

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

This Agreement is made and entered into at _____ (“**Effective Place**”) on this _____ day of _____ Two Thousand Twenty Three (“**Execution date**”)

BETWEEN

_____ having its registered office at _____, hereinafter referred to as “**Eligible Consumer**”.

AND

_____, TP Central Odisha Distribution Limited, (CIN No. U40100OR2020SGC032901), a company incorporated under the Companies Act, 2013 and a distribution licensee engaged in the business of distribution and retail supply of electricity in Central Odisha, having its Registered office at Power House Square, Unit – 8, Bhubaneswar, Khordha, Odisha, 751012 hereinafter referred to as “**Licensee**”.

WHEREAS, the Licensee agrees to benefit the Eligible Consumer for the electricity generated from his Solar Rooftop PV Power Plant of _____KW (Inverter Capacity =__ KW) (hereinafter “**Solar Power Plant**”) situated at premises of _____ bearing CA No. _____ under Electrical Section _____ and as per conditions of this agreement and net-metering/ bi-directional metering orders and other applicable Regulations issued by the Odisha Electricity Regulatory Commission (hereinafter “**OERC**”);

Both the parties hereby agree to as follows:

1. Definitions

- a) **Eligible Consumer:** means a consumer of electricity in the area of supply of the Licensee, who uses a self-owned or third party owned solar power plant, to offset part or all of the consumer's own electricity requirements.

- b) **Net-metering:** means a mechanism whereby solar energy exported to the Grid from Grid Interactive Solar Power Plant of a Prosumer is deducted from energy imported from the Grid in units (kWh) to arrive at the net imported or exported energy and the net energy import or export is billed or credited or carried-over by the Licensee by using a single bidirectional energy meter for net-metering at the point of supply
- c) **Prosumer:** means a Consumer of electricity in the area of supply of the Licensee, who uses a self-owned or third party-owned Solar Power System installed at the Consumer's premises, to offset part or all of the Consumer's electricity requirements and can also inject electricity into the Grid using same point of supply.

2. Eligibility

- 2.1. The Eligible Consumer does hereby confirm that he/she is aware, in advance, of the standards and conditions the Solar Power Plant has to meet for being integrated into grid/distribution system.
- 2.2. The Eligible Consumer agrees that connection of the Solar Power Plant to distribution system of the Licensee shall conform to the requirements specified in OERC Distribution (Conditions of Supply) Code 2019 as amended from time to time and order dated 19.08.2016 of OERC on Net Metering/Bi-directional metering and their connectivity with respect to solar PV projects as amended on 05.05.2022 and subsequent amendments from time to time (hereinafter "**OERC Order**").

3. Commencement and Term of Agreement

This Agreement shall become Effective from the date of charging of aforesaid Solar 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.

4. Technical and Interconnection Requirements

- 4.1. The Eligible Consumer agrees that he/she has installed/will install, prior to connection of Solar Power Plant with distribution system of the Licensee, an isolation device (both automatic & inbuilt within inverter and external manual relays) and agree for the Licensee to have access to and operation of this, if required, for repair and maintenance of the distribution system.
- 4.2. The Eligible Consumer agrees that in case of a power outage in the Distribution system, the Solar Power Plant will shut down, unless special transfer and isolating facility have been installed on the Solar Power Plant.
- 4.3. Technical specifications of Gross meter and renewable energy meter shall conform to CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
- 4.4. All the equipment connected to distribution system shall comply with relevant International (IEEE/EC) or Indian Standards (BIS) and installations of electrical equipment must comply with CEA (Measures relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time and Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013 as amended from time to time.
- 4.5. The Eligible Consumer agrees that the Licensee will specify the interface/interconnection point and metering point.
- 4.6. The Eligible Consumer agrees to adhere to the power quality measures as per International or Indian Standards and/or other such measures as directed by OERC/Licensee.
- 4.7. The Eligible Consumer agrees to furnish all data such as voltage, frequency and location of breaker & isolator in his/her system, as and when required by the Licensee. The Eligible Consumer shall also provide facilities for online transfer of the real time operational data.
- 4.8. The Eligible Consumer shall obtain requisite approvals, in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity of Distributed Generation Resources) Regulations, 2013 as amended from time to time for commissioning of the Renewable Energy System and submit copies of the same to the Licensee.
- 4.9. The Eligible Consumer agrees that Licensee may keep the entire information regarding application and registration of the Renewable Energy System on its website or web portal for transparency and convenience.

5. Safety:

- 5.1. Eligible Consumer shall comply with the provisions of Electricity Act, 2003, Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations 2023 and other applicable Regulations as amended from time to time.
- 5.2. The Eligible Consumer agrees that the design, installation and operation & maintenance of the Solar Power Plant shall be carried out in such a manner that the safety and reliability of the Solar Power Plant as well as the distribution system is maintained.
- 5.3. Since the obligation of the Licensee is to maintain a safe and reliable distribution system, the Eligible Consumer agrees that if its Solar Power Plant has any adverse effect on the distribution systems, the Eligible Consumer will have to disconnect Solar Power Plant immediately from the distribution system as per direction of the Licensee and rectify the defect at its own expense before reconnection for which written permission of Licensee has to be obtained.
- 5.4. The Eligible Consumer agrees that any change/ alteration/ modification/ addition of new capacity in the Solar Power Plant (post Gross Metering) shall be carried out only with prior permission of Licensee.

6. Clearances and Approvals

The Eligible Consumer agrees to obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the Solar Power Plant to the distribution system.

7. Access and Disconnection

- 7.1. Licensee shall have access to metering equipment and disconnecting means of Solar Power Plant, both automatic and manual, at all times.
- 7.2. In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, the Licensee may disconnect service to the premises.

8. Liabilities

- 8.1. Eligible Consumer and Licensee will indemnify each other for damages or adverse effects from the other party's negligence or intentional misconduct in the connection and operation of Solar Power Plant or Licensee's distribution system.
- 8.2. 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.
- 8.3. Licensee shall not be liable for delivery or realization by the Eligible Consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified in the OERC Order.

9. Commercial Settlement

All the commercial settlement under this agreement shall be carried out as per the manner laid down in the OERC Order.

10. Connection Costs

The Eligible Consumer shall bear all costs related to setting up of Solar Power Plant 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 Solar Power Plant, in case it is required.

11. Conditions for System Connectivity & Standards of Performance:

The parties shall abide by the Regulations framed by Central Electricity Authority ("CEA") & OERC in respect of procedure of grant of connectivity. The consumer shall submit the following documents for grant of the connectivity:

- Synchronization Circuit Details
- Safety Report

- Protection Circuit Details
- Test Certificates of System
- Schematic diagram of Renewable Energy system

12. Termination

- 12.1. The Eligible Consumer can terminate this agreement at any time by intimating the Licensee with 90 days prior notice in writing.
- 12.2. Licensee has the right to terminate Agreement on 30 days prior written notice, if the Eligible Consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Licensee of the breach.
- 12.3. The Eligible Consumer agrees that upon termination of this Agreement, he must disconnect the Solar Power Plant from Licensees' distribution system in a timely manner and to the Licensee's satisfaction.

13. Governing Law

- 13.1. 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.
- 13.2. Any dispute arising out of compliance/on-compliance of this agreement shall be exclusively under the jurisdiction of Courts situated at Bhubaneswar and the High Court of Orissa situated at Cuttack. Any dispute shall be governed as per provisions of Electricity Act, 2003.
- 13.3. More specifically, this agreement shall be governed by the Order dt.19.08.2016 of OERC on Net Metering/Bi-directional metering and their connectivity with respect to solar PV projects as amended on 05.05.2022 ("OERC Order") and subsequent amendments from time to time and any other order/directions relating to establishment/operation & maintenance of solar power plant. Further in case of any changes in the above order, the Eligible Consumer shall be liable to comply with the same.

14. Dispute Resolution

The parties shall endeavour to settle any dispute amicably and in case of non-settlement of dispute, the same shall be referred to the Arbitral Tribunal as per the provisions of the Arbitration and Conciliation Act, 1996. The award passed by the Arbitral Tribunal shall be binding on both the parties. The seat and venue of 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.

15. Force Majeure

- 15.1.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.
- 15.2.A party affected by a Force Majeure Event shall use all reasonable endeavours to remove the effect of each Force Majeure Event affecting its performance of this agreement.
- 15.3.Subject to clause 15.2, 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:
- (i) Its nature and likely duration
 - (ii) The obligations affected by it and the nature and extent of its effect on those obligations
 - (iii) The steps taken to remove, overcome or minimize its effect.

16. Change to Agreement

- 16.1 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 there-under.
- 16.2. All the amendments shall be in the written format duly signed by both the parties.

17. Indemnity

Upon setting up and during the period of installation of Solar power plant, the Eligible Consumers

shall jointly and severally keep Licensee/its employees/directors/ officers/associates indemnified from all cost consequences, liabilities, penalties, claim of damages/ compensation, etc. from any person/agency/land owning agency/court or any other judicial-quasi-judicial authority citing the establishment and/or operation & maintenance of Solar power plant.

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 and on behalf of,

Name & Signature
Consumer (NM Applicant)

Name & Signature
Licensee (TPCODL)

In the presence of:
(Witness)

- 1.
- 2.

In the presence of
(Witness)

- 1.
- 2.