

Gross Metering Connection Agreement

This Agreement is made and entered into at Mumbai on this (date) day of (month)(year) between the (Name of Consumer) having premises at (Address of the consumer) and Consumer No. (A/c no. of consumer) as the first Party,

AND

The Distribution Licensee BES&T Undertaking (hereinafter referred to as 'the Licensee') and having its Registered Office at BEST Bhawan, BEST Marg, Colaba, Mumbai-400001 as the second Party of this Agreement.

Whereas the Eligible Consumer has applied to the Licensee for approval of a Net Metering Arrangement under the provisions of the Maharashtra Electricity Regulatory Commission (Grid Interactive Renewable Energy Generating Systems) Regulations, 2019 ('the Grid Interactive Renewable Regulations') as amended from time to time and sought its connectivity to the Licensee's distribution Network;

And whereas the Licensee has agreed to provide Network connectivity to the Eligible Consumer for injection of electricity generated from its Renewable Energy Generating System of _____kilowatt;

Both Parties hereby agree as follows:

1. Eligibility

The Renewable Energy Generating System meets the applicable norms for being integrated into the distribution network, and that the Eligible Consumer shall maintain the System accordingly for the duration of this Agreement.

2. Technical and Inter-connection Requirements

2.1 The metering arrangement and the inter-connection of the Renewable Energy Generating System with the Network of the Licensee shall be as per the provisions of the Grid Interactive Renewable Regulations, and the technical standards and norms specified by the Central Electricity Authority for connectivity of distributed generation resources and for the installation and operation of meters.

2.2 The Eligible Consumer agrees, that he shall install, prior to connection of the Renewable Energy Generating System to the Network of the Licensee, an isolation device (both automatic and in-built within inverter and external manual relays); and the Licensee shall have access to it if required for the repair and maintenance of the distribution Network.

2.3 The Licensee shall specify the interface/inter-connection point and metering point.

2.4 The Eligible Consumer shall furnish all relevant data, such as voltage, frequency, circuit breaker, isolator position in his System, as and when required by the Licensee.

3. Safety

3.1 The equipment connected to the Licensee's distribution System shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS), as the case may be, and the installation of electrical equipment shall comply with the requirements specified by the Central Electricity Authority regarding safety and electricity supply.

3.2 The design, installation, maintenance and operation of the Renewable Energy Generating System shall be undertaken in a manner conducive to the safety of the Renewable Energy Generating System as well as the Licensee's Network.

3.3 If, at any time, the Licensee determines that the Eligible Consumer's Renewable Energy Generating System is causing or may cause damage to and/or results in the Licensee's other consumers or its assets, the Eligible Consumer shall disconnect the Renewable Energy Generating System from the distribution Network upon direction from the Licensee, and shall undertake corrective measures at his own expense prior to reconnection.

3.4 The Licensee shall not be responsible for any accident resulting in injury to human beings or animals or damage to property that may occur due to back-feeding from the Renewable Energy Generating System when the grid supply is off. The Licensee may disconnect the installation at any time in the event of such exigencies to prevent such accident.

4. Other Clearances and Approvals

The Eligible Consumer shall obtain any statutory approvals and clearances that may be required, such as from the Electrical Inspector or the municipal or other authorities, before connecting the Renewable Energy Generating System to the distribution Network.

5. Period of Agreement, and Termination

5.1 This Agreement shall be for a period for 20 years, but may be terminated prematurely

(a) By mutual consent; or

(b) By the Eligible Consumer, by giving 90 days' notice to the Licensee;

(c) By the Licensee, by giving 30 days' notice, if the Eligible Consumer breaches any terms of this Agreement or the provisions of the Grid Interactive Renewable Regulations and does not remedy such breach within 30 days, or such other reasonable period as may be provided, of receiving notice of such breach, or for any other valid reason communicated by the Licensee in writing;

(d) By the Licensee, by giving 30 days' notice, if the Eligible Consumer fails to pay his dues in a timely manner or indulges in any malpractices.

6. Access and Disconnection

- 6.1 The Eligible Consumer shall provide access to the Licensee to the metering equipment and disconnecting devices of Renewable Energy Generating System, both automatic and manual, by the Eligible Consumer.
- 6.2 If, in an emergent or outage situation, the Licensee cannot access the disconnecting devices of the Renewable Energy Generating System, both automatic and manual, it may disconnect power supply to the premises.
- 6.3 Upon termination of this Agreement under Clause 5, the Eligible Consumer shall disconnect the Renewable Energy Generating System forthwith from the Network of the Licensee.

7. Liabilities

- 7.1 The Parties shall indemnify each other for damages or adverse effects of either Party's negligence or misconduct during the installation of the Renewable Energy Generating System, connectivity with the distribution Network and operation of the System.
- 7.2 The Parties shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or goodwill, or for indirect, consequential, incidental or special damages including, but not limited to, punitive or exemplary damages, whether any of these liabilities, losses or damages arise in contract, or otherwise.

8. Commercial Settlement

- 8.1 The commercial settlements under this Agreement shall be in accordance with the Grid Interactive Renewable Regulations.
- 8.2 The entire units generated by the Renewable Energy Generating Station in the billing period shall be purchased by the Distribution Licensee at Rs. _____ per kWh for the entire duration of the Agreement.
- 8.3 The Licensee shall not be liable to compensate the Eligible Consumer if his Renewable Energy Generating System is unable to inject power generated into the Licensee's Network on account of failure of power supply in the grid/Network.
- 8.4 If Renewable Energy Generating System is connected on the consumer side of the consumer meter, then the consumer shall have to replace the consumer meter with a Net Meter, and a separate Renewable Energy Generation Meter may be provided to measure Renewable Energy generation.
- 8.5 The entire energy generated from Renewable Energy Generating System by an eligible consumer shall be purchased by the Distribution Licensee at the pre determined tariff as approved by the Commission and the energy consumed by the eligible consumer shall be charged at the applicable retail tariff as per concerned consumer category of retail supply Tariff Order of the Commission.

8.6 The Licensee shall issue monthly electricity bill for the energy consumed by the Consumer on the scheduled date of meter reading. The Licensee shall bill the Consumer for the consumption after giving due credit for the Renewable Energy generation, as specified in the Grid Interactive Renewable Regulations.

9. Connection Costs

The Eligible Consumer shall bear all costs related to the setting up of the Renewable Energy Generating System, including the cost of the Renewable Energy Generation Meter.

10. Dispute Resolution

10.1 Any dispute arising under this Agreement shall be resolved promptly, in good faith and in an equitable manner by both the Parties.

10.2 The Eligible Consumer shall have recourse to the concerned Consumer Grievance Redressal Forum constituted under the relevant Regulations in respect of any grievance regarding billing, which has not been redressed by the Licensee.

In the witness, where of (Name of the consumer) for and on behalf of Eligible Consumer and (Name of the Chief Engineer), Chief engineer Customer Care for and on behalf of BES&T Undertaking agree to this agreement.

Place : Mumbai

Date :