On Non Judicial Stamp paper of Rs.10

AFFIDAVIT

In	the	matte	er of	filiı	ng ap	plicatio	n to	Power	Transr	nissio	on Corpora	tion	of	Uttaral	khand
Lin	nited,	for	grant	of	Conne	ectivity	under	UERC	(Terms	and	Conditions	of	Intra	-State	Open
Ac	cess)	Regul	lation,	201	0.										

I(Name)S/o	Shri(Father's	name) wo	orking as		(Post)	in
(name of the Con	npany),havi	ng its register	red office a	at	. (address	of
the company), do	solemnly affirm and	d say as follov	ws:			

- 1. I am the (Post)...... of(Name of the Company)......, the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
- 2. I submit that M/s......(name of the company)...... is a registered company(Public Ltd/Pvt. Ltd.)...... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act,2003/relevant Regulation(s) of UERC, the company can file the enclosed application.
- 3. I submit that all the details given in the enclosed application for grant of Connectivity alongwith necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)
Name of the Applicant

(To be duly attested by Notary)

Application for grant of Connectivity

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

Prime Contact Person
Designation
Phone No.(Landline)
Phone No.(Mobile)
Fax
E-Mail

Alternate Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail

4 Nature of the Applicant

Generator (other than captive)
Captive Generator
Bulk Consumer

- 5 Details for Connectivity
- 5a Capacity(MW) for which connectivity is required
- 5b Date from which connectivity is required

6 Location of the Generating Station / Bulk Consumer

> Nearest Village / Town District State

Latitude Longitude

7 Installed Capacity of the Generating Station

Unit-1 Unit-2 Unit-3 Unit-4 Unit-5

Unit-6

8 Commissioning Schedule of the Generating Station (new)

Unit-1 Unit-2 Unit-3 Unit-4 Unit-5 Unit-6

9 Details of the Generating Station

Name of the Power Plant
Promoter
Fuel
Source of Fuel
Generation Voltage
Step-up Voltage
Is it an identified project of CEA
Base Load / Peaking

10 Details of Nearest 400/220/132 kV substations

Sub-Station-1

Voltage levels available Owner Distance (Km)

Sub-Station-2

Voltage levels available Owner Distance (Km)

Sub-Station-3

Voltage levels available Owner Distance (Km)

11 Details of DD/e-transaction (Application Fee)

Amount (in Rs.)
DD/Transaction No.
Date
Bank Name
Branch Name

Intimation for grant of Connectivity

- 1 Intimation No.
 - Date:
- 2 Ref. Application No.
 - Date:
- 3 Name of the Applicant
- 4 Address for Correspondence
- 5 Nature of the Applicant

Generator (other than captive)

Captive Generator

Bulk Consumer

- 6 Details for Connectivity
- 6a Capacity (MW) for which connectivity is granted
- 6b Point at which Connectivity is granted
- 6c Date from which connectivity is granted
- 6d Transmission System Required for Connectivity
- 6e Implementing Agency for transmission system required for connectivity
- 6f Agencies between which agreement is to be signed for implementation of transmission system required for connectivity
- 7 Transmission Charges Applicable for the dedicated line
- 8 Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant

Location of the Generating Station / Bulk Consumer Nearest Village / Town District State Latitude Longitude 10 Installed Capacity of the Generating Station Unit-1 Unit-2 Unit-3 Unit-4 Unit-5 Unit-6 11 Commissioning Schedule of the Generating Station

Unit-1 Unit-2 Unit-3 Unit-4 Unit-5 Unit-6

- 1. Note:-Applicant given intimation for Connectivity to the grid shall have to furnish additional details to STU for signing of "Connection Agreement" as per format given at FORMAT -4, These details are to be furnished to STU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by STU. The Applicants are, however advised to furnish such details as early as possible for enabling them to have lead time for any type of access.
- 2. The STU will process the above information and will intimate the Connection details as per format given at **FORMAT -5.** Pursuant to such Connection details, the applicant shall have to sign "Connection Agreement" with STU prior to the physical inter-connection as per format given at **FORMAT -6.** In case connectivity is granted to IaSTS of an Intra State Transmission Licensee other than the STU, a tripartite agreement shall be signed between the applicant, the State Transmission Utility and such Intra State Transmission Licensee in line with the provisions of the Regulations.

APPLICATION FORM FOR ADDITIONAL INFORMATION TO BE FURNISHED FOR SIGNING CONNECTION AGREEMENT TO INTRA-STATE TRANSMISSION SYSTEM

General Information to the Applicants

- 1. Applicant given intimation for Connectivity to the grid by the STU as per **FORMAT -3** shall have to furnish additional details to STU for signing of "Connection Agreement" as per the enclosed format..
- 2. The STU will process the information provided in this format and will intimate the Connection details as per format given at FORMAT-5. Pursuant to such Connection details, the applicant shall have to sign "Connection Agreement" with STU prior to the physical inter-connection as per format given at FORMAT -6. In case connectivity is granted to IaSTS of an Intra State Transmission Licensee other than the STU, a tripartite agreement shall be signed between the applicant, the State Transmission Utility and such Intra State Transmission Licensee in line with the provisions of the Regulations. After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC.

ADDITIONAL INFORMATION TO BE FURNISHED TO STU FOR SIGNING OF "CONNECTION AGREEMENT" FOR CONNECTION TO INTRA-STATE TRANSMISSION SYSTEM

A. DETAILS OF APPLICANT

1.	Name of the Applicant Company	:	
2.	Details of Grant of Connectivity		
	(a) Connectivity Intimation No.		
	(b) Date		
2.	Address for Correspondence	:	
3.	Contact Person	:	
	3.1 Prime Contact Person		
	(a) Name		
	(b) Designation		
	(c) Phone No.		
	(d) FAX		
	(e) E-mail		
	9.4 Alternate Contact Person		
	(a) Name		
	(b) Designation		
	(c) Phone No.		
	(d) FAX		
	(e) E-mail		
4.	Status of Applicant Company (Please tick the	:	Generating Station including
	appropriate box)		Captive generating plant
			Bulk Consumer
5.	Estimated time of completion of project		
	(Please enclose PERT chart)		

B. MAPS AND DIAGRAMS

- 1. Provide necessary survey of India topo sheet clearly marking the location of the proposed site. **Schedule I**
- 2. Provide site plan (both hard and soft copy in AutoCAD 2000 & above version and in PDF format) in appropriate scale. **Schedule II.** The site plan should indicate following details:
 - a. The proposed location of the connection point
 - b. Generators
 - c. Transformer
 - d. Site building
- 3. Provide an electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant. The plan is to be submitted in both hard copy and soft copy in AutoCAD 2000 & above version and in PDF format. **Schedule III**

C. DETAILS OF CONNECTION - GENERATION PLANT

1.	Type of Generation Plant (Hydro, Thermal,	:	
	Gas etc		
2.	Rating of Generator Units	••	Schedule – IV
3.	Maximum Export Capacity Required	:	
4.	Maximum Import Capacity required	:	
	This is the amount of import capacity that the		
	site will require during startup (MVA)		
5.	Station house load during normal operating	:	
	conditions (MW/MVAR)		
6.	Expected running regime e.g. base load,	:	
	peaking etc		
7.	Generator Data for Fault (Short Circuit		Schedule – V
	Studies)		
8.	Dynamic Simulation Data		
	Generator		Schedule – VI
	Excitation		Schedule – VII
	Power System Stabilizer		Schedule – VIII

D. DETAILS OF CONNECTION – BULK CONSUMER

1.	Type of Load (Industrial/Commercial)	:	
	including type of industry, i.e. electric furnace,		
	rolling mills, manufacturing, assembly line,		
	etc.		
2.	Peak requirement of load in MVA, MW and	:	
	MVAR		
3.	Peak import required in MVA, MW and	:	
	MVAR		
4.	Month-wise Peak import required in MVA,	:	
	MW and MVAR		
5.	Month-wise Energy requirement in MUs.	•	
6.	Data for Fault (Short Circuit Studies)		Single phase and three phase Fault
			level

E. DETAILS OF CONNECTION – DATA AND VOICE COMMUNICATION

1.	Type Data Gateway	:	(Whether RTU/ Substation Automation
	(Remote Terminal Unit/ Substation		System Gateway; and Number of data
	Automation System Gateway)		ports)
2.	Data Communication connectivity Standard	:	(Type of Communication Protocol, i.e.
	followed		101(serial port) or 104(Ethernet), etc.)
	(As per interface requirement and other		
	guideline made available by the respective		
	RLDC)		
3.	Write here the communication media,	:	(Communication media: For example
	interface and capacity being targeted for		fibre optics, PLCC, etc. Interface:
	connection for Data and voice		Example RS 232C, G.703)
	Communication		or as per mutual agreement
			Capacity: 1200 baud, 64 Kbps, 9.6
			Kbps, etc as per mutual agreement)

This is to certify that the above data submitted with the application are pertaining to connection sought for the IaSTS. Further, any additional data sought for processing the application shall be furnished.

Authorized Signatory Of Applicant

Name:

Designation:

Seal:

Place:

Date:

Schedule – I : Survey of India topo sheet clearly marking the location of the proposed site

Schedule – II : Site plan in appropriate scale.

Schedule – III : Electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant.

${\bf Schedule-IV: Rating\ of\ Generating\ Units}$

(Add additional sheets if number of units are more)

		Unit – 1	Unit - 2	Unit – 3
1.	Unit Rating (MVA)			
2.	Normal Max. Continuous Generation Capacity at			
	Normal operating temperature (MW)			
3	Normal Max. Continuous Export Capacity at Normal			
	operating temperature (MW)			
4	Maximum (Peaking) generating Capacity at min			
	ambient air temperature (MW)			
5	Maximum (Peaking) Export Capacity at min ambient			
	air temperature (MW)			
6	Minimum Continuous Generating Capacity (MW)			
7	Minimum Export Generating Capacity (MW)			
8	Normal Maximum Lagging MVAR at rated MW			
	output			
9.	Normal Maximum leading MVAR at rated MW			
	output			

Please attach a capability Curve :	
	Drawing no. of the Capability
	Diagram attachment

Schedule – V : Generator Data for Fault (Short Circuit Studies)

All data to be provided on pu machine MVA base

1.	Direct Axis Transient Reactance	Xd"	
	(Unsaturated)		
2.	Sub-transient Reactance (Unsaturated)	Xd"	
3.	Synchronous Reactance	Xs	
4.	Zero Phase Sequence Reactance	Xo	
4.	Negative Phase Sequence Reactance	X2	

Schedule – VI : Dynamic Simulation Data

Generator Data

All data to be provided on pu machine MVA base

1.	Direct Axis Positive Phase Sequence	Xd	
	Synchronous Reactance		
2.	Quadrature Axis Positive Phase Sequence Synchronous	Xq	
	Reactance		
3.	Direct Axis Transient Reactance (unsaturated)	Xd"	
4.	Quadrature Axis Transient Reactance (unsaturated)	Xq"	
5.	Sub-Transient Reactance (unsaturated)	Xd''"	
5.	Armature Leakage Reactance	Xl	
6.	Direct Axis Transient open circuit Time Constant (Secs)	Tdo"	
7.	Direct Axis Subtransient open circuit Time Constant(Secs)	Tdo''''	
8.	Quadrature Axis Transient open circuit Time Constant(Secs)	Tqo"	
9.	Quadrature Axis Subtransient open circuit	Tqo''''	
	Time Constant(Secs)		
10.	Inertia of complete turbogenerator (MWs/MVA)	Н	
11.	Please provide open circuit magnetization curve enter drawing		
	number here or mention "assume"		
	if this not available then PTCUL shall assume magnetic		
	saturation characteristics as per the Annexure-I		

Excitation Data

Please submit Laplace domain control block diagram that represents the generator excitation system in accordance with the IEEE standard excitation model or as otherwise agreed with PTCUL. This control block diagram should completely specify all the time constants and gains to fully explain the transfer function from the compensator or generator terminal voltage and field current to generator voltage. A list of acceptable IEEE standard excitation model available with PSS/E simulation package used by PTCUL is shown in **Annexure-II**.

Please fill/tick the ap	ppropriate box below:			
Please assume				
OR				
	is not available at this stage the		me exciter model giv	ven
Assume the model g	iven at Annexure-III as our n	nodel		

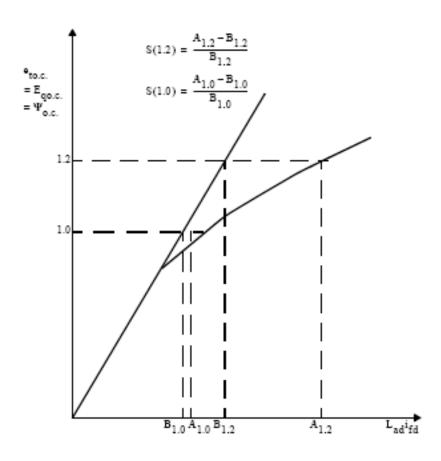
Schedule – VII: Two Winding Transformer Data

1.	Transformer positive sequence resistance (R1%)	
2.	Transformer positive sequence reactance (X1%)	
3.	Transformer zero sequence resistance (R0%)	
4.	Transformer zero sequence reactance (X0%)	
5.	Transformer Vector group	
5.	Nature of Tap Changer (on load/off load)	
6.	Number of steps and step size	

${\bf Schedule-VIII: Three\ Winding\ Transformer\ Data}$

1.	Transformer Vector group	
2.	Positive sequence resistance (R1HL1%) between HV/LV1	
3.	Positive sequence reactance (X1HL1%) between HV/LV1	
4.	zero sequence resistance (R0HL1%) between HV/LV1	
5.	zero sequence reactance (X0HL1%) between HV/LV1	
6.	Positive sequence resistance (R1HL2%) between HV/LV2	
7.	Positive sequence reactance (X1HL2%) between HV/LV2	
8.	Transformer zero sequence resistance (R0HL2%) between HV/LV2	
9.	zero sequence reactance (X0HL2%) between HV/LV2	
10.	Positive sequence resistance (R1L1L2%) between LV1/LV2	
11.	Positive sequence reactance (X1L1L2%) between LV1/LV2	
12.	zero sequence resistance (R0L1L2%) between LV1/LV2	
13.	zero sequence reactance (X0L1L2%) between LV1/LV2	
14.	Positive sequence resistance (R1HL1//L2%) between HV/(LV1+LV2)	
15.	Positive sequence reactance (X1HL1//L2%) between HV/(LV1+LV2)	
16.	zero sequence resistance (R0HL1//L2%) between HV/(LV1+LV2)	_
17.	zero sequence reactance (X0HL1//L2%) between HV/(LV1+LV2	

Open Circuit magnetization curve



Magnetic saturation data to be assumed

$$S(1.0) =$$

$$S(1.2) =$$

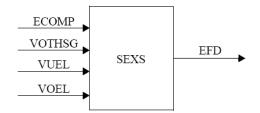
Acceptable IEEE standard excitation model available with PSS/E simulation package used by PTCUL

Excitation System Models				
ESAC1A	1992 IEEE type AC1A excitation system model			
ESAC2A	1992 IEEE type AC2A excitation system model			
ESAC3A	1992 IEEE type AC3A excitation system model			
ESAC4A	1992 IEEE type AC4A excitation system model			
ESAC5A	1992 IEEE type AC5A excitation system model			
ESAC6A	1992 IEEE type AC6A excitation system model			
ESAC8B	Basler DECS model			
ESDC1A	1992 IEEE type DC1A excitation system model			
ESDC2A	1992 IEEE type DC2A excitation system model			
ESST1A	1992 IEEE type ST1A excitation system model			
ESST2A	1992 IEEE type ST2A excitation system model			
ESST3A	1992 IEEE type ST3A excitation system model			
EXAC1	1981 IEEE type AC1 excitation system model			
EXAC1A	Modified type AC1 excitation system model			
EXAC2	1981 IEEE type AC2 excitation system model			
EXAC3	1981 IEEE type AC3 excitation system model			
EXAC4	1981 IEEE type AC4 excitation system model			
EXBAS	Basler static voltage regulator feeding dc or ac rotating exciter model			
EXDC2	1981 IEEE type DC2 excitation system model			
EXELI	Static PI transformer fed excitation system model			
EXPIC1	Proportional/integral excitation system model			
EXST1	1981 IEEE type ST1 excitation system model			
EXST2	1981 IEEE type ST2 excitation system model			
EXST2A	Modified 1981 IEEE type ST2 excitation system model			
EXST3	1981 IEEE type ST3 excitation system model			
IEEET1	1968 IEEE type 1 excitation system model			
IEEET2	1968 IEEE type 2 excitation system model			
IEEET3	1968 IEEE type 3 excitation system model			
IEEET4	1968 IEEE type 4 excitation system model			
IEEET5	Modified 1968 IEEE type 4 excitation system model			

IEEEX1	1979 IEEE type 1 excitation system model and 1981 IEEE type DC1 model	
IEEEX2	1979 IEEE type 2 excitation system model	
IEEEX3	1979 IEEE type 3 excitation system model	
IEEEX4	1979 IEEE type 4 excitation system, 1981 IEEE type DC3 and 1992 IEEE	
	type DC3A models	
IEET1A	Modified 1968 IEEE type 1 excitation system model	
IEET1B	Modified 1968 IEEE type 1 excitation system model	
IEET5A	Modified 1968 IEEE type 4 excitation system model	
IEEX2A	1979 IEEE type 2A excitation system model	
SCRX	Bus or solid fed SCR bridge excitation system model	
SEXS	Simplified excitation system model	

Annexure-III

SEXS - Simplified Excitation System Model



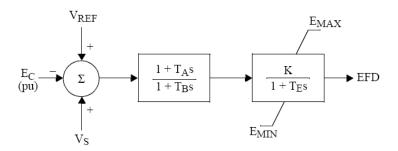
CONs	#	Value	Description	
J			T_A/T_B	
J+1			T _B (>0) (sec)	
J+2			K	
J+3			T _E (sec)	
J+4			E _{MIN} (pu on EFD base)	
J+5			E _{MAX} (pu on EFD base)	

 STATEs
 #
 Description

 K
 First integrator

 K+1
 Second integrator

IBUS, 'SEXS', I, $T_A/T_B,\,T_B,\,K,\,T_E,\,E_{MIN},\,E_{MAX}/$



 $V_S = VOTHSG + VUEL + VOEL$

Draft Letter furnishing Connection Details for Connection to the Intra-State Transmission Grid by the STU

[Na	ame]		
[Ad	dress of the party]		
Sub	ject : Connection Details for connection to the	ne In	tra-State Transmission Grid.
Dea	ır Sir,		
to tl	is is with reference to your application None Intra-State Transmission System. We have mitted connectivity to the grid as per the deta	e ex	amined your proposal and you are hereby
1.	Name of the Link (sub-station/line) at	:	
	which connectivity granted		
2.	Voltage level	:	400/220/132kV
3.	Type of Link	:	
4.	Reactive compensation to be provided	:	[Specify rating of Line Reactor/Bus Reactor/Series compensation if any]
5.	Maximum Import Capacity through the Link	:	
6.	Maximum Export Capacity through the Link	:	
7.	Expected date of commercial operation	:	
8.	Bay allocated in the switchyard of connectivity	:	Bay No. [refer enclosed single line diagram at Annexure-I]
9.	Equipment to be provided by applicant in the allocated bay meeting the requirement of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 which shall be compatible with the equipment installed at other end.	:	[refer Annexure-II]

10 Protection Equipment to be provided by applicant shall be meeting the requirements of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and shall be compatible & matching with the equipment installed at other end.

[refer Annexure-II]

11 System recording & SCADA Equipment shall be meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and shall be compatible to facilitate exchange of data with the existing system installed in the IaSTS network.

[refer **Annexure-III**]

12 Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost. [refer **Annexure-IV**]

13 Name of Communication Link for Data and Voice Communication

from [Name of switchyard/substation] – to [Name of switchyard/substation]

14 Communication equipment details upto PTCUL Data Collection Point

[refer **Annexure-V**]

15 Site responsibility schedule : [as n

[as marked in the attached GA diagram at Annexure-VI]

It should be noted by the applicant that all the equipments and systems to be provided by applicant shall have to conform to the technical standards as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.

The applicant will establish, test, commission and demonstrate the voice and data communication facilities with concerned SLDC before test charging.

At the connection point to the IaSTS, all works associated with bay extension shall be taken- up by PTCUL on deposit of cost for the same. However, these equipments shall be owned by the applicant.

Thanking You

Equipment to be provided by applicant in the allocated bay meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007

Sl.	Name of Equipments	Nos.	Ratings
No.			
1.	Circuit Breaker		
2.	Isolators		
3.	Earth Switches		
4.	CT		
5.	CVT		
6.	Wave Trap		
7.	Etc.		
8.			
9.			

System recording & SCADA Equipment to be provided by the applicant

Sl.	Name of Equipments	Nos.	Ratings
No.			
1.	Event Logger		
2.	Disturbance recorder/ Fault locator		
3.	Data Acquisition System		
4.	Communication equipment		
5.	Etc.		
6.			
7.			

Annexure-IV

Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost

Annexure-V

Communication equipment details upto PTCUL Data Collection Point

Site responsibility schedule

A. Principle & Procedure:

The responsibility of control, operation, maintenance & all matters pertaining to safety of equipments and apparatus at the connection point shall lie with the owner of equipment. For ease of day-to-day operation as a general practice O&M is carried out by the owner of the substation in whose premises the proposed bay is located for which a separate O&M contract is entered into, based on mutually agreed terms and conditions.

B. List of equipment and their ownership at the connection point:

Sl.	Name of Equipments	Ownership
No.		
1.		
2.		
3.		
4.		
5.		
6.		
7.		

C. Site common Drawings:

- a. Site layout
- b. Electrical layout (SLD)
- c. General Arrangement Drawings (GA)
- d. Details of protection
- e. Common services drawing

DRAFT Connection Agreement

THIS AGREEMENT is made the [] day of [] 200[]

BETWEEN:

Power Transmission Corporation of Uttarakhand Limited [Name and registered address of the STU] (hereinafter called the "STU") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns and for the purposes of this Connection Agreement the STU shall act through its ______

[address of the regional head quarter where connection shall be located] Unit;

and

[Name and registered address of the applicant Company] (herein after called "the Applicant") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

Or

[Name and registered address of the intra-State Transmission Licensee" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

STU, applicant and intra-state transmission licensee are hereinafter collectively referred to as "Parties" and individually as "Party".

(or amongst STU, Applicant and IaSTS As applicable)

WHEREAS:

- (A) The Applicant has applied to the STU for connection of the [mention generating station including a captive generating plant or Bulk consumer as appropriate] facility to the STU "s Transmission System and use of the STU "s Transmission System to transmit electricity to and or from the Facility through the Intra-State Transmission System.
- (B) The STU has agreed to the connection of the [mention generating station including a captive generating plant or Bulk consumer as appropriate] Facility to the STU "s Transmission and Communication System (via the applicant's Site-Related Connection Equipment) at the Connection Point (...... Mention details of the connection point, the

name of sub-station, name of line which is to be made LILO, etc.....) using the Transmission and Communication System of the STU to transmit electricity as well as real time data to and or from the Facility through the STU "s Transmission and Communication System.

- (C) 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, in addition to the estimated cost required to be carried out by the STU for works related to the interconnection, in accordance with the Connection Agreement. In the case of a generating plant seeking connection to the intra-state transmission system not owned by the STU, a tripartite Connection Agreement would be signed between the STU, the intra-State transmission licensee and the applicant, since the planning of the intra-State transmission system, insulation coordination, system studies, etc. are the responsibility of the STU. The responsibilities of the three parties would be defined accordingly in the tripartite Agreement.
- (D) 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 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. Similarly, for the regular O&M of the connection equipments owned by the applicants and located in the STU "s premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.
- (E) Further, a signed copy of the agreement along with all the Annexures, and amendments when ever made, shall be submitted to SLDC.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

- 1.1 The Parties agree to the following General Conditions:
 - (a) The parties shall abide by the Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2010 dated 28.10.2010, in respect of procedure of grant of connectivity and other matters.
 - (b) The applicant or intra-State transmission licensee, as the case may be, shall be responsible for planning, design, construction, and safe and reliable operation of its own equipments in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants

and electric lines) Regulations, Central Electricity Authority (Grid Standards) Regulations, Indian Electricity Grid Code (IEGC) and State Grid Code of Uttarakhand and other statutory provisions.

- (c) The applicant or intra-State transmission licensee 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, transformer taps and other parameters from their station to Data Collection Point (DCP) of STU as per IEGC/SGC. STU shall provide access to applicant"s data transfer through communication network in case spare channels are available on mutually agreed terms. The location of DCP of STU shall be the nearest station connected electrically where wideband communication capacity of PTCUL is available. Additional communication system from DCP to the concerned SLDC shall be the responsibility of STU; however its cost shall be borne by the applicant. The responsibility of data transfer shall be that of the applicant.
- 1.2 The following documents and their schedules which have been initialed by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below:-
 - (a) Application for seeking connection to the intra-State transmission system.
 - (b) Intimation for Grant of Connectivity
 - (c) Additional information for signing Connection Agreement
 - (d) Connection Offer Letter;
 - (e) This Agreement;

1.3 Availability of Statutory/Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the applicant or intra-State transmission licensee shall be responsible for obtaining the statutory clearances/approval including transmission license (if required) for carrying out the works requiring connection to the IaSTS. Accordingly, the provisions of the Agreement dealing with the carrying out of the Works, either by the applicant or intra-State transmission licensee or the STU (unless otherwise agreed mutually) in all respects would be conditional on and subject to the STU being satisfied that the necessary approvals/clearances are available with the applicant or intra-state transmission licensee, as the case may be.

2 Agreement to Pay Charges and Costs

2.1 Agreement to Monthly Transmission Tariff

The applicant declares that it shall pay the Monthly Transmission Tariff including SLDC charges, for use of Intra-State Transmission System, as and when Long term access, Medium-term open access or short-term open access is availed by the applicant, in accordance with the relevant regulations of UERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of STU or intra-state transmission licensee other than the STU, as the case may be, for accommodating the proposed connection as specified in the letter of STU furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the STU or intra-state transmission licensee other than the STU, as the case may be, which has been notified by the STU or intra-state transmission licensee other than the STU, as the case may be, within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay Charges for construction of Bays:

The applicant or intra-State transmission licensee will execute an agreement with STU for the Erection of equipment of applicant or intra-State transmission licensee in the substation premises of the STU for construction of bays, if required. For this purpose the applicant or intra-State transmission licensee shall pay charges to the STU on mutually agreed terms.

2.5 Agreement to pay O&M Charges:

The applicant or intra-State transmission licensee shall pay O&M charges to the STU on mutually agreed terms for the bay equipment of applicant or intra-State transmission licensee being operated & maintained by the STU in their substation. These O&M charges will be governed time to time as per the mutually agreed terms.

3. Conditions Precedent to the implementation of the Commissioning Instructions

The applicant or intra-State transmission licensee shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the STU is satisfied (by acting reasonably) that:

- (a) the Connection Works have been completed;
- (b) the applicant has complied with its all obligations as set out in the Offer Letter;
- (c) the applicant or intra-State transmission licensee has demonstrated the voice & data communication facilities to concerned SLDC;
- (f) the applicant or intra-State transmission licensee has obtained necessary approvals like PTCC, Electrical Inspectorate of CEA/State Electrical Inspector etc. from competent authority;
- (g) the applicant or intra-State transmission licensee has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.

4. Metering

The applicant or intra-State transmission licensee shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC/SGC, 2007.

5.1 Site Access

Being restricted area the STU may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant or intra-State transmission licensee in it's premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc., based on a written request by the applicant or intra-State transmission licensee giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the STU's authorized representative to safeguard the safety and security requirements of STU's installations and safety of the representatives of the applicant or intra-State transmission licensee.

Similarly the applicant or intra-State transmission licensee may also allow, on prior permission, site access to the STU's employees and/or agents and/or invitees to carry

out preliminary site investigation works, inspections, etc in the connection site of the applicant or intra-State transmission licensee, provided that a written request has been made giving reasonable advance notice.

5.2 Conditions of access

Site access for the STU/applicant or intra-State transmission licensee shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant or intra-State transmission licensee/STU 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.

6. Transfer Assignment and Pledge

The applicant or intra-State transmission licensee shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

7. Notice

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.

The authorities of the parties who shall responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

8. Settlement of Disputes and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

9. Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of the STU or the applicant as the case may be, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, intra-state transmission system of the STU, or any facility or system that is integral to and substantial for the performance of this agreement.
- Any event or circumstances of a nature analogues to any events set forth above within India.

Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure event notify the other in writing of such cause(s).

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

10 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 the possession of the receiving party,
- c) required by the Govt. Ministries/Agencies/Court of competent jurisdiction.

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

11 Governing Laws and Jurisdiction

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

12 Amendment to the Connection Agreement

In case of Modification to point of connection like re-allocation of bays, upgradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the STU and the applicant have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of:-

[STU Details]

Signed for and on behalf of:-

[Applicant or IaSTS licensee Details as the case may be]

Appendix

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