

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Coram: Dr. Pramod Deo, Chairperson  
Shri R. Krishnamoorthy, Member  
Shri S. Jayaraman, Member  
Shri V.S. Verma, Member**

**No.-L-1/(3)/2009-CERC**

**Date: 31<sup>st</sup> December, 2009**

**In the matter of**

Approval of Detailed Procedures of Central Transmission Utility under Regulation 27 (1) of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009.

**ORDER**

Sub-section (1) of Regulation 27 of Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (Open-access Regulations) provides as under:

**“27. Detailed Procedure**

(1) Subject to the provisions of these regulations, the Central Transmission Utility shall submit the detailed procedure to the Commission for approval within 60 days of notification of these regulations in the Official Gazette:

Provided that prior to submitting the detailed procedure to the Commission for approval, the Central Transmission Utility shall make the same available to the public and invite comments by putting the draft detailed procedure on its website and giving a period of one month to submit comments;

Provided further that while submitting the detailed procedure to the Commission, the Central Transmission Utility shall submit a statement indicating as to which of the comments of stakeholders have not been accepted by it along with reasons thereof.”

2. The Central Transmission Utility in its Letter No. C\ENG\SEF\CERC dated 9.11.2009 has submitted the draft “Detailed Procedure on grant of Connectivity, Long-term Access & Medium-term Open Access” along with the statement containing the comments of the stakeholders.

3. We hereby approve the Detailed Procedures titled “Procedure for making application for grant of connectivity in ISTS” in exercise of our power vested under Regulation 27 (1) of the Open-access Regulations. The approved Procedure is enclosed as Annexure to this order.

4. We direct the Central Transmission Utility to give wide publicity to the Procedure for the information of and compliance by all concerned.

5. In terms of Regulation 1 (2) of the Open-access Regulations, we direct that the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 shall come into force w.e.f. 1.1.2010. The Secretary of the Commission is directed take necessary action for issue of notification to that effect.

6. We also direct the CTU to operationalise the procedure as per Annexure to this order w.e.f. 1.1.2010.

**-sd/-**  
**[V. S. Verma]**  
**Member**

**-sd/-**  
**[S. Jayaraman]**  
**Member**

**-sd/-**  
**[R. Krishnamoorthy]**  
**Member**

**-sd/-**  
**[Dr. Pramod Deo]**  
**Chairperson**

**ANNEXURE**  
**(Para 3 of Order No.-L-1/(3)/2009-CERC**  
**Dated: 31<sup>st</sup> December, 2009)**

## **PROCEDURE FOR MAKING APPLICATION FOR GRANT OF CONNECTIVITY IN ISTS**

### **1. OUTLINE**

1.1 This Procedure is in accordance with the various provisions of the “Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as “the Regulations”. All applicants shall abide by the provisions of the Regulations.

1.2 This Procedure shall apply to the Applications made for Grant of Connectivity to the transmission lines or associated facilities of the inter-State transmission system (ISTS), received by the Central Transmission Utility (CTU) on or after the date notified by the Commission of coming into force of the Regulations.

1.3 Application for grant of connectivity can be made by :-

1.3.1 A Generating station of installed capacity 250 MW and above, including a captive generating plant of exportable capacity of 250 MW and above.

1.3.2 A bulk consumer who intends to avail supply of a minimum load of 100 MW from the Inter-State Transmission System.

1.4 The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.

1.5 The nodal agency for grant of Connectivity, Long-term access and Medium-term open access to the inter-state transmission system shall be the CTU i.e. Power Grid Corporation of India Limited (POWERGRID).

1.6 Applicant granted “Connectivity” will be required to sign “Connection Agreement” with CTU prior to the physical inter-connection. In case the connectivity is granted to the ISTS of an inter-State transmission licensee other than the CTU, a tripartite

agreement shall be signed between the applicant, the Central Transmission Utility and such inter-State transmission licensee, in line with the provisions of the Regulations. After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC/RLDC.

1.7 The scheduling jurisdiction and procedure, metering, energy accounting and accounting of Unscheduled Interchange (UI) charges would be as per the relevant CERC Regulations and the Indian Electricity Grid Code, as amended from time to time.

1.8 The applicant shall have to comply with the provisions of the Regulations.

## **2. INFORMATION REQUIRED TO BE SUBMITTED WITH THE APPLICATION FOR CONNECTIVITY BY GENERATING STATION**

2.1 In order to assess preparedness of applicant making application for the connectivity to the ISTS, an applicant is required to submit along with its application, documents in support of having initiated specific actions for project preparatory activities in respect of matters mentioned in (i) to (v) below.

i) Site identification and land acquisition: The applicant shall inform land required for the generation project along with extent to which the same have been acquired and taken possession of. The “Requirement” of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance.

In case of land to be acquired under the Land Acquisition Act 1894, the applicant shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act 1894. In all other cases, the applicant shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land.

ii) Environmental clearance for the power station: The applicant shall have to inform status on submission of requisite proposal, for the environmental clearance, to the concerned administrative authority (first level submission).

iii) Forest Clearance (if applicable) for the land for the power station: The applicant shall have to inform status on submission of requisite proposal, for the forest clearance, to the concerned administrative authority (first level submission).

iv) Fuel Arrangements: Details on fuel arrangements shall have to be informed for the quantity of fuel required to generate power from the power station for the total

installed capacity intended for connectivity.

- v) Water linkage: The applicant shall inform the status of approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station.

These evidences shall be supported by a sworn in affidavit by the generation project developer as per the format given at **FORMAT-CON-1**.

### 3. SUBMISSION OF APPLICATION

- 3.1 The application for Grant of Connectivity to ISTS should be submitted in a sealed envelope with “Application for Grant of Connectivity” clearly marked on the envelope. The application shall be addressed to

Executive Director (SEF & CE)  
Power Grid Corporation of India Limited  
Saudamini, Plot No. – 2, Sector – 29  
Near IFFCO Chowk  
Gurgaon – 122 001  
Haryana  
Fax: 0124 – 2571809

- 3.2 The application for Grant of Connectivity to ISTS shall be made as per the application format for connectivity and shall contain details such as, geographical location of the generation project, unit-wise commissioning schedule, etc. [FORMAT-CON-2 : Application shall be accompanied by a non-refundable fee as specified in the Regulations i.e.

- 3.3 “Application for Grant of Connectivity”].

Sl.	Quantum of Power to be injected/offtaken into/from ISTS	Non-refundable Application Fees (Rs. Lakhs)
1	Upto 100 MW	2
2	More Than 100 MW and upto 500 MW	3
3	More Than 500 MW and upto 1000 MW	6
4	More than 1000 MW	9

3.4 Application fees are to be paid through DD or directly credited to POWERGRID Account electronically through RTGS (Real-time gross settlement) as per details given below:

- a) Payee : Power Grid Corporation of India Ltd
- b) Name of Bank : State Bank of Hyderabad
- c) Branch : Kundan House, Nehru Place, New Delhi – 110 019.
- d) IFSC : SBHY0020347
- e) A/c No. : 52045247178

Provided that proof of payment directly credited to above POWERGRID account must be attached with the application.

3.5 All applications received during the month shall be treated to have been made concurrently.

3.6 An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected.

#### **4. CHANGES TO THE APPLICATION ALREADY MADE**

4.1 Any material change in the location of the generation project/drawl point or change (by more than 100 MW) in the quantum of power to be interchanged with the inter-State transmission system shall require filing of fresh application along with applicable fees and the already filed application shall be considered disposed and application fee shall be forfeited.

4.2 If any applicant has already been granted connectivity but the process of construction by the CTU or inter-State licensee other than the CTU has not yet started and the applicant subsequently applies afresh with material changes or change (by more than 100 MW) in the quantum of power to be interchanged as provided above in para – 4.1, then the already granted connectivity shall stand cancelled.

4.3 Application for any minor changes, i.e. material change in location or change in installed capacity of upto 100 MW) shall have to be submitted in the same application format [FORMAT-CON-2: “Application for Grant of Connectivity”] marking Revision no. - X (X=1 for first revision and so on for subsequent changes, if any).

#### **5. GRANT OF CONNECTIVITY**

5.1 On receipt of the application, the CTU shall, in consultation and through coordination with other agencies involved in inter-state transmission system to be used, including State Transmission Utility, if the State network is likely to be used, process the application and

carry out the necessary inter-connection study as specified in the Central Electricity (Technical Standards for Connectivity to the Grid) Regulations, 2007.

- 5.2 The intimation for grant of connectivity shall be communicated to the applicant within 60 days from last day of the month in which the application has been received as per **FORMAT-CON-3**.
- 5.3 Applicant given intimation for Connectivity to the grid shall have to furnish additional details to CTU for signing of “Connection Agreement” as per format given at **FORMAT-CON-4**, These details are to be furnished to CTU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by CTU. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
- 5.4 The CTU will process the above information and will intimate the Connection details as per format given at **FORMAT-CON-5**. Pursuant to such Connection details, the applicant shall have to sign “Connection Agreement” with CTU prior to the physical inter-connection as per format given at **FORMAT-CON-6**. In case the connectivity is granted to the ISTS of an inter-State transmission licensee other than the CTU, a tripartite agreement shall be signed between the applicant, the Central Transmission Utility and such inter-State transmission licensee, in line with the provisions of the Regulations. After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC/RLDC.

## **6. INTERCHANGE OF POWER WITH THE ISTS**

- 6.1. The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains long-term access, medium-term open access or short-term open access.
- 6.2. However, generating station, including captive generating plant, which has been granted connectivity to the grid shall be allowed to undertake interchange of power including drawal of power for commissioning activities and injection of infirm power in to the grid during full load testing before being put into commercial operation, even before availing any type of open access, after obtaining permission of the concerned Regional Load Dispatch Centre, which shall keep grid security in view while granting such permission. This infirm power from a generating station or a unit thereof, other than those based on non-conventional energy sources, the tariff of which is determined by the Commission, will be governed by the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2009. The power injected into the grid from other generating stations during such testing shall also be charged at UI rates.



- 6.3. The Generating Station including Captive Generating Station shall submit likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SLDC and RLDC concerned at least one month in advance.

## 7. CONSTRUCTION OF DEDICATED TRANSMISSION SYSTEM

- 7.1. An applicant may be required by the CTU to construct a dedicated system to the point of connection to enable connectivity to the grid which shall be owned, operated and maintained by the applicant.
- 7.2. However, a thermal generating station of 500 MW and above and a hydro generating station of 250 MW and above, other than a captive generating plant, shall not be required to construct a dedicated line to the point of connection and such stations shall be taken into account for coordinated transmission planning by the CTU and CEA.
- 7.3. In all the cases where dedicated transmission system up to point of connection is to be undertaken by CTU / Inter-State Transmission licensee, the applicant after grant of connectivity shall sign transmission agreement as per the format given at **FORMAT-CON-8** within one month of the grant of connectivity. Further applicant shall furnish Bank Guarantee (BG) for the amount EITHER (a) at the rate of Rs. 2.5 lakhs/MW (or such amount as amended from time to time, with the approval of the Commission)) if the connectivity requires transmission lines upto 20 kms OR (b) at the rate of Rs. 5 lakhs/MW (or amount as amended from time to time in the Regulations if the connectivity requires transmission lines more than 20 kms. The BG as per format given at **FORMAT-CON-7** should be made in favour of CTU / Transmission licensee within one month of signing of transmission agreement with validity upto commissioning of above transmission system.

In case application for Grant of Connectivity and Grant of Long Term Access are made concurrently or after a time gap, then the requirement of submission of above BG should be read in conjunction with the clause for Bank Guarantee of Rs. 5 lakhs per MW for construction/augmentation of transmission system under “Procedure for Grant of Long Term Access”. In such cases the total BG required to be submitted for both the construction of dedicated line as well as for augmentation of transmission system together, at any time, shall not exceed Rs. 5 Lakhs per MW. .

The time frame for commissioning of above dedicated transmission system from the signing of BPTA would be 9 months plus the time lines as specified by CERC in tariff

regulations or actual date of commissioning desired by the applicant and agreed to by the CTU, whichever is earlier.

- 7.4. If dedicated line is to be constructed and terminated by the applicant as per the Connection Agreement, the modifications at the connection point required to be undertaken by CTU would be undertaken on deposit of estimated cost by applicant. In this case there shall be no requirement of BG.
- 7.5. Provided further that if the dedicated transmission system is also used by any other user(s) at a later date, then the transmission charges for above dedicated transmission system would be shared in proportion to the quantum of power injected by respective user into the grid, as per the system in vogue at that time.

## **8. GENERAL**

- 8.1. The applicant shall keep the nodal agency and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from such grant of connectivity.
- 8.2. All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 8.3. The applicant shall abide by the provisions of the Electricity Act, 2003, the CERC Regulations and Indian Electricity Grid Code , as amended from time to time.
- 8.4. This procedure aims at easy and pragmatic disposal of applications made for Connectivity to ISTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of CERC.
- 8.5. All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to grant of connectivity to ISTS shall be directed to CERC for redressal.

**FORMAT-CON-1**

**On Non Judicial Stamp paper of Rs.10**

**AFFIDAVIT**

In the matter of filing application to Power Grid Corporation of India Limited, for grant of Connectivity under CERC Regulations, 2009.

I.....(Name).....S/o Shri .....(Father's name)... working as ..... (Post)..... in .....(name of the Company).....,having its registered office at ..... (address of the company)....., do solemnly affirm and say as follows:

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 CERC, 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)

**FORMAT-CON-2**

**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 sub-stations**

***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

**FORMAT-CON-3**

**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

**9 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 CTU for signing of “Connection Agreement” as per format given at **FORMAT-CON-4**, These details are to be furnished to CTU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by CTU. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
2. The CTU will process the above information and will intimate the Connection details as per format given at **FORMAT-CON-5**. Pursuant to such Connection details, the applicant shall have to sign “Connection Agreement” with CTU prior to the physical inter-connection as per format given at **FORMAT-CON-6**. In case the connectivity is granted to the ISTS of an inter-State transmission licensee other than the CTU, a tripartite agreement shall be signed between the applicant, the Central Transmission Utility and such inter-State transmission licensee, in line with the provisions of the Regulations.



**FORMAT-CON-4**

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

**General Information to the Applicants**

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

**ADDITIONAL INFORMATION TO BE FURNISHED TO CTU FOR SIGNING  
OF “CONNECTION AGREEMENT” FOR CONNECTION TO INTER-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 appropriate box)	:	<input type="checkbox"/> Generating Station including Captive generating plant  <input type="checkbox"/> 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) 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 **Schedule - III**

**C. DETAILS OF CONNECTION - GENERATION PLANT**

1.	Type of Generation Plant (Hydro, Thermal, Gas etc	:	
2.	Rating of Generator Units	:	<b>Schedule – IV</b>
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 Studies)		<b>Schedule – V</b>
8.	Dynamic Simulation Data  Generator Excitation Power System Stabilizer		<b>Schedule – VI</b> <b>Schedule – VII</b> <b>Schedule – VIII</b>

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

			agreement)
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**This is to certify that the above data submitted with the application are pertaining to connection sought for the ISTS. 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.**

**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 (Unsaturated)	$X_d'$	
2.	Sub-transient Reactance (Unsaturated)	$X_d''$	
3.	Synchronous Reactance	$X_s$	
4.	Zero Phase Sequence Reactance	$X_o$	
4.	Negative Phase Sequence Reactance	$X_2$	

**Schedule – VI : Dynamic Simulation Data**

**Generator Data**

All data to be provided on pu machine MVA base

1.	Direct Axis Positive Phase Sequence Synchronous Reactance	$X_d$	
2.	Quadrature Axis Positive Phase Sequence Synchronous Reactance	$X_q$	
3.	Direct Axis Transient Reactance (unsaturated)	$X_d'$	
4.	Quadrature Axis Transient Reactance (unsaturated)	$X_q'$	
5.	Sub-Transient Reactance (unsaturated)	$X_d''$	
5.	Armature Leakage Reactance	$X_l$	
6.	Direct Axis Transient open circuit Time Constant (Secs)	$T_{do}'$	
7.	Direct Axis Subtransient open circuit Time Constant(Secs)	$T_{do}''$	
8.	Quadrature Axis Transient open circuit Time Constant(Secs)	$T_{qo}'$	
9.	Quadrature Axis Subtransient open circuit Time Constant(Secs)	$T_{qo}''$	
10.	Inertia of complete turbogenerator (MWs/MVA)	$H$	
11.	Please provide open circuit magnetization curve enter drawing number here or mention "assume"  <i>if this not available then POWERGRID shall assume magnetic saturation characteristics as per the Annexure-I</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 POWERGRID. 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 POWERGRID is shown in **Annexure-II**.

Please fill/tick the appropriate box below:

Please assume

OR

If the excitation data is not available at this stage then POWERGRID shall assume exciter model given at **Annexure-III** which represents a typical excitation model.

Assume the model given at **Annexure-III** as our model

**Schedule – VII: Two Winding Transformer Data**

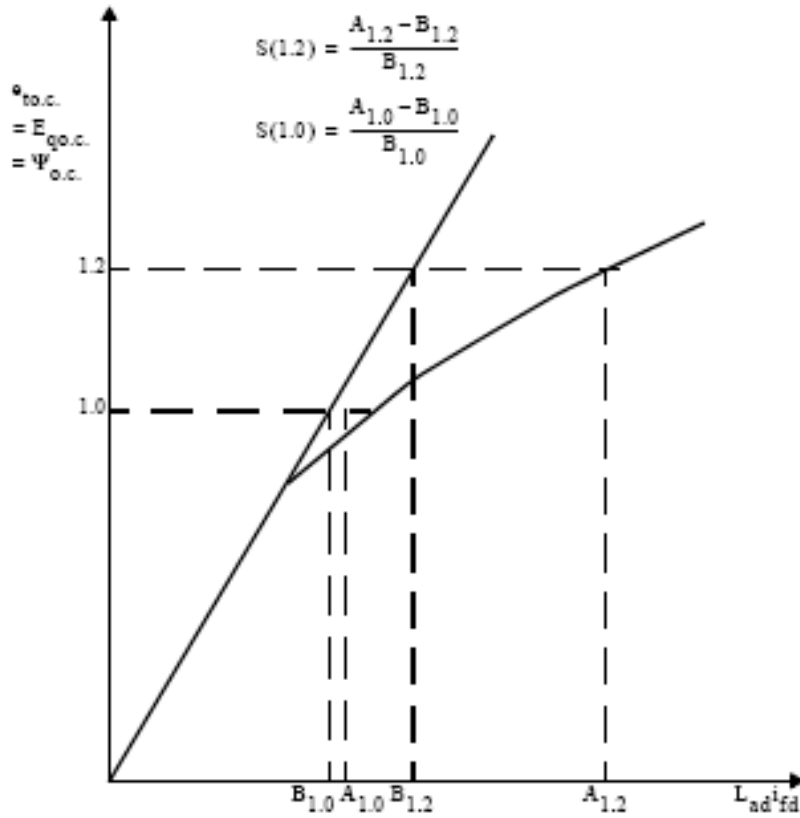
1.	Transformer positive sequence resistance (R1%)	
2.	Transformer positive sequence reactance (X1%)	
3.	Transformer zero sequence resistance (R0%)	
4.	Transformer zero sequence reactance (X0%)	
5.	Transformer Vector group	
5.	Nature of Tap Changer (on load/off load)	
6.	Number of steps and step size	

**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)	

**Annexure-I**

**Open Circuit magnetization curve**



Magnetic saturation data to be assumed

S(1.0) =

S(1.2) =

**Annexure-II**

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

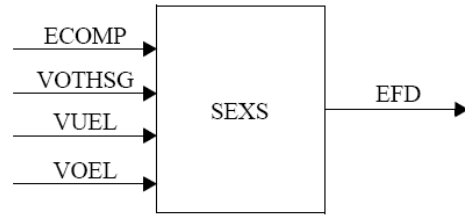
<b>Excitation System Models</b>	
ESAC1A	1992 IEEE type AC1A excitation system model
ESAC2A	1992 IEEE type AC2A excitation system model
ESAC3A	1992 IEEE type AC3A excitation system model
ESAC4A	1992 IEEE type AC4A excitation system model
ESAC5A	1992 IEEE type AC5A excitation system model
ESAC6A	1992 IEEE 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**

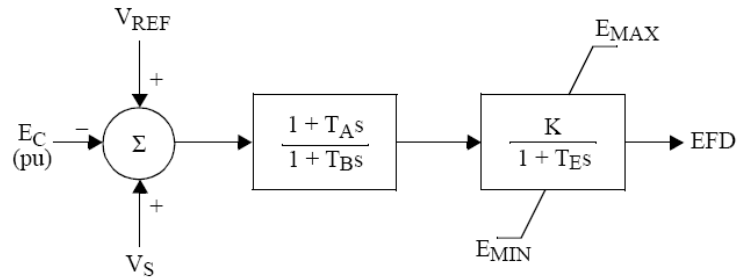
This model is located at system bus #\_\_\_\_\_ IBUS,  
 machine #\_\_\_\_\_ I.  
 This model uses CONs starting with #\_\_\_\_\_ J,  
 and STATEs starting with #\_\_\_\_\_ K.



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,  $T_E$ ,  $E_{MIN}$ ,  $E_{MAX}$ /



$$V_S = VOTHSG + VUEL + VOEL$$

**FORMAT-CON-5**

**Draft Letter furnishing Connection Details for Connection to the Inter-State Transmission Grid by the CTU**

[ Name ]

[Address of the party]

Subject : Connection Details for connection to the Inter-State Transmission Grid.

Dear Sir,

This is with reference to your application No. \_\_\_\_\_ dated \_\_\_\_\_ seeking connectivity to the Inter-State Transmission System. We have examined your proposal and you are hereby permitted connectivity to the grid as per the details given below:

1. Name of the Link (sub-station/line) at which connectivity granted :
2. Voltage level : 765/400/220/132kV
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 : [refer **Annexure-II**]

- 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.
- 11 System recording & SCADA Equipment : [refer **Annexure-III**]  
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 ISTS network.
- 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 POWERGRID Data Collection Point : [refer **Annexure-V**]
- 15 Site responsibility schedule : [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 LDC before test charging.

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

Thanking You

Yours faithfully,



**Annexure - II**

**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**

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

**Annexure-III**

**System recording & SCADA Equipment to be provided by the applicant**

<b>Sl. No.</b>	<b>Name of Equipments</b>	<b>Nos.</b>	<b>Ratings</b>
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 POWERGRID Data Collection Point**

**Annexure-VI**

**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 :**

<b>Sl. No.</b>	<b>Name of Equipments</b>	<b>Ownership</b>
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

**FORMAT-CON-6**

**DRAFT**  
**Connection Agreement**

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

BETWEEN:

*[Name and registered address of the CTU]* (hereinafter called the “**CTU**”) 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 CTU 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 inter-State transmission licensee]* (herein after called “**the inter-State transmission licensee**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

CTU, applicant and inter-state transmission licensee are hereinafter collectively referred to as “Parties” and individually as “Party”.

(or amongst CTU, Applicant and ISTS As applicable)

WHEREAS:

- (A) The Applicant has applied to the CTU for connection of the [*mention generating station including a captive generating plant or Bulk consumer as appropriate*] facility to the CTU’s Transmission System and use of the CTU’s Transmission System to

transmit electricity to and or from the Facility through the Inter-State Transmission System.

- (B) The CTU has agreed to the connection of the [*mention generating station including a captive generating plant or Bulk consumer as appropriate*] Facility to the CTU'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<sup>11</sup> Transmission and Communication System of the CTU or inter-state transmission licensee other than the CTU, as the case may be, to transmit electricity as well as real time data to and or from the Facility through the CTU's Transmission and Communication System.
- (C) An application for connectivity is not required to be made by any transmission licensee, since transmission system planning is carried out in a coordinated manner by the Central Transmission Utility and the Central Electricity Authority. An inter-State transmission licensee other than Central Transmission Utility, nevertheless, shall sign a connection agreement with the Central Transmission Utility, as provided for in Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009.
- (D) 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 CTU for works related to the interconnection, in accordance with the Connection Agreement. In the case of a generating plant seeking connection to the inter-state transmission system not owned by the CTU, a tripartite Connection Agreement would be signed between the CTU, the inter-State transmission licensee and the applicant, since the planning of the inter-State transmission system, insulation coordination, system studies, etc. are the responsibility of the CTU. The responsibilities of the three parties would be defined accordingly in the tripartite Agreement.
- (E) 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

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<sup>1</sup> Please define "Owner".

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 CTU's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

- (F) Further, a signed copy of the agreement along with all the Annexures, and amendments when ever made, shall be submitted to RLDC/NLDC.

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 Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009, in respect of procedure of grant of connectivity and other matters.
- (b) The applicant or inter-State transmission licensee, as the case may be, shall be responsible for planning, design, construction, 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 other statutory provisions.
- (c) The applicant or inter-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 CTU as per IEGC. CTU 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 CTU shall be the nearest station connected electrically where wideband communication capacity of POWERGRID is available. Additional communication system from DCP to the concerned RLDC shall be the responsibility of CTU; 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 inter-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 inter-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 ISTS. Accordingly, the provisions of the Agreement dealing with the carrying out of the Works, either by the applicant or inter-State transmission licensee or the CTU (unless otherwise agreed mutually) in all respects would be conditional on and subject to the CTU being satisfied that the necessary approvals/clearances are available with the applicant or inter-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 ULDC/NLDC charges, for use of Inter-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 CERC in this regard.

### **2.2 Agreement to additional costs**

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of CTU or inter-state transmission licensee other than the CTU, as the

case may be, for accommodating the proposed connection as specified in the letter of CTU furnishing connection details.

### **2.3 Agreement to pay for damages**

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the CTU or inter-state transmission licensee other than the CTU, as the case may be, which has been notified by the CTU or inter-state transmission licensee other than the CTU, 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 inter-State transmission licensee will execute an agreement with CTU for the Erection of equipment of applicant or inter-State transmission licensee in the substation premises of the CTU for construction of bays, if required. For this purpose the applicant or inter-State transmission licensee shall pay charges to the CTU on mutually agreed terms.

### **2.5 Agreement to pay O&M Charges:**

The applicant or inter-State transmission licensee shall pay O&M charges to the CTU on mutually agreed terms for the bay equipment of applicant or inter-State transmission licensee being operated & maintained by the CTU 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 inter-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 CTU 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 inter-State transmission licensee has demonstrated the voice & data communication facilities to concerned RLDC;
- (f) the applicant or inter-State transmission licensee has obtained necessary approvals like PTCC, Electrical Inspectorate of CEA etc. from competent authority;
- (g) the applicant or inter-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 inter-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.

#### **5.1 Site Access**

Being restricted area the CTU may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant or inter-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 inter-State transmission licensee giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the CTU's authorized representative to safeguard the safety and security requirements of CTU's installations and safety of the representatives of the applicant or inter-State transmission licensee.

Similarly the applicant or inter-State transmission licensee may also allow, on prior permission, site access to the CTU'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 inter-State transmission licensee, provided that a written request has been made giving reasonable advance notice.

#### **5.2 Conditions of access**

Site access for the CTU/applicant or inter-State transmission licensee shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of

access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant or inter-State transmission licensee/CTU 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 inter-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 CTU or the applicant or inter-State transmission licensee 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, radio active or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, inter-state transmission system of the CTU or inter-state transmission licensee other than CTU, 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 CTU and the applicant or inter-State transmission licensee have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of:-

[CTU Details]

Signed for and on behalf of:-

[Applicant or ISTS 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)

**FORMAT-CON-7**

**PROFORMA OF BANK GUARANTEE FOR  
PERFORMANCE  
(To be stamped in accordance with Stamp Act)**

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

To  
Power Grid Corporation of India Ltd.  
B-9, Qutab Institutional Area,  
Katwaria Sarai,  
New Delhi – 110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the 'POWERGRID' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No.....dated.....with CUSTOMER (Name of Customer ..... with its Registered/Head office at .....(hereinafter referred to as the "CUSTOMER " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the customer in the said Agreement that in case of failure /delay to construct the generating station or making an exit or abandonment of its project by CUSTOMER, POWERGRID shall have the right to collect the estimated transmission charges of stranded transmission capacity for dedicated line at the rate mentioned in the Detailed Procedure as approved by the Commission, to compensate such damages.

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

We.....  
(Name & Address of the Bank)



having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the CUSTOMER to the extent of .....as aforesaid at any time upto .....\*\*.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CUSTOMER.

Any such demand made by the POWERGRID on the Bank shall be conclusive and binding not withstanding any difference between the POWERGRID and the CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

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

The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CUSTOMER and not withstanding any security or other guarantee the POWERGRID may have in relation to the CUSTOMER's liabilities.

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

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

WITNESS

.....  
(Signature) (Signature)

.....  
(Name) (Name)

.....  
(Official Address) (Designation with Bank Stamp)

Attorney as per Power  
of Attorney No. ....

Date .....

NOTES:

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

**FORMAT-CON-8**

(Applicable only if the dedicated transmission system is implemented by POWERGRID)

**TRANSMISSION AGREEMENT  
BETWEEN  
POWER GRID CORPORATION OF INDIA LIMITED  
AND  
----- (Name of the Applicant for connectivity)**

This Transmission Agreement entered into on the .....day of.....Two thousand .... between **POWER GRID CORPORATION OF INDIA LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called “**POWERGRID**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

and

..... (Name) a company incorporated under the companies Act, 1956 having its registered office at \_\_\_\_\_

(hereinafter referred to as ..... (Name) *which expression shall unless repugnant to the context or meaning thereof include its successors and assigns*) as party of the second part.

A) Whereas ....(Name) is desirous to avail Connectivity in accordance with Central Electricity Regulatory Commission (Grand of Connectivity, Long Term Access and Medium Term Open Access in inter state transmission and related matters) regulation 2009 dated 07.08.2009 and Electricity Act 2003 (including their amendments if any) to the Inter-State Transmission System (ISTS) as per the details contained in the **Annexure-1. (Format Con-2)**

B) The transmission system required for Connectivity to the ISTS has been finalized in consultation with CEA, Constituents and .... (Name) and shall be built, owned, operated and maintained by POWERGRID as indicated at **Annexure-2**.

C) ... (Name) has agreed to bear the applicable transmission charges as decided by Central Electricity Regulatory Commission for the transmission system as per Annexure-2 from the date of commercial operation of the transmission system.

D) AND WHEREAS the parties have agreed that in case any of the asset mentioned at Annexure 2 are executed, owned and operated by any agency(ies) other than POWERGRID, as per the directives of competent authority (for which POWERGRID would immediately inform all the parties) then the tariff of the same would be payable by ... (Name) directly to the concerned agency(ies) through a separate Agreement to be entered by ... (Name) with the concerned agency(ies).

E) AND WHEREAS it has become incumbent upon ... (Name) and POWERGRID to enter in to Transmission Agreement for payment of above transmission charges.

F) AND WHEREAS the Bulk Power Transmission Agreement (BPTA) has already been entered into between POWERGRID and Bulk Power Beneficiaries of .... Region (Region where connectivity is required). A copy of BPTA entered into with Beneficiaries of ..... Region dated ----- is enclosed at Annexure A. This agreement is likely to be replaced on its renewal. The renewed/modified agreement would be generally in line with the Transmission Service Agreement (TSA) issued by Ministry of Power as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act. Accordingly, on replacement of renewed/modified agreement in line with TSA, the same would become part of this agreement.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

1.0 In accordance with Central Electricity Regulatory Commission (Grand of Connectivity, Long Term Access and Medium Term Open Access in inter state transmission and related matters) regulation 2009 dated 07.08.2009 and Electricity Act 2003(including there amendment if any) and in accordance with the terms mentioned above, POWERGRID agrees to provide connectivity required by .... (Name) from the date and in the manner mentioned in the Annexure 1 of this agreement.

2.0 (a) ...(Name) its successor/assignee shall pay the transmission charges in accordance with the regulation/tariff order issued by Central Electricity Regulatory Commission from time to time of POWERGRID transmission system mentioned at Annexure-2 from the commercial operation of the transmission system.

(b) In addition to opening of Letter of Credit (LC) for 105% of estimated average monthly billing for charges mentioned at 2(a) above, ... (Name) would provide security in the form of irrevocable Bank Guarantee (BG), in favor of POWERGRID, equivalent to two months estimated average monthly billing, three months prior to the scheduled date of connectivity as indicated at Annexure-1. Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed from time to time.

(c) The average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by ... (Name).

(d) In case .... (Name) defaults in payment of the monthly charges of POWERGRID bills then, POWERGRID shall be entitled to encash the BG immediately.

(e) In case of encashment of the BG by POWERGRID against non-payment of monthly charges by ... (Name), the same should be immediately replenished/recouped by ... (Name) before the next billing cycle.

(f) The format for bank guarantee is enclosed as **Annexure-X**. The Bank Guarantee shall be issued by

i) A Public Sector Bank or

ii) Scheduled Indian Bank having paid up capital(net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

iii) Any foreign Bank with overall International corporate rating or rating of long term debt not less than A –( A minus) or equivalent by reputed rating agency.

3.0 POWERGRID agrees to provide Connectivity required by ... (Name) as per the details mentioned above and in accordance with the Regulations under the Central Electricity Regulatory Commission (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter state transmission and related matters) regulation 2009 dated 07.08.2009 and conditions specified by the CERC from time to time.

However, during the tenure of this agreement if any of the covenants and conditions recited in this agreement including agreement at Annexure- A found inconsistent with the provisions of the Electricity Act 2003 and/or applicable notifications/rules/regulations issued either by CERC or by GOI as per the provisions of the Electricity Act then notwithstanding anything contained in the agreement referred to above, the said rules and regulations shall prevail.

4.0 Copy of the Agreements entered with .... Region dated ----- shall form part and parcel of this Agreement and accordingly, all terms and conditions of Agreement dated ----- shall mutatis mutandis apply to ... (Name). Any revision, replacement, modification and extension of these Agreement shall also apply to ... (Name).

5.0 (a) The .... (Name) shall not transfer its rights and obligations specified in the Transmission Agreement. The .... (Name) may relinquish its rights specified in the Transmission Agreement, subject to payment of compensation in accordance with the Regulations as amended from time to time.

(b) In case ... (Name) fails / delays to utilize the connectivity provided or makes an exit or abandon its project, POWERGRID shall have the right to collect the transmission charges and/ or damages as the case may be in accordance with the notification/regulation issued by CERC from time to time. .... (Name) shall furnish a Bank guarantee from a nationalized bank for an amount which shall be equivalent to Rs.2 (two) or 5 (five) Lakhs/MW as mentioned in the Detailed Procedure approved by the Commission, to partly compensate such damages. The bank guarantee format is enclosed as **FORMAT CON-7**. The details and categories of bank

would be in accordance with clause 2 (f) above. The Bank guarantee would be furnished in favour of POWERGRID within 1 (one) month of signing of this Agreement.

(c) This bank guarantee would be initially valid for a period of six months after the expected date of schedule date of commissioning of the Transmission system indicated at Annexure-2. The bank guarantee would be encashed by POWERGRID in case of adverse progress assessed during coordination meeting as per para 6 below. However, the validity should be extended by ... (Name) as per the requirement to be indicated during co-ordination meeting.

(d) In the event of delay in commissioning of the transmission system from its schedule, as indicated at Annexure-2 POWERGRID shall pay transmission charges to ... (Name) proportionate to its capacity ready for connection. Provided further that POWERGRID fails to make alternate arrangement for dispatch of power.

6.0. In order to monitor/ review the progress of connected systems along with connectivity, Joint co-ordination meetings with the representative of ... (Name) and POWERGRID shall be held at regular intervals (preferably quarterly) after signing of this Agreement.

7.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 35 of the CERC (open access in Inter-state Transmission) Regulations and under Electricity Act 2003.

8.0 The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. All activities related to connectivity shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

9. This Agreement shall be valid from the date of signing of this agreement for a period of 30 years subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case ... (Name) continue to get transmission services from the POWERGRID even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

In witness whereof both the parties have executed this Agreement through their authorized representative.

**Witness**

**1. For and on behalf of  
POWER GRID CORPN. OF INDIA LTD.**

**Signature :..... Signature:.....**

**Name:..... Name:.....**

**Designation..... Designation.....**

**2. For and on behalf of ... (Name)**

**Signature :..... Signature:.....**

**Name:..... Name:.....**

**Designation..... Designation.....**

. **Annexure-1**

**(As per Format Con-2)**



**Annexure-2**

**Transmission system to be implemented by POWERGRID and its schedule of commissioning**

<b>Sl. No.</b>	<b>Name of Scheme &amp; Elements</b>	<b>Schedule Commissioning</b>
1.		
2.		
3.		
4.		
.		

**Note:**

1. The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
2. In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then above details would be modified on mutual consent.
3. In case, in future, any other Party(ies) is/are granted connectivity through the transmission system detailed above (subject to technical feasibility), he/they would also share the applicable transmission charges.

**ANNEXURE-‘X’**

**PROFORMA FOR BANK GUARANTEE**  
(To be stamped in accordance with stamp Act)

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

To  
M/s Power Grid Corporation of India Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd. (hereinafter referred to as the ‘POWERGRID’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to transmission to ..... (Name) having its registered office at \_\_\_\_\_(hereinafter referred to as the .....which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated. \_\_\_\_\_with charges valued at Rs. \_\_\_\_\_ per month. And whereas the said Agreement has been unequivocally accepted by the ..... and the .....having agreed to provide a Bank Guarantee in favor of the POWERGRID as payment security guaranteeing to bear the full charges of POWERGRID transmission system amounting to Rs. \_\_\_\_\_for a period of 2 months \_\_\_\_\_.

And whereas \_\_\_\_\_Bank, a body incorporated under the \_\_\_\_\_law, having its branch office at \_\_\_\_\_-and its Registered/Head Office at \_\_\_\_\_hereinafter referred to as the ‘Bank’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the POWERGRID on its first written demand any and all monies payable by the .....in respect of the said transmission charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and .....or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges the guarantee. The decision of the POWERGRID declaring the .....to be payment default as aforesaid shall be final and binding on the Bank.

The POWERGRID shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which

they might have against the .....and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the POWERGRID and the .....or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by POWERGRID or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgence shown by POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs.\_\_\_\_\_and it shall remain in force upto and including\_\_\_\_\_and shall be extended from time to time for such period (not exceeding one year), as may be desired by the .....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

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

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
Official Address)

.....  
(Designation with Bank Stamp)

## **PROCEDURE FOR MAKING APPLICATION FOR GRANT OF MEDIUM TERM OPEN ACCESS TO ISTS**

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### **9. OUTLINE**

- 9.1. This Procedure is in accordance with the various provisions of the “Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as “the Regulations”. This procedure is to be read in conjunction with the Regulations.
- 9.2. This Procedure shall apply to the Applications made for Medium Term Open Access (MTOA) to the transmission lines or associated facilities of the inter-State transmission system (ISTS), received by the Central Transmission Utility (CTU) on or after the date notified by the Commission of coming into force of the Regulations.
- 9.3. The nodal agency for grant of MTOA shall be the CTU i.e. Power Grid Corporation of India Ltd.

The start date of MTOA can be any day of the month however, it shall not be earlier than 5 months and later than 1 year from the last day of the month in which application has been made .

- 9.4. MTOA is the right to use the ISTS for any period exceeding three months but not exceeding three years and shall be provided on the basis of availability of transmission capacity in the existing transmission system or transmission system under execution and likely to be available from the intended date of MTOA. In case of delay in commissioning of transmission system under execution considered for such grant, which was beyond the control of the CTU, then date of commencement of MTOA shall be extended upto the date of commercial operation of the above system..
- 9.5. No augmentation of transmission system is envisaged for granting MTOA. Construction of dedicated transmission line shall not be construed as augmentation of the transmission system.
- 9.6. After receipt of application, any change either in timeframe, drawl/injection point or increase in quantum of power shall require submission of a fresh application and the already made application shall stand disposed off and its application fees forfeited.

A power transaction involving combination of both multiple injections and one drawl point in case the MTOA is sought by a single bulk consumer shall not require filing of separate applications.

## 10. APPLICANTS FOR MTOA

Application for MTOA can be made by a generating station including a captive generating plant, a consumer, an Electricity Trader or a distribution licensee, a State Government owning some quantum of power (like free power given to the State Government in which the hydro station is located, equity power given to a State for allowing a power station to be set up in the State), who desires to utilize ISTS for Inter state transfer of power, provided the power station from which the power is being sourced or the load, as the case may be, is already connected to the grid, whether the State grid or the inter-State grid, or is likely to get connected to the grid before the intended start date of MTOA. Documentary evidence needs to be submitted for establishing the condition of connectivity.

*Note: (i) “consumer” means any consumer eligible to avail open access as specified by the State Commission under sub-section (2) of section 42 of the Act.*

*(ii) If the Applicant is an Electricity Trader, it must have a valid trading license as per CERC (Procedure, Terms and Conditions for grant of Trading License and Related matter) Regulations, 2009 and subsequent amendments thereof. The Trader must have a valid contract for buying and selling of at least the same quantum of power and period of time for which Medium-term Open Access has been applied for.*

*(iii) There should exist required facility for metering and energy accounting at the point of injection and point of drawal.,*

*(iv) The traders shall submit a copy of valid trading license (v) All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.*

10.1. A generating station, including captive generating plant or a bulk consumer, seeking MTOA to the inter-State transmission system cannot apply for medium-term open access without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and medium-term open access simultaneously. The interconnection, as finalized by CTU, however, should be available from the intended start date of MTOA, for which documentary evidence w.r.t. the condition of connectivity has to be submitted. Medium-term customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the MTOA.

**11. INFORMATION / DATA TO BE FURNISHED ALONG WITH THE APPLICATION**

- 11.1. The information in the application shall be supported by a sworn in affidavit by the applicant as per the format given at **FORMAT-MTOA-1**.
- 11.2. The application for MTOA shall be made as per the enclosed application format (**FORMAT-MTOA-2**) and shall include details like quantum of power to be injected at the suppliers point, details of injection & drawl points, time period from and upto which access is required, the source of power, clearance from respective SLDCs for intra state entities etc. and other details as sought in the application format.

**12. CONCURRENCE FROM SLDC / SLDCS**

- 12.1. If a State Utility or an intra state entity is applying for MTOA, concurrence of the concerned State Load Dispatch Centres, both from injection and drawl point SLDCs is to be submitted along with the application in the enclosed format (**FORMAT-MTOA-3**).
- 12.2. Where necessary infrastructure required for energy metering and time- block-wise accounting already exists and required transmission capacity in the State network is available, and the applicant has a valid PPA for buying or selling power for the same quantum for which MTOA is sought, then the SLDC shall convey its concurrence to the applicant in writing within 10 (ten) working days of receipt of the application.
- 12.3. In case SLDC decides not to give concurrence, the same shall be communicated to the applicant in writing, giving the reason for refusal within 10 (ten) working days of receipt of the application..

**13. APPLICATION FEE**

- 13.1. An application for Medium-term open access shall be accompanied by a non-refundable application fee to be paid as per the following rate in favour of 'Power Grid Corporation of India Ltd.' as specified in CERC regulations

<b>S.No</b>	<b>Quantum of Power to be injected/offtaken into/from ISTS</b>	<b>Non-refundable Application fee (Rs. in Lakh)</b>
-------------	--	---

1	Up to 100 MW	1
2	More than 100 MW and up to 500 MW	2
3	More than 500 MW and up to 1000 MW	3
4	More than 1000 MW	4

13.2. Application fees are to be paid through DD or directly credited to POWERGRID Account electronically through RTGS(Real-time gross settlement) as per details given below:

- a) Payee : Power Grid Corporation of India Ltd
- b) Name of Bank : State Bank of Hyderabad
- c) Branch : Kundan House, Nehru Place  
New Delhi– 110019
- d) IFSC : SBHY0020347
- e) A/c No. : 52045247178

Provided that proof of payment directly credited to above POWERGRID account must be attached with the application.

#### **14. TIME LINES FOR MTOA**

14.1. The start date of MTOA shall not be earlier than 5 months and later than 1 year from the last day of the month in which application has been made.

14.2. All applications shall be processed on first-come-first-served basis provided that the applications received during a month shall be construed to have come together on the last day of the month. For all the applications received during a month (1<sup>st</sup> month), CTU shall carry out the studies and circulate the results to the concerned STUs / RLDCs for seeking their comments by 15th day of the 2<sup>nd</sup> month. The comments on the studies shall be received upto 25th of the 2<sup>nd</sup> month. After reviewing the comments, the decision on grant of MTOA shall be intimated to the applicant as well as to concerned RLDCs/STUs by the 10th day of the 3<sup>rd</sup> month. The intimation shall be provisional and shall be applicable only after signing of necessary agreements and submission of requisite BG

14.3. Provided that while processing applications for MTOA received during a month, those seeking access for a longer time shall have a higher priority.

14.4. Incomplete applications shall be rejected mentioning reason for rejections to the applicant.

## 15. APPLICATION

### 15.1. Documents to be submitted alongwith the application:

- Duly filled in Application in specified format. Incomplete application shall be rejected.
- Proof of payment of Application fee
- Concurrence from SLDC / SLDCs as applicable.
- PPA or Sale-purchase agreement of power
- In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA

\*\* Note - Incomplete application shall be rejected.

### 15.2. The Application should be submitted in a sealed envelope with “Application for MTOA” clearly marked on the envelope. The application shall be addressed to

Executive Director (SEF & CE)  
Power Grid Corporation of India Limited  
Saudamini, Plot No. – 2, Sector – 29  
Near IFFCO Chowk,  
Gurgaon – 122 001  
Haryana  
Fax: 0124 - 2571809

## 16. GRANT OF MTOA

### 16.1. The CTU shall notify the following on 31<sup>st</sup> day of March of each year:

- Total Transfer Capability (TTC) for 4 (four) years i.e. on 31<sup>st</sup> March, 2010, TTC shall be declared for period 1<sup>st</sup> April, 2011 to 31<sup>st</sup> Mar 2015. This may be revised by CTU due to change in anticipated network topology or change of anticipated generation or load at any of the nodes, giving reasons for such change.
- Transmission Reliability Margin considered along with basis.
- Available Transfer Capability (ATC) for MTOA will be worked out after allowing the already approved applications for Long-term access, Medium Term Open Access and Transmission reliability margin.
- The grant of MTOA shall be subject to ATC.

**Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)**



Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Transmission Reliability Margin (TRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area transmission system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically ATC is the Total Transfer Capability less Transmission Reliability Margin

The CTU shall assess the Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM) of inter-regional links / Corridors. TTC, ATC, and TRM along with the details of basis of calculations, including assumptions if any, shall be put up on the website of CTU.

The TTC and TRM are the primary quantities which are to be arrived at from System Studies. The ATC would be derived as the difference between the two. The procedure for the calculation would be as follows:

1. A base case with the likely scenario during the time frame for which transfer capability is sought would be used in the System Studies for calculation of TTC of the required transmission corridors or ‘flowgates’.
2. The Load Generation scenario inputs would be taken from the planning data of CEA, the Load Generation Balance Report of CEA for the next year, and maintenance schedule agreed in RPCs. All operation conditions would be mentioned along with assumptions made.
3. The worst n-1 contingency for the flowgate under study, based on operating experience would be decided for which limiting cases are to be studied.
4. The degree of impact ( Sensitivity analysis) of planned /unplanned outage of transmission lines in important corridors would be indicated.
5. While carrying out system studies for different conditions, it would be seen that the limiting condition on some portions of the transmission corridor or flow gates can shift among thermal, voltage and stability limits as the network operating conditions change over time. TTC would be the minimum of the transmission capability arrived at taking into consideration the Stability Limit, Voltage Limit and Thermal limit.

6. The limiting factors would be mentioned, for example, specific buses facing problem of low voltage, transmission line facing congestion or crossing stability /thermal limit, etc..
  7. The TRM would be arrived at by considering the worst credible contingency, i.e. one which would affect the transmission capability of the flowgate to the maximum possible extent.
  8. The difference between the TTC and the TRM would be the ATC. The latest ATC would be the one which is still left over after taking into account the usage of the transmission capability by existing contracts
  9. The CTU may revise the TTC, ATC and TRM due to change in system conditions, which includes change in network topology or change in anticipated active or reactive generation or load, at any of the nodes in the study. Such revision should clearly state the reasons thereof.
- a. While issuing MTOA permission CTU may grant or reject or reduce the time period or reduce the quantum of power applied for MTOA Application during the intimation. In case of rejection or reduction of time period, CTU shall inform the reasons for doing so, in writing to the Applicant, RLDCs and STUs. The grant of MTOA shall be as per format given at **FORMAT-MTOA-4**.
  - b. After the grant of MTOA, the applicant shall sign the agreement for sharing the transmission charges within 30 days of grant of MTOA, which will form a part of the medium-term open access agreement (**FORMAT-MTOA-5**). The MTOA Agreement shall contain the quantum of power, date of commencement and end of medium-term open access, the point of injection of power into the grid and point of drawl from the grid, the details of dedicated transmission lines required, if any, and the bank guarantee required to be given by the applicant.
  - c. After signing of the MTOA agreement, the applicant shall submit a Bank Guarantee (BG) to CTU/Transmission Licensee equivalent to estimated transmission charges of two months within 30 days from the grant of MTOA. The estimated average transmission charges would be reviewed every six months/MTOA period whichever is less and accordingly the amount of Bank Guarantee would be enhanced/reduced by Medium-term customers.
  - d. The agreement for MTOA is to be signed by the applicant with the Central Transmission Utility in case medium-term open access is granted by the Central Transmission Utility. While seeking medium-term open access to an inter-State transmission licensee, other than the Central Transmission Utility, the applicant shall

sign a tripartite MTOA agreement with the Central Transmission Utility and the inter-State transmission licensee.

- e. In case the MTOA agreement has not been signed or requisite bank guarantee has not been submitted by the applicant within the stipulated period, the grant of MTOA shall be cancelled by the CTU and the same shall be informed to Applicant, concerned SLDCs/RLDCs and STUs.
- f. Immediately after grant of medium-term open access, the nodal agency shall inform the RLDCs and SLDCs concerned so that they can consider the same while processing requests for short-term open access received under Central Electricity Regulatory Commission (Open Access in inter-State transmission) Regulations, 2008 as amended from time to time.
- g. On the expiry of period of the medium-term open access, the medium-term customer shall not be entitled to any overriding preference for renewal of the term.

## **17. SCHEDULING OF MEDIUM TERM OPEN ACCESS TRANSACTION**

The scheduling jurisdiction and procedure, curtailment and revision of schedule of MTOA transactions, metering, energy accounting and accounting of (Unscheduled Interchange) UI charges shall be as per the Regulations and the Indian Electricity Grid Code, as amended from time to time. While scheduling on day-ahead basis, long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.

### **a. Underutilization of transmission capacity**

In case it is observed by RLDCs that the MTOA customer request for scheduling is consistently (for more than 5 days) lower than the capacity granted by the Nodal Agency (i.e.; CTU), RLDC may issue a notice to such MTOA customer asking the reasons for such under-utilization. The MTOA customer shall furnish the reasons for such under-utilization and will provide such details like the reduced requirement, likely period, etc. by the following day. The un-utilized transfer capability will then be released for scheduling of Short-term open access transaction.

- b. No refund of transmission charges shall be made due to above curtailment.

## **18. TRANSMISSION CHARGES**

- 18.1. The transmission charges for use of the ISTS shall be recovered from the medium-term customers in accordance with terms and conditions of tariff specified by the Commission from time to time and the Regulations. If the State network is also being used in the access, recovery of charges for such State network and terms and conditions thereof, shall be in accordance with the regulation and as may be specified by the State Commission under Section 36 of the Act, if such charges and terms & conditions cannot be mutually agreed.
- 18.2. The transmission charges for inter-State transmission system shall be paid directly to the Central Transmission Utility or the inter-State transmission licensee as the case may be.
- 18.3. In case CTU is designated by CERC as the agency for the purpose of collecting and disbursing the transmission charges for inter-state transmission charges, CTU shall enter into agreements with the MTOA customers for collection of the charges and with the transmission licensees whose inter-state transmission system is being used, for disbursement of transmission charges as received, pro rata to the transmission charges payable to the transmission licensees and to the CTU. The Central Transmission Utility shall be entitled to administrative charge for this work as approved by the Commission.
- 18.4. For payment of monthly transmission charges, irrevocable revolving LC through a scheduled commercial bank in favour of “Power Grid Corporation of India Ltd.” equivalent to 105% of the average monthly transmission charges shall be opened by MTOA applicant 15 days before the commencement date of MTOA. LC should remain valid upto one month after MTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be required to be furnished in favour of “Power Grid Corporation of India Ltd”, which would be in place 3 (three) months prior to the date of scheduled commencement of MTOA with validity upto 1 (one) month after the expiry of MTOA period.
- 18.5. The fees and charges for the Regional Load Despatch Centre including charges for the Unified Load Despatch and Communication Centre shall be payable by the medium-term customer directly to the Regional Load Despatch Centre or the State Load Despatch Centre concerned.

## **19. ENCASHMENT / DISCHARGE OF BANK GUARANTEE**

- 19.1. The Bank Guarantee will be encashed in case the applicant defaults on payment of transmission charges. The Bank Guarantee shall be recouped and remain valid upto one month after MTOA period.

- 19.2. In case any request for downsizing the power transfer is received after signing of the BPTA and submission of Bank Guarantee, any adjustment of Bank Guarantee shall be carried out after expiry of the MTOA term.

## **20. EXIT/ DOWNSIZING**

- 20.1. A customer who has been granted MTOA, may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the medium-term customer relinquishing its rights shall pay applicable transmission charges for the quantum of relinquishment, for the period of relinquishment or 30 days which ever is lesser. Further, the above compensation paid by medium-term customer shall be used for reducing transmission charges payable by other long-term customers and medium-term customers in the year in which such compensation payment is due in the ratio of transmission charges payable for that year by such long term customers and medium-term customers.
- 20.2. Once downsizing request has been accepted by CTU, an intimation of MTOA for the reduced power shall be issued and the same shall be informed to Applicant, concerned SLDCs/RLDCs and STUs. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

## **21. GENERAL**

- 21.1. The applicant shall keep the nodal agency and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.
- 21.2. All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 21.3. The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and Indian Electricity Grid Code , as amended from time to time.
- 21.4. This procedure aims at easy and pragmatic disposal of applications made for Medium Term Open Access in ISTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of CERC.

- 21.5. All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Medium-term Open access in ISTS shall be directed to CERC for redressal.

**FORMAT-MTOA-1**

**On Non Judicial Stamp paper of Rs.10**

**AFFIDAVIT**

In the matter of filing application to Power Grid Corporation of India Ltd., for grant of Medium Term Open Access/Long Term Access under CERC Regulations 2009.

I.....(Name).....S/o Shri .....(Father's name)... working as ..... (Post)..... in .....(name of the Company).....,having its registered office at ..... (address of the company)....., do solemnly affirm and say as follows:

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.
  
4. 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 CERC, the company can file the enclosed application.
  
5. I submit that all the details given in the enclosed application for grant of Connectivity/Medium Term Open Access/Long Term Access 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)

**FORMAT-MTOA-2**

**Application for Grant of Medium Term Open Access (MTOA)**

**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**

Normal Generator (other than captive)  
Captive Generator  
Bulk Consumer  
Electricity Trader  
Distribution Licensee  
Others

**5 Details for Medium Term Open Access (MTOA)**

**5a Quantum (MW) for which MTOA required**

**5b Date from which MTOA required**  
*(not earlier than 5months and not later than 1 year from the last day of the month in which application has been received)*

**5c Date upto which MTOA required**  
*(3 months to 3 years from the date from which MTOA is required)*

**5d Injection of Power**

Entity  
State/Region



Quantum  
Connectivity with the Grid

**5e Drawal of Power**

Entity  
State/Region  
Quantum  
Connectivity with the Grid

**6 Details of DD/Cheque (Application Fee)**

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

**7 Details of Bank Guarantee**

Amount (in Rs.)  
Bank Name  
Period of Validity

**FORMAT-MTOA-3**

“No Objection Certificate of --<<Name of State>>- LDC”

<<Format in which NOC is to be given by SLDCs to a State Utility or intra-state Entity for submission to CTU>>

NOC No. \_\_\_\_\_ Dated. \_\_\_\_\_

1. Name of the SLDC issuing NOC :
2. Region : North / West / South / East / North-East
3. Name of the Entity :
4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom etc.) :
5. Point(s) of Connection :
6. Max. MW ceiling allowed for Injection\* :
7. Max. MW ceiling allowed for Drawal\* :
- (\* SLDCs may specify different MW ceilings for different time blocks, if required.)
8. Validity Period : From : << Date >> To: <<Date >>

9. Transmission losses (besides Regional Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		
Any other losses		

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission losses		
Distribution Licensees losses		
Any other charges		

Declaration:

It is hereby certified that:

a) We have “No Objection” to seeking and availing Open Access by <<Name of Entity>>, through ISTS upto the MW ceiling as specified above, in accordance with applicable regulations of CERC/<<State>> ERC.

b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.

c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with us.

d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.

e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.

f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.

g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.

h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.

i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, atleast 10 working days prior to the day of transaction. In such cases, the RLDC(s)/NLDC shall also be informed simultaneously.

Signature

Name

Designation

(Authorized Signatory of ---LDC)

Place:

Phone No.:

Date:

**FORMAT-MTOA-4**

**Intimation for grant of Medium Term Open Access (MTOA)**

**1 Intimation No.**

**Date :**

**2 Ref. Application No.**

**Date :**

**3 Name of the Applicant**

**4 Address for Correspondence**

**5 Nature of the Applicant**

Normal Generator (other than captive)  
Captive Generator  
Bulk Consumer  
Electricity Trader  
Distribution Licensee

**6 Details for Medium Term Open Access (MTOA)**

6a Quantum (MW) for which MTOA is granted

6b Date from which MTOA is granted

6c Date upto which MTOA is granted

**7 Injection of Power**

Entity  
State/Region  
Quantum  
Connectivity with the Grid

**8 Drawal of Power**

Entity  
State/Region  
Quantum  
Connectivity with the Grid

**9 Transmission Charges Applicable**

**FORMAT-MTOA-5**

**Agreement for Medium Term Open Access**

**BULK POWER TRANSMISSION AGREEMENT**

**BETWEEN**

.....

**AND**

**POWER GRID CORPORATION OF INDIA LTD.**

This Bulk Power Transmission Agreement entered into on the .....day of....Two thousand nine between POWER GRID CORPORATION OF INDIA LIMITED, which is the CTU, incorporated under the Companies Act, 1956 and wholly owned by Government of India, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called "POWERGRID" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and \_\_\_\_\_ a Medium Term transmission customer incorporated under the companies Act, 1956 having its office at \_\_\_\_\_(hereinafter called "Medium Term transmission Customer" which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the second part.

And Whereas the Medium Term transmission customer is a **generating company/licensee/ consumer permitted by State Commission** and is desirous to avail Medium Term Open Access in accordance with "Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and Electricity Act 2003 to the Transmission System of POWERGRID.

And Whereas in accordance with "Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and Electricity Act 2003 open access shall be allowed by POWERGRID to Medium Term open access customer.

And Whereas the Medium Term open access is required by the Medium Term transmission customer as per the following details:

Injection Utility

Name \_\_\_\_\_

Location \_\_\_\_\_

Region \_\_\_\_\_

Capacity(MW)\_\_\_\_\_

Drawee Utility(ies)

Name \_\_\_\_\_

Location \_\_\_\_\_

Region(s) \_\_\_\_\_

Capacity(MW)\_\_\_\_\_

Date from which the open access is granted is \_\_\_\_\_ for a period of \_\_\_\_\_

And Whereas in accordance with the system studies carried out by POWERGRID, following transmission system is required to facilitate operationalization of above Medium term open access.

\_\_\_\_\_ (Name of transmission system)

And Whereas the implementation of above transmission system is to be undertaken by Medium Term Transmission Customer.

And Whereas Medium Term transmission customer has agreed to share and pay all the transmission charges of Inter State Transmission System (ISTS) for the use of ISTS of \_\_\_\_\_ Region and \_\_\_\_\_ Region ( Regions as applicable) as per the CERC Regulations and sharing of transmission charges in vogue.

And Whereas it has become incumbent upon both the parties to enter in to Bulk Power Transmission Agreement as envisaged under the “Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009.

AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between POWERGRID and Bulk Power Beneficiaries of all the regions. A copy of BPTA entered into with constituents of Northern Region dated -----, Western Region dated -----, Eastern Region dated -----, North Eastern Region dated----- and Southern Region dated ----- are enclosed at Annexure A, Annexure B, Annexure C , Annexure D and Annexure E respectively. (Regions as applicable) These agreement are likely to be replaced on its renewal. The renewed/modified agreements would be generally in line with the Transmission Service Agreement (TSA) issued by Ministry of Power as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act. Accordingly, on replacement of renewed/modified agreement in line with TSA, the same would become part of this agreement.

AND WHEREAS the Medium term transmission customer is desirous of wheeling its power through medium term open access on the same terms and conditions as contained in the Bulk Power Transmission Agreement of the respective Region. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A, B, C , D and E shall have the same meaning assigned to them under the Electricity Act 2003 or Grid code or Central Electricity Regulatory Commission Regulations, 2009, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A,B,C,D, and E (As applicable) attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows :

1.0 (a) Medium Term transmission customer shall share and pay the transmission charges of ISTS of \_\_\_\_\_Region and \_\_\_\_\_Region ( as applicable) including charges for inter regional links and system strengthening scheme and any addition thereof.

(b) Medium Term Transmission customer would provide security in the form of irrevocable Bank Guarantee (BG) in favor of POWERGRID, equivalent to two (2) months estimated average transmission charges of concerned Region(s) applicable to the long-term transmission customer. The security mechanism shall be valid till One month after the validity of the open access.

(c) The estimated average transmission charges would be reviewed every six months or till the period of medium term open access, whichever is lesser, and accordingly the amount of security would be enhanced / reduced by Medium Term transmission customers.

(d) In case the Medium Term transmission customer defaults in payment of the monthly charges of POWERGRID bills then, POWERGRID shall be entitled to encash BG immediately.

(e) In case of encashment/ adjustment of the BG by POWERGRID against non-payment of monthly charges by medium-term transmission customer, the same should be immediately recouped by medium term transmission customer before the next billing cycle.

(f) The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by

i) A Public Sector Bank or

ii) Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

iii) Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A -( A minus) or equivalent by reputed rating agency.

2.0 POWERGRID agrees to provide Medium Term Open Access required by Medium term transmission customer as per the details mentioned above and in accordance with the Regulations.

4.0 Copy of the Agreements dt. \_\_\_\_\_entered with \_\_\_\_\_Region and dt. \_\_\_\_\_entered with \_\_\_\_\_Region ( as applicable) attached at Annexure A,B,C,D and E shall form part and parcel of this Agreement and accordingly all terms and conditions of Agreements dtd. \_\_\_\_\_and dtd. \_\_\_\_\_shall mutatis mutandis apply to the Medium Term transmission customer. Any revision, replacement, modification and extension of Agreements dt. \_\_\_\_\_and \_\_\_\_\_ ( as applicable) shall also apply to the Medium Term transmission customer.

5.0 The Medium Term transmission customer may relinquish its rights, fully and partly as per the provisions of the Regulations.

6.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 35 of the CERC Regulations.

7.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access.

In witness whereof both the parties have executed this Agreement through their authorized representative.

**Witness**

**1. For and on behalf of  
POWER GRID CORPN.OF INDIA LIMITED**

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



**ANNEXURE-‘X’**

**PROFORMA FOR BANK GUARANTEE**  
(To be stamped in accordance with stamp Act)

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

To  
M/s Power Grid Corporation of India Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd. (hereinafter referred to as the ‘POWERGRID’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to transmission/ULDC/NLDC/ to .....having its registered office at \_\_\_\_\_(hereinafter referred to as the .....which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated.\_\_\_\_\_with charges valued at Rs.\_\_\_\_\_. And whereas the said Agreement has been unequivocally accepted by the .....(Applicant) and the .....having agreed to provide a Bank Guarantee in favor of the POWERGRID as payment security guaranteeing to bear the full charges of POWERGRID transmission system including charges for inter-regional links/ULDC charges/NLDC charges amounting to Rs.\_\_\_\_\_for a period of\_\_\_\_\_.

And whereas \_\_\_\_\_Bank, a body incorporated under the\_\_\_\_\_law, having its branch office at\_\_\_\_\_ - and its Registered/Head Office at\_\_\_\_\_hereinafter referred to as the ‘Bank’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the POWERGRID on its first written demand any and all monies payable by the .....in respect of the said transmission charges/ ULDC charges/NLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and .....or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges the guarantee. The decision of the

POWERGRID declaring the .....to be payment default as aforesaid shall be final and binding on the Bank.

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

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

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs.\_\_\_\_\_and it shall remain in force upto and including\_\_\_\_\_and shall be extended from time to time for such period (not exceeding one year), as may be desired by the .....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

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

WITNESS

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... Official Address)	..... (Designation with Bank Stamp)

## PROCEDURE FOR MAKING APPLICATION FOR GRANT OF LONG- TERM ACCESS TO ISTS

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### 22. OUTLINE

- 22.1. This procedure shall apply to the Applications made for Long-Term Access (LTA) for use of inter-state transmission system (ISTS) and/or associated facilities, with or without intra-state transmission system.
- 22.2. This Procedure is in accordance with the various provisions of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as “Regulations”. This procedure is to be read in conjunction with the Regulations.
- 22.3. This Procedure shall apply to the Applications made for Long-Term Access (LTA) to the transmission lines or associated facilities of the inter-State transmission system (ISTS), received by the Central Transmission Utility (CTU) on or after the date notified by the Commission of coming into force of the Regulations.
- 22.4. Application for LTA can be made by a Generating station including a captive generating plant, a consumer, an electricity trader or distribution licensee, a State Government owning some quantum of power (like free power given to the State Government in which the hydro station is located, equity power given to a State for allowing a power station to be set up in the State). However the power station from which the power is being sourced or the load, as the case may be, should (i) already be connected to grid, whether the State grid or the inter-State grid, or (ii) have already been granted permission for connectivity to the grid or (iii) have already applied for connectivity to the grid or (iv) be making application for connectivity to the grid simultaneously with this application in line with the Regulations.

*Note: (i) “consumer” means any consumer eligible to avail open access as specified by the State Commission under sub-section (2) of section 42 of the Act.*

*(ii) If the Applicant is an Electricity Trader, it must have a valid trading license as per CERC (Procedure, Terms and Conditions for grant of Trading License and Related matter) Regulations, 2009 and subsequent amendments thereof. The Trader must have a valid contract(or PPA) for buying and selling of at least the same quantum of power and period of time for which Long-term Access has been applied for.*

*(iii) The traders shall submit a copy of valid trading license*

*(iv) All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.*

- 22.5. LTA can be availed for any period between 12 years to 25 years and might require construction of new transmission capacities.
- 22.6. In line with para-12 and para-33(d) of the Regulations, LTA shall be granted for a given capacity from defined point of injection to a defined point of drawl. Accordingly, in the application for LTA, the applicant shall be required to indicate location of the load point on the grid of the entity or entities to whom electricity is proposed to be supplied and the location of the source point on the grid of the entity from whom electricity is proposed to be sourced, along with the quantum of power to be transferred.
- 22.7. (i) In case, however, entity or entities to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured along with the quantum of power have not been firmed up at the time of application, the applicant shall indicate the target region(s) along with quantum of power to be supplied to the region(s).
- (ii) In such cases, the applicant shall have to firm up exact source of supply or destination, as the case may be, atleast 3 years prior to the intended date of availing long term access at least for a capacity equivalent to 50% of the quantum of power for which LTA has been sought for through signing of PPA with such grid connected entity(ies)/ State Utilities.
- (iii) The augmentation of the transmission system as identified for grant of LTA shall be undertaken only after fulfillment of above condition. In case a common system augmentation/strengthening has been identified for more than one generator, then the above condition of signing of PPA for at least 50% of LTA sought for, with the grid connected entity(ies)/ State Utilities, shall have to be met by all the generators.
- (iv) In the event of failure of any generator meeting above condition of 3 years prior to the intended date of availing long term access, the implementation of augmentation/strengthening of system shall be undertaken in due consideration of the same and if necessary with the approval of CERC for the same.

(v) For the balance capacity (not exceeding 50% of LTA sought for) for which exact source of supply or destination could not be firming up on long-term basis, the augmentation/system strengthening further from the target region shall be taken up only after identification of exact source/destination. CTU shall be allowed up to 3 years time for such augmentation/system strengthening from the target region to the exact source/destination. During such period the applicant shall be liable to pay the transmission charges up to the target region.

(vi) Payment of such transmission charges for the balance capacity for which exact source on long term basis is not known, shall not entitle the applicant any right over the transmission system up to the target region and CTU may release this balance transmission capacity up to target region for short-term open access or the medium term open access till the applicant firms up source/destination on long-term basis and its operationalisation.

(vi) However, applicant may seek short-term open access or the medium term open access separately till such time it gets long-term access for the balance capacity as any other short-term open access customer or the medium term open access customer.

*Note: LTA applicant shall keep in view that it takes about 9 months for pre-investment activities and in addition construction time for the transmission project as given in the CERC (Terms and Conditions of Tariff) Regulations, 2009. Therefore, Applicant should expedite the finalization the beneficiaries and intimate to CTU. The date of commencement of LTA shall be applicable from atleast 3 years and 9 months (9 months time required for project preparation and investment approval) from firming up beneficiaries and signing of BPTA with them.*

22.8. In cases where there is any material change in location of the applicant or change in the quantum of power to be interchanged using ISTS (by more than 100MW) or change in region from which electricity is to be procured or to which electricity is to be supplied before the transmission works are taken up by CTU or inter-State transmission licensee other than CTU, a fresh application shall be made and earlier application shall be considered closed and application money for that application forfeited.

22.9. The nodal agency for grant of Long-term access in ISTS is the CTU. All correspondence related to long-term access shall be addressed to

Executive Director (SEF & CE)  
Power Grid Corporation of India Limited  
Saudamini, Plot No. – 2, Sector – 29  
Near IFFCO Chowk,  
Gurgaon – 122 001  
Haryana  
Fax: 0124 - 2571809

22.10. An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected.

### 23. SUBMISSION OF APPLICATION

23.1. The LTA applicant (hereinafter referred to as “applicant”) intending to avail LTA in ISTS shall make an application in prescribed format [**FORMAT-LTA-2**] to the Nodal Agency(CTU) i.e, POWERGRID in a sealed envelope marked “Application for grant of long-term access in ISTS”, alongwith a prescribed format [**FORMAT-LTA-1**] of affidavit duly attested by notary.

23.2. In case of generator or consumer, along with the application of LTA, the applicant shall submit the details of approved connectivity of the generator or consumer with grid point(s) or furnish the information about the connectivity application already submitted to the nodal agency.

23.3. In case an intra-State entity is applying for LTA, concurrence of concerned State Transmission Utilities of states having injection and drawl points shall be obtained in advance in the prescribed format [**FORMAT-LTA-3**] and attached with the application.

23.4. The application shall be accompanied by a non-refundable application fee as per details given below.

Sl. No.	Quantum of power to be injected/off-taken into/from ISTS	Non-refundable Application fee (Rs. in lakh)
		Long-term access
1	Up to 100MW	2
2.	More than 100 MW and up to 500 MW	3
3.	More than 500 MW and up to 1000 MW	6
4.	More than 1000 MW	9

23.5. All payments are to be paid through DD or directly credited to POWERGRID account electronically through RTGS (Real-time gross settlement) as per details given below:

- a) Payee : Power Grid Corporation of India Ltd.
- b) Name of the Bank : State Bank of Hyderabad
- c) Branch : Kundan House, Nehru Place, New Delhi 110 019.
- d) IFSC : SBHY 0020347
- e) A/c No. : 52045247178

The document showing proof of payment directly credited to above POWERGRID a/c must be attached with the application.

Above application shall also be accompanied by a bank guarantee of Rs. 10,000/- (Rupees ten thousand only) per MW of the total power to be transmitted. The bank guarantee shall be in favour of “Power Grid Corporation of India Ltd”.

The bank guarantee of Rs. 10,000/- (Rupees ten thousand only) per MW shall initially be valid for one year and shall be revalidated, if required, till the execution of the long-term access agreement (in case when augmentation of transmission system is required) or till operationalisation of long-term access (in cases when augmentation of transmission system is not required) **as per format given at FORMAT-LTA-4**. The aforesaid bank guarantee will stand discharged with operationalization of long-term open access, when augmentation of transmission system is not required or the submission of appropriate bank guarantee required to be given by the applicant to the CTU during construction phase when augmentation of transmission system is required, as the case may be. The bank guarantee may be encashed by the nodal agency,

- (i) if the application is withdrawn by the applicant or
- (ii) the long-term access rights are relinquished prior to the operationalisation of such long-term access when augmentation of transmission system is not required.
- (iii) If the applicant fails to sign the Long Term Access Agreement with CTU or a tripartite agreement with CTU and transmission licensee, as the case may be, and fails to furnish appropriate BG for construction phase, within stipulated time as indicated in the intimation letter.
- (iv) If the applicant fails to revalidate the earlier furnished BG at least 30 days prior to its expiry.
- (v) If the applicant fails to firm up beneficiaries in terms of clause 22.7, 3 years prior to intended date of Long Term Access. Genuine requests for extension of time shall be suitably accommodated on merit upon furnishing of documentary evidence(s).

## **24. PROCESSING OF APPLICATIONS**

### **24.1. Assessing the adequacy of transmission capacity/system strengthening requirement**

24.1.1. The applications shall be processed on first-come-first-served basis. The applications received during a month and upto the last day of the month shall be construed to have arrived concurrently. In case of applications received by post, the date of receipt of application at POWERGRID office shall be considered as the date of application.

24.1.2. The nodal agency i.e, POWERGRID shall carry out system studies in ISTS to examine the adequacy of the transmission system corresponding to the time frame of commencement of long-term access to effect the desired transaction of power on long-term basis, using the Available Transfer Capability (ATC).

### **Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)**

#### Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Transmission Reliability Margin (TRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area transmission system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically ATC is the Total Transfer Capability less Transmission Reliability Margin

The CTU shall assess the Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM) of inter-regional links / Corridors. TTC, ATC, and TRM along with the details of basis of calculations, including assumptions if any, shall be put up on the website of CTU.



The TTC and TRM are the primary quantities which are to be arrived at from System Studies. The ATC would be derived as the difference between the two. The procedure for the calculation would be as follows:

1. A base case with the likely scenario during the time frame for which TTC is to be arrived at would be used for system studies. In the base case scenario data from CEA Planning Studies would be used.
2. While carrying out simulations for different conditions it would be seen that the limiting condition on some portions of the transmission corridors or flow gates can shift among thermal, voltage and stability limits as the network operating conditions change over time. TTC would be the minimum of the transmission capability arrived at taking into consideration the Stability Limit, Voltage Limit and Thermal limit.
3. The limiting factors would be mentioned, for example, specific buses facing problem of low voltage , transmission line facing congestion or crossing stability /thermal limit, etc..
4. The TRM would be arrived at by considering the worst credible contingency, i.e. one which would affect the transmission capability of the flowgate to the maximum possible extent.
5. The difference between the TTC and the TRM would be the ATC. The latest ATC would be the one which is still left over after taking into account the usage of the transmission capability by existing contracts.
6. The CTU may revise the TTC , ATC and TRM due to change in system conditions, which includes change in network topology or change in anticipated active or reactive generation or load, at any of the nodes in the study. Such revision should clearly state the reasons thereof.
  - i. The study may reveal that:
    - a) Transmission system commissioned / planned in the time frame of desired long-term access is adequate and separate system strengthening is not required for effecting desired long-term access. In such cases the nodal agency shall prepare proposal for grant of long-term access and forward the same to respective constituents of concerned region(s), CEA and the applicant. This proposal shall be discussed and formalized in the regional transmission planning forum and RPC of the concerned region(s). The intimation for grant of LTA as per the provisions of Regulations shall be communicated to the applicant and RLDC/NLDC within 120 days from the date of

application as per the Regulations with copy to all the constituent States of the region(s) involved, transmission licensee (if any), concerned RPC(s) and CEA.

- b) There is a constraint in transmission system expected to be available by the time frame of commencement of desired long-term access and system strengthening is necessary for effecting desired transaction. The nodal agency shall carry out studies to identify system strengthening in accordance with the perspective plans made by the CEA covering all aspects of IEGC. Such transmission system augmentation planning shall be considered on 30<sup>th</sup> of June and 31<sup>st</sup> of December in each year in order to develop a coordinated transmission plan. The applications received during 1<sup>st</sup> half of the calendar year shall be considered together by 30<sup>th</sup> June and finalized by 31<sup>st</sup> Dec of the same calendar year. Similarly application received during the 2<sup>nd</sup> half of the calendar year shall be considered together by 31<sup>st</sup> December and finalized by 30<sup>th</sup> June of the next calendar year. The intimation for grant of LTA as per the provisions of Regulations shall be communicated to the applicant and RLDC/NLDC with copy to all the constituent States of the region(s) involved, transmission licensee (if any), concerned RPC(s) and CEA.

If there is more than one application for long-term access in the same complex in similar time frame, the nodal agency shall undertake joint studies and prepare a consolidated proposal for transmission system strengthening.

- ii. While granting long-term access in ISTS, the nodal agency shall communicate to the applicant, the date from which long-term access is granted and an estimate of the transmission charges likely to be payable based on the prevailing costs, prices and methodology of sharing of transmission charges specified by CERC. The time frame of the construction of the facilities of the applicant and the CTU shall be clearly laid out, so as to match the two as closely as possible, for optimum utilization of resources.

**b. Confirmation of reservation of transmission capacity**

**i. Where system strengthening is not required**

- (i) The nodal agency shall confirm grant of long-term access on format [**FORMAT-LTA-5**] within 120 days from the month in which application was received with direction to the applicant to enter into Bulk Power Transmission Agreement (BPTA) with POWERGRID within thirty days.

- (ii) The applicant shall sign a long-term access agreement (FORMAT-LTA-6A) with POWERGRID. In case transmission system of inter-State transmission licensee other than CTU is used, the applicant shall sign a tripartite long-term access agreement with POWERGRID and inter-State transmission licensee.

**ii. Where system strengthening is involved**

- (i) The nodal agency shall carry out system studies and identify the system strengthening requirement including transmission voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc. in consultation with CEA and respective regional constituents.
- (ii) The nodal agency shall intimate grant of long-term access on format [FORMAT-LTA-5] indicating identified system strengthening with direction to the applicant to enter into Long-term access agreement Bulk Power Transmission Agreement (BPTA) with CTU within thirty days.
- (iii) The applicant shall sign a long-term access agreement with POWERGRID. In case transmission system of inter-State transmission licensee other than CTU is used, the applicant shall sign a tripartite long-term access agreement with POWERGRID and the inter-State transmission licensee.
- (iv) The nodal agency may change system strengthening requirements identified for a particular applicant project on the basis of any subsequent study carried out on its own motion or on another application for LTA, with the purpose of optimum utilization of the transmission system or to conserve limited right-of-way, and in such event, the changes carried out by the nodal agency shall be intimated to the applicant, or any other person associated with the LTA. Provided that the optimized system shall not work to the disadvantage of the applicant.
- (v) Applicant shall submit construction phase bank guarantee of Rs. 5 lakh per MW for the quantum of long-term access sought.

In case application for Grant of Connectivity and Grant of Long Term Access are made concurrently or after a time gap, and construction of dedicated line is not required to be constructed by the applicant but by the CTU/inter-State transmission licensee (for a thermal generating station of 500 MW and above and a hydro generating station of 250 MW and above, other than a captive generating plant), as per provisions of the Regulations, then the total BG required to be submitted for both

the construction of dedicated line as well as for augmentation of transmission system shall together, at any time, not exceed Rs. 5 Lakhs per MW.

- (vi) In case of applicants who have already firmed up the entity or entities to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured for the entire quantum of power for which LTA has been sought through signing of PPA or, in the case of Inter-State Generating Stations owned by the Central Government or Ultra Mega Power Projects coming up through the initiative of the Central Government, allocation of power to various beneficiaries as notified by it, then the applicant shall not be required to submit Bank Guarantee(BG) with the application form or the Construction Stage BG. In such cases, however, the augmentation of the transmission system as identified for grant of LTA shall be undertaken only after agreement of the beneficiaries in Standing Committee on Power System Planning/Regional Power Committee for bearing its transmission charges. The applicant shall submit a copy of PPA or notification made by Govt. of India, whichever is applicable. The long-term access agreement, may, in such cases be directly signed by the beneficiaries with the CTU or tripartite agreement with the CTU and ISTS, as the case may be.

## **25. BULK POWER TRANSMISSION AGREEMENT (BPTA)**

- 25.1. Bulk Power Transmission Agreement (BPTA) shall be signed by the applicant with POWERGRID, agreeing therein to pay transmission charges for use of the existing and additional regional and/or inter-regional transmission system as per billing system in vogue at that time. . This agreement shall be signed within time communicated to the customer under sub-clause 3.2.1(i) or under sub-clause 3.2.2(ii). The applicant shall sign a tripartite long-term access agreement with POWERGRID and inter-State transmission licensee, in case long-term access to an inter-State transmission system belonging to a inter-State transmission licensee other than CTU is granted. This agreement shall be signed within time communicated to the customer under sub-clause 4.1(i) or under sub-clause 4.2(ii).
- 25.2. For execution of work where system strengthening is involved, the parties should note the following:
- (i) The implementation of respective system strengthening works shall be taken up by POWERGRID/concerned licensee/applicant/any other agency identified by the Empowered committee after signing of BPTA for timely commissioning and operation as per provision of BPTA.

- (ii) The applicant/concerned licensee shall furnish progress of implementation of the respective generation project/system strengthening scheme, as applicable on quarterly basis to the nodal agency. Any other necessary execution or submission of information as per provisions of BPTA shall also be complied. In case POWERGRID is executing the works, POWERGRID shall inform the applicant of the progress being made for system strengthening.
- (iii) The applicant/concerned licensee shall inform, in writing, at least ninety days ahead of scheduled date of commissioning and commercial operationalisation of their generation project/system strengthening scheme, as applicable to POWERGRID with copy to RLDC/NLDC and other concerned/affected persons.
- (iv) Based on information received above, the nodal agency shall confirm the applicant and concerned licensees at least sixty days ahead of scheduled date of commencement of long-term transaction and direct the applicant to:
  - a) Establish adequate payment security within fifteen days; and
  - b) Submit a request for scheduling of transaction to RLDC/NLDC within fifteen days.
- (v) Whenever any equipment and/or drawing are proposed to be changed, then the applicant or licensee shall intimate necessary changes to the nodal agency. When changes are implemented, revised single line diagram shall be submitted by the applicant or licensee to the nodal agency.

## **26. Scheduling of Long Term Bilateral Transaction**

The scheduling, including the Load Despatch Centre under whose jurisdiction the applicant will fall, curtailment and revision of schedule of LTA transactions shall be as per the Regulations. While scheduling on day-ahead basis, long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.

## **27. TRANSMISSION SYSTEM CONSTRAINTS**

- 27.1. In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawl schedule intimated by RLDC, the use of such inter-State system shall be curtailed first, to the full extent of such deviation, following which the principle specified in following sub-clause 5.3 shall apply.

- 27.2. In case of curtailment of capacity by RLDC/NLDC, transmission charges payable shall remain unaffected.

## **28. Renewal of Term for Long-term access**

- 28.1. On the expiry of the period of long-term access, the long-term access shall stand extended on a written request provided by the long-term customer in this regard to the Central Transmission Utility mentioning the period for extension that is required.
- 28.2. Further, such a written request shall be submitted by the long term customer to the Central Transmission Utility at least six months prior to the date of expiry of the long-term access. In case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand withdrawn.

## **29. Relinquishment of access rights**

- 29.1. A long-term customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:-
1. Long-term customer who has availed access rights for at least 12 years
    - (i) Notice of one (1) year – If such a customer submits an application to the CTU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.
    - (ii) Notice of less than one (1) year – If such a customer submits an application to the CTU at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of a notice period of one (1) year.
  2. Long-term customer who has not availed access rights for at least 12 (twelve) years – such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights. Such a customer shall submit an application to the CTU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights. In case a customer submits an

application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.

3. The discount rate that shall be applicable for computing the net present value as referred to above shall be the discount rate to be used for bid evaluation in the Commission's Notification issued from time to time in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power.

4. The compensation paid by the long-term customer for the stranded transmission capacity shall be used for reducing transmission charges payable by other long-term customers and medium-term customers in the year in which such compensation payment is due in the ratio of transmission charges payable for that year by such long-term customers and medium-term customers.

### **30. GENERAL**

- 30.1. The applicant shall keep the nodal agency and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.
- 30.2. Any amendment/modification to an existing application, except for reasons specifically mentioned in the procedure, shall be treated as a fresh application.
- 30.3. All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 30.4. Payment of transmission charges, fees and charges for the concerned RLDC and SLDC as well as transmission charges for the RLDC, unscheduled inter-change charges etc. as applicable shall be made by the applicant as per the Regulations.
- 30.5. The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and Indian Electricity Grid Code, as amended from time to time.

- 30.6. This procedure aims at easy and pragmatic disposal of applications made for Long-term Access in ISTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of CERC.
- 30.7. All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Long-term access in ISTS shall be directed to CERC for redressal.



**31. TREATMENT OF PRESENT LONG TERM OPEN ACCESS APPLICATIONS ALREADY MADE TO CTU**

31.1. In line with the repealed regulations of Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2004, CTU has received numerous applications for Long Term Open Access.

**1. Long Term Open Access Application where no system strengthening is required:**

- (i) The Long term open access already granted and have become operational shall continue to remain valid till the expiry of long term access.
- (ii) The Long term open access already granted and BPTA has been signed but yet to become operational shall continue to remain valid till the expiry of long term access.
- (iii) The Long term open access already granted and BPTA is yet to be signed shall have the option either to continue with the provisions of Regulations 2004 or to adopt the new Regulations, 2009. In such cases, if applicant opts for continuing with provisions of earlier regulation then he shall have to abide by clauses pertaining to Exit option, Early Relinquishment of Access Rights, Construction of dedicated line etc of the earlier Regulation, 2004 only. Further, the applicant shall have to sign BPTA within 3 months. However, in case applicant opts for adoption of provisions of new regulation, 2009 then he shall have to give declaration to this effect complying with provisions of the new regulation (without Application fees) within 3 months from approval of these procedures. In the event of failure to respond by applicant, in either of the cases, the already granted LTOA shall stand cancelled and they would be required to apply afresh as per the provision of the new Regulations, 2009.

**2. Long Term Open Access Application where system strengthening is required:**

*A large number of LTOA applications were found to require strengthening of transmission system to enable transfer of power to the target/intended beneficiaries indicated by the applicants in their applications. Such transmission system strengthening was evolved after detailed studies in*

*consultation with CEA, constituents of concerned regions and the applicants. The implementation of finalized transmission system require many pre-investment project preparation activities like survey, land identification, preparation of DPR including cost estimates, tendering activity like issuance of NIT, opening/evaluation of bids etc. These project preparation activities require substantial time*

*For large number of IPPs coming in different area like Orissa, Sikkim, Chattisgarh, Andhra Pradesh, Tamil Nadu, POWERGRID have initiated such activities after grant of LTOA/finalization of transmission system so as to get lead time*

*To enable unhindered development of transmission system necessary for LTOA projects, POWERGRID have gone ahead with such activities with the tentative/target beneficiaries given by the LTOA applicants. Further, to ensure seriousness of IP developers for POWERGRID to undertake initial activities, POWERGRID have initialed the draft Long term Agreement, pending its finalization by CERC, incorporating provisions for furnishing BG by the applicants.*

*However, now before initiating physical implementation and making actual investment it is necessary that firm beneficiaries are identified by the IPP developers so that POWERGRID may sign BPTA with the beneficiary States and take investment decisions. Accordingly, applications for which LTOA applications where strengthening of transmission system is envisaged are proposed to be treated in the following manner:*

- (i) The Long term open access already granted and BPTA has been initialed between generation developers and POWERGRID, like Orissa, or yet to be signed/initialed and become operational, shall have to inform firm beneficiaries in terms of para 22.7 of the detailed procedure atleast 3(three) years prior to the commencement date of open access. If applicant is already completed this time-period, then he shall have to firm up and inform firm beneficiaries in terms of para 22.7 of the detailed procedure alongwith the supporting documents (as explained in the detailed procedure for long term access) within 6 (Six) months of approval of detailed procedure by CERC.

- (ii) The Long term open access already granted and BPTA is yet to be signed/initialed, applicant shall have to inform firm beneficiaries in terms of para 22.7 of the detailed procedure atleast 3(three) years prior to the commencement date of open access. If applicant is already within this time-period then he shall have to firm up and inform firm beneficiaries in terms of para 22.7 of the detailed procedure alongwith the supporting documents as explained in the detailed procedure for long term access within 6(Six) months of approval of detailed procedure by CERC.
- (iii) Applications which are under process and who have already given the consultancy charges for evolution of transmission system strengthening shall be required to apply afresh without giving the application fees and clearly indicating the quantum of power for connectivity and/or for Long Term Access separately. They shall however, not be required to furnish application Bank Guarantee of Rs. 10,000/- per MW for the quantum of power for which Long term Access has been sought. However, they shall also be required to submit the various documents as prescribed in the detailed procedure for connectivity/Long term Access.
- (iv) Applications which are under process and for which the consultancy charges for evolution of transmission system strengthening have not been either paid to or demanded by POWERGRID shall have to apply afresh as per the detailed procedure for connectivity/LTA.

**FORMAT-LTA-1**

On Non Judicial Stamp Paper of Rs.10/-

**AFFIDAVIT**

In the matter of filing application to Power Grid Corporation of India Limited, for grant of Long-term Access under CERC Regulations 2009.

I.....(Name).....S/o Shri .....(Father's name)... working as ..... (Post)..... in .....(name of the Company).....,having its registered office at ..... (address of the company)....., do solemnly affirm and say as follows:

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.

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 CERC, the company can file the enclosed application.

I submit that all the details given in the enclosed application for grant of Connectivity/Medium Term Open Access/Long Term Access 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)

**FORMAT-LTA-2**

**Application for Grant of Long -term Access (LTA)**

**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**

Normal Generator (other than captive)  
Captive Generator  
Bulk Consumer  
Electricity Trader  
Distribution Licensee

**5 Details for Long Term Access (LTA)**

**5a Quantum (MW) for which LTA required**

**5b Date from which LTA required**  
*(not earlier than 3 years from the last day of the month in which application has been received)*

**5c Date upto which LTA required**  
*(12 years to 25 years from the date from which LTA is required)*

**5d Injection of Power (more than one only in case of single Drawal)**

Entity-1

State/Region  
Quantum-1  
Connectivity with the Grid

Entity-2  
State/Region

Quantum-2  
Connectivity with the Grid

Entity-3  
State/Region  
Quantum-3  
Connectivity with the Grid

Entity-4  
State/Region  
Quantum-4  
Connectivity with the Grid

**5e Drawal of Power (more than one only in case of single Injection)**

Entity-1  
State/Region  
Quantum-1  
Connectivity with the Grid

Entity-2  
State/Region  
Quantum-2  
Connectivity with the Grid

Entity-3  
State/Region  
Quantum-3  
  
Connectivity with the Grid

Entity-4  
State/Region  
Quantum-4  
Connectivity with the Grid

**6 Details of DD/Cheque e-transaction  
(Application Fee)**

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

**7 Details of Bank Guarantee**

Amount (in Rs.)  
Bank Name  
Period of Validity

**FORMAT-LTA-3**

/ “No Objection Certificate of --<<Name of State Transmission Utility>>”

<<Format in which NOC is to be given by STU to intra-state Entity for submission to CTU>>

NOC No. \_\_\_\_\_ Dated. \_\_\_\_\_

1. Name of the STU issuing NOC :
2. Region : (North / West / South / East / North-East)
3. Name of the Entity :
4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom etc.) :
5. Point(s) of Connection :
6. Max. MW ceiling allowed for Injection\* :
7. Max. MW ceiling allowed for Drawal\* :
- (\* STUs may specify different MW ceilings for different time blocks, if required.)
8. Validity Period : From : << Date >> To: <<Date >>

9. Transmission losses (besides Regional Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		
Any other losses		

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission losses		
Distribution Licensees losses		
Any other charges		



Declaration:

It is hereby certified that:

a) We have “No Objection” to seeking and availing Open Access by <<Name of Entity>>, through ISTS upto the MW ceiling as specified above, in accordance with applicable regulations of CERC/<<State>> ERC.

b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.

c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with us.

d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.

e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.

f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.

g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.

h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.

i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, atleast 180 days prior to the day of transaction. In such cases, the RLDC(s)/NLDC shall also be informed simultaneously.

Signature

Name

Designation

(Authorized Signatory of STU)

Place:

Phone No.:

Date:

**FORMAT-LTA-4**

**PROFORMA OF BANK GUARANTEE FOR  
PERFORMANCE**  
(To be stamped in accordance with Stamp Act)

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

To

Power Grid Corporation of India Ltd.  
B-9, Qutab Institutional Area,  
Katwaria Sarai,  
New Delhi – 110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the 'POWERGRID' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having applied for Long-term Access (LTA) with its Registered/Head office at .....(hereinafter referred to as the "LTA APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTA applicant that in case of failure /delay in abiding various terms and conditions required as per CERC, Regulations 2009 on the subject POWERGRID shall have the right to collect at the rate of Rs. 10,000/MW (Rupees Ten Thousand only/MW) for total scheduled injection by LTA Applicant.

AND WHEREAS as per the CERC, Regulations 2009 LTA applicant is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulation.

We.....  
(Name & Address of the Bank)

having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA APPLICANT to the extent of .....as aforesaid at any time

upto .....\*\*.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTA APPLICANT.

Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTA APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

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

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

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

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

WITNESS

.....

.....  
(Signature)

.....  
(Signature)

.....  
.....  
(Name) (Name)

.....  
.....  
(Official Address) (Designation with Bank Stamp)

Attorney as per Power  
of Attorney No. ....

Date .....

NOTES:

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

**FORMAT-LTA-5**

**Intimation for Grant of Long -term Access (LTA)**

- 1 Intimation No.**  
**Date :**
  
- 2 Ref. Application No.**  
**Date :**
  
- 3 Name of the Applicant**
  
- 4 Address for Correspondence**
  
- 5 Nature of the Applicant**
  - Normal Generator (other than captive)
  - Captive Generator
  - Bulk Consumer
  - Electricity Trader
  - Distribution Licensee
  - Others
  
- 6 Details for Long Term Access (LTA)**
  - 6a Quantum (MW) for which LTA is granted**
  
  
  
  
  
  
  
  
  
  
- 7 Injection of Power (more than one only in case of single Drawal)**
  - Entity-1
  - State/Region
  - Quantum-1
  - Connectivity with the Grid
  
  - Entity-2
  - State/Region
  - Quantum-2
  - Connectivity with the Grid

Entity-3  
State/Region  
Quantum-3  
Connectivity with the Grid

Entity-4  
State/Region  
Quantum-4  
Connectivity with the Grid

**8 Drawal of Power (more than one only in case of single Injection)**

Entity-1  
State/Region  
Quantum-1  
Connectivity with the Grid

Entity-2  
State/Region  
Quantum-2  
Connectivity with the Grid

Entity-3  
State/Region  
Quantum-3  
Connectivity with the Grid

Entity-4  
State/Region  
Quantum-4  
Connectivity with the Grid

**9 Transmission System for LTA**

- 9a Date from which LTA is granted
- 9b Date upto which LTA is granted
- 9c Implementing Agency for transmission system required for LTA
- 9d Agencies between which agreement is to be signed for implementation of transmission system

9e Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant

**10 Transmission Charges Applicable**

11 Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant

**FORMAT-LTA-6A**

**Agreement for Long Term Access**  
(Applicable for One party requiring NO transmission system strengthening)  
**BULK POWER TRANSMISSION AGREEMENT**

**BETWEEN**

.....

**AND**

**POWER GRID CORPORATION OF INDIA LTD.**

This Bulk Power Transmission Agreement entered into on the .....day of....Two thousand nine between POWER GRID CORPORATION OF INDIA LIMITED, incorporated under the Companies Act, 1956 and wholly owned by Government of India, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called "POWERGRID" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and \_\_\_\_\_ a Long Term transmission customer incorporated under the companies Act, 1956 having its office at \_\_\_\_\_(hereinafter called "Long Term transmission Customer "which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the second part.

And Whereas the Long Term transmission customer is a **generating company/licensee/ consumer/others permitted by State Commission** and is desirous to avail Long Term Open Access in accordance with "Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Long-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and Electricity Act 2003 to the Transmission System of POWERGRID.

And Whereas in accordance with "Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and Electricity Act 2003 open access shall be allowed by POWERGRID to Long Term open access customer.

And Whereas the Long Term access is required by the Long Term transmission customer as per the following details:

Injection Utility

Name \_\_\_\_\_

Location \_\_\_\_\_

Region \_\_\_\_\_

Capacity(MW)\_\_\_\_\_

Drawee Utility(ies)

Name \_\_\_\_\_

Location \_\_\_\_\_

Region(s) \_\_\_\_\_



Capacity(MW)\_\_\_\_\_

Date from which the open access is granted is \_\_\_\_\_ for a period of \_\_\_\_\_

And Whereas in accordance with the system studies carried out by POWERGRID, following transmission system is required to facilitate operationalization of above Long term access.

\_\_\_\_\_(Name of transmission system)

And Whereas the implementation of above transmission system is to be undertaken by Long Term Transmission Customer.

And Whereas Long Term transmission customer has agreed to share and pay all the transmission charges of Inter State Transmission System (ISTS) for the use of ISTS of \_\_\_\_\_ Region and \_\_\_\_\_ Region (Regions as applicable) and including system strengthening scheme and any addition thereof.

And Whereas it has become incumbent upon both the parties to enter in to Bulk Power Transmission Agreement as envisaged under the “Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009

AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between POWERGRID and Bulk Power Beneficiaries of all the regions. A copy of BPTA entered into with constituents of Northern Region dated -----, Western Region dated -----, Eastern Region dated -----, North Eastern Region dated----- and Southern Region dated ----- are enclosed at Annexure A, Annexure B, Annexure C , Annexure D and Annexure E respectively. (Regions as applicable) These agreement are likely to be replaced on its renewal. The renewed/modified agreements would be generally in line with the Transmission Service Agreement (TSA) issued by Ministry of Power as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act. Accordingly, on replacement of renewed/modified agreement in line with TSA, the same would become part of this agreement.

AND WHEREAS the Long term transmission customer is desirous of wheeling its power through Long term access on the same terms and conditions as contained in the Bulk Power Transmission Agreement of the respective Region. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A, B, C , D and E shall have the same meaning assigned to them under the Electricity Act 2003 or Grid code or Central Electricity Regulatory Commission Regulations, 2009, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A,B,C,D, and E (As applicable) attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows :

1.0 (a) Long Term transmission customer shall share and pay the transmission charges of ISTS of \_\_\_\_\_Region and \_\_\_\_\_Region ( as applicable) including charges for inter regional links and system strengthening scheme and any addition thereof.

(b) Long Term Transmission customer would provide security in the form of or irrevocable Bank Guarantee (BG) in favor of POWERGRID, equivalent to Two (2) months estimated average transmission charges of concerned Region(s) applicable to the long-term transmission customer. The security mechanism shall be valid till One month after the validity of the open access.

(c) The estimated average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced / reduced by Long Term transmission customers.

(d) In case the Long Term transmission customer defaults in payment of the monthly charges of POWERGRID bills then, POWERGRID shall be entitled to encash/adjust the FDR/ deposit/ BG immediately.

(e) In case of encashment/ adjustment of the / BG by POWERGRID against non-payment of monthly charges by Long-term transmission customer, the same should be immediately replenished/recouped by Long term transmission customer before the next billing cycle.

(f) The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by

i) A Public Sector Bank or

ii) Scheduled Indian Bank having paid up capital(net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

iii) Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A –( A minus) or equivalent by reputed rating agency.

2.0 POWERGRID agrees to provide Long Term Open Access required by Long term transmission customer as per the details mentioned above and in accordance with the Regulations under the Central Electricity Regulatory Commission, Regulations 2009 and conditions specified by the CERC from time to time.

4.0 Copy of the Agreements dt. \_\_\_\_\_entered with \_\_\_\_\_Region and dt. \_\_\_\_\_entered with \_\_\_\_\_Region ( as applicable) attached at Annexure A,B,C,D and E shall form part and parcel of this Agreement and accordingly all terms and conditions of Agreements dtd. \_\_\_\_\_and dtd. \_\_\_\_\_shall mutatis mutandis apply to the Long Term transmission customer. Any revision, replacement, modification and extension of Agreements dt. \_\_\_\_\_and \_\_\_\_\_ ( as applicable) shall also apply to the Long Term transmission customer.

5.0 The Long Term transmission customer shall not relinquish or transfer its rights and obligations specified in the Bulk Power Transmission Agreement, with out prior approval of POWERGRID and CERC and subject to payment of compensation, as may be determined by the CERC.

6.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 35 of the CERC Regulations.

7.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access.

In witness whereof both the parties have executed this Agreement through their authorized representative.

**Witness**

**1. For and on behalf of  
POWER GRID CORPN.OF INDIA LIMITED**

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

21FORMAT-LTA-6B

**Agreement for Long Term Access**

(Applicable for One party / Multi party developers requiring transmission system strengthening)

**BETWEEN**

**POWER GRID CORPORATION OF INDIA LTD.**

**AND**

**----- OTHER LONG TERM TRANSMISSION CUSTOMERS**

This Bulk Power Transmission Agreement entered into on the .....day of.....Two thousand Nine between **POWER GRID CORPORATION OF INDIA LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called "**POWERGRID**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

and

Company -A., a company incorporated under the companies Act, 1956 having its registered office at \_\_\_\_\_ and

Company -B, a company incorporated under the companies Act, 1956 having its registered office at \_\_\_\_\_ and -

|  
|  
|  
|

Company -Z, a company incorporated under the companies Act, 1956 having its registered office at \_\_\_\_\_ and

(hereinafter collectively referred to as Long Term Transmission Customers and individually referred to as *Company-A, B .....Z respectively*) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the second, third, fourth -----and ----- respectively.

A) Whereas Long Term Transmission Customers are the Power Project Developers and are desirous to avail Long Term Open Access in accordance with Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as "Regulations". and Electricity Act 2003 (including their amendments if any) to the Transmission System of POWERGRID for transfer of power from the respective places of generation to the places of delivery as per the details contained in the **Annexure-1**.

B) Whereas the comprehensive transmission system for above Long Term Open Access was evolved by CEA, developers, Constituents and POWERGRID which was discussed in a meeting held at ----- on -----.

C) The transmission system required for direct evacuation of power from respective generating units to the pooling points of POWERGRID has been finalized in consultation with CEA, developers and Constituents and shall be built, owned, operated and maintained by respective Long Term Transmission Customers as indicated at **Annexure-2**.

D) The common transmission system to evacuate and dispatch power to respective beneficiaries from the generation projects, has been finalized in consultation with CEA, developers and Constituents and shall be built, owned, operated and maintained by POWERGRID as indicated at **Annexure-3**.

E) Each of the project developers i.e., the long term transmission customer has agreed to share and bear the applicable transmission charges as decided by Central Electricity Regulatory Commission of the total transmission scheme as per Annexure-3 from the scheduled date of commissioning of respective generating units, corresponding to the capacity of power contracted from the said Generation project through open access as indicated at Annexure-1 irrespective of their actual date of commissioning. The sharing mechanism for these transmission charges has been agreed to be as per **Annexure-4** of this agreement.

F) AND WHEREAS in accordance with Central Electricity Regulatory Commission Regulations 2009 and Electricity Act 2003(including there amendment if any) and in accordance with the term mentioned above, POWERGRID has agreed to provide such open access required by these Long Term Transmission Customers from the date of availability of evacuation transmission system for the transfer of power as mentioned in Annexure 2 and Annexure 3 of this agreement.

G) AND WHEREAS the parties have agreed that in case any of the asset mentioned at Annexure 3 are executed, owned and operated by any agency(ies) other than POWERGRID, as per the directives of competent authority (for which POWERGRID would immediately inform all the parties) then the tariff of the same would be payable by the long term customer directly to the concerned agency(ies) through a separate Agreement to be entered by the Long term customer with the concerned agency(ies).

H) AND WHEREAS Long term transmission customers have agreed to share and pay all the transmission charges of POWERGRID in accordance with the regulation/tariff order issued by Central Electricity Regulatory Commission from time to time for the use of its Transmission System of the concerned Regions including inter regional links/ULDC/NLDC charges and any additions thereof in proportion to their proposed capacity addition as indicated at Annexure-1 of this Agreement. These charges would be shared and paid from the scheduled date of commissioning of respective generating units as indicated at Annexure-1.

I) AND WHEREAS it has become incumbent upon Long term Transmission Customers and POWERGRID to enter in to Bulk Power Transmission Agreement as envisaged under the Central Electricity Regulatory Commission Regulations, 2009 (including their amendments if any) for payment of above transmission charges.

J) AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between POWERGRID and Bulk Power Beneficiaries of all the regions. A copy of BPTA entered into with constituents of Northern Region dated -----, Western Region dated -----, Eastern Region dated -----, North Eastern Region dated----- and Southern Region dated ----- are enclosed at Annexure A, Annexure B, Annexure C , Annexure D and Annexure E respectively. These agreement are likely to be replaced on its renewal. The renewed/modified agreements would be generally in line with the Transmission Service Agreement (TSA) issued by Ministry of Power as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act. Accordingly, on replacement of renewed/modified agreement in line with TSA, the same would become part of this agreement.

K) AND WHEREAS the Long term transmission customer is desirous of wheeling its power to its consumers through long term open access on the same terms and conditions as contained in the Bulk Power Transmission Agreement of the respective Region. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A, B, C , D and E shall have the same meaning assigned to them under the Electricity Act 2003 or Grid code or Central Electricity Regulatory Commission Regulations, 2009, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A, B, C , D and E attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

1.0 In accordance with Central Electricity Regulatory Commission Regulations 2009 and Electricity Act 2003(including there amendment if any) and in accordance with the term mentioned above, POWERGRID agrees to provide such open access required by these Long Term Transmission Customers from the date and in the manner mentioned in the Annexure 1, Annexure 2 , Annexure 3 and Annexure 4 of this agreement for a period of ..... years from the schedule date of generation of individual long-term open access customers.

2.0 (a) Long term transmission customer shall share and pay the transmission charges in accordance with the regulation/tariff order issued by Central Electricity Regulatory Commission from time to time of POWERGRID transmission system of concerned applicable Region i.e. Southern Region/Eastern Region/Western Region/Northern Region/North Eastern

Region including charges for inter regional links/ULDC/NLDC charges and any additions thereof. These charges would be applicable corresponding to the capacity of power contracted from the said generation project through open access from the scheduled date of commissioning of generating projects as indicated at Annexure-I irrespective of their actual date of commissioning.

- (b) Long term transmission customer shall share and pay the transmission charges of the transmission system detailed in Annexure-3 in accordance with the sharing mechanism detailed in Annexure-4. In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.
- (c) Each Long term transmission customer its successor/assignee shall pay the applicable transmission charges from the date of commissioning of the respective transmission system which would not be prior to the scheduled commissioning date of generating units as indicated by of the respective developer as per Annexure-1. The commissioning of transmission system would be preponed only if the same is agreed mutually by concerned parties.
- (d) In addition to opening of LC for 105% of estimated average monthly billing for charges mentioned at 2(a) and 2(b) above, Long-Term Transmission customer would provide security in the form of irrevocable Bank Guarantee (BG), in favor of POWERGRID, equivalent to two months estimated average monthly billing, three months prior to the scheduled date of commissioning of generating units as indicated at Annexure-1. Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed from time to time till the expiry of the open access.
- (e) The estimated average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced/reduced by long term transmission customers.
- (f) In case the long term transmission customer defaults in payment of the monthly charges of POWERGRID bills then, POWERGRID shall be entitled to encash/adjust the BG immediately.
- (g) In case of encashment / adjustment of the BG by POWERGRID against non-payment of monthly charges by long-term transmission customer, the same should be immediately replenished/recouped by long-term transmission customers before the next billing cycle.

(h) The format for bank guarantee is enclosed as **Annexure-X**. The Bank Guarantee shall be issued by

iv) A Public Sector Bank or

v) Scheduled Indian Bank having paid up capital(net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

vi) Any foreign Bank with overall International corporate rating or rating of long term debt not less than A –( A minus) or equivalent by reputed rating agency.

3.0 POWERGRID agrees to provide Long Term Open Access required by Long term transmission customer as per the details mentioned above and in accordance with the Regulations under the Central Electricity Regulatory Commission (Open Access in Interstate Transmission -Regulations 2004) and conditions specified by the CERC from time to time.

However, during the tenure of this agreement if any of the covenants and conditions recited in this agreement including agreements at Annexure- A, B, C and D found inconsistent with the provisions of the Electricity Act 2003 and/or applicable notifications/rules/regulations issued either by CERC or by GOI as per the provisions of the Electricity Act then notwithstanding any thing contained in the agreement referred to above, the said rules and regulations shall prevail.

4.0 Copy of the Agreements entered with Northern Region dated ----- (Annexure-A), Western Region dated ----- (Annexure-B), Eastern Region dated -----(Annexure-C) and Southern Region dated -----(Annexure-D) shall form part and parcel of this Agreement and accordingly, all terms and conditions of Agreements dated -----, -----, ----- and ----- shall mutatis mutandis apply to the Long term transmission customer. Any revision, replacement, modification and extension of these Agreements shall also apply to the Long term transmission customer.

5.0 (a) The Long term transmission customer shall not relinquish or transfer its rights and obligations specified in the Bulk Power Transmission Agreement, without prior approval of POWERGRID and CERC and subject to payment of compensation in accordance with the CERC Regulations issued from time to time.

(b)



- 6.0 (a) In case any of the developers fail to construct the generating station /dedicated transmission system or makes an exit or abandon its project, POWERGRID shall have the right to collect the transmission charges and/ or damages as the case may be in accordance with the notification/regulation issued by CERC from time to time. The developer shall furnish a Bank guarantee from a nationalized bank for an amount which shall be equivalent to Rs.5 (five)Lakhs/MW to compensate such damages. The bank guarantee format is enclosed as **Annexure-Y**. The details and categories of bank would be in accordance with clause 2 (h) above. The Bank guarantee would be furnished in favour of POWERGRID within 3 (three) months of signing of this Agreement.
- (b) This bank guarantee would be initially valid for a period of six months after the expected date of commissioning schedule of generating unit(s) mentioned at Annexure-1 or actual date of commissioning whichever is earlier. The bank guarantee would be encashed by POWERGRID in case of adverse progress of individual generating unit(s) assessed during coordination meeting as per para 7 below. However, the validity should be extended by concerned Long Term transmission customer(s) as per the requirement to be indicated during co-ordination meeting.
- (c) The POWERGRID shall build transmission system included at Annexure-3 keeping view of various commissioning schedules, however, till the completion of identified transmission elements the transfer of power will be based on the availability of system on short term basis.
- (d) In the event of delay in commissioning of concerned transmission system from its schedule, as indicated at Annexure-4 POWERGRID shall pay proportionate transmission charges to concerned Long Term Open Access Customer(s) proportionate to its commissioned capacity (which otherwise would have been paid by the concerned Long Term Open Access Customer (s) to POWERGRID) provided generation is ready and POWERGRID fails to make alternate arrangement for dispatch of power.

7.0. In order to monitor/ review the progress of generating units along with its direct evacuation lines and also the common transmission system, Joint co-ordination meeting with the representative of each developers and POWERGRID shall be held at regular interval (preferably quarterly) after signing of this Agreement.

8.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under

Regulation 35 of the CERC (open access in Inter-state Transmission) Regulations and under Electricity Act 2003.

9.0 The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Transmission/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

10. In the event of finalisation of beneficiaries by the developers the applicable transmission charges and other charges covered under this agreement would be payable by the concerned beneficiary. These charges would be effective only from the date of signing of agreement by concerned beneficiary with POWERGRID for the validity period of open access.

11. This Agreement shall be valid from the date of signing of this agreement till the validity of open access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case Long Term Transmission Customers continue to get transmission services from the POWERGRID even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

In witness whereof both the parties have executed this Agreement through their authorized representative.

**Witness**

**1. For and on behalf of  
POWERGRID CORPN. OF INDIA LTD.**

**Signature :..... Signature:.....**

**Name:..... Name:.....**

**Designation..... Designation.....**

**3. For and on behalf of**

**Company A**

**Signature :**.....

**Signature:**.....

**Name:**.....

**Name:**.....

**Designation**.....

**Designation**.....

..

.

**For and on behalf of  
Company Z**

**Signature :**.....

**Signature:**.....

**Name:**.....

**Name:**.....

**Designation**.....

**Designation**.....

**Annexure-1**

**List of Gen Projects and their beneficiaries**

**Details of Generation Projects .....**

Sl. No.	Applicant	Gen. Project Capacity (MW)	LTOA Applied for (MW)	Location	Time Frame (Unit wise)	Long Term Access granted				
						WR	SR	NR	ER	NER
1.										
2.										
3.										

**Annexure-2**

**Transmission system to be implemented by Generation project developers and its schedule of commissioning**

**Sl. Name of Scheme & Elements**

**No.**

- 1.
- 2.
- 3.
- 4.

**Note:**

- b) The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
- c) In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
- d) In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

**Annexure-3**

**Transmission System under the Scope of POWERGRID**

<b>Sl. No.</b>	<b>Name of Scheme &amp; Elements</b>
1.	
2.	
3.	

Note:

1. The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
2. In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
3. In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

#### **Annexure-4**

### **Transmission Charges for the transmission system of respective Generation Projects**

The transmission charges for different stages of the transmission system would be borne by the generation developers / beneficiaries as given below :

- The dedicated transmission system indicated at Annexure-2 i.e. from the generation switchyard up to various pooling points/substations shall be built, owned and operated by the generation project developer.
- However, some of the dedicated transmission system indicated at Annexure-3 i.e. from the generation switchyard up to various pooling points/substations shall be built, owned and operated by POWERGRID. The transmission charges for these dedicated transmission system shall be paid by the concerned generation developers.
- The charges for the transmission system (other than the dedicated system) indicated at Annexure-3 would be borne by the generation developers in proportion to capacity for which long term open access has been sought. The transmission charges will be corresponding to phased development of transmission system and in each time frame, charges should be shared by all the generation developer whose generation projects are scheduled to come up in that time frame or earlier.
- The long term Open Access Applicants would also have to share the applicable Regional transmission charges in proportion to the Long term capacity sought by them as per CERC norm.
- As the transmission system has been evolved considering target beneficiaries and tentative allocation indicated by the developer(s) in their application, some transmission strengthening may be required in the receiving end/region once the beneficiaries/quantum of allocation is finalized. The cost/tariff of such system strengthening would also have to be borne by the developer(s) as and when identified.
- In the event of default by any developer under Clause 5 and 6 of this Agreement, the transmission charges for the system mentioned at Annexure-3 would be shared by balance developers. However, the damages collected (if any) from the defaulting developer(s) under clause 5 & 6 of this agreement shall be adjusted for the purpose of claiming transmission charges from the balance (remaining) developers.

The composite transmission scheme would be developed in phases keeping in view the commissioning schedule of generation project. Depending upon the status of various generation projects as informed by different generation developers, the details of phasing of development of transmission system has been evolved. Details of staging are described as follows –

1.0 Stage-I

1.1 Generation project and its schedule

.....  
.....

1.2 Transmission System

1.2.1 Transmission system to be developed by the generation developer and its schedule

.....  
.....

1.2.2 Transmission system to be developed by POWERGRID and its schedule

.....  
.....

Sharing of transmission charges by above developers.

2.0 Stage-I

2.1 Generation project and its schedule

.....  
.....

2.2 Transmission System

2.2.1 Transmission system to be developed by the generation developer and its schedule

.....  
.....

2.2.2 Transmission system to be developed by POWERGRID and its schedule

.....

Sharing of transmission charges by above developers.

Note: In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.



**ANNEXURE-‘X’**

**PROFORMA FOR BANK GUARANTEE**  
(To be stamped in accordance with stamp Act)

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

To  
M/s Power Grid Corporation of India Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd. (hereinafter referred to as the ‘POWERGRID’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to transmission/ULDC/NLDC/ to .....having its registered office at \_\_\_\_\_(hereinafter referred to as the .....which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated.\_\_\_\_\_with charges valued at Rs.\_\_\_\_\_. And whereas the said Agreement has been unequivocally accepted by the .....and the .....having agreed to provide a Bank Guarantee in favor of the POWERGRID as payment security guaranteeing to bear the full charges of POWERGRID transmission system including charges for inter-regional links/ULDC charges/NLDC charges amounting to Rs.\_\_\_\_\_for a period of\_\_\_\_\_.

And whereas \_\_\_\_\_Bank, a body incorporated under the\_\_\_\_\_law, having its branch office at\_\_\_\_\_ - and its Registered/Head Office at\_\_\_\_\_hereinafter referred to as the ‘Bank’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the POWERGRID on its first written demand any and all monies payable by the .....in respect of the said transmission charges/ ULDC charges/NLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and .....or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges the guarantee. The decision of the

POWERGRID declaring the .....to be payment default as aforesaid shall be final and binding on the Bank.

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

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

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs.\_\_\_\_\_and it shall remain in force upto and including\_\_\_\_\_and shall be extended from time to time for such period (not exceeding one year), as may be desired by the .....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this.....day of.....2008 at.....

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
Official Address)

.....  
(Designation with Bank Stamp)

**Annexure-Y**

PROFORMA OF BANK GUARANTEE FOR  
PERFORMANCE

(To be stamped in accordance with Stamp Act)

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

To

Power Grid Corporation of India Ltd.  
B-9, Qutab Institutional Area,  
Katwaria Sarai,  
New Delhi – 110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the 'POWERGRID' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No.....dated.....with LONG TERM TRANSMISSION CUSTOMER (Name of Customer ..... with its Registered/Head office at .....(hereinafter referred to as the "LTOA CUSTOMER" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTOA customer in the said Agreement that in case of failure /delay to construct the generating station /dedicated transmission system or makes an exit or abandon its project by LTOA CUSTOMER, POWERGRID shall have the right to collect the transmission charges and or damages considering the total estimated capital investment to be made by POWERGRID for total scheduled injection by LTOA CUSTOMER for an amount which shall be equivalent to the amount calculated based on the scheduled MW capacity of the project @Rs. ....Lakh/MW to compensate such damages.

AND WHEREAS as per the aforesaid agreement LTOA customer is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 05 of the said Agreement.

We.....

(Name & Address of the Bank)

having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTOA CUSTOMER to the extent of .....as aforesaid at any time upto .....\*\*.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA CUSTOMER.

Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTOA CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....and it shall remain in force upto and including .....and

shall be extended from time to time for such period (not exceeding ..... year), as may be desired by M/s .....on whose behalf this guarantee has been given.

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

WITNESS

.....  
.....  
(Signature) (Signature)

.....  
.....  
(Name) (Name)

.....  
.....  
(Official Address) (Designation with Bank Stamp)

Attorney as per Power  
of Attorney No. ....

Date .....

NOTES:

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