

Net Metering inter connection agreement

This Agreement is made and entered into at (location)____ on this (date) _____ day of (month)_____ year _____ between The Consumer, by the name of ----- having premises at (address) _____ as first party

AND

Uttar Gujarat Vij Company Limited, a Company registered under the Companies Act 1956 and functioning as the "Distribution Company" under the Electricity Act 2003 having its Head Office at, Visnagar Road, Mehsana - 384 001 (hereinafter referred to as UGVCL or Discom which expression shall include its permitted assigns and successors) a Party the Second Part.

WHEREAS, the Gujarat Energy Development Agency (GEDA) through letter dated _____ has registered for developing and setting up ____ KW own Rooftop Solar PV power project for his/her/its own use under Gujarat Solar Power Policy - 2015.at his/her/its premises in legal possession including rooftop or terrace.

AND, WHEREAS Consumer desires to set-up such Solar Photovoltaic Rooftop power project of ____ KW at _____ connected with UGVCL's grid at _____Voltage level for his/her/its own use within the same premises.

And whereas, the Discom agrees to provide grid connectivity to the Consumer for injection of the electricity generated from his Rooftop Solar Photovoltaic plant of capacity ____ kilowatts into the power system of Discom and as per conditions of this agreement and in compliance with by the Consumer the applicable Policy / rules/ Regulations/ Codes (as amended from time to time) which includes-

1. Government of Gujarat Solar Power Policy 2015
2. Central Electricity Authority (measures relating to Safety and Electric Supply) Regulations, 2010.
3. Indian Electricity Rules, 1956
4. Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013.
5. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006
6. Electricity Supply Code & Related Matters Regulations and Distribution Code Regulations of GERC
7. Instruction, Directions and Circulars issued by Chief Electrical Inspector from time to time.

Both the parties hereby agree to as follows:

1. Eligibility

- 1.1 Consumer shall own the Rooftop Solar PV system set up on its own premises or premises in his legal possession.
- 1.2 Consumer needs to consume electricity in the same premises where Rooftop Solar PV system is set up.
- 1.3 Consumer shall ensure capacity of Rooftop Solar not to exceed 50% of its contract load / demand
- 1.4 Consumer has to meet the standards and conditions as specified in GERC Regulations / Supply Code / CEA Regulations and provisions of Government of Gujarat's Solar Power Policy 2015 for being integrated into grid/distribution system.

2. Technical and Interconnection Requirements

- 2.1 The Consumer agrees that his Rooftop solar generation plant and net metering system will conform to the standards and requirements specified in the Policy, Regulations and Supply Code as amended from time to time.

- 2.2 Consumer agrees that he has installed or will install, prior to connection of Rooftop Solar Photovoltaic system to Discom's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Discom to have access to and operation of this, if required and for repair & maintenance of the distribution system.
- 2.3 Consumer agrees that in case of a power outage on Discom's system, Rooftop Solar photovoltaic system will disconnect/isolate automatically and his plant will not inject power into Licensee's distribution system.
- 2.4 All the equipment connected to distribution system shall 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 as amended from time to time.
- 2.5 Consumer agrees that licensee will specify the interface/interconnection point and metering point.
- 2.6 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.
- 2.7 In order to fulfill Discom's obligation to maintain a safe and reliable distribution system, Consumer agrees that if it is determined by the Discom that Consumer's Rooftop Solar photovoltaic system either causes damage to and/or produces adverse effects affecting other consumers or Discom's assets, Consumer will have to disconnect Rooftop Solar photovoltaic system immediately from the distribution system upon direction from the Discom and correct the problem at his own expense prior to a reconnection.

2.8 The consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departmental/non-departmental) that may occur due to back feeding from the Rooftop Solar plant when the grid supply is off. The distribution licensee reserves the right to disconnect the consumer's installation at any time in the event of such exigencies to prevent accident or damage to man and material.

3. Clearances and Approvals

3.1 The Consumer shall obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection

4.1 Discom shall have access to metering equipment and disconnecting means of the Rooftop solar photovoltaic system, both automatic and manual, at all times.

4.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Discom may disconnect service to the premises of the Consumer.

5. Liabilities

5.1 Consumer shall indemnify Discom for damages or adverse effects from its negligence or intentional misconduct in the connection and operation of Rooftop Solar photovoltaic system.

5.2 Discom shall not be liable for delivery or realization by Consumer for any fiscal or other incentive provided by the Central/State Government.

5.3 The Discom may consider the quantum of electricity generation from the rooftop solar PV system under net metering arrangement towards RPO. (i) Residential and Government Building, (ii) consumers who are not utilizing 'Renewable' attribute for meeting its RPO or registered under REC Mechanism, (iii) surplus energy purchased by Discoms from the Rooftop solar project which are not under REC Mechanism.

5.4 The consumer shall ensure that at all the time, sanctioned load / contract demand shall be double of the capacity of Solar Rooftop Project.

6. Metering:

Metering arrangement shall be as per Central Electricity Authority (installation and operation of meter) Amendment Regulations, 2014 and amended from time to time.

(a) In case of Residential and Government Buildings, Bi-directional meter shall be installed of same accuracy class as installed before setting up of Rooftop Solar PV system.

(b) In case of Industrial, Commercial and other consumers-

(i) Type-1 consumer (consumers not utilizing 'Renewable' attribute for RPO or REC)- Bi-directional meter shall be installed of same accuracy class as installed before setting up of Rooftop Solar PV system.

(ii) Type-2 (a) & (b), ABT compliant meter having 15 minute integration shall be installed.

7. Commercial Settlement

All the commercial settlement under this agreement shall be as per Government of Gujarat's Solar Power Policy 2015 & GERC Order amended from time to time.

The commercial settlement will be as follows:

(A) Residential consumers and Government Building

- (i) In case of net import of energy by consumer from distribution grid during billing cycle, the energy consumed from Discom shall be billed as per applicable tariff to respective category of consumers as approved by GERC from time to time. The energy generated by Rooftop Solar system shall be set off against unit consumed (not against load/demand) and consumer shall pay demand charges, other charges penalty etc as applicable to other consumers.
- (ii) In case of net export of energy by consumer to distribution grid during billing cycle, Discom shall purchase surplus power after giving set off against consumption during the billing period at Average Pooled Power Purchase Cost (APPC) of the year of commissioning of Rooftop Solar PV system. Quantum of electricity generated by Rooftop Solar PV system shall be utilized for meeting RPO of Discoms. However, fixed / demand charges, other charges penalty etc shall be applicable as applicable to other consumers.

(B For Industrial, Commercial and other consumers

- (a) Type-1 consumer (consumers not utilizing 'Renewable' attribute for RPO or REC

- (i) in case of net import of energy by consumer from distribution grid during billing cycle, the energy consumed from Discom shall be billed as per applicable tariff to respective category of consumers as approved by GERC from time to time. The energy generated by Rooftop Solar system shall be set off against unit consumed (not against load/demand) and consumer shall pay demand charges, peak charges, other charges penalty etc as applicable to other consumers.

(ii) In case of net export of energy by consumer to distribution grid during billing cycle, Discom shall purchase surplus power after giving set off against consumption during the billing period at Average Pooled Power Purchase Cost (APPC) of the year of commissioning of Rooftop Solar PV system. Quantum of electricity generated by Rooftop Solar PV system shall be utilized for meeting RPO of Discom. However, fixed / demand charges, peak charges, other charges penalty etc shall be applicable as applicable to other consumers.

(b) Type-2 (a) – consumers utilize renewable attribute to meet its RPO

(i) Energy accounting shall be undertaken on 15 minute basis. In case of net import of energy by consumer from distribution grid, the energy consumed from Discom shall be billed as per applicable tariff to respective category of consumers as approved by GERC from time to time. The energy generated by Rooftop Solar system shall be set off against unit consumed (not against load/demand) and consumer shall pay demand charges, peak charges, other charges, penalty etc as applicable to other consumers.

(ii) In case of net export of power on 15 minutes basis after giving set off against consumption, Discom shall purchase such surplus power at APPC of the year of commissioning of Rooftop Solar PV system. Such surplus purchase shall be utilized for meeting RPO of Discom. However, fixed / demand charges, peak charges, other charges penalty etc shall be applicable as applicable to other consumers.

(c) Type-2 (b) – consumers utilize renewable attribute under REC Mechanism

(i) Energy accounting shall be undertaken on 15 minute basis. In case of net import of energy by consumer from distribution grid, the energy consumed from Discom shall be billed as per applicable tariff to

respective category of consumers as approved by GERC from time to time. The energy generated by Rooftop Solar system shall be set off against unit consumed (not against load/demand) and consumer shall pay demand charges, peak charges, other charges, penalty etc as applicable to other consumers.

(ii) In case of net export of power on 15 minutes basis after giving set off against consumption, Discom shall purchase such surplus power at 85% of APPC of the year of commissioning of Rooftop Solar PV system. However, fixed / demand charges, peak charges, other charges penalty etc shall be applicable as applicable to other consumers.

8. Connection Costs

8.1 The Consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The Consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system to the grid in case it is required.

9. Inspection, Test, Calibration and Maintenance prior to connection

Before connecting, Consumer shall complete all inspections and tests finalized in consultation with the UGVCL and GETCO (State Transmission Utility) to which his equipment is connected. Consumer shall make available all drawings, specifications and test records of the project or generating station as the case may be.

10. Records:

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Power Project for a period of 36 months.

11. Dispute Resolution:

11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith.

11.2 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days or mutually extended period, after such dispute arises, then it shall be adjudicated by the Consumer Grievances Redressal Forum (CGRF). If any party is aggrieved with the order passed by the CGRF, may prefer a representation before the Ombudsman.

12. Termination

12.1 The Consumer can terminate agreement at any time by providing Discom with 90 days prior notice.

12.2 Discom has the right to terminate Agreement on 30 days prior written notice, if Consumer commits breach of any of the term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Discom of the breach.

12.3 Consumer shall upon termination of this Agreement, disconnect the photovoltaic system from Discom's distribution system in a timely manner and to Discom's satisfaction.

Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

In respect of the UGVCL:	In respect of the Consumer
Chief Engineer (Operation) Uttar Gujarat Vij Co.Ltd,	(_____)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF M/s UGVCL _____ Authorized Signatory WITNESSES 1. _____ (_____) 2. _____ (_____)	FOR AND ON BEHALF OF THE PROJECT OWNER _____ Authorized Signatory WITNESSES 1. _____ (_____) 2. _____ (_____)
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