

**REVISED PROCEDURE FOR**

**“GRANT OF CONNECTIVITY TO PROJECTS**

**BASED ON RENEWABLE SOURCES TO INTER-STATE TRANSMISSION SYSTEM”**

1. This Procedure is issued in accordance with Regulation 27 of 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 (hereinafter referred to as “the Connectivity Regulations”) in supersession of the Detailed Procedure for “Grant of Connectivity to Projects based on Renewable Sources to inter-State Transmission System” dated 15.5.2018 (hereinafter referred to as “the Pre-revised Procedure).

**2. Applicability**

2.1. This Procedure shall be applicable to the following:

i) Applicants covered under sub-clauses (aa), (cc), (f), (g) and (h) of Clause (1)(b)(i) of Regulation 2 of the Connectivity Regulations.

ii) Central Transmission Utility (CTU), Regional Load Despatch Centres (RLDCs), State Load Despatch Centres (SLDCs), State Transmission Utility (STUs), concerned distribution companies and Renewable Energy Implementing Agencies.

2.2. Applications for Connectivity under this Procedure shall be processed in two stages:

(a) Stage-I Connectivity

(b) Stage-II Connectivity

2.3. An entity may apply for Stage-I Connectivity and Stage-II Connectivity separately or simultaneously. The application for Stage-II Connectivity may be made along with or after application for Stage-I Connectivity.

**3. Address**

Communications with CTU under this Procedure shall be done at the following address (or any other address as stipulated by CTU):

Chief Operating Officer (CTU-Planning)  
Power Grid Corporation of India Limited

#### **4. Eligibility**

- 4.1 Applicants covered under sub-clauses (aa), (cc), (f), (g) and (h) of Clause (1)(b)(i) of Regulation 2 of the Connectivity Regulations shall be eligible to apply for grant of Connectivity under this Procedure.
- 4.2 The generation capacity already connected to the Grid (Inter-State Transmission System or Intra-State Transmission System) or for which Connectivity is already granted under the Connectivity Regulations, cannot apply for additional Connectivity for the same generation capacity.
- 4.3 In the event of augmentation of the generation capacity, a fresh application for additional generation capacity shall be submitted as per the provisions of this Procedure.
- 4.4 The Applicants who have been granted Connectivity to ISTS for the generation projects based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full, under intimation to CTU. In such cases, CTU shall incorporate the necessary change in connection agreement.

#### **5. Provisions with regards to Connectivity and Bank Guarantee**

- 5.1 After coming into force of this Procedure, for an entity which has been granted Stage-II Connectivity under the Pre-revised Procedure,
- (1) Any action already initiated for revocation of Stage-II Connectivity or encashment of Bank Guarantee prior to the issue of this Procedure shall be completed under the Pre-revised Procedure.
  - (2) Any action including revocation of Stage-II Connectivity or encashment of Bank Guarantee initiated after the issue of this Procedure shall be in accordance with this Procedure.
  - (3) Conn-BG submitted under the Pre-revised Procedure shall be treated as Conn-BG1 for Rs. 50 lakh and Conn-BG2 for the balance amount.
  - (4) In the event of encashment of such Conn-BG1 or Conn-BG2 as worked out in terms of sub-clause (3) of Clause 5.1 above, under Clause 10.8 of this Procedure:
    - (i) If the associated bay(s) at the ISTS sub-station is being constructed by Stage-II grantee itself, amount corresponding to Conn-BG1 shall be forfeited and balance amount being treated as Conn-BG2 under this Procedure shall be refunded.
    - (ii) If the associated bay(s) at the ISTS sub-station is being constructed by ISTS

licensee, amount corresponding to Conn-BG1 and amount of Conn-BG2 in terms of Clause 10.8(a) of this Procedure shall be forfeited and any excess amount submitted as Conn-BG under the Pre-revised Procedure shall be refunded.

5.2 Utilisation of Connectivity granted to the Parent Company by its Subsidiary company(ies) and Transfer of Connectivity:

5.2.1 The utilisation and transfer of Connectivity shall be governed in accordance with Regulation 8A of the Connectivity Regulations.

5.2.2 In the cases covered under 4<sup>th</sup> (fourth) proviso of Regulation 8A of the Connectivity Regulations, where the subsidiary companies have been allowed to utilize the Connectivity granted to the parent company and vice versa, the Connectivity grantee shall be responsible for all operational and commercial obligations of the concerned renewable energy generating station(s) including compliance with the provisions of the Grid Code and other regulations of the Commission, related to grid security, scheduling and dispatch, collection and payment/ adjustment of transmission charges, deviation charges, congestion and other charges etc.

5.3 Scope of bay(s) for dedicated transmission line:

For Connectivity, the dedicated transmission line including line bay(s) at generator pooling station shall be under the scope of the Applicant and the associated bay(s) at the ISTS sub-station shall be under the scope of transmission licensee owning the ISTS sub-station subject to compliance of relevant provisions of Tariff Policy.

Provided that the Applicant may, if it so chooses, construct the associated bay(s) at its own cost, subject to approval of the CTU and agreement with the transmission licensee owning the ISTS sub-station.

**6. Application for Stage-I Connectivity**

6.1 Applications for grant of Connectivity to ISTS shall be made online as per the application form [FORMAT-RCON-I] available at <https://openaccess.powergrid.in>.

6.2 Documents to be submitted along with the online Application:

- (i) Online application bearing Class 3 digital signature of the Applicant.
- (ii) Scanned copy of notarized affidavit as per FORMAT-RCON-A for each application.
- (iii) Bank generated UTR Number as proof of payment of Application Fee through NEFT/RTGS/IMPS. The Application Fee for 'Stage-I Connectivity' shall be the same

as the Application Fee for Connectivity as per the Connectivity Regulations.

- (iv) Scanned copy of the Board Resolution authorizing filing of application and designating a person for the same, where the Applicant is a company;
- (v) Scanned copy of authorization certificate issued by the Central or State Government to Renewable Power Park Developers, Renewable Energy Implementing Agency as may be applicable.

- 6.3 The processing of applications for Stage-I Connectivity shall be in accordance with Regulation 5A of the Connectivity Regulations.
- 6.4 The applications for Stage-I Connectivity with date and time stamp shall be displayed on website of CTU.
- 6.5 The Stage-I Connectivity grantees who fail to apply for Stage-II Connectivity within 24 months from grant of Stage-I Connectivity shall cease to be Stage-I Connectivity grantee and their Application Fees shall be forfeited.
- 6.6 If entire or part of Stage-I Connectivity is not utilized for Stage-II Connectivity, such unutilized capacity shall be cancelled under the timeframe provided at Clause 6.5 above and Application Fees shall be forfeited.

## **7. Grant of Stage-I Connectivity**

- 7.1 Upon receipt of the application for grant of Connectivity, CTU shall carry out necessary study for grant of Connectivity in the available margin in the nearest existing ISTS sub-stations or in new sub-stations under implementation/ planning stage.
- 7.2 New sub-stations for harnessing renewable generation potential shall be planned by CTU in consultation with Central Electricity Authority (CEA), and Ministry of New and Renewable Energy (MNRE) or its designated agency/ authority/ nodal officer. CTU shall regularly interact with MNRE or its designated agency/ authority/ nodal officer in this regard. The sub-station shall be implemented in terms of the tariff policy.
- 7.3 CTU shall grant Stage-I Connectivity indicating the location (ISTS sub-station where Connectivity shall be granted) within 60 days of the last date of the month in which the application was received.

Provided that grant of Stage-I Connectivity shall not create any rights in favour of the grantee on inter-State transmission system.

Provided further that if capacity at the location where Stage-I Connectivity is granted becomes unavailable at a later stage, an alternate location shall be allocated at the time of grant of Stage-II Connectivity.

- 7.4 CTU shall indicate to the Connectivity grantee, the voltage level for the purpose of Connectivity of the Dedicated Transmission Line to the ISTS line bay.
- 7.5 Unless otherwise indicated at the time of grant of Stage-I Connectivity, the power carrying capacity of the Dedicated Transmission Line shall be as below:

**Table1: Capacity of the Dedicated Transmission line**

Sl. No.	Voltage Level	Minimum Capacity of the Dedicated Transmission Line (per circuit)
1	132 kV *	80 MW
2	220 kV / 230 kV	300 MW
3	400 kV	900 MW

\* Note: For North Eastern Region only.

- 7.6 The Connectivity granted under this Procedure can also be utilized for intra-State sale of power.
- 7.7 CTU shall display the updated status of allocation of bay(s) (inter alia quantum of Stage-II Connectivity granted bay-wise, bay-wise balance quantum for which Stage-II Connectivity can be granted) at the existing or the proposed ISTS sub-stations on its website on weekly basis.
- 7.8 Change in the location of project keeping the connectivity with ISTS substation same shall not be construed as material change in location under first proviso to Regulation 8(1) of Connectivity Regulations. The grantee shall inform the CTU about the same.

## **8. Progress and Monitoring after grant of Stage-I Connectivity**

- 8.1 The Stage-I Connectivity grantees shall update the quarterly progress of development of their associated transmission infrastructures and generation projects for the milestones covered in the FORMAT-RCON-I-M (available online on CTU website) by 30<sup>th</sup> day of June and 31<sup>st</sup> day of December of each year.
- 8.2 Progress on the milestones listed in the FORMAT-RCON-I-M shall be used as input for implementation of the planned ISTS system as well as for planning new augmentation.
- 8.3 CTU shall update the progress of associated transmission system required for evacuation of power from the renewable energy generating stations, on its website by the last day of each quarter.

## 9. Application for Stage-II Connectivity

9.1 Applications for grant of Stage-II Connectivity to ISTS shall be made online as per the application form [FORMAT-RCON-II] available at <https://openaccess.powergrid.in>.

### 9.2 Eligibility for Stage-II Connectivity

Following shall be eligible for grant of Stage-II Connectivity:

9.2.1 An entity which (i) has been issued the Letter of Award (LOA) by, or (ii) has entered into a Power Purchase Agreement (PPA) with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee consequent to tariff based competitive bidding, on submission of such Letter of Award or PPA, as the case may be:

Provided that:

- (a) such an entity is a grantee of Stage-I connectivity or has applied for Stage-I Connectivity or has applied for Stage-I Connectivity and Stage-II Connectivity simultaneously.
- (b) an entity implementing the Renewable Hybrid Generating Station(s) including Round the Clock Hybrid Project, shall be eligible to apply for separate Stage-II Connectivity for each location based on the same LOA or PPA, for the capacity of the project not exceeding the quantum of power for which LOA has been awarded or PPA has been signed. For this purpose, the locations and capacity at each such location, duly certified by the Renewable Energy Implementing Agency or the distribution licensee, as the case may be, shall be submitted along with the Connectivity applications.

*Illustration:*

a) Suppose a bidder is awarded LOA for 500 MW under Round the Clock Hybrid Scheme and it has renewable hybrid generation project with installed capacity of 500 MW (wind), 500 MW (solar) and 200 MW (storage) at single location (for injection at same interconnection point). Such project shall be eligible for Stage-II Connectivity under Clause 9.2.1, for the capacity of the project not exceeding the quantum of LOA (500 MW in the instant case). If the said project intends to sell surplus power over and above LOA, it shall be required to apply for additional Connectivity under Clause 9.2.2.

b) Suppose a bidder is awarded LOA for 500 MW under Round the Clock Hybrid Scheme with projects at multiple locations - 500 MW (solar) in State 'A' and 700 MW (wind) in State 'B'. Such project shall be eligible for Stage-II Connectivity under Clause 9.2.1, for the capacity of the project not exceeding the quantum of LOA (500 MW in the instant case) at each location on the basis of same LOA. If the said project intends to sell surplus power over and above the quantum for which Stage-II Connectivity has been granted under

Clause 9.2.1, it shall be required to apply for additional Connectivity under Clause 9.2.2.

9.2.2 An entity who is a grantee of Stage-I Connectivity or has applied for Stage-I Connectivity or has applied for Stage-I Connectivity and Stage-II Connectivity simultaneously, and is not covered under Clause 9.2.1, and has achieved the following milestones:

- (i) Ownership or lease rights or land use rights for 50% of the land required for the capacity of Stage-II Connectivity; and
- (ii) Financial closure of the project (with copy of sanction letter) or release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate.

Note: The entity shall submit registered documents regarding land rights in its favour. The documents, if not in English or Hindi language, shall be furnished along with its English or Hindi translation from authorized translators.

### 9.3 **Conditions to be met by Stage-II Connectivity Grantees**

9.3.1 After grant of Stage-II connectivity, the grantees covered under Clause 9.2.1 shall have to achieve the following milestones in accordance with the Letter of Award or the Power Purchase Agreement and submit the proof to CTU within a week of achieving the milestone(s):

- (i) Ownership or lease rights or land use rights of the land.
- (ii) Financial closure with sanction letter from financial institution.
- (iii) Proof of release of funds duly supported by Auditor's certificate.

9.3.2 After grant of Stage-II Connectivity, the grantees covered under Clause 9.2.2 shall have to achieve the following milestones and submit the proof to CTU within nine months from date of grant of Stage-II Connectivity or within nine months prior to SCOD of substation at which Stage-II Connectivity is granted, whichever is later:

- (i) In case of an entity who has submitted the proof of release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate, shall submit documents regarding achievement of financial closure;
- (ii) In case of entity who has submitted documents regarding achievement of financial closures shall submit the proof of release of at least 10% of the project cost including

the land acquisition cost through equity, duly supported by Auditor's certificate.

9.3.3 If a grantee of Stage-II Connectivity covered under Clause 9.2.2, subsequently submits LOA or PPA with Renewable Energy Implementing Agency or distribution licensee, consequent upon tariff based competitive bidding within the timeline under Clause 9.3.2, it shall be deemed to be a grantee under Clause 9.2.1 and shall be required to meet the conditions under Clause 9.3.1.

9.3.4 In the event of failure to achieve above milestones as listed in Clause 9.3.1 or Clause 9.3.2 above, as applicable, Stage-II Connectivity shall be revoked by CTU under intimation to the grantee and Conn-BG1 and Conn-BG2 shall be encashed by CTU in accordance with the provisions under Clause 10.8(b) of this Procedure.

9.3.5 CTU shall monitor the status of projects on quarterly basis covered under Clause 9.3.1 and 9.3.2 and take timely necessary action.

## **10. Processing of Applications and Grant of Stage-II Connectivity**

10.1 The processing of applications for Stage-II Connectivity shall be in accordance with Regulation 5A of the Connectivity Regulations.

10.2 The applications for Stage-II Connectivity with time and date stamp shall be displayed on website of CTU. The inter-se priority for grant of Connectivity to applications received during same month shall be as per the date and time of receipt of the applications complete in all respects after rectification of deficiencies, if any.

10.3 It may happen that an entity is eligible only for Stage-II Connectivity (subject to minimum of 50 MW) for part of the capacity covered under grant of Stage-I Connectivity. In such a case, grant of Stage-II Connectivity for part capacity shall be allowed.

Example: A company is granted Stage-I Connectivity for 1000 MW and it wins a bid for 250 MW and is eligible for grant of Stage-II Connectivity w.r.t other milestones. It is eligible to apply for grant of Stage-II Connectivity for such part capacity (250 MW) which shall be considered by CTU in terms of this Procedure.

10.4 CTU while processing the application for Stage-II Connectivity may seek such clarifications, additional information, confirmation, as may be required, and may verify the status of development of the generator pooling station at the end of the Applicant.

10.5 The applications shall be processed by 15<sup>th</sup> day of the following month reckoned from 2400 hrs. of the last day of the month in which the applications were received. Intimation for grant of Stage-II Connectivity shall be issued within a period of 15 days thereafter.



10.6 The intimation for grant of Stage-II Connectivity shall include the following:

- (i) Name of the ISTS Sub-station where Stage-II Connectivity is granted.
- (ii) The bay number and Single Line Diagram in case of an existing or under construction sub-station.
- (iii) In case of a new sub-station, the confirmation of the location of the sub-station, SCOD and allocation of bay(s), after finalizing the same in consultation with the implementing transmission licensee of the sub-station, within three months of the award of contract for construction of such sub-station.

10.7 The Stage-II Connectivity grantee shall sign the Transmission Agreement for Connectivity and submit the Connectivity Bank Guarantee (Conn-BG1 and Conn-BG2), as prescribed below, to CTU within 30 days of issue of intimation of grant of Connectivity. No extension of time shall be granted and in case of failure to sign the Agreement and/ or to furnish the requisite bank guarantee, Stage-II Connectivity shall be cancelled under intimation to the Stage-II Connectivity grantee.

10.8 Conn-BG1 and Conn-BG2 issued by a scheduled bank in favour of "Power Grid Corporation of India Ltd" shall be submitted as per FORMAT-RCON-BG, for the amount as detailed below:

(a) Conn-BG1 and Conn-BG2 shall be furnished by the Applicants as detailed below:

<b>Bay allocated</b>	<b>Conn-BG1</b>	<b>Conn-BG2</b>	<b>Additional Conn-BG2 for each additional bay</b>
132 kV	Rs. 50 Lakh	Rs. 3 crore	Rs. 3 crore
220/230 kV	Rs. 50 Lakh	Rs. 3 crore	Rs. 3 crore
400 kV	Rs. 50 Lakh	Rs. 6 crore	Rs. 6 crore

Provided that Conn-BG2 and Additional Conn-BG2 shall not be payable if the Stage-II Connectivity grantee constructs the bay by itself;

(b) In case Stage-II Connectivity is revoked in accordance with Clause 9.3.4 or Clause 11.2 of this Procedure, Conn-BG1 and Conn-BG2 shall be encashed.

Provided that Conn-BG2 shall be returned to the grantee if at the time of revocation of Stage-II Connectivity, the concerned transmission licensee has not awarded the package for construction of bay(s) in connection with Stage-II Connectivity.

(c) The proceeds of such encashed Conn-BG1 and Conn-BG2 shall be adjusted in Monthly Transmission charges under CERC (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020.

10.9 Conn-BG1 and Conn-BG2, if not encashed in accordance with Clause 10.8(b) of this Procedure, shall be returned within 30 days of declaration of commercial operation of the generation project.

10.10 The Transmission Agreement for Connectivity shall inter-alia include:

- (i) Details of the allocation of bay at ISTS sub-station, if available.
- (ii) Scheduled date of commercial operation of the ISTS sub-station, if available.
- (iii) Scheduled date of commercial operation of the renewable energy generating station(s), generator pooling station and Dedicated Transmission Line.
- (iv) Undertaking to make best efforts to fully utilize the bay(s) for dedicated transmission infrastructure.

10.11 Change in the location of generation project keeping the Connectivity at the same ISTS substation shall not be construed as material change in location under first proviso to Regulation 8(1) of the Connectivity Regulations.

## **11. Monitoring of progress of renewable projects after grant of Stage-II Connectivity**

11.1 Stage-II Connectivity grantee shall furnish progress of the monitoring parameters on quarterly basis as per FORMAT-RCON-II-M by the last day of each quarter. Failure to update progress of the monitoring parameters shall be considered as adverse progress and in such cases, CTU shall approach the Commission for appropriate directions.

11.2 (A) Stage-II Connectivity grantees shall be required to complete the dedicated transmission line(s) and generator pooling sub-station(s) on or before:

(a) the scheduled date of commercial operation of the generation project, for cases covered under Clause 9.2.1, as intimated at the time of making application for grant of Stage-II Connectivity or as extended or delayed commissioning permitted by the Renewable Energy Implementing Agency or the distribution licensee or the authorized agency on behalf of distribution licensee, as the case may be.

(b) six months after the scheduled date of commercial operation as intimated at time of making application for grant of Stage-II Connectivity, for cases covered under Clause 9.2.2.

(B) If a grantee fails to complete the dedicated transmission line(s) and/or generator pooling station(s) within the timeline stipulated under sub-Clause (A) above, Stage-II Connectivity shall be revoked and Conn-BG1 and Conn-BG2 shall be encashed, as per provisions of Clause 10.8.

(C) In case of Applicants which have been granted Stage-II Connectivity under Clause 9.2.2 but are subsequently covered under Clause 9.3.1, the last date for completion of dedicated transmission line(s) and generator pooling station(s) shall be the SCOD of the project or as extended or delayed commissioning permitted by the Renewable Energy Implementing Agency or the distribution licensee or the authorized agency on behalf of distribution licensee, as the case may be.

11.3 The Stage-II Connectivity grantee shall furnish certificate issued by Electrical Inspectorate of CEA under Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of same from CEA.

11.4 On a specific request of Stage-II Connectivity grantee(s) and for the purpose of optimal utilisation of transmission infrastructure, CTU may, after consultation with the Stage-II Connectivity grantee(s) concerned, carry out rearrangement or shifting of the Stage-II Connectivity across different bay(s) of the same ISTS sub-station.

## **12. Technical requirements of Dedicated Transmission Infrastructure**

12.1 The developer shall follow the following Regulations:

(i) Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 and the amendments thereof;

(ii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and the amendments thereof;

(iii) Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and the amendments thereof;

(iv) CEA Manual on Transmission Planning Criteria, 2013 and any other applicable regulations and the amendments thereof.

(v) Central Electricity Authority (Technical Standard for Connectivity to the Grid) 2007 and

amendments thereof.

- (vi) Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

12.2 Additionally, the developer shall comply with the following with respect to Dedicated Transmission Line and generator pooling station:

12.2.1 Dedicated Transmission Line (DTL):

- (i) The Dedicated Transmission Line shall be of voltage class matching with the ISTS sub-station voltage at which it is to be connected after allocation of bay.
- (ii) The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating station to the ISTS sub-station shall not be less than the quantum as per Clause 7.5 of this Procedure.
- (iii) CTU in coordination with ISTS transmission licensee implementing the ISTS sub-station shall indicate the requirement of D/c or M/c towers near ISTS sub-station end including sharing of such towers, for optimization of space. The developers of renewable energy generating stations shall comply with the directions of CTU in this regard.
- (iv) Depending on the topology, CTU may plan the Connectivity of renewable energy generating stations through loop in and loop out (LILO) of the Dedicated Transmission Line for injection of power.

12.2.2 Pooling Station of the renewable energy generating stations:

- (i) The planned capacity of the generator pooling station shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Connectivity.
- (ii) The Dedicated Transmission Line shall be terminated at the high voltage side of the generator pooling station. The bus switching scheme should be in line with the requirements specified in the CEA Manual on Transmission Planning Criteria, 2013 as amended from time to time.

- (iii) The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct etc. shall not be less than the planned capacity of the generator pooling station in case the entire power from the renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.
- (iv) The minimum aggregate evacuation capacity of the generator pooling station shall not be less than 100 MVA (50 MVA for 132 kV level in NE Region).
- (v) Short circuit rating and line bay rating of the generator pooling station may be finalized by project developer in consultation with CTU.

### **13. Application for Additional Quantum (Enhancement) of Stage-II Connectivity**

- 13.1 Stage-II Connectivity grantee may apply for additional quantum of Stage-II Connectivity in its dedicated transmission line and associated bay, as per FORMAT-RCON-E. Such Stage-II Connectivity grantee shall also simultaneously apply for grant of corresponding Stage-I Connectivity, as required.
- 13.2 The application for enhancement shall be processed by CTU as per the Procedure for grant of Stage-II Connectivity.
- 13.3 CTU shall consider the capacity of Dedicated Transmission Line and associated bay while granting the enhancement of Stage-II Connectivity.

### **14. Sharing of Connectivity and Dedicated Transmission line**

- 14.1 The developer(s) of renewable energy generating station(s) shall develop the Dedicated Transmission Line of power evacuation capacity as specified in Clause 7.5 irrespective of the quantum of Connectivity applied for. In case the developer of renewable energy generating station is not able to fully utilize the Dedicated Transmission Line and bay(s), it may share the same with other developer(s) of renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission system.
- 14.2 Stage-II Connectivity grantee, while remaining the lead generator and performing its

responsibilities under the Grid Code and CERC DSM Regulations may, in the interest of optimum utilisation of its bay(s) and ISTS outlets, share the balance capacity of the Dedicated Transmission Infrastructure over and above the Connectivity granted, with its wholly owned (100%) SPVs (Special Purpose Vehicles) or other entities.

14.3 An Applicant who is a Stage-I Connectivity grantee or is applying for Stage-I Connectivity and Stage-II Connectivity simultaneously, may apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the Applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such Applicant subject to availability of capacity in the Dedicated Transmission Line and payment of Conn-BG1 and Conn-BG2, as applicable, as per Clause 10.8 of this Procedure.

14.4 Two or more Applicants may apply for Stage-II Connectivity at a common bay along with an agreement duly signed between such Applicants for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such Applicants subject to availability of capacity in the Dedicated Transmission Line.

Provided that Conn-BG1 and Conn-BG2, as applicable as per Clause 10.8 of this Procedure, shall be submitted by each such Applicant.

14.5 Any capital expenditure on the augmentation of the generator pooling station(s) of the Connectivity grantee required for sharing the dedicated transmission infrastructure shall be mutually agreed between the sharing parties. The Connectivity grantee shall provide adequate capacity in the generator pooling station for peak power evacuation of the sharing entity(ies).

14.6 Operation and maintenance expenses as well as transmission losses from the generator pooling station up to the ISTS sub-station shall be shared in proportion to the capacity of the renewable energy generating stations sharing the transmission infrastructure.

## **15. Utilization of pooling station of Stage-II Connectivity Grantee**

15.1 The Stage-II Connectivity grantee shall be required to update the status/ utilization of the dedicated transmission infrastructure as per FORMAT-RCON-UT available at CTU website by 30<sup>th</sup> day of June and 31<sup>st</sup> day of December of each year.

15.2 CTU shall monitor the utilization of the dedicated transmission infrastructure. In case CTU finds that the dedicated transmission infrastructure remains under-utilized, it may seek an explanation from Stage-II Connectivity grantee. Such Stage-II Connectivity grantee shall explain the reasons through an affidavit duly signed by its authorized representative within 30 days of issue of such notice. If CTU is of the view that the spare capacity is not being put to use without reasonable justification, and it is resulting in denial of opportunity to other renewable energy generating stations, the matter shall be brought to the notice of the Commission for directions with regard to the utilization of the available spare capacity.

## **16. Coordination**

16.1 CTU shall coordinate with concerned agencies for development of the ISTS for evacuation of power from renewable energy generating stations.

16.2 The ISTS sub-stations including line bay(s) at lower voltage for receiving power shall be developed as part of ISTS.

16.3 CTU shall share the available capacity of the ISTS sub-station (including bay-wise availability) with the designated agencies as notified by the Government who may take the same into consideration while inviting the bids.

On Non Judicial Stamp Paper of Rs.10

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR CONNECTIVITY**

I (Name) S/o Shri (Father's name) working as ..... (designation) in (Name of the Applicant organization/entity), having its registered office at (Address of the Applicant organization/entity), do solemnly affirm and say as follows:

1. I am the ... (designation) .... of ..... (Name of the Applicant organization/entity) ....., the representative in the above matter and am duly authorized by the Board Resolution dated ..... of the above referred Company attached herewith to file the present application and to make this affidavit.
2. I submit that M/s ..... (Name of the Applicant organization/entity) .... is an incorporated entity registered under the Companies Act, 2013. Under ..... the Articles of Association of the Company and in accordance with the provisions of Electricity Act, 2003/ Applicable Regulation(s) of CERC and Procedures notified thereunder, the Applicant can file the enclosed application.
3. I submit that all the details given in the enclosed Application for Grant of Connectivity are true and correct and nothing material has been concealed thereof.
4. I also submit that the documents enclosed are original or true copies of their respective originals.

Name of the Authorised Signatory:

Signature:

Class 3 Digital Signature (mandatory):

(To be duly attested by Notary)



**Application for Stage-I Connectivity to ISTS**

- 1 Name of the Applicant :**
- 2 Address for Correspondence :**
- 3 Contact Details :**

Name of Primary Contact Person:

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

Name of Alternate Contact Person :

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

**4 Nature of the Applicant**

Renewable Energy generating station

Renewable Energy generating station – as lead generator

Renewable power Park developer

Renewable Energy Implementing Agency

Project based on stand-alone

**5 Details for Connectivity :**

**5a Capacity (MW) for which connectivity is required:.**

**5b Date from which connectivity is required:**

**6 Location of the Generation Project/Park:**

Nearest Village / Town :

District :

State :

Latitude :

Longitude :

**7 Planned Capacity of the Generation Project/Park (Stage wise):**

**8 Expected timeline of completion of Generation Project / Park(Stage Wise):**

**9 Details of the Generation Project / Park :**

Name(s) of the Generation Project / Park:

Energy Source:

Step-up/Connection Voltage :

**10 Details of Nearest 400/220/132 kV sub-stations, in case information is available  
Sub-Station-1 \***

Voltage levels available :

Owner :

Distance(Km) :

**11 Details of Application Fee RTGS/NEFT/e-transaction**

Amount in Rs.:

RTGS/NEFT/e-Transaction No.:

Date:

Bank Name:

Branch Name:

**12 Details of Documents Enclosed with the Application**

- (i) Notarised affidavit as per FORMAT-RCON-1
- (ii) Copy of Authorisation by the Central Government or State Government as Renewable Power Park Developer , if any
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) identification
- (v) Consortium Agreement of Lead Generator, if applicable

I confirm that I am well aware of the CERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

Name of the Authorised Signatory:

Submission Time:

Signature:

Company Stamp (mandatory):

\* *Optional*. Other all details are mandatory.

**Intimation for Grant of Stage - I Connectivity**

**1 Intimation No. :**

**Date :**

**2 Ref. Application No. :**

**Date :**

**3 Name of the Applicant :**

**4 Address for Correspondence :**

**5 Nature of the Applicant :**

Renewable Energy generating station

Renewable Energy generating station – as lead generator

Renewable power Park developer

Renewable Energy Implementing Agency

Project based on stand-alone

**6 Details for Connectivity :**

6a Capacity(MW) for which connectivity is granted :

6b Point at which Stage - I Connectivity is granted

6e Transmission System Required for Connectivity:

6f Transmission System Required for alternative Connectivity:

Date

Signature:

Designation

**STATUS AS PER MONITORING PARAMETERS FOR STAGE-I CONNECTIVITY**

(To be developed on CTU Webpage)

<b>Table 2: Monitoring Parameters after grant of Stage-I Connectivity</b>		
<b>Sl. No.</b>	<b>Monitoring Item</b>	<b>Status</b>
1	Installation of Wind Masts, as applicable	Status Report signed by board authorized representative with letter of authorization
2	Location with GPS coordinates of generator pooling station	
3	Resource Assessment Studies	
4	Acquisition of Land for generator pooling station	Land Required(acres): Land Acquired(acres):
5	Acquisition of Land for renewable generating station	Land Required(acres): Land Acquired(acres):
6	Details of Financial Closure	Date of application Status of Financial closure Date of Financial Closure Date of release of funds

7	Tendering and Details of Generator pooling station of Stage-II Connectivity Grantee (if undertaken)	<ul style="list-style-type: none"> <li>(i) Planned capacity (not less than 100MVA or 50 MVA in case of NER)</li> <li>(ii) Voltages, MVA Capacity, No. &amp; Rating of Transformers</li> <li>(iii) EHV Switchyard configuration, bay(s) and status</li> <li>(iv) Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status</li> <li>(v) Single Line Diagram of generator pooling station</li> <li>(vi) Date of Award of generator pooling station</li> <li>(vii) Progress of generator pooling station erection: Switchyard, Main Transformers, Low Voltage Switchgear</li> </ul>
8	Tendering and Details of Renewable Generating station of Stage-II Connectivity Grantee	<ul style="list-style-type: none"> <li>(i) Planned capacity</li> <li>(ii) Details of contract/contract packages</li> <li>(iii) Date of Award of EPC contract</li> <li>(iv) Progress of generating station Expected date of Commissioning</li> </ul>
9	Details of Applications made in Government Authorized bidding process (if any)	

**Application for Stage-II Connectivity to ISTS**

- 1 Name of the Applicant :**
- 2 Intimation No. of Grant of Stage-I Connectivity, if granted :**
- 3 Address for Correspondence :**
- 4 Contact Details**

Name of Primary Contact Person :

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

Name of Alternate Contact Person:

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

**5 Nature of the Applicant :**

Renewable Energy generating station

Renewable Energy generating station – as lead generator

Renewable power Park developer

Renewable Energy Implementing Agency

Project based on stand-alone storage

**6 Criterion for applying Stage-II Connectivity:**

List of documents as per Procedure

**7 Date from which Stage-II Connectivity is required :**

**8 Location of the Generating Projects/Park**

Nearest Village / Town :

District :

State :

Latitude :

Longitude :

**9 Planned Capacity of the Generating Project/Park (Stage wise) :**

**10 Expected timeline of completion of Generating Project/Park (Stage Wise):**

**11 Details of the Generating Project/Park :**

Location:

Name(s) of the Project/Park:

Energy Source:

Step-up Voltage at generator Pooling Station:

**12 Details of Application Fee RTGS/NEFT/e-transaction (if applicable) :**

Amount (in Rs.):

RTGS/NEFT/e-Transaction No.:

Date:

Bank Name:

Branch Name:

**13 Details of Documents Enclosed with the Application**

- (i) Notarised Affidavit as per FORMAT-RCON-1
- (ii) Copy of Authorisation by the Government, as applicable
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) Identification
- (v) Consortium Agreement of Lead Generator, if applicable
- (vi) Documentary evidence of eligibility for applying for Stage-II Connectivity as per the Procedure

I confirm that I am well aware of the CERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.



Submission Date: **Name of the Authorised Signatory:**

Submission Time: **Signature:**  
**Company Stamp (mandatory):**

**FORMAT- RCON-IIA**

**Intimation for Grant of Stage -II Connectivity/ Enhancement of Stage-II Connectivity**

**1 Intimation No. :**

**Date:**

**2 Ref. Application No. :**

**Date:**

**3 Name of the Applicant:**

**4 Address for Correspondence:**

**5 Location of the Generating Station**

Nearest Village / Town :

District :

State :

Latitude :

Longitude :

**6 Nature of the Applicant:**

Renewable Energy generating station

Renewable Energy generating station – as lead generator

Renewable power Park developer

Renewable Energy Implementing Agency

Project based on stand-alone

**7 Details for Stage-II Connectivity granted/ Enhancement in Capacity**

7a Capacity (MW) for which connectivity is granted/ enhanced:

7b ISTS sub-station and bay at which Connectivity is granted: (From already identified bay in case of enhancement):

7c Date from which connectivity/enhancement in Connectivity is granted :

Date:

Signature:

Designation:

**Note :-**Applicant given intimation for Connectivity to the grid shall have to furnish additional details to CTU for signing of “Connection Agreement” as per format given

at **FORMAT-CON-4**, The Applicants are advised to furnish such details as early as possible for enabling them have lead time for any type of access.

1. The CTU will process the above information and will intimate the Connection details as per format given at **FORMAT-CON-5**. Pursuant to such Connection details, the applicant shall have to sign "Connection Agreement" with CTU prior to the physical inter-connection as per format given at **FORMAT-CON-6**. In case the connectivity is granted to the ISTS of an inter-State transmission licensee other than the CTU, a tripartite agreement shall be signed between the applicant, the Central Transmission Utility and such inter-State transmission licensee, in line with the provisions of the Regulations.

(To be developed on CTU Webpage)

**STATUS AS PER MONITORING PARAMETERS FOR STAGE-II CONNECTIVITY**

(Status Report to be signed by a board authorized representative alongwith copy of letter of authorization).

<b>Table 3: Monitoring Parameters for Stage-II Connectivity</b>		
<b>Sl. No.</b>	<b>Monitoring Item</b>	<b>Status#</b>
1	Installation of Wind Masts, as applicable	Status Report signed by board authorized representative with letter of authorization.
2	Location with GPS coordinates of generator pooling station	
3	Walkover Survey for Dedicated Transmission Line	
4	Resource Assessment Studies	
5	Acquisition of Land for generator pooling station	Land Required(acres): Land Acquired(acres):
6	Acquisition of Land for renewable generating station	Land Required(acres): Land Acquired(acres):
7	Details of Financial Closure	Date of application  Status of Financial closure  Date of Financial Closure  Date of release of funds
8	Final Route Survey of Dedicated Transmission Line	Route Survey Report to be submitted.
9	Award and Details of Dedicated Transmission Line	(i) Date of Award of T ower (ii) Date of Award of Conductor (iii) No. of Foundations (Total/Completed) (iv) No. of Tower Erections (Total/Completed) (v) Stringing_(ckm) (Total/Completed)

**FORMAT - RCON - II-M**

10	Award and Details of Generator pooling station of Stage-II Connectivity Grantee	(i) Planned capacity (ii) Voltages, MVA Capacity, No. & Rating of Transformers (iii) EHV Switchyard configuration, bay(s) and status (iv) Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status
11.	Tendering and Details of Renewable Generating station of Stage-II Connectivity Grantee	(i) Planned capacity (ii) Details of contract/contract packages (iii) Date of Award of EPC contract (iv) Progress of generating station (v) Expected date of Commissioning

**Application for Enhancement in Connectivity Quantum of Grant of Stage-II Connectivity**

- 1 Name of the Applicant :**
- 2 Intimation No. of Grant of Stage-II Connectivity :**
- 3 Address for Correspondence :**
- 4 Contact Details :**

Name of Primary Contact Person :

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

Name of Alternate Contact Person :

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

Fax :

E-Mail :

- 5 Details of the Generating Project/Park for additional Connectivity**
  - a. Name(s) of the Project/Park:
  - b. Energy Source:
  - c. Scheme of interconnection/Single Line diagram depicting existing and additional Connectivity including generating stations and voltage levels of internal sub-stations:
- 6 Details for enhancement of the Connectivity :**
  - 6a Capacity (MW) for which Stage-II Connectivity has been granted :**
  - 6b Capacity (MW) for which connectivity is required to be enhanced:**
  - 6c Date from which Connectivity is to be enhanced :**

**7 Location of the Generating Project/Park**

Nearest Village / Town :

District :

State :

Latitude :

Longitude :

**8 Planned Capacity of the Generating Project/Park (Stage wise) :**

**9 Expected timeline of completion of Generating Project/Park (Stage Wise):**

**10 Details of Application Fee RTGS/NEFT/e-transaction**

Amount (in Rs.):

RTGS/NEFT/e-Transaction No.

Date:

Bank Name:

Branch Name:

**11 Details of Documents Enclosed with the Application**

- (i) Notarised Affidavit as per FORMAT-RCON-1
- (ii) Copy of Authorisation by the Government, as applicable
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) Identification
- (v) Consortium Agreement of Lead Generator, if any

I confirm that I am well aware of the CERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

Name of the Authorised Signatory:

Submission Time:

Signature:

**FORMAT-RCON-BG**

**PROFORMA OF STAGE-II CONNECTIVITY BANK GUARANTEE  
(To be stamped in accordance with Stamp Act)**

Ref ..... Bank Guarantee No .....

Date .....

To

Power Grid Corporation of India Ltd.

B-9, Qutab Institutional Area,

Katwaria Sarai, New Delhi -

110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the "POWERGRID" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement

No .....dated.....with CUSTOMER (Name of Customer .....with its Registered/Head office at (hereinafter referred to as the "CUSTOMER " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the customer that the said Bank Guarantee shall be returned or encashed in terms of Revised Procedure for "Grant Of Connectivity to Projects Based On Renewable Sources to Inter-State Transmission System" and Transmission Agreement signed under the said Detailed Procedure,

AND WHEREAS as per the aforesaid agreement customer is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees ..... ) as a security for fulfilling its commitments to POWERGRID as stipulated in the said Agreement.

We .....

(Name & Address of the Bank)

having its Head Office at.....(hereinafter referred to as the „Bank",

---



which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the CUSTOMER to the extent of .....as aforesaid at any time upto .....\*\*(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CUSTOMER. Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the CUSTOMER. The POWERGRID shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CUSTOMER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the CUSTOMER or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CUSTOMER and notwithstanding any security or other guarantee the POWERGRID may have in relation to the CUSTOMERS liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....and it shall remain in force upto and including .....and shall be extended from time to time for such period (not exceeding ..... year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this.....day of..... 20..... at .....

WITNESS

.....

.....

(signature)

(signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No

Date .....

NOTES:

- 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank



## Format-RCON-UT

### Utilization and Sharing Status of Dedicated Transmission Infrastructure

1. Date of updating of the utilization status: DD/MM/YYYY
2. Date of Commissioning of DTL and generator pooling station: DD/MM/YYYY

Sl. No.	Description	Status/Details	Remarks
1	Date of Commissioning of DTL and generator pooling station		
2	Voltage levels of the generator pooling station high voltage/low voltage (kV/kV)		
3	Planned Power evacuation capacity of the generator pooling station (MVA)		
4	Commissioned Power evacuation capacity of the generator pooling station (MVA)		
5	Details of the capacity in use		
	User-1		
	User-2		
	User-3		
	User-n		
	<b>Total Capacity Used</b>		

**FORMAT-CON-LGN**

**Model Agreement between the Lead Generator and other generators located in a geographically contiguous area for seeking inter-connection with the ISTS at a single connection point**

**Model Agreement**

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at ..... (Place) ..... and is effective from this ..... day of .....20.....

BETWEEN:

M/s ..... (Name of the company) ....., a company registered under the Companies Act, (...year....) having its registered office at .....(Address of the Company) ....., (hereinafter referred as "Lead Generator") (which expression wherever the context appears shall unless repugnant to the context meaning thereof) to, mean and include its successors in business arid permitted assigns of the FIRST PART;

AND

M/s..... (Name of the Company)....., a company registered under the Companies Act, ( ..... year.....) having its registered office at .....(Address of the Company) ....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

AND

AND

AND

M/s ..... (Name of the Company) ....., a company registered under the Indian Companies Act, (.....) having its registered office at ..... (Address of the Company) ....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one .....(Type of the Generating Station) ..... for the total capacity of .....(Capacity in MW)..... in the State of .....(Name of the State) ..... ( hereinafter referred to as 'Group of Projects')and jointly seek Connectivity and LTA, to inject electrical energy at .....(Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of .....(Type of the Generating Plant) ....., into the 400/230 kV sub-station of the ..... (Name of the Transmission Licensee). The details of generating stations are as under:

Name	Type of generator	Installed Capacity

(b) As per the provisions of the Central Electricity Regulatory Commission (Grant of Connectivity, Long- term Access and Medium term Access in inter-State Transmission and related matters) Regulations, 2009, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and LTA to the CTU.

(c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of

availing the connectivity and LTA with the inter-State Transmission Systems (ISTS) network for the requisite quantum, in line with the applicable Regulations, the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.

- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the CTU grid sub-station in the ISTS network.
  
- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'. (generators to decide the modalities of sharing the expenditure).
  
- (f) The Parties also agree that once the 'Group of Projects' is in part/full ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'. (generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:

*(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and*

**DEFINITION AND INTERPRETATION**

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.
- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
- C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
- E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
- F. "Insolvent" means, in relation to an entity.
  - (a) being insolvent or under administration:
  - (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
  - (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation ) to any arrangement, assignment or composition; or
  - (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.
- G. "Party" means a party to the Agreement
- H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

**Interpretation**

- a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.

- b. Words importing the singular shall include the plural and vice versa.
- c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian Standard Time;
- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;
- n. Provisions including the word agree', "agrees" or "agreement" require the agreement



to be recorded in writing;

- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

## 1. **Appointment and terms of Appointment**

1.1. The Parties hereto have mutually agreed that M/s .....(Name of the Generator).... shall be the "lead generator" which shall act on behalf of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the ..... (Name of the transmission Licensee).....

### 1.2. **Duration:**

This Agreement shall be valid for a period of .....years from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

## 2. **Scope**

2.1. The Parties hereby jointly agree to appoint M/s ..... (Name of Generator)..... the lead generator on their behalf and pursuant thereto authorize M/s . in..... its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the .....(Name of sub-station).... sub-station of the .....(Name of Transmission Licensee), in the state of .....(Name of the State) (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacity.....in MW) .....at any point of time into the Grid.

- 2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and conditions of grant of Connectivity and LTA for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the CTU, nominate amongst themselves any Party to be the „lead generator’ to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed under this agreement.
- 2.3. In the event if already 2.2 above more than one Party exits the present Agreement resulting thereto if the installed capacity falling below 50 MW, then, subject to the approval of the CTU and the applicable law, the remaining Parties/Party may invite one or more Parties to form part of this agreement in order to raise the aggregate capacity over 50 MW. Such new parties/Party shall be bound by the terms and conditions of grant of connectivity and LTA for the remainder of such term of the Agreement or such period, as may be directed by CTU.
- 2.4. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share, the .....
- 2.5. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

### **3. Responsibilities of the Parties:**

- 3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Indian Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to

the connectivity and LTA for use of inter-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Central Electricity Regulatory Commission (Grant of Connectivity, Long -term Access and Medium term Access in inter-State Transmission and related matters) Regulations, 2009.

3.2. Lead generator shall attribute the deviation charges on prorata basis to Parties. It shall generate such accounts within 1 week of receiving such account from RPC.

3.3. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

**4. Joint management and Role of Lead Generator:**

4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity and the LTA.

4.2. The constitution, terms of reference, powers and Procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).

4.3. Decisions of the Management Committee shall be unanimous, except wherever this Agreement expressly provides otherwise.

4.4..... (Name of Lead Generator)..... shall act as the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".

4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity/LTA shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity /LTA and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

5. Termination:

5.1. Following shall constitute as an event of default of a Party (Events of Default):leading to termination of the agreement

- (a) Either Party becomes bankrupt or insolvent or goes into liquidation has a receiver or administrator appointed against the defaulting party compounds with his creditors or carries on business under a Receiver Trustee or Manager for the benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:
- (b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.
- (c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false misleading and incorrect.

5.2. Effect of Termination:

5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after serving advance notice of 90 days (“Default Notice”) which shall specify in reasonable detail the occurrence of an event of Default.

5.2.2. After the issue of Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the period of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall however continue to perform their obligations under this Agreement.

5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the period of 90 days (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party

shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

**5.3. Consequence of Termination:**

On termination of this Agreement in accordance with the terms and conditions herein provided, the rights and duties of the Parties / Party seeking termination shall cease to exist.

The Parties' under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law.

**6. Insurance:**

6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Capacity.

6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

**7. Confidentiality:**

7.1. Subject to Clause 8.2 of the Agreement, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the

Agreement confidential, and shall not disclose the same to any other person without the prior written consent of the other Party/ies.

7.2. Clause 8.1 shall not apply in the following circumstances

- (a) any disclosure is required by applicable laws or in respect of information already in the public domain;
- (b) any disclosure required by any applicable stock exchange listing rule; and
- (c) disclosure to a lender of the Group of Projects, to the extent required for the purposes of raising funds or maintaining compliance with credit arrangement.

In the event of a disclosure is required by applicable law, upon reasonable request by the non-disclosing Party/ies, the disclosing Party/ies shall use all reasonable efforts and co-operate with other Party's/ies' efforts to obtain confidential treatment of material so disclosed

7.3. The Parties shall exercise high degree of care and caution to preserve and protect the other Party's/ies' Confidential Information from disclosure in the manner that they protect their own Confidential Information.

7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive the termination of this Agreement.

## **8. Publicity:**

8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected

8.2. It is agreed between the Parties that

- (a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or

requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.

(b) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto by way of release of any statement or information to the media, whether electronic or print form, the disclosing Party/ies shall seek the prior written approval of the other Parties for such disclosure including on the content of such disclosure.

8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 8 shall not be unreasonably delayed or withheld so as to cause breach of the time period for such disclosure.

## **9. Notices:**

Any notice or other communication to be given by one Party to the others under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address given and marked for the attention of the person as set out in the body of the Agreement and may be marked to the Parties as may be from time to time designated by notice to the other.

## **10. Indemnity:**

Each of the Parties hereto shall indemnify and hold the others, its employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents harmless from and against all third party actions, claims, damages, proceeding, investigations, liabilities or judgments and all losses, damage, costs, charges and expenses or whatever nature and in whatever jurisdiction, and which arise from the Agreement, other than for any claims or losses to the extent that are finally determined by a court of competent jurisdiction to have resulted primarily from gross negligence or willful default of the

other Party/ies.

**11. Dispute resolution:**

The Parties hereto shall make all attempts to resolve all disputes and differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

In the event the dispute or differences between the parties are not settled mutually or fail to negotiate their differences, then the aggrieved Party shall by giving a notice to the other Parties to refer the dispute or difference to a Sole arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the place of arbitration shall be ...(Name of the Place) .....

**12. Jurisdiction and Governing Laws:**

Subject to Clause 11, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the.....(Name of the Courts) ..... This Agreement is governed by the laws subsisting in India and any amendments thereto.

**13. Assignment:**

Neither of the Parties shall assign, outsource nor sub-contract this Agreement in whole or any part or on thereof to any of their affiliates, group companies or any third party without the written consent of the other Parties.

**14. Miscellaneous:**

14.1 The Agreement including any schedules and annexure attached hereto shall, constitute the entire understanding of the Parties relating to the subject matter hereof and shall supersede all past correspondence/letters exchanged/ agreements



executed between the Parties hereto.

14.2 Except as otherwise provided herein, this Agreement may not be varied/ amended except by agreement in writing to be signed by all Parties.

14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.

14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.

14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.

14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.

14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on ....(Day).... of . ...(Month) , 20.... by their duly authorised representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

**1. For and on behalf of Lead Generator**

Signature : .....	Signature:.....
Name:.....	Name:.....
Designation .....	Designation.....

**2. For and on behalf of Company A**

Signature: .....	Signature: .....
Name: .....	Name: .....
Designation: .....	Designation:.....

**For and on behalf of Company Z**

Signature: .....	Signature: .....
Name: .....	Name: .....
Designation: .....	Designation:.....

**Scope of Work:**

- A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to CTU sub-station.
- B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the CTUs sub-station like bay equipment etc.
- C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in CTU sub-station.
- D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.
- E. Each Party authorize the Lead Generator to approach the CTU for availing connectivity and LTA for the group of generators as a whole and shall share any expenses which may be incurred in such process.
- F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.

## **JOINT MANAGEMENT**

### **1. Management Committee**

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
  - 1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the CTU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
  - 1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);
  - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
  - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
  - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
  - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
  - 1.1.7. any other important matter raised by any of the Parties.
- 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
- 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing or such lesser period of notice as the circumstances may reasonably

demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
- 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
- 1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.
- 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution).If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then

unanimous decisions taken by those present at such meeting shall constitute a valid decision of the Management Committee.

1.8. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.

1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.

1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.

1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.