

Connectivity Agreement-IEGC

Connectivity Agreement

THIS AGREEMENT is made on this 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/ inter-State transmission licensee/ State Transmission Utility/ intra-State transmission licensee/Bulk Consumer/distribution licensee] (herein after called “the Applicant”/ “the Inter-State Transmission Licensee [ISTL]-A,B,C.... ”/ “the State Transmission Utility/ Intra-State Transmission Licensee [STU/InSTL]-A,B,C....”/ “***Bulk Consumer***”/ “***distribution licensee***”) 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/ State Transmission Utility/ intra-State transmission licensee] (herein after called “*inter-State transmission licensee [ISTL]-A,B,C.... / State Transmission Utility/ intra-State transmission licensee [STU/InSTL]-A,B,C....*”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

Note: (Applicability of ISTL-A,B,C.... and STU/ InSTL-A,B,C.... will be as per the project requirement)

Applicant, Inter-state Transmission Licensee-A,B,C....(as applicable) and State Transmission Utility/Intra-State Transmission Licensee-A,B,C....(as applicable) are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- (A) The Applicant has applied to the CTU vide application no. dated for connection of [*Name of the applicant, project*] facility to the Inter-State Transmission System (ISTS) network.
- (B) The CTU has agreed to the connection of [*Name of the applicant, project*] Facility (... *Mention details of the connection point, the name of sub-station, name of line which is to be made LILO, etc....*) to transmit electricity as well as real time data telemetry to and from the Facility through the ISTS network.
- (C) The inter-State transmission licensee/ State Transmission Utility/ intra-State transmission licensee is entering into this connectivity agreement with the ISTS licensee(s) to which it is getting connected and Central Transmission Utility, as provided for in Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 and Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022.
- (D) The Parties have entered into this connectivity agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works specific to the scope mentioned herein, in accordance with the Connectivity Agreement. The responsibilities of the parties are defined accordingly in this Agreement.
- (E) 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 have been 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 ISTL/STU/InSTL (as applicable) premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

- (F) Further, a signed copy of the agreement along with all the Annexures, and amendments whenever made, shall be submitted to RLDC/NLDC by _____ .

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 all the applicable provisions of Electricity Act, 2003, Regulations/Detailed Procedures and Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 and Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, in respect of procedure of grant of connectivity and other matters.
- (b) The applicant and ISTL/STU/InSTL, 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 Act/Regulations/Procedures, including but not limited to, 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, 2022, Central Electricity Authority (Grid Standards) Regulations, CERC Sharing Regulations, 2020, CERC Indian Electricity Grid Code (IEGC) Regulations, 2023 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 licensees as per IEGC Regulations, 2023. ISTL/ STU/InSTL (as

applicable) 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 ISTL/STU/InSTL (as applicable); however, its cost shall be borne by the Applicant. The responsibility of data transfer shall be that of the Applicant.

- (d) This agreement (Connectivity Agreement-IEGC) being in the nature of a technical agreement shall have no commercial implications/repercussion whatsoever coming out from the terms of this agreement and shall have no commercial bearing on CTUIL.

1.2 The following documents and their schedules which have been initialled 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) Additional information for signing Connectivity Agreement
- (b) Connection details Letter (*No. dated*);
- (c) This Agreement;

1.3 Availability of Statutory/Regulatory Approval

The applicant shall be responsible for obtaining the statutory clearances/approval including transmission licensee (if required) for carrying out the works requiring connection to the ISTS.

2 Agreement To Pay Charges And Costs

~~2.1 Agreement to pay applicable charges as per relevant Regulations of CERC~~

Not applicable.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of ISTL/STU/InSTL (as applicable) 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 ISTL/STU/InSTL (as applicable), which has been notified by the ISTL/STU/InSTL (as

applicable), 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 ISTL/STU/InSTL (as applicable) for the erection of equipment of Applicant in the substation premises of the ISTL/STU/InSTL (as applicable) for construction of bays, if required. For this purpose, the applicant shall pay charges to the ISTL/STU/InSTL (as applicable) on mutually agreed terms.

2.5 Agreement to pay O&M Charges:

The Applicant shall pay O&M charges to the ISTL/STU/InSTL (as applicable) on mutually agreed terms for the bay equipment of Applicant being operated & maintained by the ISTL/STU/InSTL (as applicable) 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 Commissioning Instructions

The applicant shall procure appropriate “Charging Instructions” prior to first charging of the equipment through the grid. The charging instructions shall be issued on confirmation from the Applicant (ISTL/STU/InSTL, as applicable) that:

- (a) the Connection Works have been completed;
- (b) the Applicant has complied with its all obligations as set out in the Connection details Letter;
- (c) the Applicant has demonstrated the voice & data communication facilities to concerned RLDC;
- (d) the Applicant have obtained necessary approvals like PTCC, clearance from Electrical Inspectorate of CEA etc. from competent authority;
- (e) the Applicant have complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendment 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, 2023 and its amendment thereof.

5.1 Site Access

The Applicant shall also allow, on prior permission, site access to the ISTL/ STU/InSTL(as applicable) 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. Further applicant shall also allow, on prior permission, site access to the CTU/CEA/RLDC employees and/or authorized agents / invitees.

5.2 Conditions of access

Site access for the Applicant (ISTL/STU/InSTL, as applicable) 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 (ISTL/STU/InSTL, as applicable) and its duly authorized employees and agents to safeguard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind/monies.

6. Transfer Assignment and Pledge

The Applicant shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person/entity except as provided under the provisions of the CERC GNA Regulations.

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 Email/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. Confidentiality

The parties 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/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 Connectivity Agreement.

The Parties are aware that if any falsity / inaccuracy / incorrectness is detected at any stage, applicant shall be liable for rejection or revocation of connection to ISTS along with all associated consequences in this regard, including encashment of bank guarantee and any other suitable action deemed fit under the law.

9. Indemnification:

This is agreed to by Applicant and Inter-State transmission licensee, signing this agreement to indemnify and hold CTU harmless at 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 actions pursuant to and in accordance with this Agreement.

10. Governing Laws

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

11. Amendment to The Connectivity 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 Connectivity Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the CTU and the Applicant (Bulk Consumer/ Distribution licensee/ISTL/ STU/InSTL, as applicable) 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]

.....
Witness
Name:

.....
Signed for and on behalf of:-
[Applicant (Bulk consumer/distribution licensee/ISTL/STU/InSTL) Details]

.....
Witness Name:

.....
Signed for and on behalf of:-
[ISTL/STU/InSTL Details]

.....
Witness
Name:

Appendix

Time schedule for completion of works of STU/InSTL/ISTS Licensee/Applicant, including the timelines for the various milestones to be reached for completion of works (PERT chart)