

Karnataka Power Transmission Corporation Limited

CONNECTION AGREEMENT

**FOR THE USE OF
INTRA-STATE TRANSMISSION SYSTEM
IN THE STATE OF KARNATAKA**

Between

**Karnataka Power Transmission Corporation Limited
(Represented by Superintending Engineer Works & Maintenance/ Maintenance
.....)**

And

Transmission System User

CONNECTION AGREEMENT

For Transmission System User seeking connectivity directly with the Transmission system/assets of KPTCL. This agreement is only for Connection to KPTCL Transmission system by Users. (A separate Agreement for all other transactions needs to be executed exclusively).

This CONNECTION AGREEMENT (herein referred to as "Agreement" is made at _____(place) on this the _____(date and day) of _____(month) Two Thousand _____(year)

BETWEEN:

Karnataka Power Transmission Corporation Limited (KPTCL), Transmission Licensee, a company incorporated under the Companies Act, 1956/2013 having its registered office located at 'Kaveri Bhavan', K.G.Road, Begaluru-560 009, (hereinafter referred to as "KPTCL" which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assignees) and for the purposes of this 'Agreement', the 'KPTCL' (which expression shall unless repugnant to the context or meaning thereof include its successors, and assignees) shall act through its Superintending Engineer Electy., Works & Maintenance/ Maintenance, _____ [address of the Works & Maintenance/ Maintenance where connection shall be located] as party of the one part;

AND

Company _____a Generating company/ Bulk consumer/Transmission company incorporated under the Companies Act-1956/2013 or otherwise, having its registered office located at _____ (hereinafter referred to as " TRANSMISSION SYSTEM USER or the USER", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assignees) as party of the one part represented by its authorized representative _____ [name and full address of the representative];

[The 'KPTCL and the 'USER' are hereinafter collectively referred to as "Parties and individually as "Party"]

WHEREAS:

1. The 'USER' has applied to the KPTCL for connection of its facility (in case of Bulk consumer through its jurisdictional Electric supply company) installed at _____village, _____Taluk in _____ District to the extent of capacity approved by the KPTCL to the KPTCL's Transmission System and use of the KPTCL's Transmission System to transmit electricity to and / or from the facility through the Transmission System.
2. The KPTCL has agreed to the connection of the facility to the KPTCL's Transmission system to the extent approved at the interconnection point of _____ (mention of details of Transmission sub-station/switching station) using Transmission System of the KPTCL to transmit electricity to and /or from the facility through the KPTCL's Transmission System.
3. The Parties shall enter into this connection "Agreement" to record the terms and conditions upon which the Parties will carry out their respective Connection Works, the User will pay the associated charges as may be applicable to the KPTCL for energisation of the User's facility.
4. The parties agree to the terms set out or amended by the KPTCL and approved by the Karnataka Electricity Regulatory Commission (KERC) from time to time and are incorporated into this Agreement.
5. Similarly, for the regular O&M of the connection equipments owned by the User (in case of Generating Company) and located within the KPTCL's premises/ switchyard, the parties shall separately take up the O&M Agreement as approved by KERC and the User shall bear the annual O&M expenses as determined by KERC from time to time.
6. A signed copy of the agreement along with all the annexures, and amendments whenever made shall be sent to Chief Engineer, (Elec), SLDC, AR Circle, Bengaluru and copy to be retained at respective Executive Engineer (Elec), Major Works,

KPTCL,....., Executive Engineer(Elec), TL & SS, KPTCL,.....and at the office of CEE(P&C), KPTCL, Kaveri Bhavan, Bengaluru.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, CONVENANTS & CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS AND DURATION OF AGREEMENT SHALL BE TILL TERMINATION OF CONNECTIVITY WITH KPTCL NETWORK.

TERMS AND CONDITIONS: -

1. Definitions and Interpretations: -

1.1 The Parties agree that the following documents and Annexures shall be deemed to form an integral part of this Agreement in the order of precedence listed below: -

- a) Application for seeking connection to the intra-State Transmission system.
- b) Evacuation scheme/Power sanction letter of this Agreement attached hereto;
- c) This Agreement and its Annexures;

1.2 In the event of inconsistency between the provisions of this Agreement and the Grid Code, 2015 or inconsistencies within the Agreement itself, the following order of precedence shall prevail:

- a) The Grid Code.
- b) CEA Metering Regulation.
- c) The Evacuation scheme / Power sanction Letter.

2. Definitions: -

Any word or expression defined in the Electricity Act, 2003 or the Karnataka Electricity Grid Code, 2015 and amendments thereof and that is not defined otherwise in this Agreement shall have, unless the contrary intention appears, the same meaning and interpretation when used in this Agreement, including its Annexures.

When applying the provisions contained in this Agreement, and unless otherwise specified or the context otherwise requires, the following words and expressions shall have the following meanings:

- “Act” means the Electricity Act, 2003, as amended from time to time;
- “Agreement” means this Connection Agreement (Including all Annexures of this agreement), as amended from time to time;
- “Apparatus” means all the electrical machines, fittings, accessories, and appliances in which electrical conductors are used;
- “Bulk Consumer” means any Consumer who avails supply at voltage of 33/11 kV and/or above;
- “CEA” means Central Electricity Authority as defined under Electricity Act 2003;
- “Commissioning Tests” means the tests of the Connection Works and equipment to verify compliance with design, operation and connection requirement, as required for the connection to be approved as operational;
- “Commissioning Date” means the date at which Connections Works at the Inter-connection point of KPTCL are fully constructed by the User, satisfactorily tested and put to use for continuous normal operation. The Commissioning date shall be jointly certified by KPTCL and the User.
- “Connection Works” means the works to be carried out by the Parties under this Agreement to make the connection from the Transmission system to the User's Equipment at the inter-connection point;
- “Decommission” means the cessation of use by the User of their Equipment at the site where Inter-connection is made for a continuous period exceeding six (6) months;
- “Dedicated Transmission line” means any electric supply-line for point to point transmission which are required for the purpose of connecting electric lines or electric plants of captive Generating Plant referred to in Section-9 or generating station referred to in Section 10 to any transmission lines or sub-stations or generating stations, or the load center, as the case may be;
- “De-energise” means switching off by manual or automatic means any isolator, breaker or switch whereby either no electrical current or no electrical current at the requisite voltage can flow to or from the Transmission system through the Inter-connection point to the system of the User;
- “Directive” means any present or future directive or instruction issued by KERC, and includes any later modification, extension or deletion by the KERC;

- “Disconnect” means the disconnection of User’s Equipment at any given site where inter-connection is made that allows removal of all or any of the KPTCL’s Connection Equipment from the Connection Site in such a way that the User may not receive electrical energy through the Transmission system through the inter-connection point;
- “Dismantle” means Physical removal of Users Equipment/ infrastructure.
- “Distribution Code” means Karnataka Electricity Distribution Code, 2015 including subsequent amendments issued, if any, from time to time;
- “Energise” means enabling the flow of electrical current from or to the Transmission system to or from the system of the User at the Inter-connection point, by switching on manually/automatically isolator/breaker/switch;
- “Evacuation Scheme” means the regular evacuation letter with detailed Terms and conditions issued by KPTCL in favour of the Generating Company including a bulk consumer who is also a generator, to connect with the KPTCL Grid.
- “Event logging facilities” means a device provided to record the chronological sequence of operation, of the relays & other equipment;
- “Event of Default” has the meaning given to it in Clause 13.4;
- “Force Majeure Event” has the meaning given to it in Clause 14;
- “Grid Code” means a document describing the philosophy and the responsibilities for planning, development and operation of the Karnataka State grid specified by the KERC in accordance with sub-Section 1(h) of Section 86 of the Act (as amended from time to time);
- “Grid entry point” means a point at which a Generator/bulk consumer is connected to the KPTCL transmission system.
- “KERC” means Karnataka Electricity Regulatory Commission;
- “In-STS”- means Intra- State Transmission System of transmission lines and substation built, owned, operated and maintained by KPTCL for conveyance of electricity within the territory of the State.
- “Interconnection point” means the site, or in the case of a schematic diagram the node point, on the Transmission system at which the User connects its Equipment to KPTCL Connection Equipment through which Electrical energy flows to or from the Transmission system, under the terms of this Agreement;

- “Maximum Export Capacity” means the maximum amount of power (in MW) that the User can inject / export to the Transmission system at the Inter-connection point;
- “Maximum Import Capacity” means the maximum amount of power (in MW) that the User can import/receive from the Transmission system at the Inter-connection point;
- “Metering” as defined in CEA (Installation and operation of Meters) Regulation-2006 and amendments issued from time to time that sets out the standards and procedures for the metering system at the boundaries between KPTCL and User;
- “Outage” means a total or partial reduction in availability due to repair and maintenance of the transmission or generation facility or defects in the auxiliary system;
- “Pre-Commissioning Tests” means the system tests to assess the User compliance with design, operation and connection conditions and standards set in the Connection Conditions of the Grid Code, and which must be carried out prior to the Operational Date, such tests to be mutually agreed and conducted;
- “Planned Outage” means an Outage which is planned and intentional and carried out within the annual maintenance plan and revisions to such plan coordinated by the SLDC, to plan such periodic maintenance outages;
- “Power sanction letter” means the letter issued in favour of the Bulk Consumer by the Electric supply company duly indicating the quantum of power sanctioned along with the charges to be paid and works if any to be executed for availing the power;
- “Safety Rules” means the CEA (Measures relating to safety and electric supply) Regulations-2010 applicable to the site where inter-connection is made so as ensure the safety of personnel working at the in the Connection Site or in Plants and Apparatus included in this Agreement;
- “Service Line” means any electric supply-line through which electricity is, or is intended to be supplied: -
 - a) To a single consumer either from a distributing main or immediately from the Distribution Licensee's premises; or

- b) From a distributing main to a group of consumers on the same premises or on contiguous premises supplied from the same point of the distributing main;
- “SLDC” means State Load Despatch Centre established under sub-Section (1) of Section 31 the Act;
 - “STU” means the Government company specified as such by the State Government under sub-section (1) of Section 39 of the Act.
 - “Sub-station/switching station” means a station for transforming or converting electricity for the transmission or distribution thereof and includes transformers, converters, switchgears, capacitors, synchronous condensers, structures, cable and other appurtenant equipment and any buildings used for that purpose and the site thereof;
 - “Transmission System” means the interconnected system of high voltage electric lines/cables and associated facilities for the purpose of transmission of electric power from a power station to a substation or to another power station or between two sub-stations or to or from any external interconnection, owned by KPTCL as Transmission Licensee.
 - “Transmission System User or User”- means a generating company including captive generating plant or transmission licensee (other than the CTU & STU) or bulk consumer, whose electrical plant is connected to the grid.

Words and expressions used and not defined herein this Agreement but defined in the Act or any Regulations made under the act shall have the meaning assigned to them under the Act or Regulations.

3. OBLIGATIONS:

3.1 Obligation of the KPTCL:

- i. KPTCL undertakes to prepare an estimate pertaining to ‘Inter-connection point works’ at the Inter-connection point and accord approval for the Technical Drawings of the User on payment of the Supervision / admissible charges by the User to the KPTCL, as per the norms laid by KPTCL from time to time.

- ii. KPTCL also undertakes to carry out other sundry works like providing voice and data communication facilities or Special Protection System (SPS), if required, associated with the User's Inter-connection point in the KPTCL's substations/switching station on request of the User on payment of requisite charges.
- iii. KPTCL undertakes to maintain and operate the line terminal bay of dedicated transmission line of the generators, located within the KPTCL sub-station in accordance with the KERC Orders issued from time to time after signing of separate Operation and Maintenance (O&M) Agreement with the User. The User shall bear the annual O & M expenses in accordance with the Orders issued by the KERC from time to time.

KPTCL shall not collect O&M expenses for maintenance of the EHT lines separately from the EHT consumers/bulk consumers.

- iv. A signed copy of the agreement along with all the annexures & amendments whenever made shall be sent to Chief Engineer, (Elec), SLDC, AR Circle, Bengaluru and copy to be retained at respective Executive Engineer(Elec), TL&SS....., Executive Engineer (Elec), Major Works and Chief Engineer (Elec) (Planning & Co-ordination).

3.2 Obligation of the User:

The User undertakes the designing, constructing, erecting, testing, commissioning and completing the power project in accordance with Applicable Law and Grid Code and shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising here under;

- i. The User undertakes to pay one-time Non-refundable land charges (in case of generator) to the KPTCL in case the space is provided by the KPTCL for installation/ Erection of connection works equipment/dedicated transmission line of the User in its substation premises. In case, the space for the connection works equipment is arranged by the User, and the User wishes to handover the land along with equipment installed therein to the KPTCL for the sole purpose of carrying out

operation and maintenance, the User after signing a separate O&M agreement, shall pay the O&M charges to KPTCL as per KERC Orders/ Regulations/KPTCL Corporate Orders issued from time to time.

- ii. The User undertakes to erect dedicated transmission line or service line, as the case may be, from the point of Generator's switchyard or Bulk Consumer's substation to the KPTCL's _____ Substation/switching station at its own cost in line with evacuation scheme letter of KPTCL/ Power sanction letter of ESCOMs.
- iii. The User undertakes to execute connection works required at the Inter-connection point with its dedicated transmission line/service line as the case may be, at its cost to get connected to Transmission system of the KPTCL in line with the CEA (Technical Standards for construction of Electrical Plants and Lines) Regulation-2010 and as amended from time to time.
- iv. The User undertakes to pay the applicable charges as demanded by the KPTCL from time to time.
- v. The User (in case of Bulk consumer) undertakes to submit a current and enforceable Service Connection Agreement in place with an Electricity supply company for the supply of electricity to the Facility and to comply with any other obligations which are required to be satisfied prior to Connection, as set out in the Power sanction letter.

3.3 Compliance with Grid/Distribution Code, CEA regulations and amendments issued from time to time:

Each of the Parties undertakes to comply in all respects with the provisions of the Grid/Distribution Code/KERC Orders and Regulations/CEA Regulations (as amended from time to time) and acknowledges that any violation in complying with the same shall deemed to be a material breach of this Agreement.

Further, each Party shall be required to incur any costs/expenses arising from complying with such Regulation and its amendments.

3.4 Capacity limit:

- a) The User shall not draw Electricity through the Inter-connection point exceeding the Maximum Import Capacity or transmit Electricity through the Inter-connection

point exceeding the Maximum Export except as expressly permitted by the KPTCL and as instructed by the SLDC.

- b) If the Maximum Import Capacity or the Maximum Export Capacity together with the tolerable limits is exceeded without consent, the SLDC, KPTCL may give notice to the User setting out details and requesting the User to remedy the situation within ten (10) working days of receipt of the notice, failing which the SLDC KPTCL reserves the right to De-Energise and shall not Re-Energise until such time as the User satisfies the SLDC, KPTCL that the Maximum Import/Export Capacity (as applicable) will not be exceeded.

4. CONNECTION WORKS AND 'KPTCL' ASSETS:

4.1. Specification of New Works:

- a) *Inter-Connection Works to be carried out by the User:*

The Inter-Connection Works are the works to be carried out for making a connection including modification to an existing Inter-connection point, at the cost of the user, to make the connection from the Transmission system to the Users Equipment at the Inter-connection point as set out in the Evacuation scheme letter/ Power sanction letter of ESCOMs.

4.2 Ownership and Access:

- a) The limits of ownership between KPTCL and the User in relation to Plant and Apparatus located between KPTCL's Transmission system and a Generating station or a Bulk consumer substation as the case may be, the ownership shall be the terminal isolator provided just before the outgoing gantry of the dedicated transmission lines of the Generator/service line of the Bulk consumer as the case may be, at the Inter-connection point of the KPTCL.
- b) If any or part of any of KPTCL's or user's Connection Equipment is located or is to be located on the property of the other party, the party owning the equipment shall have the right of access to its equipment after giving due notice in advance to the owner of the property and in such a manner that it

should not prevents the property owner from performing its obligations under this Agreement or the Grid/ Distribution Code.

4.3 Conditions of Site Access:

- a. Being a restricted area, party of the first part may give permission or allow access to the employees and/ or agents and / or sub-contractors and/ or invitees of the User in its premises to carry out preliminary site inspections, etc., based on a written request by the User giving reasonable advanced notice. All such actions are to be carried out under the strict supervision of the authorized representative of the party of the first part to safe guard the safety and security requirements of the installations of the party of the first part and safety of the representatives of the User. Similarly, User may also allow, on prior permission, site access to the employees and/ or agents and / invitees of the party of the first part to carry out preliminary site investigation works, inspections, etc., in the other end of connection sites of the User, provided that the written request has been made giving reasonable advanced notice.
- b. Site access for the party of the first part/ User shall include the right to bring such vehicles etc., as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being restricted area, any individual to whom access is given under the agreement shall comply with all reasonable directions given by the party of the first part/ User 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.

4.4 Technical Requirements:

a) Operation of System Equipments:

The KPTCL and the User shall operate their respective systems in accordance with the schemes set out in the site responsibility schedule.

b) Construction standards:

The User shall ensure that throughout the duration of this Agreement the User's equipment complies with the CEA (Technical standards for construction of Electrical plants and Lines) Regulations, 2010 as amended from time to time.

c) Metering and Protection Philosophy:

The User agree and confirm that Metering and protection with Intra-State Transmission system shall comply with the provisions of Grid Code/ CEA regulations/KPTCL Corporate orders as amended from time to time.

- i) A generator shall provide meters at the generating station in accordance with the CEA (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- ii) The User shall ensure that Plant and Apparatus is of such design and construction that satisfactory operation of such Plant and Apparatus is not prevented by variation in instantaneous values of system frequency and voltage from their nominal values within the range as specified under the above mentioned Regulations.
- iii) Rated voltage and frequency of the connected equipment must be capable of operating within the limits specified in Central Electricity Authority (Grid Standards) Regulations-2006 and CEA (Technical standards for connectivity with the Grid) Regulation-2007 as amended from time to time.
- iv) Every Element of the Power system shall be protected by a standard protection system with philosophy followed by KPTCL having the required reliability, selectivity, speed, discrimination and sensitivity. Where failure of a protective relay in the system has substantial impact on the grid the parties agree to connect an additional protection as back up protection besides the Main protection.
- v) Bus bar Protection and Breaker Fail protection or Local Breaker Back-up Protection shall be provided by the user wherever stipulated by the KPTCL.

- vi) Special Protection Scheme such as Under Frequency relay for Load shedding, voltage instability, angular instability, Generation backing down or Islanding Schemes, etc., may also be required to be provided to avert system disturbances on the advice of the KPTCL.
- vii) Protection co-ordination issues shall be finalized with the KPTCL and relay settings and fault clearance time shall be set as per the requirement of KPTCL, which shall not be altered or modified without the concurrence of the KPTCL.
- viii) User and STU agree that the reactive Power compensation and / or other facilities shall be provided as far as possible, in the low voltage systems close to the load points thereby avoiding the need for exchange of Reactive Power to/from the Transmission system and to maintain the Transmission system voltage at the inter-connection point within the specified range.
- ix) User and STU agrees that they shall endeavor to maintain the Reactive Power drawl so as to maintain the voltage within limits specified in Grid Code/ KPTCL Corporate orders/ CEA regulations as amended from time to time.
- x) User shall agree to provide Disturbance Recording and Event Logging facilities for voltage class of 220kV and above. All such equipment shall be provided with time synchronization facility for global common time reference.
- xi) User shall agree to provide LVRT for Solar & Wind projects as per provisions of KERC/CEA/CERC Regulations and amendment thereof.
- xii) User shall agree to provide HVRT for Solar & Wind projects as per provisions of KERC/CEA/CERC Regulations and amendment thereof.

d) Telemetry and communication Facilities:

The User shall provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy, status of circuit breaker & isolators positions and other parameters from the point of interconnection to data collection point (DCP) for

onward transmission to SLDC. KPTCL may provide access to User's data transfer through communication network in case spare channels are available on mutually agreed terms, subject to cost being borne by the User. The location of DCP of KPTCL shall be the nearest substation connected electrically where VSAT / OFC communication facility is available. The responsibility of data transfer shall be that of the User.

5. CARRYING OUT THE WORKS: -

In case the user is applying for either a new connection or modification of an existing connection, the User shall provide the detailed data as may be required by the KPTCL not later than thirty (30) days after signing of this Agreement.

5.1 Liaison and Progress Reports:

- a) There shall be quarterly meetings between the User and STU, and each Party shall provide to the other progress reports and their respective progress towards the connection works and other works associated with the Inter-connection point as the case may be, in order to meet their respective obligations.
- b) The progress reports shall cover in reasonable detail, the relevant aspects of progress towards obtaining the relevant Consents, design, construction, commissioning and testing of the Connection Works and works associated with connection works.

5.2 Consents for statutory clearances:

- a) The User shall use its best endeavors to obtain all necessary Consents as shall be required by the User for the purpose of carrying out its works that shall be necessary as per the Grant of connectivity letter/ Power sanction letter of ESCOMs.
- b) KPTCL shall provide the User with preliminary drawings and specifications, free of cost, to facilitate the User in applying for Consents.

5.3 Site Common Drawings:

User and STU agree that site Common Drawings showing layout of equipments, electrical layout drawings, common protection/control drawings and common service drawings shall be prepared at each Inter-connection point before taking up construction, erection and Commissioning of equipment. The User herein agree that following drawing (if required) shall be prepared by the User and got approved by the KPTCL for connection arrangement;

- a) Site Layout;
- b) Electrical layout;
- c) Details of Protection;
- d) Single line diagram;
- e) Operational diagram;

5.4 Construction Works of KPTCL and User

- a) Each Party shall be responsible for carrying out their works under this Agreement, including the works done by a contractor or sub-contractor, to a stage of completion such that the works shall be capable of being commissioned.
- b) Each Party shall as soon as it is satisfied that the Connection Works have been completed to the extent necessary to allow all the Commissioning Tests to be performed, notify the other Party of their readiness to commence the specified Commissioning Tests.

5.5 Inspection, Tests and calibration prior to commissioning:

- a) The User at its cost shall procure connection works equipment through the approved vendors of KPTCL.
- b) Before inter connecting User's facility to the Transmission system, KPTCL shall complete all inspections and witness tests on the connection equipments at the cost of the User. The User shall make available to KPTCL all drawings, specifications and test records of the project equipment.

5.6 Conditions Precedent to the implementation of the Commissioning:

The User shall have to get appropriate approval issued by the KPTCL/ ESCOMs prior to first charging of the connection works equipment through the Transmission system of the KPTCL (by acting reasonably) of the following:

- a) The User's works have been completed in totality;
- b) The User has complied with its all obligations as set out in the Evacuation scheme letter/ Power sanction letter of ESCOMs;
- c) The User has demonstrated the voice & data communication facilities to concerned SLDC wherever applicable;
- d) The User has demonstrated the HVRT/LVRT/VAR exchange to concerned RT wing wherever applicable.
- e) The User has registered for forecasting and scheduling of the Solar/ Wind Generation with SLDC as per KERC Regulations or amendment thereof wherever applicable.
- f) The User has obtained all necessary statutory approvals like PTCC, Electrical Inspectorate(CEIG), No objection certificate from Railways, Forest, KSPCB, Compliance to G.O conditions/ Compliance to Conditions of Supply etc., as case may be applicable from the competent authorities;

5.7 Commissioning:

- a) The KPTCL shall have the general responsibility of witnessing pre-commissioning Tests to be carried out by the User on its connection equipment and liaising with the SLDC.
- b) Not later than one (01) month prior to the Commissioning date, the User shall provide KPTCL with details of the pre-commissioning Test that the User intends to carry out on its equipment, together with all the documents which may be required for approving interconnection of the User's facility with the KPTCL's Transmission system by the KPTCL.

c) KPTCL shall review the documents and communicate interconnection approval to the User in consultation with the SLDC for the Commissioning of the User's connection Equipment / KPTCL's Connection Equipment.

d) KPTCL shall coordinate with the SLDC to make the connection and initial energisation of the User's equipment at the Inter-connection point. Once the energisation of User's equipment has taken place, the KPTCL shall inform the User in writing that the Connection Site has become operational (and this doesn't mean COD of the project in case of Generating Company).

6. OPERATION AND MAINTENANCE: -

6.1 Continuity of Connection:

a) The KPTCL shall agree to connect facility of user and subject to the requirements of Prudent Electricity Utility Practice, maintain a continuous connection and if by reason of any cause whatsoever the KPTCL shall fail to do so despite of its efforts to restore the connection with all reasonable speed, the KPTCL shall not be under any liability whatsoever for loss or damage arising from such failure to maintain a continuous connection.

b) If there is a failure in the continuity of connection, the KPTCL endeavour as soon as practicable to notify the User of the reason for the breakdown and of the estimated time for restoration of the connection and shall endeavour to keep the User informed about the progress of the work of restoring the connection.

6.2 Maintenance Practices:

a) For the duration of this Agreement, KPTCL shall use all endeavor to maintain and repair KPTCL's Connection Equipment in the condition necessary to render it fit for the purpose of transferring the Maximum Export Capacity or Maximum Import Capacity at the Inter-connection point.

- b) For the duration of this Agreement, the User shall maintain its equipment in accordance with Prudent Utility Practice. Also the Switchgear and controls of User system shall be so designed as to prevent back-energisation, and the personnel shall be made aware of the need for exercising this precaution.
- c) Subject to the provisions in the Grid/ Distribution Code, each Party shall be entitled to Planned Outages of parts of its systems or equipments and carry out necessary maintenance from time to time, in co-ordination with the other Party and the SLDC.

6.3 Emergency De-energisation;

- a) Subject to procedures and conditions established in the Grid/ Distribution Code, KPTCL shall have the right to De-energise User's equipment at the Inter – connection point at any time if and to the extent that KPTCL in its reasonable discretion considers necessary in any of the following circumstances;
 - i. Forthwith, when required to prevent or remedy a System Emergency or a condition affecting or likely to affect reliability or integrity of the Transmission system, the system of User or the Users Equipment or other systems connected to the Transmission system;
 - ii. Forthwith, on the occurrence of a Force Majeure Event if, acting in accordance with Prudent Utility Practice, KPTCL considers that the circumstances require it;
 - iii. Forthwith, if, in the reasonable opinion of KPTCL and the SLDC, the condition or manner of operation of the system of the User or the User' Equipment poses an immediate threat of injury or material damage to any person or to another User's system and/or to the Transmission system and the User does not remedy this conditions within a reasonable period specified by the KPTCL.
- b) If, in the reasonable opinion of the User, the condition or manner of operation of the Transmission system poses an immediate threat of injury or material damage to any person or system of the User or its equipment, the User shall have the right

to De-energise its equipment, if it is necessary or expedient to do so, to avoid the occurrence of such injury or damage, provided that the User, when reasonable and practical, shall give an advance notice to the SLDC and KPTCL.

- c) After the circumstances leading to any De-energisation have ceased to exist, KPTCL in coordination with the User, shall request Re-energisation to the SLDC, and the SLDC shall instruct the User to Re-energise its Equipment at the Inter-connection point as quickly as possible and the SLDC in coordination with KPTCL shall Re-energise KPTCL's Equipment as quickly as possible.

6.4 Agreement to pay for Damages;

The parties declare that it shall pay / make good damages, if any, caused by the one party to the property/equipment of the other party, which should be notified-within two days of its occurrence.

7. DECOMMISSIONING OR DISCONNECTION OR DISMANTLING: -

Right to Disconnect, Decommission and Dismantle;

- a. The User shall give KPTCL not less than three (03) months written advance notice of any intention of the User to disconnect, decommission and dismantle its equipment.
- b. If the User gives a notice in accordance to 7(a), the User may, upon expiry of the period specified in such notice and not before, disconnect, decommission and dismantle the User's equipment. At the expiry of such period this Agreement shall terminate, provided that this Agreement shall not terminate until the User pays any pending or applicable payments under this Agreement.
- c. If and when the User wishes later to re-connect its equipment, the User shall give KPTCL not less than a three (03) month written notice unless a shorter period is agreed between the User and KPTCL together with the documents which may be required by KPTCL to consider reconnection.

d. Within six (6) months of the date of such termination or such longer period as may be agreed between the Parties, the Parties shall by arrangement with each other Dismantle and remove any of User Connection Equipment and any of KPTCL's Connection Equipment that are on the property of the Party.

8. SAFETY STANDARDS:-

Both the parties shall comply with the Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and amendments issued from time to time inclusive of any subsequent modifications there of issued by the CEA.

9. Penalty for non-completion of works:

The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties is being executed in time. Penalties for non-completion of works in time by one party (except due to Force majeure conditions) 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, and form a part of this Agreement.

Payment of charges towards KPTCL asset:-

The User declares that it shall pay from the date of commissioning, the Monthly Transmission Tariff including SLDC charges. income tax or other taxes, cess, duties etc., for use of Intra-State Transmission system, in accordance with the relevant KERC Orders/Regulations/KPTCL circulars in the matter issued from time to time.

O&M Charges:

User agrees to pay O&M charges (if applicable) as per the Orders of KERC issued from time to time.

Transaction Charges/ Miscellaneous Charges:

User agrees to pay Transaction Charges/ Miscellaneous Charges if any, as per the norms specified by KPTCL from time to time.

10. ASSIGNMENT: -

The rights, powers, duties and obligations of the User under this Agreement are exclusive to the User and the User may not assign or transfer the rights or obligations of this Agreement save in the following circumstances;

- a) The assignee of the rights and obligations under this Agreement is the legal successor of the User; or,
- b) KPTCL agrees to an assignment proposed by the User, subject to any conditions that KPTCL may impose.
- c) KPTCL may at any time assign or transfer all its rights and obligations under this Agreement to another person who becomes the legal successor of KPTCL.

11. CONFIDENTIALITY:-

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

- a. in the public domain,
- b. already in possession of the receiving party,
- c. required by the Government Ministry/ agencies/ Court of competent jurisdiction.

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

12. DEFAULT, DE-ENERGISATION FOR NON-COMPLIANCE AND TERMINATION: -

12.1 Conditions of Breach;

- a) If the User/KPTCL become aware of any likely possible breach of this Agreement or the Grid/ Distribution Code, it shall notify other party of the likely possible breach giving sufficient details thereof to enable other party to assess the importance of the breach.

- c) If the User is in breach of any of the provisions of this Agreement or the Grid/ Distribution Code then KPTCL shall, as soon as reasonably practicable after it becomes aware of the breach, in good faith notify the User of the breach advising it whether in its opinion the breach can be remedied and the timescale for the remedy and giving sufficient details thereof to the User to enable it to assess the importance of the breach.

12.2 De-energisation for Breach of Grid/ Distribution Code Standards;

If the User fails to comply with the safety and reliability standards set out in the CEA Regulations/Grid/Distribution Code/KERC Orders or Directives, the SLDC or KPTCL on the instructions of the SLDC, may De-energise the User's Equipment upon the expiry of the period indicated in the written notice to the User.

12.3 Re-energisation:

If following any De-energisation pursuant to Clauses 12.2, the User applies to KPTCL for the User's Equipment to be Re-energised and is refused or is offered terms which the User does not accept, this shall be recognized as a dispute over the terms for connection to the Transmission system which the User may refer to KERC. If the User accepts any terms offered by KPTCL or settled by the KERC pursuant to any such reference, KPTCL shall in coordination with the SLDC Re-energise the User's Equipment forthwith after any request from the User for KPTCL to do so.

12.4 Events of Default:

The following events or circumstances shall be events of Default by the User;

a) If a breach referred to Clause 12.2 has not been remedied at the expiry of three (3) months after the date of such De-Energisation, KPTCL by notice in writing to the User, declares that such breach is an Event of Default;

Or

b) a failure to comply with, or operate in conformity with any provisions of this Agreement where such failure is a material breach of this Agreement (being one which materially affects the User's ability to perform its obligations under this Agreement) and such failure is not remedied (if such failure is capable of remedy) for the period provided for in this Agreement or, if none is provided, within, thirty (30) days following the date on which the User is given notice of the default by KPTCL.

Or

c) if at any time after the Commissioning Date, the User has failed to obtain or maintain any licences, authorizations or other approvals or Consents required for its operation and such failure is not remedied within thirty (30) days from the date KPTCL has given notice of the default.

12.5 Termination:

a) Once KPTCL has given a valid notice of an Event of Default pursuant to Clause 12.4, KPTCL may serve notice or termination to the User whereupon this Agreement shall terminate and;

i) The SLDC or KPTCL on the instructions of the SLDC, may give notice of De-energisation and Disconnection to the User, and shall Disconnect all the User's Equipment at the Inter-connection point; and,

ii) The User shall dismantle and remove any of the User Connection Equipment and KPTCL shall dismantle and remove any of its Connection Equipment on the property of the other party within six (06) months of the date of termination or such longer period as may be agreed between the Parties.

b) The User may terminate this Agreement pursuant to the provisions of Clause 12.5.

13. FORCE MAJEURE: -

Force Majeure Event;

Force Majeure Event means any circumstance not within the reasonable control of the KPTCL, such as;

- a) acts of terrorists, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict, sabotage or acts of vandalism, criminal damage or the threat of such acts, etc.;
- b) extreme weather or extreme environmental conditions including epidemic, Pandemic, storm, flood, lightning, fire, landslip, earthquake, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionizing radiation, etc.;
- c) a strike or any other form of industrial action by persons employed by the KPTCL including any strike which is a part of a wider labour dispute;

14. DISPUTE RESOLUTION: -

14.1 Reference to Senior Management of Users;

- a) The affected party shall give notice to the other party in writing to resolve the dispute.
- b) In case of any dispute, parties shall mutually resolve the same in a timely manner.
- c) Any of the parties may use experts or mediators to help resolve the dispute in an amicable and speedy manner.

14.2 Reference to the KERC.

If the dispute has not been resolved within one (01) month after the date of receipt of the written notice pursuant to 14.1 (c), any Party may decide to refer it to the KERC for resolution of the dispute.

14.3 Performance to Continue during Dispute;

Performance of this Agreement shall continue during dispute resolution pursuant to Clause 15. No payment due to or payable by the parties shall be withheld on account of a pending reference to dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

15. NOTICES:-

Save as otherwise expressly provided in this Agreement, any notice or other communication to be given by a Party to another Party 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 sent by Registered Post or facsimile, and shall be deemed to have been received;

16. AMENDMENT TO CONNECTION AGREEMENT: -

In case of modification to the point of connection like reallocation of bays, upgradation of voltage level, enhancement of capacity, change in Evacuation scheme letter/ Power sanction letter of ESCOMs etc., or addition of points of inter-connection with KPTCL network on mutually agreed terms, the connection agreement shall be amended and executed between parties within 30 days implementing such modification.

17. GOVERNING LAWS AND JURISDICTION;

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

IN WITNESS WHERE OF the KPTCL and the User have caused this Agreement to be executed by duly authorized representative on the date above first herein written.

Signed for and on behalf of User

Signed for and on behalf of KPTCL

(Name:_____)

(Name :_____)

Superintending Engineer, W& M/M Witnesses: -

Witnesses:-

1. _____

1. _____

2. _____

ANNEXURE-1
SITE RESPONSIBILTIIY SCHEDULE

(To be prepared by KPTCL in consultation with the User as per Section 5 of Grid Code)

1. General: -

Name of Transmission Licensee	KPTCL
Name & Designation of coordinating officer of Transmission Licensee	(Please enter herein the details of Substation is-charge where connection is being made)
a. Contact Address b. Telephone c. Mobile d. Fax No e. E-mail Id	a) b) c) d) e)
Name of Sub-Station where inter-connection with KPTCL's Transmission system is proposed	
Voltage of Connection with KPTCL's Transmission System	
Name of User seeking connection with KPTCL's Transmission system.	
Name & Designation of coordinating officer of the User	
a) Contact Address b) Telephone c) Mobile d) Fax No e) E-mail Id	a) b) c) d) e)

Signed for and on behalf of User

Signed for and on behalf of KPTCL

-----Name:_____

Name:_____

Seal

Seal

Activity Responsibility: -

Item of Plant/ Apparatus	Plant Owner	Safety Responsibility	Control Responsibility	Operation Responsibility	Maintenance Responsibility	Remarks if any
-----kV switchyard						
All equipment including bus bars						
Dedicated Transmission line						
Service Line						

Signed for and on behalf of User

Signed for and on behalf of KPTCL

(Name : _____)

(Name : _____)