

Draft as corrected
POWER PURCHASE AGREEMENT FOR ROOFTOP SOLAR PV PLANTS
INSTALLED BY ..ESCOMS ON GOVERNMENT BUILDINGS
WITH
NET METERING ARRANGEMENT

This Power Purchase agreement is entered into at (place)..... on thisday of between Electricity Supply Company Limited (.....ESCOM), a Government of Karnataka undertaking, a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at, Karnataka State, hereinafter referred to as the "..ESCOM", (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the first part represented by

AND

.....(Name of the Government Office/Department/Organisation) the consumer of ..ESCOM located at (address) hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the second part.

Whereas,

- a. The ..ESCOM, with consent of Seller intends to install/has installed without any cost to the Seller, a SRTPV system of kWp capacity on the roof top of the premises situated at..... and connected to electricity service connection bearing number (RR. No) having sanctioned load ofKW in the same premises under Sub-Division of ..ESCOM.
- b. The Seller intends to sell net energy exported from the said SRTPV system to ..ESCOM as recorded in the bi-directional meter installed in the Seller's premises, from the date of commissioning of the SRTPV system.

Now therefore, in consideration of the foregoing premises, the parties hereto, intending to be legally bound hereby agree as under:

1. Technical and Interconnection Requirements:

- 1.1 SRTPV system shall be designed, engineered, constructed and operated and also maintained for the duration of this agreement by the ..ESCOM with reasonable diligence subject to all applicable Indian laws, Rules, Regulations as amended, from time to time and orders having the force of law.

- 1.2 ..ESCOM shall ensure that the SRTPV system complies with all the technical and interconnection requirement in terms of the KERC (Implementation of Solar Rooftop Photovoltaic Power Plants) Regulations, 2016, as amended from time to time.

2. Safety:

The ESCOM and Seller shall comply with the safety measures in terms of the KERC (Implementation of Solar Rooftop Photovoltaic Power Plants) Regulations, 2016 as amended from time to time.

- 2.1 The ..ESCOM and Seller shall comply with the Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations 2010.
- 2.2 If the Seller's SRTPV system either causes damage to and/or produces adverse effects on the other consumers' or ..ESCOM's assets, ..ESCOM will disconnect SRTPV system immediately from the distribution system and rectify the same ..ESCOM own cost before reconnection.

3. Clearances and Approvals :

The ..ESCOM on behalf of the Seller 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 Roof-top Solar PV System to the grid/distribution system.

4. Access and Disconnection :

- 4.1 ..ESCOM shall have access to metering equipment and disconnecting device of SRTPV system, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the. ..ESCOM shall have the right to disconnect power supply to the premise.

5. Liabilities:

- 5.1 The ..ESCOM shall be solely responsible for availing any fiscal or other incentive provided by the State/ Central government, at his own expenses.
- 5.2 The Seller and ..ESCOMs shall indemnify each other for damages or adverse effects of either Party's negligence or misconduct during the connectivity with the distribution Network and operation of the System.
- 5.3 The Seller and ..ESCOM 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.

6. Commercial Settlement-

6.1 Tariff:

- a. The ..ESCOM shall account for the net exported energy at the average pooled power purchase cost as notified by the Commission annually, for the term of the agreement without any payment to the Seller in terms of the Commission's Order dated : 11.11.2016
- b. The Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time shall be an account of the..ESCOM

7. Metering:

- 7.1 The parties shall arrange to shift the existing meter to the generation side of SRTPV to measure solar power generation and install Bi-directional meter (whole current/CT operated) for recording export and import of energy at the point of interconnection to the distribution system. The bi directional meter shall comply with the Central Electricity Authority (Installation and operation of meters) Regulations, 2006 and shall have the following features:
 - a. Separate registers for recording export and import energy with facility to download by Meter Reading Instrument (MRI).
 - b. kVA, kW and kVAR measuring registers for both import and export.
 - c. Meter shall have RS232 (or higher) communication optical port / Radio
 - d. Frequency (RF) port to support Automatic Meter Reading (AMR).
- 7.2 The ..ESCOM shall install the meter of SRTPV system and bi directional meter in separate meter boxes in the same proximity or at a suitable place in the premises accessible for the purpose of recording the reading whenever necessary.

8. BILLING AND PAYMENT:

- 8.1 ..ESCOM shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading.
- 8.2 In case, the exported energy is more than the imported energy, ..ESCOM shall account the net energy exported at the average pooled power purchase cost agreed within 30 days of issue of bills duly adjusting the fixed charges and electricity duty if any.
- 8.3 In case, the exported energy is less than the imported energy, the Seller shall pay ...ESCOM for the net imported energy as per the prevailing retail supply tariff as determined by the Commission from time to time.

Explanation: Net metered energy means the difference of meter readings of energy injected by the SRTPV system into the grid (export) and the energy drawn from the grid for use by the Seller (import) recorded in the bi-directional meter.

9. Term and Termination of the Agreement:

This agreement shall be in force for a period of 25 years from the date of commissioning of the SRTPV system.

10. The Seller & ..ESCOM jointly agree to maintain the SRTPV installation in good condition for period of 25 years being the useful life of the plant .The ..ESCOMs agree to bare any cost of the SRTPV installation for the useful life of the plant including any cost towards maintenance of the SRTPV plant for the useful life of the plant.

11. Dispute Resolution:

- 11.1 All the disputes between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation.
- 11.2 The parties shall resolve the dispute in good faith and in equitable manner.
- 11.3 In case of failure to resolve the dispute, either of the parties may approach the Commission for its resolution.

IN WITNESS WHEREOF, the Seller and the ..ESCOM have entered into this Agreement executed on the date and year first set forth above.

For AND ON BEHALF OF Electricity Supply Company Limited	For AND ON BEHALF OF SELLER
By: (Name) Designation: Address: Mobile number :	By: (Name) RR No: Address: Mobile number :
1. WITNESS In Presence of Name: Designation: Mobile number :	1. WITNESS In Presence of Name: Address: Mobile number :
2. WITNESS In Presence of Name: Designation: Mobile number :	2. WITNESS In Presence of Name: Address: Mobile number :

