

FORMAT-CONN-CA-5 (Cat-1 Transition)

CONNECTIVITY AGREEMENT (Cat-1 Transition)

***Under Regulation 10.3 read with Regulation 37 of CERC
(Connectivity and General Network Access to the Inter-State
Transmission System) Regulations, 2022.***

Between

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED

AND

PARTY NAME

This Connectivity Agreement having ref. no. **C/CTUIL/CA/...../** entered into on the day of.....Two Thousand Twenty Three (2023) 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, India (hereinafter referred to as “**Nodal Agency/CTU**” 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..... and correspondence address
....., India (hereinafter referred to as 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. The present agreement is being signed between Nodal Agency and the(Party Name) in terms of Regulation 10.3 read with Regulation 37 of

the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 [hereinafter referred to as "GNA Regulations, 2022"]. The recitals have been framed in accordance with various provisions of the GNA Regulations, 2022".

- B. The Nodal Agency vide intimation no. dated had granted Connectivity/LTA for MW to(Party name) as per the then prevalent Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 ("CERC Connectivity Regulations, 2009"). Further to such grant, a LTA agreement /Transmission agreement was executed between Nodal Agency and(Party Name), copy of which is annexed under "**Schedule-A**" to the present agreement.
- C. In terms of the provisions of the GNA Regulations, 2022,(Party Name) vide letter dated has exercised its option for transition of the subject Connectivity/LTA granted under Connectivity Regulations to GNA Regulations and has submitted the requisite Bank Guarantee to CTU, details of which are annexed under "**Schedule-B**" to the present agreement.

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

1. The existing transmission agreement ref no. signed on and LTA agreement ref no. stands aligned under the GNA Regulation, 2022. The quantum of connectivity/LTA transitioned shall be as per CTU letter/intimation no.dated.....(attached as "**Schedule C**"). Accordingly, for the period prior to the GNA transition, all issues pertaining to the said connectivity/LTA including payment of transmission charges shall be governed by the then applicable "CERC Connectivity Regulations, 2009" and other applicable CERC Regulations. Further, from the date of the transition, it shall be governed by GNA Regulations, 2022" and other

applicable CERC Regulations.

2.Party Name shall enter into Connectivity Agreement (Cat-2) as per FORMAT-CONN-CA-5 (Cat-2) inter-alia containing technical connection details along with any amendments (inclusive of amendments, if any, in future) as issued by CTU and it shall become an integral part of this agreement. Further, physical connection to ISTS shall be allowed only after signing of both the agreements viz. FORMAT-CONN-CA-5 (Cat-1 Transition) & FORMAT-CONN-CA-5 (Cat-2) by the(Party Name).
2.(Party Name) undertakes to comply with the mandate, requirements and obligations under the Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures and amendments thereof or re-enactment, including but not limited to the following:-
 - i) Electricity Act, 2003;
 - ii) CERC (Connectivity and General Network Access to the inter-State transmission System) Regulations, 2022 and corresponding Detailed Procedure for Connectivity and GNA;
 - iii) Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020;
 - iv) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023;
 - v) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017;
 - vi) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
 - vii) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2022;
 - viii) CEA (Grid Standard) Regulations, 2010;
 - ix) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
 - x) CEA (Measures relating to Safety and Electricity Supply) Regulations, 2010;
 - xi) CEA (Installation and Operation of Meters) Regulations, 2006;

- xii) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;
- xiii) CEA (Cyber Security in Power Sector) Guidelines, 2021;
- xiv) CEA (Manual of communication planning in Power System operation), March 2022;
- xv) Directions/Orders of the CERC/APTEL etc. *vis-a-vis* open access and liability emanating arising out of grant of open access.
- xvi) Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

In case of any non-compliance of the above, treatment of the same shall be dealt by the Nodal Agency in terms of the relevant provisions of the law.

3. Confidentiality

The(Party Name).. shall keep in confidence any information obtained under this Connectivity 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/**RLDC/NLDC**/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 the Connection Agreement.

- 4. By signing this agreement(Party Name) has agreed to indemnify and hold the Nodal Agency harmless 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.
- 5. 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.

6. This agreement shall be valid from the date of signing of this agreement till the validity of Connectivity/GNA, 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 CTU
CENTRAL TRANSMISSION UTILITY OF INDIA
LTD.
CIN: U40100HR2020GOI091857**

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

**For and on behalf of
PARTY NAME
CIN:**

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

SCHEDULE "A"

Copy of the LTA Agreement/Transmission Agreement

<u>S.No.</u>	<u>Party Name</u>	<u>MW</u>	<u>TA/LTA Ref no.</u>	<u>Date of signing</u>

SCHEDULE "B"

Details of the Bank Guarantee(s) submitted: -

<u>S.No.</u>	<u>Bank Guarantee(s)</u>	<u>BG No. and date</u>	<u>Amount</u>	<u>Expiry date</u>	<u>Claim date</u>	<u>Bank</u>
1.	Conn-BG1					
2.	Conn-BG2					
3.	Conn-BG3					

SCHEDULE "C"

Intimation No. & Connection Details/Tentative Technical Connection Data