, amend the terms of, or revoke the Licence by giving not less than 14 days' notice (24 hours' notice in the case of a revocation under paragraph (e) of this Condition) in writing to the Single Buyer Licensee stating the reasons for which it proposes to do so and to allow the Single Buyer Licensee to make any written representations to object to the proposal:
  - (a) if the Single Buyer Licensee agrees in writing with the Authority that the Licence should be amended or revoked;
  - (b) if any amount payable under Condition 5 (Annual Fee) is unpaid 30 days after it has become due and remains unpaid for a period of 90 days after the Authority has given the Single Buyer Licensee notice that the payment is overdue – provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable becomes due;
  - (c) if the Single Buyer Licensee fails –
    - (i) to comply with an order (within the meaning of section 38 of the Act) or directions and such failure is not rectified to the satisfaction of the Authority within 3 months after the Authority has given notice in writing of such failure to the Single Buyer Licensee – provided that no such notice shall be given by the Authority before the proceedings are finally determined;
    - (ii) to pay any financial penalty (within the meaning of sections 36, 38, 40 or 44 of

- the Act) by the date for such payment and such payment is not made within 3 months after the Authority has given notice in writing of such failure by the Single Buyer Licensee – provided no such notice shall be given before any proceedings are finally determined; or
- (iii) to pay any amount due to the Authority payable as part of an award or any costs determined as part of an interim award howsoever payable by more than 90 days following the due date specified in such award.
- (d) if the Power Sale Agreement with the holder of the Distribution Licence is terminated.
- (e) if the Single Buyer Licensee –
- (i) contravenes the Act;
  - (ii) has ceased to carry on this activity;
  - (iii) has repeatedly failed to provide the electricity service for which it has been licensed;
  - (iv) fails to conduct the licensed activity in compliance with the terms and conditions of the Licence, the provisions of the Act and any regulatory instruments thereunder, without remedying such failure within a reasonable period of time and fails to remedy such failure within a reasonable period of time; or
  - (v) has submitted false information when making its application for the Licence.
- (f) if the Single Buyer Licensee –
- (i) is unable to pay its debts (within the meaning of Part II of the Insolvency Act);
  - (ii) passes a resolution for Voluntary Winding Up (within the meaning of Part III of the Insolvency Act); or
  - (iii) is subject to Winding Up by a court of competent jurisdiction (within the meaning of section 401 of the Insolvency Act).
- (g) if the Single Buyer Licensee transfers, assigns or otherwise cedes control of the Licence without prior written consent of the Authority.
2. Without prejudice to paragraph 1, the Authority may forthwith revoke the licence on any ground specified in paragraph 1 where –
- (a) the Authority considers that it is in the public interest to do so; and
  - (b) the urgency of the matter so requires.

### CONDITION 30 – DISPUTES

1. Any disputes pertaining to this Licence or the Single Buyer Licensee’s performance in this Licence may be resolved amicably between representatives of the Single Buyer Licensee and the Authority.

2. If a dispute in paragraph (1) is not resolved amicably within 30 business days, the dispute may be referred to an expert acceptable to the Single Buyer Licensee and the Authority. The expert shall give his decision within 30 business days after having received all information from both parties.

CONDITION 31 – INSURANCE

1. The Single Buyer Licensee shall maintain with financially sound and reputable insurers, insurance and reinsurance with respect to its Single Buyer Business that is adequate in relation to the standard in the electricity industry.

CONDITION 32 – DEROGATIONS

1. The Single Buyer Licensee may apply to the Authority for a derogation relieving the Single Buyer Licensee of its obligations under this License to such an extent, for such period of time, and subject to such conditions as may be specified by the Authority by direction after consulting the Single Buyer Licensee.

CONDITION 33 - CORRESPONDENCE

1. Any correspondence or notice to be given under any of these terms and conditions by both parties shall be in writing and shall be deemed to have been properly served if hand-delivered or sent by registered post at the address set out below or such other address which may be from time to time specified in writing to each other -

**Single Buyer Licensee:**

The Director

**(insert name of company)**

**(insert address)**

Telephone: **(insert no)**

Email: **(insert email address)**

**Authority:**

Chief Executive Officer

The Utility Regulatory Authority

One Exchange Square

Level 8, Tower A, Wall Street

Ebene Cybercity, Mauritius

Telephone: +230 454 8070/454 8079

2. Any notice given under the provisions of paragraph (1) shall be deemed to have been duly served and received -
  - (a) at the actual time of delivery, if delivered personally;
  - (b) **seven (7) working days** subsequent to the date of postage, if sent by registered post.

CONDITION 34 - WHOLE LICENCE

1. This License constitutes the entire license and supersedes all prior understandings and agreements between the Single Buyer Licensee and the Authority.