

**Connectivity Agreement [Agreement No....]
(For Connectivity Applicant under CERC GNA Regulations, 2022)**

[As per Regulation 10 of CERC Connectivity and General Network Access to the Inter-State Transmission System Regulations, 2022]

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] (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] (hereinafter 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;

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 ESS [as appropriate] vide connectivity application number]* 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 ESS [as appropriate] vide connectivity intimation number]* Facility to transmit electricity as well as real time data to and from the Facility through the ISTS network. The details of the facility to be connected ISTS are:

Description	Details
Name of Entity	
Nature of Entity (In line with GNA Regulation)	
Active power of the facility being injected into Grid	MW
Point of Interconnection (PoI)	
Voltage level at PoI	
Name of fuel	
Location of entity facility (Distt. & State)	
Installed capacity of the facility	MVA
Start date of connectivity (as per Final grant of connectivity)	

- (C) In case of non-compliance or failure to demonstrate compliances as mandated herein, M/s ...<party>.. shall make necessary augmentations/modifications so as to enable the mandated compliances by the facility without any delay or demur.
 - (D)(Entity Name), shall furnish the data including real time disturbance records/ station event logs/etc. pertaining to their facility as may be required by CTU within the timeframe specified under Regulation 37 of CERC Indian Electricity Grid Code, 2023.
 - (E) The Parties are entering into this Connectivity 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 Connectivity Agreement. In the case of a generating plant seeking connection to the inter-state transmission system, a tripartite Connectivity Agreement would be signed between the CTU, the inter-State transmission licensee and the applicant. The responsibilities of the three parties would be defined accordingly in the tripartite Agreement.
 - (F) 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 on 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.
- (G) Further, a signed copy of the agreement along with all the Annexures, and amendments when ever 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 (**Connectivity and General Network Access to the Inter-state Transmission System**) Regulations, 2022 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 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, Indian Electricity Grid Code (IEGC), 2023, CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Cyber Security in Power Sector)

Guidelines 2021 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 Regulations, 2023. Inter-State transmission licensee shall provide access to Applicant's data transfer through communication network on mutually agreed terms. The applicant shall provide all necessary support and suitable optical interfaces to ISTS licensee configuration of communication system for data transfer upto RLDC. The overall responsibility of data transfer shall be that of the Applicant.
- (d) **Priority of Agreements:** - In case of any conflict between the provisions of the CERC GNA Regulations and the terms of the Connectivity Agreement (FORMAT-CONN-CA-5 Cat-1 and FORMAT-CONN-CA-5 Cat-2), the provisions of the GNA Regulations shall take precedence over the terms of the Connectivity Agreement. Further, in case of any conflict between the provisions of FORMAT-CONN-CA-5 Cat-1 and FORMAT-CONN-CA-5 Cat-2, the terms of FORMAT-CONN-CA-5 Cat-1 shall take precedence over the terms of FORMAT-CONN-CA-5 Cat-2. Accordingly, the priority in case of conflict shall be as follows: -
 - 1. GNA Regulations.
 - 2. FORMAT-CONN-CA-5 Cat-1
 - 3. FORMAT-CONN-CA-5 Cat-2

This agreement (FORMAT-CONN-CA-5 Cat-2) being in the nature of a technical agreement shall have no commercial implications/repercussion whatsoever coming out from the terms of this agreement on CTUIL and shall have no commercial bearing on connectivity agreement (FORMAT-CONN-CA-5 Cat-1) as well.

- 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) Technical connection data (including models/reports) submitted for interconnection with ISTS
 - (b) **Final grant of Connectivity**
 - (d) Connection Detail Letter; (letter Ref. No.....dated.....)
 - (e) This Agreement viz. FORMAT-CONN-CA-5 Cat-2;

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

The applicant declares that it shall pay one time GNA charges and any other charges as applicable 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 (as applicable)

The Applicant shall procure 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 connection details;
- (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 (IEMs and accessories), in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC regulation, 2023 and its amendments thereof.

5.1 Site Access

The Applicant shall also allow, on prior permission, site access to the Inter-State transmission licensee 's employees and/or its 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 site access for CTU/CEA/RLDC employees in their premises. 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 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/monies.

6. Transfer Assignment and Pledge

The Applicant shall not transfer, assign or pledge its rights and obligations under this connection to any other person except as provided under CERC (Connectivity and General Network Access to the inter-state Transmission system) Regulations, 2022 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 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 Connection details 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 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 and Jurisdiction

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

11. Amendment to The Connection

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 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]

.....

Witness

Name:

.....

Signed for and on behalf of:-

[Applicant Details]

.....

Witness

Name:

.....

Signed for and on behalf of:-

[Inter-State transmission licensee Details]

.....

Witness

Name:

Appendix

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