

**AGREEMENT FOR LONG TERM ACCESS**  
**BETWEEN**  
**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**  
**AND**  
*(Name of Long Term Customer)*

This Long Term Access Agreement (hereinafter called LTAA) entered into on the .....day of ..... Two Thousand and 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, Gurugram, Haryana-122001 (hereinafter called “**CTU**” or “**CTUIL**”, as the context may demand, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

And

*(---Name of Long Term Customer---)*, a company incorporated under the Companies Act, 1956 having its registered office at *(---Registered office address of the Company---)* (hereinafter referred to as Long Term Customer or “**LTC**”, or “**Short name of the party**“ which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

**Definitions.:-** As used in this Agreement, unless the context otherwise requires;

- (a) “*Act*” means the Electricity Act, 2003
- (b) “Associated Transmission System” or ‘ATS’ means the transmission system identified for a generating station by the Central Transmission Utility in the Long Term Access grant;
- (c) “CERC” means the Central Electricity Regulatory Commission, as defined under Section 76(1) of the Electricity Act, 2003.

- (d) “*Connectivity Regulations*” means the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, including its amendments and any subsequent re-enactment thereof.
- (e) “*Construction Bank Guarantee*” means the Bank Guarantee required under clause 6 of Regulation 12 of the Connectivity Regulations;
- (f) “*Dedicated Transmission System*” shall have the same meaning as defined in Section 2(16) of the Act.;
- (g) “*Detailed Procedure*” means the procedure issued under Connectivity Regulations, including any subsequent amendments thereof;
- (h) “*Joint Coordination Meeting*” means the meeting held between the CTU, ISTS Licensees and Long Term Customers from time to time to monitor the progress of the associated transmission system and generation project. In order to monitor/ review the progress of connected systems along with connectivity, Joint co-ordination meetings with the representative of (Name of LTC) and CTU shall be held at regular intervals (preferably quarterly) after signing of this Agreement
- (i) “*Letter of Credit*” means payment security mechanism as described under the Sharing Regulations
- (j) “*Long Term Access*” means the right to use the inter-State transmission system for a period exceeding 7 years;
- (k) “*Long Term Customer (LTC)*” means a person who has been granted long-term access and includes a person who has been allocated central sector generation, that is electricity supply from a generating station owned or controlled by the Central Government;
- (l) “*Monthly Transmission Charges (MTC)* ” in a billing month means the transmission charges derived from the Yearly Transmission Charges for the corresponding billing period or part thereof;
- (m) “*Regional Power Committee (RPC)*” shall have the same meaning as defined in Section 2(55) of the Act.;
- (n) “*Sharing Regulations*” means the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses)

Regulations, 2020 and any subsequent amendments or re-enactments thereof;

- A) WHEREAS CTUIL is a Government Company notified as the “Central Transmission Utility” within the meaning of sub-section (10) of section 2 of the Act, to undertake and discharge all functions of Central Transmission Utility vested under the Act.
- B) AND WHEREAS LTC has been granted Long Term Access to ISTS in accordance with Connectivity Regulations and Detailed Procedure.
- C) AND WHEREAS based on the LTA application, CTU has identified the transmission system required for grant of Long term Access to the LTC and finalized in accordance with the provisions in the Act & guidelines thereof.
- D) AND WHEREAS the grant of LTA containing the details of the transmission system, date of commencement of LTA, period of LTA and other conditions, has been intimated vide Letter No. **C/CTU/LTA/--/--/-** dated **--/--/----** which is enclosed at **Attachment-1**.
- E) AND WHEREAS transmission charges and losses for inter-state transmission system shall be shared in accordance with Sharing Regulations.
- F) AND WHEREAS in accordance with Connectivity Regulations & Detailed Procedure, CTU has granted Long Term Access from the date as mentioned in **Attachment -1** of this agreement, subject to signing of this LTA Agreement and submission of Construction Bank Guarantee as provided hereinafter.
- G) AND WHEREAS it has become incumbent upon LTC and CTU to enter into Long Term Access Agreement (hereinafter referred to as ‘LTAA’) as envisaged under the Connectivity Regulations.
- H) AND WHEREAS, during the tenure of this agreement if any of the covenants and conditions recited in this agreement are found inconsistent with the provisions of

the Electricity Act 2003, notifications/guidelines/codes/rules/regulations & amendments thereof from time to time, notwithstanding anything contained in the agreement referred to above, the said provisions shall prevail.

- I) AND WHEREAS, Long Term Access granted under this agreement will be subject to subsequent General Network Access (GNA) Regulations to be notified by Central Electricity Regulatory Commission (CERC) as per Electricity (Transmission Planning, Development, Recovery of Inter State Transmission Charges) Rules, 2021

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1.

- (a) The “(--**short name of LTC--**)” has been granted Long Term Access to Inter State Transmission System (ISTS) in accordance with Connectivity Regulations & Detailed Procedure as per intimation letter issued by CTU enclosed at **Attachment 1**.
- (b) The LTC has undertaken to furnish a Bank Guarantee in favour of Central Transmission Utility of India Limited (CTUIL) within three months from the date of signing of this Agreement, as per format given by the CTU, for an amount of Rs. ----- Lakhs (Rupees ----- Lakhs only). The Bank Guarantee shall be issued by:
- i) A Public Sector Bank, or
  - ii) Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement, or
  - iii) Any foreign Bank or subsidiary of a bank with overall International corporate rating or rating of long-term debt not less than A – (A minus) or equivalent by reputed rating agency.

- (c) Failure to submit the bank guarantee within three months of signing of this agreement shall result in cancellation of the long-term access and this agreement shall become void.
- (d) This bank guarantee shall be kept initially valid for a period up to six months beyond the scheduled date of commencement of Long Term Access as mentioned at **Attachment -1, i.e upto.....**
- (e) The validity of Bank Guarantee shall be extended by concerned LTC at least one month prior to its date of expiry as per the requirement to be indicated during Joint Co-ordination Meeting.
- (f) In terms of clause 19(1) of CERC Sharing Regulations and its amendment from time to time, The Central Transmission Utility shall, at least 3 (three) months prior to the date of operationalization of Long Term Access, give a notice to LTC, indicating the date of operationalization of Long Term Access and requiring the DIC to furnish an irrevocable, unconditional and revolving Letter of Credit through a scheduled bank or any other acceptable instrument of payment security mechanism in favour of the Central Transmission Utility. Not later than 1(one) month prior to the date of operationalization of Long Term Access, the DIC shall open such Letter of Credit or provide such acceptable instrument of payment security mechanism that shall be operative from a date prior to the Due Date of its first bill.
- (g) The bank guarantee shall be returned by CTU six months after operationalization of entire quantum of LTA and opening of payment security mechanism as per Sharing Regulations.
- (h) The Bank Guarantee shall be encashed by CTU in case of any of the following events:-

- i) Adverse progress of work under the scope of LTC, assessed during Joint Co-ordination Meetings.
- ii) Non-establishment of payment security mechanism as per Sharing Regulations prior to operationalization of Long-Term Access.
- iii) Non-payment of relinquishment charges by the LTC upon relinquishment of Long-Term Access rights by LTC.
- iv) Default in payment of monthly transmission charges as per Sharing Regulations.
- v) Non-extension of validity of Bank Guarantee one month prior to its date of expiry as per the requirement to be indicated during Joint Co-ordination Meeting.

(i) The amount so received upon encashment of Bank Guarantee shall be adjusted towards dues pending from the LTC, first in the form of transmission charges and then in the form of relinquishment charges or any other dues and balance amount, if any, after adjustment of dues, shall be refunded.

2. The LTC shall share and pay all the applicable transmission charges and losses from the date of commencement of Long-Term Access in accordance with the Sharing Regulations.

3. The transmission charges for the assets covered under the LTA allocation/grant shall be recovered by the CTU in accordance with the Sharing Regulations.

4. Date of Commencement of LTA

a. i) In cases where no new ATS/system strengthening is required, the date of commencement of LTA shall be as per the intimation for grant of LTA placed at **Attachment -1** to this agreement.

ii) In cases where new ATS/system strengthening is required, the interim date of commencement of LTA shall be as indicated in the intimation for grant of LTA

placed at **Attachment -1** to this agreement. The final date of commencement of LTA shall be confirmed to LTC within thirty days after the award of work under TBCB or within thirty days of investment approval under Regulated Tariff Mechanism for ATS/System Strengthening.

The date of commencement of LTA may be changed subject to Mutual Agreement.

- b. In terms of clause 13 (4) of CERC Sharing Regulations and its amendment thereof , if the generating station seeks part operationalisation of Long Term Access before the scheduled commencement date of LTA, the Central Transmission Utility shall part operationalize Long Term Access, subject to availability of transmission system and Yearly Transmission Charges in respect of such transmission elements of the Associated Transmission System shall be included for determination of transmission charges of DICs in accordance with Regulations 5 to 8 of sharing regulations.
- c. In terms of clause 13 (6) of CERC Sharing Regulations and its amendment thereof, if any transmission element(s) of the Associated Transmission System is required by the generating station prior to COD of the Associated Transmission System, the Yearly Transmission Charges for such transmission element(s) shall be payable by the generating station from the COD of the said transmission element(s) of the Associated Transmission System till the generating station achieves COD.
- d. In terms of clause 13 (8) of CERC Sharing Regulations and its amendment thereof, in case a generating station or unit(s) thereof has achieved COD which is not prior to the commencement date of LTA and the Associated Transmission System is delayed, CTU shall coordinate with the concerned inter-state transmission licensee(s) to make alternate arrangement by them for despatch of power of the generating station or unit(s) thereof provided that till such alternate arrangement is made, the Central Transmission Utility shall pass on to the

generating station, the Yearly Transmission Charge corresponding to the quantum of Long Term Access for the period for which the transmission system has got delayed after billing and receipt of the such charges from the concerned inter-State transmission licensee(s) in terms of Regulation 15(3) of the Sharing Regulations

- e. In order to monitor/ review the progress of generating units along with its dedicated & common transmission system, Joint co-ordination meeting with the representative of each developer and CTU shall be held at regular interval (preferably quarterly) after signing of this Agreement.
- f. If any change in the transmission system covered under the LTA is required to achieve overall optimization of the system or for meeting any other statutory requirement and such changes are agreed in the concerned LTA meeting with due consultation with LTC, then the transmission system under LTA shall be suitably modified by CTU.
- g. In case LTC delays or fails to construct the generating station or dedicated transmission system, or makes an exit or abandons its project or becomes insolvent, CTU shall have the right to collect the transmission charges and/or relinquishment charges as applicable.

#### 5.0 Transfer, Relinquishment, Assignment and Pledge

The LTC shall not relinquish, transfer, assign or pledge its rights and obligations specified in this Agreement, except in accordance with the Connectivity Regulations.

- 6.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 32 of the Connectivity Regulations.



7.0 This is agreed to by LTC, signing this agreement to indemnify and hold the CTU and RLDCs/NLDC 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 CTU's and RLDC/NLDC actions pursuant to and in accordance with this Agreement.

## 8.0 Force Majeure

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events as defined in **Annex-2**. However, the party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Injection/Transmission/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

Any financial, commercial or other liability(ies) arising out of event of force majeure shall be dealt in terms of CERC Regulations, Procedures and as decided by the Commission

## 9.0 Events of Default

### i) CTU event of default

CTU shall perform the following functions under this agreement

- a) Shall issue intimation of final date of commencement of LTA to LTC within a month after the work for execution of Associated Transmission System is awarded under TBCB or within thirty days of investment approval if the work for execution of ATS is to be carried out under Regulated Tariff Mechanism.

- b) The Central Transmission Utility shall, at least 3 (three) months prior to the date of operationalization of Long Term Access, give a notice to LTC indicating the date of operationalization of Long Term Access and requiring the DIC to furnish an irrevocable, unconditional and revolving Letter of Credit.
- c) In order to monitor/ review the progress of generating units along with its dedicated & common transmission system, Joint co-ordination meeting with the representative of each developer and CTU shall be held at regular interval (preferably quarterly)
- d) The bank guarantee shall be returned by CTU six months after operationalization of entire quantum of LTA and opening of payment security mechanism as per Sharing Regulations.

In case of nonperformance of any of the above functions by CTU in a timely manner, LTC is free to seek redressal of their grievances from the CERC.

ii) LTC Event of default

If, prior to the commencement of LTA, LTC does not furnish or fails to furnish the Letter of Credit of requisite amount and other Payment Security Mechanism in accordance with Sharing Regulations and BCD Procedures issued by CTU thereunder, the same shall constitute LTC event of Default and would entitle CTU to encash the bank guarantee to recover due transmission charges and relinquishment charges, foreclose and terminate the LTA Agreement with liability to pay relinquishment charges after giving 15 days notice of default to the LTC.

The LTC may choose to remedy the default by furnishing Letter of Credit and other Payment Security Mechanism to CTU or payment of transmission charges, as the case may be, within such notice period, failing which the LTA Agreement and consequently the LTA shall stand cancelled forthwith with liability for payment of relinquishment charges by the LTC.

Further, if the LTC relinquishes the LTA in part or full, such relinquishment shall be with a liability to pay to CTU the relinquishment charges for the relinquished quantum as per the CERC Connectivity Regulations, and the non-payment of such dues shall be an event of default.

**10.0 Notice**

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.

11.0 This Agreement shall be valid from the date of signing of this agreement till the validity of Long-Term Access 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: .....**

**Signature :.....**

**Signature:.....**

**Name:.....**

**Name:.....**

**Designation.....**

**Designation.....**

**For and on behalf of**  
**.....(Name of Long Term Customer).....**  
**CIN .....**

**Signature :.....**

**Signature:.....**

**Name:.....**

**Name:.....**

**Designation.....**

**Designation.....**

## 1.1 **Force Majeure**

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

### (a) **Natural Force Majeure Events:**

- i. *act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and*
- ii. *epidemic/ pandemic notified by Indian Governmental Instrumentality.*

### (b) **Non-Natural Force Majeure Events :**

- i. *Direct Non–Natural Force Majeure Events*
  - *Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or*
  - *the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under this LTA Agreement or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the LTC's subject generation Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or*
  - *any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the LTC's subject generation Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.*

ii. *Indirect Non - Natural Force Majeure Events*

- *act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or*
- *radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or*
- *industry-wide strikes and labour disturbances, having a nationwide impact in India.*