

Agreement for Net-metering/ Bi-directional metering of Solar PV Project

This Agreement is made and entered into at -----(TPNODL office name) on-----
----- (date) between the eligible consumer_____
(Consumer name) , residing at _____(address name) and

TP Northern Odisha Distribution Limited, having its registered office at Januganj, Remuna Golei, Balasore-756019, hereinafter referred to as Distribution Licensee.

WHEREAS, the Distribution Licensee agrees to benefit the eligible consumer for the electricity generated from his Solar Rooftop PV Power Plant of _____KW (Inverter Capacity= _____ KW) Solar Rooftop PV Power Plant at premises of _____bearing Consumer _____under Electrical Section _____and as per conditions of this agreement and net-metering/ bi-directional metering orders issued by the Odisha Electricity Regulatory Commission;

Both the party hereby agrees to as follows:

1. Eligibility

- 1.1 Eligibility for net-metering/ bi-directional metering has been as specified in order No. OERC-Engg. 02/2010/(Vol-IV)/1131 Dated :19.08.2016 on net metering/bi-directional metering & their connectivity with respect to solar PV projects further amended vide OERC order dated 17.01.2018. Eligible consumer is required to be aware and understood, in advance, of the standards and conditions of his system for being integrated into distribution system in conformity with the order of the Commission and other conditions mentioned.

2. Commencement and Term of Agreement

- 2.1** This Agreement shall become Effective from the date of charging of aforesaid solar PV Power Plant (hereafter referred to as “Effective Date”) and shall continue for the period 25 years, unless terminated prematurely in accordance with Clause 9 herein.

3. Technical and Interconnection Requirements

- 3.1** The eligible consumer agrees that his solar PV Project and net' metering/ bi-directional metering system will conform to the standards and requirements specified in the following Regulations and codes as amended from time to time.
- a) CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013 and amendments thereto.
 - b) Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 and amendments thereto.
 - c) OERC Distribution (Conditions of Supply) Code, 2004,2019 and amendments thereto.
- 3.2** Eligible consumer agrees that he has installed / will install, prior to connection of Photovoltaic system to Distribution Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Licensee to have access to and operation of this, if required and for repair and maintenance of the distribution system.
- 3.3** Eligible consumer agrees that in case of a power outage from Distribution Licensee's system the photo voltaic plant will not inject any power into Licensee's distribution system and also ensures that automatic isolation or islanding protection of Solar Rooftop PV Power system.
- 3.4** All the equipment connected to distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and amendments thereto.
- 3.5** Eligible consumer agrees that licensee will specify the interface/inter-connection point and metering point.
- 3.6** Eligible consumer and licensee agree to comply with the relevant CEA regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage frequency, flicker etc.,
- 3.7** Due to Distribution Licensee's obligation to maintain a safe and reliable distribution system, eligible consumer agrees that if it is determined by the Distribution Licensee that eligible consumer's photovoltaic system either causes damage to and/or produces adverse effects on other consumers or Distribution Licensee's assets, eligible consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Distribution Licensee and correct the problem at his own expense prior to a reconnection.

- 3.8 Approved drawing and diagrams showing important protection and control feature shall be amended as and when any changes are made by consumers in the distributed generation resource or interconnection facility.
- 3.9 The Divisional Engineer shall prepare a site responsibility schedule at every interconnection point along with the other information as define in clause No-12(II) and Clause No-12(III) of CEA (Technical standards for Connectivity of the Distributed Generation Resources) Regulation,2010.

4. Clearances and Approvals

- 4.1 The eligible consumer agrees to obtain all the necessary approvals and clearances (environmental and grid connected related) before connecting the photovoltaic system to the distribution system.

5. Access and Disconnection

- 5.1 Distribution Licensee shall have access to metering equipment and disconnecting means of photovoltaic system, both automatic and manual, at all times.
- 5.2 In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, Distribution Licensee may disconnect service to the premise.

6. Liabilities

- 6.1 Eligible consumer and Distribution Licensee will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Distribution Licensee's distribution system.
- 6.2 Distribution Licensee and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 6.3 Distribution Licensee shall not be liable for delivery or realization by eligible consumer for any fiscal or other incentive provided by the Central/State government beyond the scope specified by the Commission in its relevant Order.

7. Commercial Settlement

- 7.1 All the commercial settlement under this agreement shall follow the Net metering order issued by the OERC.

8. Connection Costs

- 8.1 The eligible consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The eligible consumer agrees to pay the

actual cost of modifications and upgrades to the service line required to connect photovoltaic system in case it is required.

9. Termination

- 9.1 The eligible consumer can terminate agreement at any time by providing Distribution Licensee with 90 days prior notice.
- 9.2 Distribution Licensee has the right to terminate Agreement on 30 days prior written notice, if eligible consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach.
- 9.3 The consumer agrees that upon termination of this Agreement, he must disconnect the photovoltaic system from Distribution Licensees distribution system in a timely manner and to Distribution Licensee's satisfaction.

10. Governing Law

- 10.1 This agreement has been executed and delivered in India and its interpretations, validity and performance shall be construed and enforced in accordance with the laws of India and also the laws applicable to the State of Odisha.
- 10.2 Any dispute arising out of compliance/on-compliance of this agreement shall be exclusively under the jurisdiction of court at Bhubaneswar and the High Court of Orissa at Cuttack.

11. Dispute Resolution

- 11.1 Either party shall be entitled to raise any dispute or difference of whatever nature arising under, out of or in consultation with this agreement including its existence or validity by giving written notice to the other party, which shall contain:
 - (i) The details of the Dispute;
 - (ii) The grounds for such Dispute; and
 - (iii) All documentary evidence in support of its claim.

The Other party shall within a period of thirty (30) days of receipt of dispute notice issued under Clause 11.1, furnish:

- (i) Counter claim and defense if any regarding the Dispute; and
 - (ii) All documentary evidence in support of its defenses and counter claim.
- 11.2 Both the parties shall constitute a Dispute Resolution Body having equal representation from each of the parties. The dispute or difference arising under this agreement shall be referred for resolution to this body, which shall communicate its decision within thirty (30) days.
- 11.3 In case of non-settlement of dispute by Dispute Resolution Body as mentioned in Clause 11.2, the same shall be referred to the Arbitral Tribunal comprising of a single arbitrator which shall be appointed by mutual consent of both the parties within 7 (seven) days of the request of the notice to start arbitration proceedings. If either party does not respond to the

request for mutual appointment of arbitrator within the aforesaid 7 (seven) days or where no consensus is arrived at between the parties on the choice of arbitrator, the arbitral tribunal shall be appointed by Arbitral Institutions designated by the High Court. The award passed by the arbitral tribunal shall be binding on both the parties. The arbitration shall be in Odisha and in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force.

12. Force Majeure

- 12.1 If either party is unable to wholly or partly perform on time any obligation under this agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.
- 12.2 A party affected by a Force Majeure Event shall use all reasonable endeavors to remove the effect of each Force Majeure Event affecting its performance of this agreement.
- 12.3 Subject to clause 12.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including:
- (a) Its nature and likely duration
 - (b) The obligations affected by it and the nature and extent of its effect on those obligations
 - (c) The steps taken to remove, overcome or minimize its effect.

13. Change to Agreement

- 13.1 The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a result of any amendments in the Act or Regulations made thereunder.
- 13.2 All the amendments shall be in the written format duly signed by both the parties.

IN WITNESS WHEREOF the parties hereto have set subscribed their respective hands and seals to this presents and the day and the year hereinabove mentioned. For & on the behalf of

Name & Signature
Eligible Consumer

Name & Signature
Distribution Licensee

In the presence of:
(Witness)

- 1.
- 2.

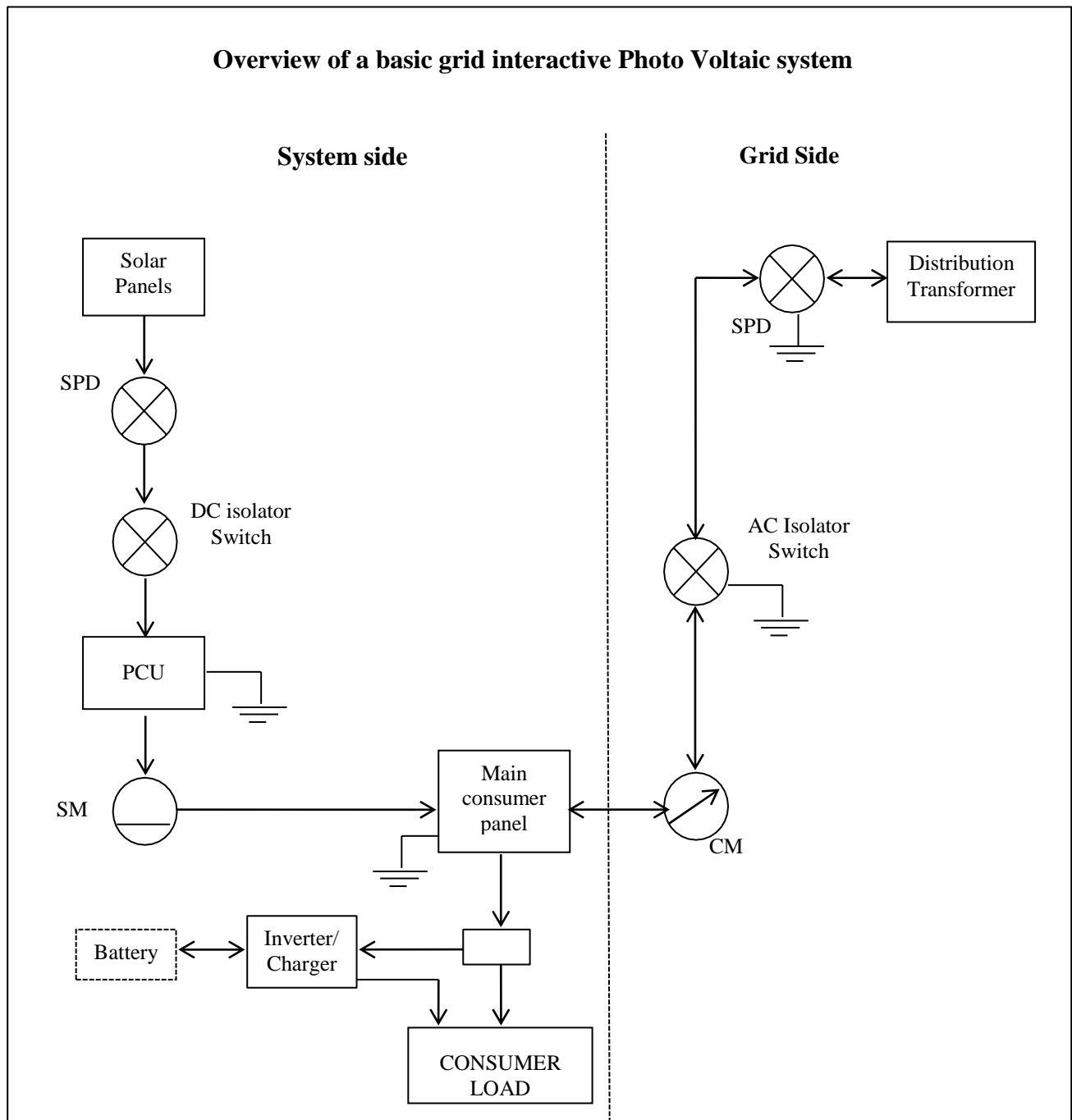
In the presence of
(Witness)

- 1.
- 2

14. Technical Details

14.1 The agreement is signed technical details of the Roof-top Solar PV System and the technical details of its interconnection with the network of Distribution Licensee, along with the Single Line Diagram of the same are included in **Annexure – 1**, attached hereto.

Annexure- 1



SPD- Surge Protective Device, PCU- Power Conditioning Unit, SM-Solar Generation Meter, CM- Consumer Meter (Net meter or Bi-directional meter)

- * A separate/wiring arrangement should be made from inverter/charger to the consumers critical load.
- * The actual connectivity diagram may vary depending upon site specification.