

AGREEMENT REGARDING MODALITIES OF OPERATION OF SOLAR PV
SOURCE BETWEEN
WBSEDCL AND (NAME OF CONSUMER)

This Agreement is entered on the day of (month), (year) by and between

West Bengal State Electricity Distribution Company Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhawan, Bidhan Nagar, Kolkata – 700091 (hereinafter referred to as the WBSEDCL which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the ONE PART.

And

The (Name of the consumer with address), a medium voltage / high voltage consumer WBSEDCL (hereinafter referred to as the “CONSUMER”, which expression, unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and assigns) of the SECOND PART.

WHEREAS :

- A. Installation of one ... kw capacity Solar PV source at (Name of the consumer with address) is complete and ready for operation and installation check-up and clearance by testing department of WBSEDCL.
- B. CONSUMER is a medium voltage / High voltage consumer of _____ Regional office/Customer Care Centre (Previously Known as Group Electric Supply), WBSEDCL having consumer no. _____.
- C. The newly installed Solar PV source at CONSUMER is intended to be interconnected and operated in parallel with WBSEDCL distribution system at medium voltage/ high voltage and accordingly application has been submitted to WBSEDCL for such interconnection in terms of the West Bengal Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations, 2013 or any subsequent amendment / replacement of it from time to time to which WBSEDCL agrees on the terms and conditions as mentioned in this agreement.

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That CONSUMER shall be responsible for the design, installation, operation and maintenance of the Solar PV Source.
2. That in case of any defect being discovered in any part of the installation either by CONSUMER or by WBSEDCL, it shall of its own or at the request of WBSEDCL, forthwith isolate/ disconnect the faulty part of the installation from the circuit of WBSEDCL. WBSEDCL shall not have any responsibility whatsoever regarding the installation or any equipment.
3. That to avoid accident, CONSUMER shall make necessary arrangement for instantaneous disconnection of the Solar PV source as well as WBSEDCL source in case of any abnormal situation occurred from either end. Both the sources should also have independent arrangement to isolate itself immediately upon occurrence of abnormal condition, internal or external, in order to avoid any damage through suitable protection devices. In case of any untoward happening in spite of the best effort by the respective agency, the loss of damage will be shared by each agency on their part and every attempt would be taken to restore the system to its normalcy at the earliest.
4. That CONSUMER shall provide suitable place for installation of two separate meters or one export-import meter for the purpose of billing on net energy, from the date of installation of such meter, as per Renewable Regulations or any other regulations under Electricity Act 2003.
5. That CONSUMER shall continue to be a consumer of WBSEDCL and all obligations under the terms of condition of the Agreement entered with WBSEDCL shall continue to be complied.
6. That WBSEDCL will issue energy bill on net energy in line with the regulations of West Bengal Electricity Regulatory Commission in each billing cycle.
7. That in each billing period, WBSEDCL shall record the quantum of injected energy to the WBSEDCL grid from Roof top Solar PV Source and the energy supplied by WBSEDCL. In each billing period, WBSEDCL shall raise bill on net energy after off-setting the injected power from Roof top Solar PV Source following the billing procedure given in Annexure-I as per Renewable Regulations where applicable tariff will be as per tariff order issued under West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011 or any subsequent amendment / replacement of it from time to time under section 61 of Electricity Act 2003 and the consumer shall make payment in time. Excess energy injected to the WBSEDCL grid from Roof top Solar PV Source, if any, will be carried over to the

next billing cycle. However, at the beginning of each financial year, cumulative carried over energy from Solar PV Sources will be reset to zero. No payment will be made for any spill over of energy.

8. That any delay in payment shall attract surcharge as per prevailing West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011 or its amendment or subsequent replacement of it under section 61 of Electricity Act 2003 by West Bengal Electricity Regulatory Commission (WBERC).
9. That in the event of any default in payment or non-compliance of obligation / any of the terms of this agreement, the matter will be dealt in accordance with the regulation 4.1 of West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2013 or its amendment or subsequent replacement of it under section 50 of Electricity Act, 2003.
10. That CONSUMER shall abide by the provisions of the Indian Electricity Rules, 1956 where applicable and the Regulations made with relation to safety u/s 53 of the Electricity Act, 2003 by the Central Electricity Authority in regard to testing and installing of the source as applicable.
11. That CONSUMER shall not indulge in any unauthorized transaction of electricity with third party or carry out any unauthorized alteration / extension / reconnection. In case any such unauthorized unlawful practice is detected, the service will be discontinued and this agreement will be terminated following a 7 days' notice for termination.
12. That WBSEDCL will disconnect the service in the event of any distress, damage to electrical plants, electric lines or meter and for prevention of loss of human life as provided in the West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2013 or its amendment or subsequent replacement of it under section 50 of Electricity Act 2003.
13. That the Agreement shall be effective from the date of its signing. The validity period of the Agreement shall be for a period of 1 (one) year from the date of installation of export-import meter for the purpose and may continue till it's determination unless earlier terminated for any reason contained herein. Either Party, however, with the consent of the other Party, shall be at liberty to determine this agreement before the expiry of the aforesaid period.
14. That this agreement is entered into between WBSEDCL (1st party) and CONSUMER (2nd party) for energy adjustment in terms of clause 6.1(v)(c) of the Renewable Regulations (or any amendment thereof).
15. That this Agreement shall not be considered as Power Purchase Agreement.

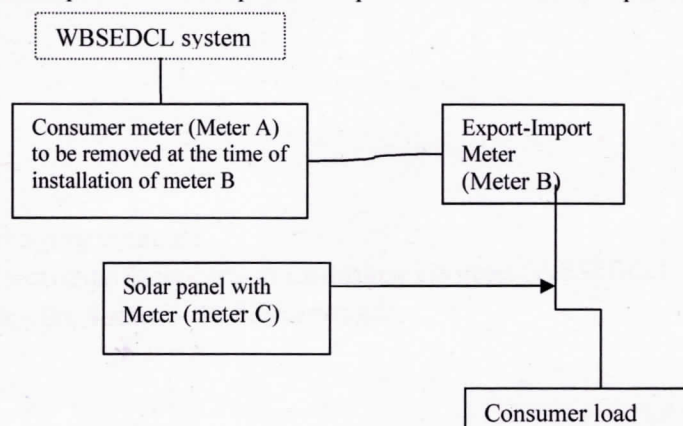
16. That save and except here-in-before specified or otherwise provided in the event of any dispute or difference arising at any time between the parties to the agreement in regards to any matter arising out of or in connection with this Agreement, such dispute or difference shall be settled through mutual discussion.

In WITNESS WHEREOF the parties have executed these presents through authorized representatives on day of (month), (year).

Signed and delivered for and on behalf of WBSEDCL	Signed and delivered for and on behalf of CONSUMER,
In the presence of :	In the presence of
i) Signature : Designation :	i) Signature : Designation :
ii) Signature : Designation	ii) Signature : Designation

Billing procedure as per Regulation 6.1 (V) (c) of West Bengal Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy), Regulations, 2013 (Renewable Regulations):

Connection diagram: Connection diagram of Export-Import meter in respect of the consumers of WBSEDCL in whose premises roof top solar PV panel will be installed as per Renewable Regulations:



Billing Procedure : The bill will be claimed based on meter reading of export meter (B) as per following methodology when the performance of such meter is satisfactory.

Item	Unit	Quantum
Energy drawal in a billing cycle as recorded in the meter B	Kwh	E_{IB}
Energy exported in a billing cycle as recorded in the meter B	Kwh	E_{EB}
Max. Demand (drawal mode) in a billing cycle as recorded in the meter B	KVA	D_{IB}
a) When $E_{EB} \leq 90\%$ of E_{IB} , i) For 1 st billing cycle, if energy consumption (E_{prior}) with max. demand (D_{prior}) is recorded in meter A before removal of meter A at the time of installation of export meter B, such consumption (E_{prior}) is to be added with the net energy ($E_{IB} - E_{EB}$). Hence, Energy Charge will be claimed as per Tariff order on the energy ($E_{prior} + E_{IB} - E_{EB}$) during first billing cycle and from 2 nd billing cycle onwards on the net energy ($E_{IB} - E_{EB}$), if $E_{EB} \leq 90\%$ of E_{IB} where E_{EB} will account excess energy brought forwarded from the earlier billing period. ii) E_{prior} and D_{prior} will be considered zero (0) for 1 st billing cycle, if no energy consumption and max demand recorded in meter A before removal of meter A at the time of installation of export meter B.		
b) When $E_{EB} > 90\%$ of E_{IB} , the excess energy above 90% of E_{IB} will be carried forwarded to next billing cycle and E_{prior} , if any recorded in meter A before removal of meter A at the time of installation of export meter B, will be added with $(E_{IB} - E_{IB} \times 0.9)$ for 1 st billing cycle and then from 2 nd billing cycle onwards on the net energy ($E_{IB} - E_{IB} \times 0.9$), if $E_{EB} > 90\%$ of E_{IB} . where E_{EB} will account excess energy brought forwarded from the earlier billing period		
c) At the end of each financial year, any excess energy injected into WBSEDCL grid will be reset to zero.		
Demand Charge will be claimed as per Tariff order on the D_{prior} or D_{IB} or 85% of the Connected load of the consumer whichever is higher.		
MVCA will be claimed in first billing cycle on the energy ($E_{prior} + E_{IB} - E_{EB}$), if $E_{EB} \leq 90\%$ of E_{IB} or ($E_{prior} + E_{IB} - E_{IB} \times 0.9$), if $E_{EB} > 90\%$ of E_{IB} . From 2 nd billing cycle onwards, MVCA will be claimed on net energy ($E_{IB} - E_{EB}$), if $E_{EB} \leq 90\%$ of E_{IB} or ($E_{IB} - E_{IB} \times 0.9$), if $E_{EB} > 90\%$ of E_{IB} .		
Meter rent for export import meter B (3-phase / 1- phase), as the case may be, will be claimed as per Tariff order.		
ED will be applicable as per Bengal Electricity Duty Act.		