

CON-6

Connection Agreement

THIS AGREEMENT is made the [.....] day of [.....], 20[....]

AMONGST:

[Central Transmission Utility of India Limited] (hereinafter called the “**CTU**”) having its registered office at Plot No. 2, Sector 29, Gurugram 122001, Haryana, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

And

[Name and registered address of the applicant Company] (hereinafter called “**the Applicant**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

And

[Name and registered address of the inter-State transmission licensee] (herein after called “**the inter-State transmission licensee**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

CTU, Applicant and Inter-state transmission licensee are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- (A) The Applicant has applied to the CTU for connection of the [*mention generating station including a captive generating plant or Bulk consumer as appropriate*] facility to the Inter-State Transmission System (ISTS) network and its use to transmit electricity to and or from the Facility.
- (B) The CTU has agreed to the connection of [*mention generating station including a captive generating plant or Bulk consumer as appropriate*] Facility to transmit electricity as well as real time data to and from the Facility through the ISTS network.
- (C) The Parties shall enter into this connection agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, in addition to the estimated cost required to be carried out by the Inter-State transmission licensee for works related to the interconnection, in accordance with the Connection Agreement. In the case of a generating plant seeking connection to the inter-state transmission system, a tripartite Connection Agreement would be signed between the CTU, the inter-State transmission licensee and the applicant, since the planning of the inter-State transmission system, insulation coordination, system studies, etc. are the responsibility of the CTU. The responsibilities of the three parties would be defined accordingly in the tripartite Agreement.
- (D) The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties is being executed in time.

Penalties for non-completion of works in time by one party resulting in financial losses to the other party may be appropriately priced, as per mutual agreement, for indemnification of each other against losses incurred in this regard. Similarly, for the regular O&M of the connection equipment owned by the Applicants and located in the Inter-State transmission licensee's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

- (E) Further, a signed copy of the agreement along with all the Annexures, and amendments when ever made, shall be submitted to RLDC/NLDC.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- (a) The parties shall abide by 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 and its amendments thereof, in respect of procedure of grant of connectivity and other matters.
- (b) The applicant or inter-State transmission licensee, as the case may be, shall be responsible for planning, design, construction, safe and reliable operation & maintenance of its own equipment in accordance with 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 its amendments thereof as well as other statutory provisions. In case of bay extensions, the applicant shall consider the existing station(s) as DCP at respective ends (as the case may be).
- (c) The Applicant 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 licensee as per IEGC. Inter-State transmission licensee shall provide access to Applicant's data transfer through communication network on mutually agreed terms. Additional communication system from DCP to the concerned RLDC shall be the responsibility of Inter-State transmission licensee; however its cost shall be borne by the Applicant. The responsibility of data transfer shall be that of the Applicant.

1.2 The following documents and their schedules which have been initialed by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below:-

- (a) Application for seeking connection to the inter-State transmission system
- (b) Intimation for grant of Connectivity
- (c) Additional information for signing Connection Agreement
- (d) Connection Offer Letter; (letter Ref. No.....dated.....)
- (e) This Agreement;

1.3 Availability of Statutory/Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the Applicant or Inter-State transmission licensee shall be responsible for obtaining the statutory clearances/approval including transmission license (if required) for carrying out the works requiring connection to the ISTS. Accordingly, the provisions of the Agreement dealing with the carrying out of the works, either by the Applicant or Inter-State transmission licensee (unless otherwise agreed mutually) in all respects would be conditional and subject to the parties being satisfied that the necessary approvals/clearances are available with the Applicant or Inter-state transmission licensee, as the case may be.

2 Agreement to Pay Charges and Costs

2.1 Agreement to Monthly Transmission Tariff

The applicant declares that it shall pay the Monthly Transmission Tariff including ULDC/NLDC charges, for use of Inter-State Transmission System, as and when Long term access, Medium-term open access or short-term open access is availed by the applicant, in accordance with the relevant regulations of CERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of Inter-state transmission licensee for accommodating the proposed connection as specified in the letter of CTU furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused to the property of the Inter-state transmission licensee which has been notified by the Inter-state transmission licensee, within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay Charges for construction of Bays:

The Applicant will execute an agreement with Inter-State transmission licensee for the erection of equipment of Applicant in the substation premises of the Inter-State transmission licensee for construction of bays, if required. For this purpose the Applicant shall pay charges to the Inter-State transmission licensee on mutually agreed terms.

2.5 Agreement to pay O&M Charges:

The Applicant shall pay O&M charges to the Inter-State transmission licensee on mutually agreed terms for the bay equipment of Applicant being operated & maintained by the Inter-State transmission licensee in their substation. These O&M charges will be governed from time to time as per mutually agreed terms.

3. Conditions Precedent to the implementation of the Charging Instructions

The Applicant shall have to get appropriate “Charging Instructions” prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only on confirmation from the Applicant and Inter State Transmission Licensee that:

- (a) The Connection Works have been completed;
- (b) The Applicant has complied with its all obligations as set out in the Offer Letter;
- (c) The Applicant has demonstrated the voice & data communication facilities to concerned RLDC;
- (d) The applicant and Inter-State transmission licensee have obtained necessary approvals like PTCC, clearance from Electrical Inspectorate of CEA etc. from competent authority;
- (e) The Applicant and Inter-State transmission licensee have complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments thereof.

4. Metering

The applicant shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC regulation, 2010 and its amendments thereof.

5.1 Site Access

Being restricted area the Inter-State transmission licensee may give permission or allow access to the employees and/or authorized agents and/or authorized subcontractors and/or authorized invitees of the Applicant in it’s premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc., based on a written request by the Applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the Inter-State transmission

licensee 's authorized representative to safeguard the safety and security requirements of Inter-State transmission licensee's installations and safety of the representatives of the Applicant or Inter-State transmission licensee.

Similarly the Applicant may also allow, on prior permission, site access to the Inter-State transmission licensee 's employees and/or authorized agents invitees to carry out preliminary site investigation works, inspections, etc. in the connection site of the Applicant, provided that a written request has been made giving reasonable advance notice.

5.2 Conditions of access

Site access for the Applicant or Inter-State transmission licensee shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the Applicant or Inter-State transmission licensee and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

6. Transfer Assignment and Pledge

The Applicant or Inter-State transmission licensee shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person except as provided under Regulation 8A of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and its amendments thereof.

7. 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 registered mail/speed post of the department of post with an acknowledgment due or by a courier agency with proof of delivery to other party (ies) as per authorization by parties.

The authorities of the parties who shall be responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

8. Settlement of Disputes and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

9. Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of the Applicant or inter-State transmission licensee as the case may be, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics/ pandemics notified by Indian Governmental Instrumentality;
- War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, other civil commotion including but not limited to revolution, riot, insurrection, act of terrorism or sabotage in each case within India;
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, Inter-state transmission licensee, or any facility or system that is integral to and substantial for the performance of this agreement.
- Any event or circumstances of nature analogous to any events set forth above within India.

Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure event notify the other in writing of such cause(s) and mitigation methods proposed.

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

10 Confidentiality

The parties shall keep in confidence any information obtained under this Connection Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is

- a) in the public domain,
- b) already in the possession of the receiving party,
- c) required by the Govt. Ministries/Agencies/Court of competent jurisdiction.

The information exchanged herein between the parties shall be used only for the purpose of, and in accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Connection Agreement.

11 Governing Laws and Jurisdiction

The agreement shall be governed by Indian Laws and Rules made there under.

12 Amendment to The Connection Agreement

In case of Modification to point of connection like re-allocation of bays, upgradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the CTU and the Applicant and Inter-State transmission licensee have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of:-

[CTU Details]

Signed for and on behalf of:-

[Applicant or ISTS licensee Details as the case may be]

Appendix

Time schedule for completion of works of generator/bulk consumer, including the timelines for the various milestones to be reached for completion of works (PERT chart).