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FORMAT-CON-6

Connection Agreement

This Connection Agreement is made on date of Month and year of for establishing Connectivity of MW Wind /Solar Power Project with GETCO 400/220/132/66 Kv Substation.

- 1.) **Gujarat Energy Transmission Corporation Ltd.**, Sardar Patel Vidhyut Bhavan, Vadodara (hereinafter called the "GETCO") 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 Transmission Department as the first party and
- 2.) **Ms.** a Company Registered under the Companies Act 1956, having its Registered Office (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 and each of the parties hereto being a "Party" and the term "Parties" shall be construed accordingly as the second Party.

3.) WHEREAS:

- A) The applicant has applied to the STU –GETCO for connectivity of MW at village Under Gujarat Solar/Wind policy 2019 and approved by GEDA Energy and Petrochemicals Department of Gujarat Government vide letter dtd..... set up Solar/wind farm projects under GUVNL Bid which will transmit wind power through STU's Transmission System and use of the STU's Transmission System to transmit electricity to and or from the Facility through the State Transmission System interconnection point is 132/66 KV Jam-kahmbhaliya Substation of GETCO.
- B) The STU has agreed to the connection of the (.....) MW Solar/Wind Power Project Facility to the STU's Transmission at the connection point at village to 400/220/132/66 kVSubstation of GETCO Single Circuit Transmission Line and to the using the GETCO's Transmission and Communication System 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 have entered into this Connection Agreement to record the terms and conditions up to 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.
- D) Further, 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 party resulting in financial losses to the GETCO will be as per GERC Regulations for this Agreement. Similarly, for the regular O&M of the connection equipment's owned by the applicant and located in the STU premises / switchyard and line the parties shall

separately take up the O & M agreement on mutually agreed terms and conditions. Indemnification of each other against losses incurred in this regards, and form a part of this agreement.

IT IS HEREBY AGREED FOR CONNECTIVITY

1. General conditions for Connectivity

1.1 The parties agree to the following General Conditions that are incorporated into this agreement.

(a) The parties shall abide by the Central Electricity Regulatory Commission (Grant of Connectivity in State Transmission and related matters) Regulations, 2010, in respect of procedure of grant of connectivity and other matters.

(b) The State transmission licensee, shall be responsible for planning, design, construction, and safe and reliable operation of its own equipment in accordance with the Gujarat 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, Grid Code and other statutory provisions.

(c) The shall provide necessary facilities for voice and 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 Grid Code. STU may provide access to 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 GETCO 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! The responsibility of data transfer shall be that of the

1.2 The following documents and their schedules which have been initiated by the and annexed herewith shall be deemed to form part of this Agreement in the order of precedence listed below.

- (a) Application for seeking connection to the State Transmission system.
- (b) Offer Letter of this Agreement attached hereto;
- (c) Connection Agreement alongwith schedules
- (d) O & M Agreement

1.3 Availability of Statutory / Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval for carrying out the works requiring connection to the STU system. Accordingly, the provisions of the Agreement dealing with the carrying out of the works, by the applicant in all respects would be conditional on and subject to the STU being satisfied that the necessary approvals/ clearances are available with the

2.0 Agreement to pay charges and costs.

2.1 Agreement to monthly transmission Tariff

The agrees to pay or make arrangements for payments of the monthly Transmission Tariff including SLDC charges, FERV income tax or other taxes, cess, duties etc. for use of State Transmission System, as and when Long Term Open Access, Medium Term Open Access or Short Term Open Access is availed by the, in accordance with the relevant regulations of GERC in this regards.

2.2 Agreement to additional costs

The agrees to pay cost towards modification / alterations to GETCO's infrastructure for accommodating the proposed connection as specified in the estimate issued by GETCO.

2.3 Agreement to pay for damages

The agrees to pay/ make good damages, if any, caused to the property of the GETCO, which has been notified by the GETCO 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.

M/s will carry out the work of erection of equipment's in substation premises of STU for construction of Bays at their own cost. M/s will bear the expense for repair or replacement of the equipment throughout the term of the PPA with GUVNL or the life span of Solar/Wind Plant whichever is later. In case of any failure in equipment's of bays at GETCO end, GETCO shall not pay for any repair or replacement of equipment's and GETCO shall not be responsible for payment of any compensation due to non- evacuation of power due to such failure of equipment and delay in replacement of same.

2.5 Agreement to pay O&M Charges

The shall agree to pay O&M charges of dedicated line and bays to the STU as per GERC regulation for the line and bay equipment of being operated & maintained by the STU in their substation. These O&M charges will be governed time to time as per the O&M Agreement and GERC Notification. The O & M Agreement is also signed and part of this Connection Agreement.

3.0 Conditions Precedent to the Implementation of the Commissioning instructions.

The 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 (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 state transmission licensee has demonstrated the voice & data communication facilities to SLDC;
- (d) The applicant or state transmission licensee has obtained necessary approvals like PTCC. Electrical inspectorate of CFA etc. from competent authority.
- (e) The customer has complied with its obligations under the Gujarat Electricity Authority (Technical standards for connectivity to the Grid) Regulations, 2007.

4.0 Metering

The customer shall provide and maintain the metering equipment in accordance with the Central Electricity Authority (Installation and Operation of meters) Regulations 2006 as amended from time to time. The meters will be as per the specification approved by GETCO. The metering scheme will be approved by GETCO. The meters will be procured and tested in NABL accredited laboratory by M/s..... at their own cost throughout the term of PPA or life span of the wind/solar plant whichever is later. In case of faulty meter, the same will be replaced by M/s at their own cost.

5.1 Site Access

Being restricted area the STU may give permission or allow access to employees in the GETCO's 220/132/66 Kv substation premises to carry out preliminary site investigation works, the Connection works modification works inspections, etc. based on a written request by the, as deemed fit. 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 State transmission licensee.

Similarly, the shall also allow, on prior permission, site access to the STU's employees to carry out preliminary site investigation works, inspections, etc. in the connection site of **the**, as deemed fit.

5.2 Conditions of access

Site access at 66 Jam-khambhaliya Substation of GETCO shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the function 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 /STU (GETCO) and its appropriately 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.

6.0 Transfer Assignment and Pledge

The and GETCO shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

7.0 Notice

All 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 notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with acknowledgment due to other party (ies) as per authorization by parties.

The authorities of the parties who shall issue/receive notices etc. in connection with this agreement shall be informed in advanced.

8.0 Settlement of Disputes and Arbitration

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

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

9.0 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 Law

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 ever after termination of Connection Agreement.

10.0 Governing Laws and Jurisdiction

Indian Laws shall govern the agreement and Rules framed there under. The courts in Ahmedabad, Gujarat shall have exclusive jurisdiction.

11.0 Amendment to the connection Agreement

In case of modification to point of connection like re-allocation of bays, up gradation of voltage level etc. If mutually agreed, either of the parties shall execute an amendment to the connection agreement executed between the parties within 30 days of implementing such modification as per Open Access Regulations.

WITNESS WHEREOF, the STU/GETCO and _____ have caused this agreement to be executed by duly authorized representative on date above first herein written.

Signed for an on behalf of GETCO Signed for And on behalf of _____.

Gujrat Energy Transmission Corporation Limited

S.P.Vidyut Bhavan, Vadodara.



Chief Engineer (R&C)

(Authorized Signatory)

Witness

Witness

1. _____

1. _____

2. _____

2. _____