

FORMAT-CONN-CA-5

CONNECTIVITY AGREEMENT

Under Regulation 10.3 of CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

Between

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED

AND

CONNECTIVITY GRANTEE

This Connectivity Agreement having ref. no.....entered into on theday of.....Two Thousand Twenty Two (2022) between CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at Plot No.2, Sector 29, Gurgaon, Haryana 122001, India (hereinafter referred to as “ **Nodal Agency**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

Party name, a company incorporated under the Companies Act, 1956/2013 , having its registered office at ----- and correspondence address at ----- (hereinafter referred to either as ‘**Short name of the Party**’ or ‘**Connectivity Grantee**’ which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

RECITALS

A. These recitals are framed in accordance with various Regulations of CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (hereinafter referred to as “Connectivity and GNA

Regulations, 2022”).

- B. The Connectivity Grantee has applied for grant of Connectivity to ISTS vide application no..... dated for (-----MW-) from proposed Power Plant ((-----MW-)) in, in accordance with Regulation 5 of Connectivity and GNA Regulations, 2022 & Detailed Procedure.
- C. The Nodal Agency vide its intimation no. C/CTU/.....dated has issued the in-principle grant of Connectivity to the '**Short name of the Party**'. The copy of Nodal Agency's intimation dated is attached as **Annexure “A”** to the present agreement.
- D. In terms of Regulation 8 of Connectivity and GNA Regulations, 2022, the Connectivity Grantee has furnished the following Bank Guarantee(s) to the Nodal Agency-:

Sl. No.	Bank Guarantee(s)	Amount	Expiry date	Claim date
1.	Conn-BG1			
2.	Conn-BG2			
3.	Conn-BG3			

- E. The Nodal Agency vide its intimation no. C/CTU/.....dated has intimated the final grant of Connectivity to '**Short name of the Party**' under Regulation 9 of the Connectivity and GNA Regulations, 2022. The copy of Nodal Agency's intimation datedis attached as **Annexure “B”** to the present agreement.
- F. The Connectivity grantee has submitted the technical connection data, including generator data for fault studies, dynamic simulation data and details of data and voice communication to the Nodal Agency videdated, copy of which is attached as **Annexure “C”** to the present agreement.
- G. The Connectivity Grantee shall furnish the following information in accordance with Regulation 39.1 of Connectivity and GNA Regulations, 2022:

Sl. No.	Details of the allocated terminal bay(s) at ISTS sub-station (In case Connectivity granted at proposed ISTS S/s)	Start date of Connectivity

- H. Nodal agency vide itsdated has intimated the connection details, inter alia, details of protection equipment, system recording, SCADA and communication equipment, to the Connectivity grantee as per Regulation 10 of the Connectivity and GNA Regulations, 2022.
- I. The present agreement is being signed between the Nodal Agency and the Connectivity grantee as per Regulation 10.3 of the Connectivity and GNA Regulations, 2022.

Terms and Conditions

The following terms and conditions shall be applicable to the present agreement:-

1. The Connectivity Grantee shall furnish the tentative data to form part of the Connectivity Agreement and furnish the final data at least 1 (one) year prior to the physical connection, which shall form a part of the present agreement.
2. In case of non-payment of transmission charges under Regulation 13 of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 for more than 3 months from the due date, the same may be recovered by encashing Conn-BG1, Conn-BG2 and Conn-BG3, as required as per provision of Regulation 16.3 of Connectivity and GNA Regulations, 2022.
3. The Connectivity Grantee, may, for drawal of Start-up power or injection of infirm power, identify elements in the ATS and seek COD of those elements prior to the Start date of Connectivity as agreed in the Connectivity Agreement. A separate agreement shall be signed between the Nodal Agency and the Connectivity grantee for the same covering the commercial terms and conditions. In such a case, Connectivity grantee shall also be liable to pay transmission charges as per

Regulation 13 of Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020.

4. Connectivity grantee shall submit a copy of the signed Connectivity Agreement to the Regional Load Despatch Centre (RLDC), in whose control area it is located.
5. The Connectivity grantee shall be responsible for planning, design, construction, and safe and reliable operation of its own equipment in accordance with applicable Regulations/Procedures, including the following, the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants and electric lines) Regulations, Central Electricity Authority (Grid Standards) Regulations, Indian Electricity Grid Code (IEGC), 2010 and amendments thereof.
6. The Connectivity grantee shall provide necessary facilities for voice & data communication for transfer of real time operational data from their station to Data Collection Point (DCP) of Inter-State transmission licensees as per Indian Electricity Grid Code (IEGC), 2010 and shall be responsible to ensure availability of voice and data to concerned RLDC.
7. The Connectivity grantee shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and Indian Electricity Grid Code (IEGC), 2010 and its amendments thereof.
8. Connectivity grantee shall comply with Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures, including the following:- CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022, Detailed Procedure for making application for Connectivity and GNA to the ISTS, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants and electric lines) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Indian Electricity Grid Code (IEGC), 2010 and amendments thereof.

9. The aforementioned compliances and technical requirements are non-exhaustive in nature and in case of any conflict between the terms and conditions of the Connectivity Agreement and the provisions of the Connectivity and GNA Regulations, 2022, the latter Regulations shall prevail.
10. This is agreed to by Connectivity Grantee, signing this agreement to indemnify and hold the Nodal Agency harmless all time from and against any and all damages, losses, liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of and relating to exercise of Nodal Agency's actions pursuant to and in accordance with this Agreement.
11. All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by email, registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.
12. This Agreement shall be valid from the date of signing of this agreement till the validity of Connectivity and GNA Regulations, 2022, subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually renewed or replaced by another Agreement on such terms as the parties may mutually agree.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

For and on behalf of
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
CIN: U40100HR2020GOI091857

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

For and on behalf of

.....(Grantee name).....

CIN:

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....