



उत्तराखण्ड पावर कारपोरेशन लिमिटेड

(उत्तराखण्ड सरकार का उपक्रम)
Uttarakhand Power Corporation Limited
(A. Govt. of Uttarakhand Undertaking)
CIN: U40109UR2001SGC025867
Website: www.upcl.org

Letter No. **2636** /UPCL/CE(Comm)/SE-II/B-II/OA

Date: **14** /05/2026

Office Memorandum

Subject: - Regarding procedure for grant of connectivity and procedure related to Grant of Long-term Open Access in accordance with the UERC (Terms & Conditions of Intra-State Open Access) Regulations, 2015 and authorization of Officers to execute the Connection & Long Term Open Access Agreement.

In regard to above cited subject and in regard to the intra-State Open Access and connectivity of Open Access Customers (Consumer, Generating Station, trader, distribution licensee) which is governed by the UERC (Terms & Conditions of Intra State Open Access) Regulations, 2015, it is being informed to all officers of UPCL for necessary action as detailed below: -

- UREDA is issuing Letter of Award (LoA) to different project developers for installation and commissioning of Grid Connected Solar PV Power Project ('Generating Plant') under Type-II (Captive Solar Power Plant) of Uttarakhand State Solar Policy-2023 as & when applied by the interested parties.
- UERC (Terms & Conditions of Intra State Open Access) Regulations, 2015 provides for signing of "Connection Agreement" between Distribution Licensee and applicant in case applicant is seeking connectivity of its generating plant in distribution system for open access. Further, the provision also stipulates about application for connectivity in lines of the procedures to be laid by Distribution Licensee.
- UERC (Terms & Conditions of Intra State Open Access) Regulations, 2015 also defines Distribution Licensee as the Nodal Agency for granting open access, in case the Injection Point & Drawal Point lies in Distribution System and accordingly provides for signing of "Open Access Agreement" by Distribution Licensee and also stipulates about application for Open Access in lines of the procedures laid by Distribution Licensee.

That the Connectivity Procedures and Grant of Long Term Open Access Procedures have been prepared in lines of the provisions of the UERC (Terms &

वि०क्रासवि० गबर सिंह ऊर्जा भवन", कांवली रोड, देहरादून-248001, दूरभाष:0135-2762444 फैक्स: 91-135-2763839
"VCV Gabar Singh Urja Bhawan", Kanwali Road, Dehradun-248001 Tel. 0135-2762444 Fax: 91-135 -2763839



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Conditions of Intra State Open Access) Regulations, 2015 which had been approved by Committee of Directors, UPCL vide approval no.3285/MD/UPCL/A-1 dated 30.04.2026 whereby CoD has also authorised Superintending Engineer of Concerned Electricity Distribution Circle as the authorised officer on behalf of UPCL to sign the Connection Agreement where the Captive Generating Plant is connected and Superintending Engineer (Commercial) as the authorised officer on behalf of UPCL to sign the Open Access Agreement.

(N S Bisht)

Chief Engineer (Commercial)

Letter No. /UPCL/CE(Comm)/SE-II/B-II/OA Date: /05/2026

Copy forwarded to following for information and necessary direction in the matter:

1. SO-I, Managing Director, UPCL, V.C.V.G.S. Urja Bhawan, Kanwali Road, Dehradun.
2. Director (Distribution & Projects/Finance), UPCL, V.C.V.G.S. Urja Bhawan, Kanwali Road, Dehradun.
3. All Chief Engineer (Distribution), UPCL, Garhwal/Kumaon/Rudrapur/Haridwar Zone.
4. All Superintending Engineer, Electricity Distribution Circle with the remark to sensitize the officers/officials under your jurisdiction.
5. Superintending Engineer (IT), UPCL, V.C.V.G.S. Urja Bhawan, Kanwali Road, Dehradun with the remark to upload the Office Memorandum & enclosed procedures in Circulars as well as in Commercial tab.

(N S Bisht)

Chief Engineer (Commercial)



Procedure for Grant of Connectivity to Distribution System

In accordance with Uttarakhand Electricity
Regulatory Commission (Terms and
Conditions of Intra-State Open Access)
Regulations, 2015

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PROCEDURE FOR APPLICATION OF GRANT OF CONNECTIVITY TO
DISTRIBUTION SYSTEM

1. Outline

- 1.1 This Procedure is evolved in accordance with the various provisions of the "Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulation, 2015 and amendments thereof hereinafter referred to as "the Regulations". All applicants shall abide by the provisions of the Regulations, as amended from time to time, and the procedures laid down hereunder.
- 1.2 This Procedure shall apply to the Applications made for Grant of Grid Connectivity to the Distribution System at 33kV level and below of Uttarakhand Power Corporation Ltd. on or after the date notified by the Commission of coming into force of the Regulations.
- 1.3 Distribution Licensee means Uttarakhand Power Corporation Ltd.

2. Connectivity

- 2.1 Open Access Customers shall be eligible to obtain connectivity, unless already connected, at the voltage levels specified in UERC (The Electricity Supply Code, Release of New Connections and Related Matters) Regulations, 2020.

Provided RE Generators shall be granted connectivity at voltage levels, unless already connected, as per the provisions of the UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2023 and as amended from time to time.

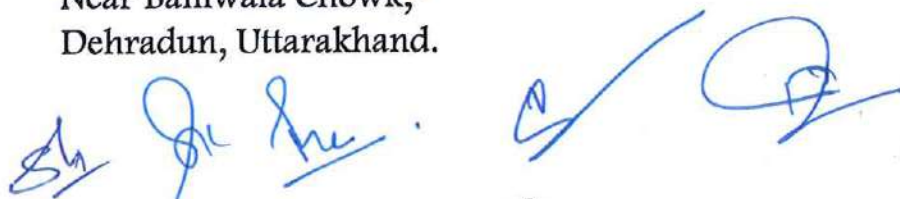
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- 2.2 The nodal agency for Grant of Connectivity in case where Drawal and Injection point is Distribution System shall be the Distribution Licensee i.e. UPCL.
- 2.3 Applicant requiring grant of "Connectivity" will be required to sign "Connection Agreement" with Distribution Licensee prior to the physical inter-connection. After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC.
- 2.4 Applicant shall also obtain approval from the Nodal Agency for Disconnection of the existing connectivity or Replacement of the existing generating units.
- 2.5 The scheduling jurisdiction and procedure, metering, energy accounting and accounting of Unscheduled Interchange (UI) charges would be as per UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015, UERC (Deviation Settlement Mechanism and Related Matters) Regulations, 2017, UERC (State Grid Code) Regulations, 2016 and as per the other relevant UERC Regulations and their amendments thereof from time to time.
- 2.6 The applicant shall have to comply with the provisions of the Regulations.

3. Procedure to Submit Application Form, Documents and Payment of Fee, etc.

- 3.1 The application for Grant of Connectivity to Distribution System should be submitted with "Application for Grant of Connectivity" clearly marked on the envelope. The application shall be addressed to

Chief Engineer (Commercial)
Uttarakhand Power Corporation Limited
VCV, Gabar Singh Urja Bhawan,
Near Balliwala Chowk,
Dehradun, Uttarakhand.



3.2 The application for Grant of Connectivity shall be made as per the application format (FORMAT-1). Applicant shall also submit the documents such as GST Certificate of the Company, PAN Card of the Company, Authorization Letter, Aadhar Card of the Authorized Signatory and Status of Infrastructure necessary for time-block wise energy metering and accounting & its healthiness (if already installed). Application shall be accompanied by a non-refundable fee of Rs 3.00 (Three) lakh as specified in the Regulations + Applicable Taxes.

Applicant shall also submit the additional information sought for planning of transmission/distribution system in a holistic manner.

3.3 Application fees are to be paid through DD in favor of Executive Engineer (HQ), UPCL Payable at Dehradun or can be directly credited to UPCL's Account electronically, through RTGS (Real-time gross settlement) as per details given below:

- Name of Bank: Punjab National Bank
- A/c No.: 4211002100004098
- Branch : M.B.I, Kanwali Road, Dehradun
- IFSC: PUNB0421100

Provided that proof of payment directly credited to above account verified by the concerned Bank Authority must be attached with the application.

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

3.5 Once an application has been filed and thereafter there has been any material change in the location of the generation project/drawl point or other change by more than 10 percent in the quantum of power to be interchanged with the distribution



system, the applicant shall file a fresh application along with applicable fees and the already filed application shall be considered disposed and application fee shall be forfeited.

3.6 If any applicant has already been granted connectivity but the process of construction of line or associated network/elements by the Distribution Licensee has not yet started and the applicant subsequently applies afresh with material changes or change (by more than 10 percent) in the quantum of power to be interchanged as mentioned in the foregoing, then the already granted connectivity shall stand cancelled.

3.7 Application for any minor changes, i.e. material change in location or change within 10 percent of the installed capacity or the quantum of power to be interchanged with the distribution system shall have to be re-submitted in the same application Format (FORMAT 1: "Application for Grant of Connectivity") marking Revision No. X (X-1 for first revision and so on for subsequent changes, if any).

3.5 The applicant shall adhere to the Commissioning schedule proposed at the time of application. Delay in Commissioning schedule may lead to rejection of the filed application for connectivity and application fee shall be forfeited.

3.8 In order to assess preparedness of applicant for receiving the connectivity, an applicant is required to submit along with its application, documents as detailed below and as applicable, in support of having initiated specific action with regard to project preparatory activities :-

a. 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 an indicated in the proposal filed with the competent authority for seeking environmental clearance.

b. Environmental clearance (if applicable) for the generating:

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

c. Forest Clearance (if applicable) for the land for the

generating plant: The applicant shall have to inform status on submission of requisite proposal, for the forest clearance, to the concerned administrative authority (first level submission).

d. 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.

e. 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 project developer as per the (FORMAT-2).

4. Grant of Connectivity

4.1 On receipt of the application, the distribution licensee shall, in consultation and through coordination with STU (if required), process the application and carry out the necessary inter-connection study as specified in the CEA Connectivity Regulations.

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- 4.2 The intimation for grant of connectivity shall be communicated to applicant within 30 days from the receipt of an application as per (FORMAT-3).
- 4.3 Applicant given intimation for Connectivity to the grid shall have to furnish additional details to Distribution Licensee for signing of "Connection Agreement" as per (FORMAT-4), These details are to be furnished to Distribution Licensee prior to physical interconnection, unless otherwise indicated by Distribution Licensee. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
- 4.4 The Distribution Licensee will process the above information and will intimate the Connection details.
- 4.5 Pursuant to such Connection details, the applicant shall have to sign "Connection Agreement" with Distribution Licensee prior to the physical inter- connection as per (FORMAT -5). After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC.
- 4.4 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 in accordance with the provisions of the Regulations.
- 4.5 However, generating station, including captive generating plant, which has been granted connectivity to the distribution system shall be allowed to undertake testing including full load testing by injecting its infirm power into the grid before being put into commercial operation, even before availing any type of open access, after obtaining permission of the concerned State Load Dispatch Centre and the Distribution Licensee, who shall keep grid

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security in view while granting such permission. The treatment of infirm power shall be as defined in these Regulations.

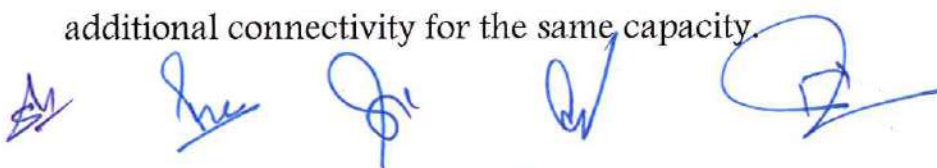
- 4.6 The Generating Station including Captive Generating Station shall submit likely date of synchronization, likely quantum and period of injection of infirm power before being put in commercial operation to the Distribution Licensee and SLDC at least one month a advance.

5. Construction of Dedicated Distribution System and associated elements

- 5.1 An applicant may be required 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.
- 5.2 The Applicant and Distribution Licensee shall comply with the provisions of CEA Connectivity Regulations. In cases where connectivity is given at Distribution Licensee's Sub-Station, the applicant shall bear the cost of bay, breaker etc. in the Distribution Licensee's sub-station and equipment required for transmission of real time data to SLDC in accordance with MCDAR (Metering Communication and Data Acquisition Requirement) mandated by SLDC in line with the provisions of the UERC (State Grid Code) Regulations, 2016.
- 5.3 The time frame for commissioning of the dedicated system would be before the actual date of commissioning or as desired by the applicant and agreed to by the distribution licensee, whichever is earlier.

6. Connectivity agreement with existing generators:

- 6.1 The applicant (Generator/bulk consumer) already connected to distribution system for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity.



6.2 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 the Regulations and these procedures.

7. Provision of Interface Meters

7.1 Applicant shall abide by the metering standards of Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and CERC (Indian Electricity Grid Code) Regulations, 2023, and UERC (State Grid Code) Regulations, 2016 and the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015.

7.2 Applicant including Generating plants irrespective of the capacity shall be provided with ABT compatible Special Energy Meters by the distribution Licensee for and at the cost of the applicant.

7.3 Applicant shall install energy accounting meter facility having provision for telemetry and communication devices for transmitting real time data to SLDC in accordance with MCDAR (Metering Communication and Data Acquisition Requirement) mandated by SLDC in line with the provisions of the UERC (State Grid Code) Regulations, 2016. The applicant generator has to contact Superintending Engineer (SLDC) for precise requirement of data at their end.

7.4 At the time of submitting the application for grid connectivity, the applicant shall incorporate the location of all meter(s) proposed to be provided in the single line diagram.

7.5 After approval of location of meters, the generating company shall not shift the meters without specific approval of distribution licensee.



8. General

- 8.1 The applicant shall keep the nodal agency and SLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC 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/UERC Regulations, State Grid Code of Uttarakhand 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 distribution system. 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 solve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of appropriate authority.
- 8.5 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related in grant of connectivity to distribution system shall be directed to UERC for redressal.

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Application for Grant of Connectivity

Sr No.	Particulars	
1	Details of the Applicant	
A	Full Name of the Applicant	
B	Full Address of the Applicant	
	(Please furnish addresses of Head Office, Registered Office, Site Office, Local Office etc)	
	(If Site Office, Local Office etc. have not been established as of now, the same may be furnished as soon as they have been established)	
C	Name and Designation of Authorized person(s) in various offices with Contact Land line Numbers, Mobile numbers, E-mail ID etc.	
	(i) For the purpose of signing correspondences;	
	(ii) For signing of documents such as agreements etc.	
D	Name and Designation of Contact person(s) in various offices with Contact Landline Numbers, Mobile numbers, E-mail ID etc.	
E	Nature of the Applicant	
	Generator (other than Captive)	
	Captive Generator/Consumer	
	Open Access Consumer	
2	Details of Ownership	
A	The power plant is set up by	
	(Please clearly specify A person/ Association of persons/Co- Operative society / others)	
B	Incorporation of the company	
	Date of incorporation/Registration	
	/ Place of incorporation/ Registration No./ Date of commencement of business	
C	Name and address of the Director(s) with Contact number, E-mail ID etc.	

D	Details of Principal shareholders / Partners / Members / Captive users with Contact Land line Numbers, Mobile numbers, E-mail ID etc.	
E	Purpose of Generation (Captive Usage/Sale of power to entity other than DISCOM)	
F	Percentage of power to be consumed in Captive Mode.	
3	Details of Investment proposed	
A	Percentage of Ownership	
	a) Promoters	
	b) Captive users	
	c) Others	
B	Confirmation that not less than 26% of ownership is held by the captive users (Yes or No)	
	If yes, furnish prescribed documents as per Commission's orders read with provisions of the Act/Rules/Regulations.	
4	Details of Generating Plant	
A	Name of the Generating Plant with postal address of site location	
B	Physical Location of the Generating Plant	
	SF No. / Village / Town, Taluk, District (showing the location of the Generator's site, nearby substations of Board and other land marks etc to physically identify the location of Generator)	
C	Type of Generating plant	
	Fossil fuel plant/Hydro/Thermal/Gas/ Co-Generation plant/Solar/ Waste heat recovery plant etc.	
D	Type of Primary fuel proposed in case the plant is a Fossil Fuel based one.	
E	Whether fuel linkage has been arranged, if so furnish complete details such as source etc.	
	(Agreements if any already executed, copy may be furnished.)	
F	Whether all the statutory clearances such as Electrical Inspector/GoU etc. have been obtained.	

	Copies of clearances obtained may be furnished. Action plan for the other clearances may be furnished. Copies of such clearances may be furnished as and when the same is received.	
G	Proposed plant capacity in MW	
	Unit-1	
	Unit-2	
H	Commissioning Schedule of the Generating Station	
	Unit-1:	
	Unit-2:	
I	In case of RE generator:	
	Wind	
	Make of WEG Rotor dia, Hub height	
	NIWE approval	
	Solar	
	Solar Generation unit/ Inverter-wise (MW and MVAR)	
	Voltage at interconnection point (Volt)	
J	If Co – generation plant / Waste heat recovery plant etc	
	(Please furnish type of industry, Process diagram and write up. Also furnish the supporting fuel proposed	
	And details about the linkages etc)	
5	Details of Captive User(s) (if any)	
A	Number of captive users engaged and proposed to avail supply	
B	Name and address of end user(s) with HT Sc No, Tariff, name of Distribution circle, Sanctioned Demand, drawl voltage may be furnished.	
C	Whether not less than 51% of the aggregate energy generated determined on an annual basis is	
	Proposed to be consumed for captive use as per the Regulation in proportion to their shares in ownership of the power plant.	
	Furnish the quantum of energy (approximate) proposed to be allotted in MW/MU on monthly basis to each captive users and the percentage of energy allotted to captive users on annual basis.	

D	Whether the captive users has been registered as open access customer (Yes/No)	
E	Whether any of the Captive User(s) are already availing supply from any of the CPP's? If so, complete details of such customers, the plants from which the power is availed with quantum in MW.	
F	In the event of the Captive user(s) availing power from more than One CPP the documents to be furnished a) The user shall undertake to the effect that any energy not adjusted against energy allotted shall be treated as lapsed b) The CPP shall undertake to the effect that any energy not adjusted to captive user for non consumption against allotment shall get lapsed	
G	1) Agreement period with captive user(user wise) 2) Date of commencement of Agreement. 3) User wise agreed quantum in MW/MU per month	
6	Details of Connectivity	
A	Capacity (MW) for which connectivity is sought or has been granted	
B	Date from which connectivity is required	
7	Details of Nearest 220/33kV or 132/33kV or 33/11 kV Sub-stations	
A	Sub-Station – 1	
B	Voltage levels available:	
C	Interconnection point	
D	Owner:	
E	Distance (Km)	
8	Details of DD/e-transaction (Application Fee)	
A	Amount (in Rs)	
B	DD/ Transaction No:	
C	Date:	
D	Bank Name:	
E	Branch Name:	

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AFFIDAVIT

In the matter of filing application to Uttarakhand Power Corporation Limited (UPCL) for grant of Connectivity under UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015.

- i. I,, S/o, working as.....,in, having its registered office at, do solemnly affirm and say as follows:

- ii. I am the Director of and am the representative in the above matter and am duly authorized to file the above application and to make this affidavit.

- iii. I submit that is a registered company Private Limited (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 and relevant Regulations of UERC, the company can file the enclosed application.

- iv. I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To be duly attested by Notary)





Intimation for Grant of Connectivity

1. Intimation No.:

Date:

2. Ref. Application No.:

Date:

3. Name of the Applicant:

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4. Address for Correspondence:

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.....

5. Nature of the Applicant:

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6. Details for Connectivity:

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

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6b. Point at which Connectivity is granted:

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6c. Date from which connectivity is granted:

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6d. Transmission System Required for Connectivity:

.....

6e. Implementing Agency for distribution system required for connectivity:

6f. Implementing Agency for transmission system required for connectivity:

6g. Agencies between which agreement is to be signed for implementation of distribution system required for connectivity:

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7. Location of the Generating Station / Bulk Consumer:

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8. Installed Capacity of the Generating Station:

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ADDITIONAL INFORMATION TO BE FURNISHED TO DISTRIBUTION LICENSEE FOR SIGNING OF "CONNECTION AGREEMENT" FOR CONNECTION TO DISTRIBUTION SYSTEM

A. DETAILS OF APPLICANT

1.	Name of the Applicant Company	
2.	Details of Grant of Connectivity (a) Connectivity Intimation No. (b) Date	
3.	Address for Correspondence	
4.	Contact Person 4.1 Prime Contact Person (a) Name (b) Designation (c) Phone No. (d) FAX (e) E-mail 4.2 Alternate Contact Person (a) Name (b) Designation (c) Phone No (d) FAX (e) E-mail	
5.	Status of Applicant Company (Please tick the appropriate box)	<input type="checkbox"/> Generating Station including Captive Generating Plant <input type="checkbox"/> Consumer
6.	Estimated time of completion of project	

(Handwritten signatures and initials in blue ink)

B. MAPS AND DIAGRAMS

1. Provide site plan in hard copy. The site plan should indicate following details:
 - a. The proposed location of the connection point
 - b. Generators
 - c. Transformer
 - d. Site building
2. 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.

C. DETAILS OF CONNECTION – GENERATION PLANT

1.	Type of Generation Plant (Hydro, Thermal, Gas, Solar etc.)	
2.	Rating of Generator Units	
3.	Maximum Export Capacity Required	
4.	Maximum Import Capacity required. This is the amount of import capacity that the site will require during start up (MVA)	

D. DETAILS OF CONNECTION – 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	

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4.	Month-wise Peak import required in MVA, MW and MVAR	
5.	Month-wise Energy requirement in MUs	

Authorized Signatory Of Applicant

Name :

Designation :

Seal :

Place :

Date :

1
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Connection Agreement

THIS AGREEMENT (herein called as Connection Agreement) is made on the [] day of [] 20[]

BETWEEN:

Uttarakhand Power Corporation Ltd., having its corporate office at V.C.V. Gabar Singh Urja Bhawan, Dehradun (hereinafter called the "DISCOM") 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 DISCOM shall act through its Superintending Engineer (Commercial), UPCL, V.C.V.G.S. Urja Bhawan, Kanwali Road, Dehradun;

And

M/s having its registered office at (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;

UPCL and applicant are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. Applicant has applied to DISCOM for connectivity of the Solar Plant Facility to the Distribution System and use of the Distribution System to transmit electricity to and or from the Facility through the Intra-State Transmission System & Distribution System.
- B. UERC has notified "Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulation, 2015, herein called "Open Access Regulations". Accordingly, the Connectivity and Connection Agreement shall be as per the provisions of the same in accordance with the provisions in the Electricity Act, 2003 & relevant UERC Regulations.
- C. DISCOM is required to sign this Connection Agreement in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015, to provide Connectivity of the Distribution system of UPCL to transmit electricity of the applicant power plant.
- D. DISCOM has agreed to the connectivity of the Solar Plant Facility to the Distribution System (via the applicant's Site-Related Connection Equipment) at, the Connection Point at Substation using the Distribution system of UPCL to transmit electricity.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- a. The parties shall abide by the Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2015, in respect of procedure of grant of connectivity, Uttarakhand Electricity Regulatory



Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2023 and other matters vis-à-vis Uttarakhand State Solar Policy 2023.

- b. The applicant, 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, 2022, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, Central Electricity Authority (Grid Standards) Regulations, 2010, CERC (Indian Electricity Grid Code) Regulations, 2023, and UERC (State Grid Code) Regulations, 2016 and their amendments notified/issued from time to time.
- c. The applicant shall be responsible for scheduling of power in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 in consultation and coordination with State Load Dispatch Center (SLDC) of Uttarakhand.
- d. The applicant shall provide necessary facilities for data communication for transfer of real time operational data from the meters such as voltage, frequency, real and reactive power flow, energy to Data Collection Points of UPCL & SLDC in accordance with MCDAR (Metering Communication and Data Acquisition Requirement) mandated by SLDC in line with the provisions of the UERC (State Grid Code) Regulations, 2016. The responsibility of data transfer shall be that of the applicant on its own cost in coordination with SLDC.

1.2 The Application for seeking Connectivity and their schedules which have been initiated by the parties and annexed herewith shall be deemed to form an integral part of this Agreement alongwith any additional information/documentation exchanged between the parties in regard to Connectivity.

1.3 Availability of Statutory/Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval including that of



DISCOM & transmission licensee (if required) for carrying out the works requiring connection to the distribution system and IaSTS respectively. Accordingly, the provisions of the Agreement dealing with the carrying out of the Works, either by the applicant or the DISCOM or transmission licensee (Power Transmission Corporation of Uttarakhand Ltd.) (unless otherwise agreed mutually) in all respects would be conditional and subject to the satisfaction of the concerned licensee that the necessary approvals/clearances are available with the applicant.

2. Agreement To Pay Charges And Costs

2.1 Agreement to Open Access Charges

The applicant declares that it shall pay the Open Access Charges to Uttarakhand Power Corporation Ltd. (UPCL), Power Transmission Corporation of Uttarakhand Ltd. (PTCUL) and State Load Dispatch Centre (SLDC) of Uttarakhand as the case may be as per the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time.

Further, the applicant also declares that it shall pay the Transmission Charges, Wheeling Charges including SLDC charges, for use of Intra-State Transmission System and Distribution 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 UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time and any other relevant/applicable regulations and Orders/Tariff Orders of Hon'ble UERC in this regard.

2.2 Agreement to Open Access Charges

The applicant declares that it shall pay the Open Access Charges to Uttarakhand Power Corporation Ltd. (UPCL), Power Transmission Corporation of Uttarakhand Ltd. (PTCUL) and State Load Dispatch Centre (SLDC) of Uttarakhand as the case may be as per the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time.

Further, the applicant also declares that it shall pay the Transmission Charges, Wheeling Charges including SLDC charges, for use of Intra-State Transmission System and Distribution 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



UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time and any other relevant/applicable regulations and Orders/Tariff Orders of Hon'ble UERC in this regard.

2.3 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of UPCL and/or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.), as the case may be, for accommodating the proposed connection in accordance with the applicable regulations.

2.4 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the applicant to the property of the UPCL or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.), as the case may be, which has been notified by the UPCL or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.) as the case may be, within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

3. Conditions Precedent to the implementation of the Commissioning

The applicant shall have to get appropriate Commissioning instructions prior to actually first charging of the equipment/unit through the grid. The charging instruction shall be issued only when the UPCL is satisfied (by acting reasonably) that:

- a) The Connection Works have been completed;
- b) The applicant has complied with all its obligations as set out in the Letter for installation and commissioning of power plant;
- c) The applicant has obtained necessary approvals like Safety Certificate from Electrical Inspectorate of Uttarakhand or any other required clearances etc. from competent authority;
- d) The applicant has complied with its obligations under 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, 2022, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 and their amendments notified/issued from time to time.



4. Metering

The applicant shall abide by the provisions of Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and CERC (Indian Electricity Grid Code) Regulations, 2023, and UERC (State Grid Code) Regulations, 2016 and the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time and accordingly maintain the Metering equipment, in accordance with the same.

5. Site Access

The applicant shall allow site access to the UPCL's employees and/or agents and/or invitees to carryout site investigation works, inspections, etc in the connection site of the applicant.

6. Conditions of access

Site access for the UPCL 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 asked. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant 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.

7. Transfer Assignment and Pledge

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

8. 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 be responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

9. 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 Chief Engineer (Commercial) or Director/Managing Director of UPCL and the authorized personnel of the other party.

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.

10. Force Majeure

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

- a) Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- b) 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;
- c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, distribution system of the UPCL, intra-state transmission system of the UPCL/PTCUL or any facility or system that is integral to and substantial for the performance of this agreement.
- d) Any event or circumstances of 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.

11. Confidentiality

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

- a) In the public domain,
- b) Already in 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.

12. Governing Laws and Jurisdiction

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

13. Time Period of Agreement

This agreement shall remain in force from the date of signing of this agreement till the normative useful life of the generating plant or from the date of connectivity till useful life of the generating plant whichever is earlier in accordance with the relevant Regulations.

14. Termination

This agreement shall naturally terminate on the date of expiry of Connection Agreement.

In cases where the generator requests for termination/cessation of the connection agreement, due to any reason at the end of generating plant, the same shall be verified at the level of DISCOM and accordingly connection agreement shall be terminated after giving 30 days notice to the generating plant.

Further due to any other reason, that modifies the basic ingredients of the Connectivity application or the connection agreement, this agreement shall cease to exist and shall be deemed terminated.

15. Amendments to the Connection Agreement

In case of Modification to point of connection like change in interconnection point, up gradation 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.

This agreement is subject to scrutiny from Hon'ble UERC and any changes/observations suggested/directed by Hon'ble UERC in this agreement shall be binding upon both the parties and accordingly the ratified & amended agreement (if any) shall be mandatorily signed between the parties.

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

Signed for and on behalf of:-

[Applicant]

Name:

Designation:

Company Name:

Address:

Signed for and on behalf of:-

[UPCL Details]

Name:

Designation:

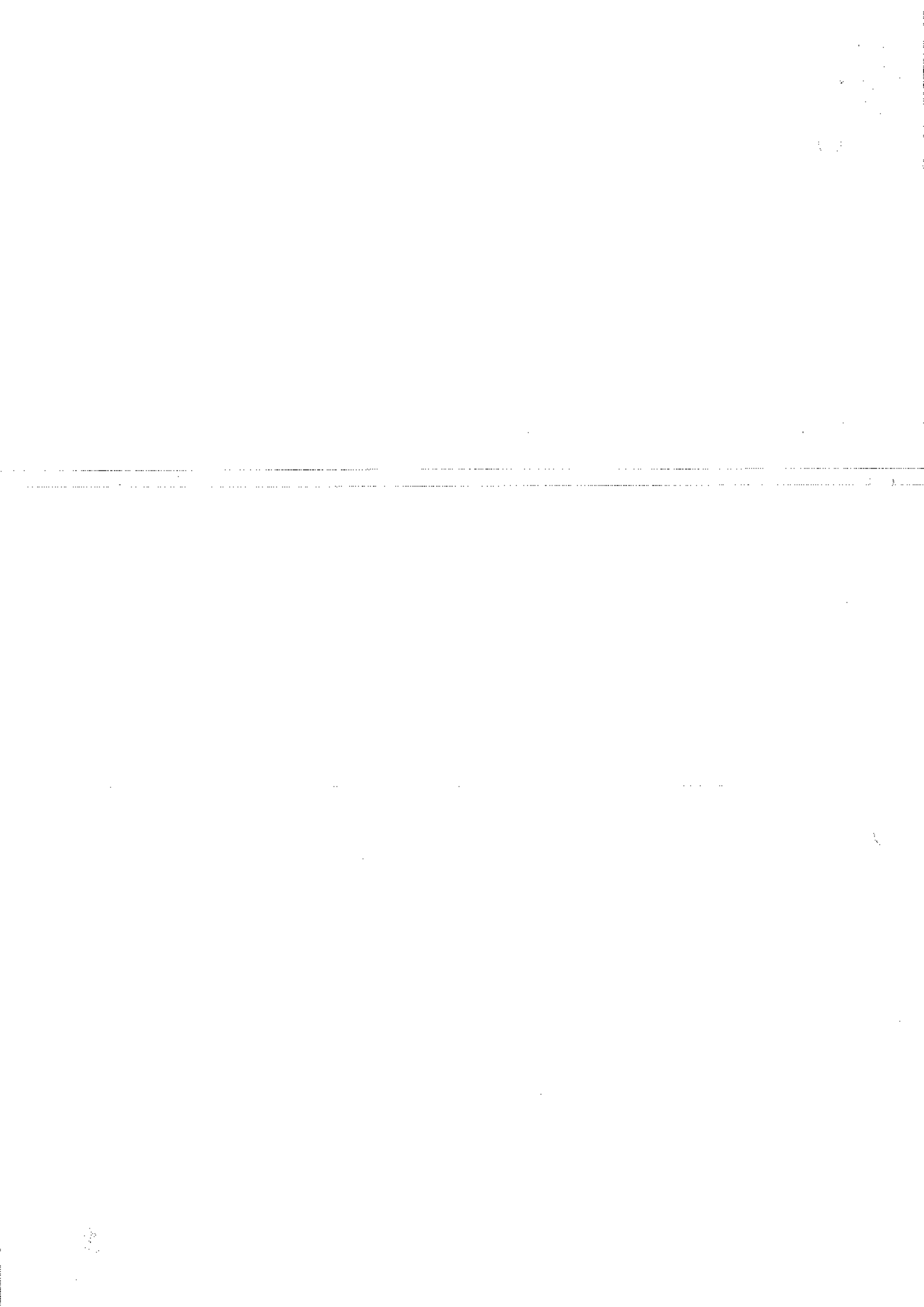
Company Name:

Address:

Witness:

Witness:







Procedure for Application of Long Term
Open Access where Drawal & Injection
Points are connected at Distribution
System

In accordance with Uttarakhand Electricity
Regulatory Commission (Terms and
Conditions of Intra-State Open Access)
Regulations, 2015

[Handwritten signatures in blue ink]

**PROCEDURE FOR APPLICATION OF GRANT OF LONG TERM OPEN
ACCESS WHERE DRAWAL & INJECTION POINTS ARE CONNECTED AT
DISTRIBUTION SYSTEM**

1. Outline

- 1.1 This Procedure is evolved in accordance with the various provisions of the "Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulation, 2015 and amendments thereof hereinafter referred to as "the Regulations". All applicants shall abide by the provisions of the Regulations, as amended from time to time, and the procedures laid down hereunder.
- 1.2 This Procedure shall apply to the Applications made for Grant of Long Term Open Access where drawal and Injection Points are connected in the system of Distribution Licensee and shall be applicable on or after the date notified by the Commission of coming into force of the Regulations.
- 1.3 Distribution Licensee means Uttarakhand Power Corporation Ltd.

2. Open Access

- 2.1 Consumers shall be eligible for Open Access to the distribution system of a distribution licensee on payment of charges as determined by the Hon'ble Commission in accordance with the above regulations.
- 2.2 Open Access shall be permissible to the consumers located within the area of the distribution licensee of the State having contracted load of 100 kVA & above and connected to the distribution system of licensee at 11kV or above and are connected as per the eligibility defined in the regulations.

The nodal agency for Grant of Open access i.e. Long-Term Open Access, Medium-term Open Access and Short-Term Open Access (for the period as defined in the Regulations) in case where Drawal and Injection point are connected at Distribution System, shall be the Distribution Licensee i.e. UPCL.



- 2.3 Applicant requiring grant of "Open Access" will be required to sign "Agreement" with Distribution Licensee.
- 2.4 After grant of long-term open access, Nodal Agency shall inform the SLDC so that it can consider the same while processing other requests for grant of open access, received under these regulations.
- 2.5 The scheduling jurisdiction and procedure, metering, energy accounting and accounting of Unscheduled Interchange (UI) charges would be as per UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015, UERC (Deviation Settlement Mechanism and Related Matters) Regulations, 2017, UERC (State Grid Code) Regulations, 2016 and as per the other relevant UERC Regulations and their amendments thereof from time to time.
- 2.6 The applicant shall have to comply with the provisions of the relevant Regulations.

3. Procedure to Submit Application Form, Documents and Payment of Fee, etc.

- 3.1 The application for Grant of Long Term Open Access should be submitted with "Application for Grant of Open Access" clearly marked on the envelope. The application shall be addressed to

Chief Engineer (Commercial)
Uttarakhand Power Corporation Limited
VCV, Gabar Singh Urja Bhawan,
Near Balliwala Chowk,
Dehradun, Uttarakhand.

- 3.2 The application for Grant of Long Term Open Access shall be made as per the application format (FORMAT-1). Applicant shall also submit the PPA or sale purchase agreement of power alongwith other documents such as GST Certificate of the Company, PAN Card of the Company, Authorization Letter, Aadhar Card of the Authorized Signatory and Status of Infrastructure necessary for time-block wise energy metering and accounting & its healthiness (if already installed).



Where the Applicant is a consumer seeking open access, then the same shall also submit an affidavit of not having entered into any power sale agreement (PSA) or any bilateral agreement for sale of power for the capacity (quantum of power) for which open access is sought.

Application shall be accompanied by a non-refundable fee of Rs 50,000/- (Rupees Fifty Thousand) as specified in the Regulations + Applicable taxes.

Application shall also be accompanied by a Bank Guarantee of Rs 10,000/- (Rupees Ten Thousand) per MW of the total power to be transmitted in the format **(Format-2)**. The Bank Guarantee shall be kept valid and subsisting till the execution of the long-term open access agreement and plus the claim period of 06 months.

The Bank Guarantee may be encashed by the Nodal Agency, if the application is withdrawn by the applicant or the long-term access is relinquished prior to its operationalization when augmentation of system is not required.

Further to mention that applicant shall also submit Bank Guarantee for the construction phase in case augmentation of transmission/distribution system is required in accordance with the regulations.

Applicant shall also submit the additional information sought for planning of transmission/distribution system in a holistic manner.

3.3 Application fees are to be paid through DD in favor of Executive Engineer (HQ), UPCL Payable at Dehradun or can be directly credited to UPCL's Account electronically, through RTGS (Real-time gross settlement) as per details given below:

- Name of Bank: Punjab National Bank
- A/c No.: 4211002100004098
- Branch : M.B.I, Kanwali Road, Dehradun
- IFSC: PUNB0421100

Provided that Demand Draft must be attached with the Application.



Provided further that proof of payment directly credited to above account verified by the concerned Bank Authority must be attached with the application.

- 3.4 An incomplete Application and/or an Application not found to be in conformity with these Procedures and Regulations, shall not be considered and shall be rejected.
- 3.5 Once an application has been filed and thereafter there has been any material change in the location of the applicant or change by more than 10 percent in the quantum of power to be interchanged with the distribution system, the applicant shall file a fresh application along with applicable fees and the already filed application shall be considered disposed and application fee shall be forfeited.
- 3.6 Application for any minor changes, i.e. material change in location or change within 10 percent of the installed capacity or the quantum of power to be interchanged with the distribution system shall have to be re-submitted in the same application Format (FORMAT 1: "Application for Grant of Long Term Open Access") marking Revision No. X (X-1 for first revision and so on for subsequent changes, if any).

4. Grant of Long Term Open Access

- 4.1 On receipt of the application, the distribution licensee processes the application and carry out the necessary system study in coordination with Transmission Licensee (if required) as specified in the Regulations.
- 4.2 Based on the system studies, the distribution licensee shall specify the distribution system that would be required to give long term open access. In case augmentation in the existing system is required, the same may be informed to the applicant.
- 4.3 Applicant shall sign an agreement for Long Term Open Access with Distribution Licensee (Format-3) which shall contain the date of commencement of long term open access, the point of injection of power into the distribution system and the point of drawal from the distribution system.



4.4 After grant of long-term open access, Nodal Agency shall inform the SLDC so that it can consider the same while processing other requests for grant of open access, received under these regulations.

5. Charges

5.1 Open Access Customer shall be required to pay the following charges in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015 and amendments thereof :-

- Transmission Charges
- Wheeling Charges
- SLDC and System Operation Charges
- Cross Subsidy Surcharge
- Additional Surcharge
- Standby Charges
- Other Charges whenever imposed by the CERC or the SERC shall be payable by the Open Access Customers

5.2 Billing, Charges payable, Late Payment Surcharge, Payment Security Mechanism shall be in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015 and amendments thereof and applicant shall adhere to same.

6. General

6.1 The applicant shall keep the nodal agency and SLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC 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.

6.2 All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.

The image shows five handwritten signatures in blue ink, arranged horizontally. The signatures are stylized and vary in length and complexity, representing different individuals or entities.

- 6.3 The applicant shall abide by the provisions of the Electricity Act, 2003, UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015, UERC (State Grid Code) Regulations, 2016, CERC (Indian Electricity Grid Code) Regulations, 2023 and other relevant regulations of CERC, UERC & CEA and their amendments thereof from time to time.
- 6.4 This procedure aims at easy and pragmatic disposal of applications made for Grant of Long Term Open Access. 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 solve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of appropriate authority.
- 6.5 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related in grant of Long Term Open Access shall be directed to UERC for redressal.



FORMATS for Long-Term Open Access

APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS
(to be submitted by the customer to Discom)

To: Chief Engineer (Commercial)

1	Customer Application No.	Date
2	Period of Transaction	
3	Nature of Customer*	

<*In terms of power transfer>

4	Customer Name	
5	Registration Code	Valid up to

<*Registration code shall be provided by SLDC>

6	Details of Transaction Party's to Grid		
		Injecting Entity	Drawee Entity
	Name of Entity		
	Status of Entity*		
	Utility in which it is embedded		

<*In terms of Ownership-State Utility/CPP/IPP/ISGS/Discom/Consumer/specify, if any other>

7	Details of Injecting/Drawee Connectivity with intra-State System			
			Injecting Entity	Drawee Entity
	Name of Sub-station	Transmission		
		Distribution		
	Voltage level	Transmission		
		Distribution		
	Point of Connection with Distribution System			
	Name of Licensee (Owner of S/S)			
	Intervening intra-State Licensee			
	Intervening inter-State Licensee			

8	Open Access Soughtfor (Period from date _____ to _____)				
	Date		Hours		Capacity
	From	To	From	To	MW

9	Details of PPA/PSA/MoU				
	Name & Address of Parties	Date of PPA/PSA/MoU	Validity Period		Capacity MW
			Commencement	Expiry	

10	Details of Non-Refundable Application Fee Made				
	Bank Details	Instrument Details			Amount
		Type(Draft/Cash)	Instrument No.	Date	

FORMAT-LT1: APPLICATION FOR GRANT OF LONG-TERM OPENACCESS

FORMATS for Long-Term Open Access

11. I hereby authorize DISCOM i.e. UPCL to process said application, in case open access capacity allotted, for day-ahead scheduling in accordance with the provisions of the relevant regulations.
12. I do hereby certify that the required infrastructure for energy metering and time block wise accounting is in place
13. I also provide the undertaking that all Charges in accordance with UERC (Terms and Conditions for Intra State Open Access) Regulations, 2015 shall be paid by us.
14. I also provide the undertaking that Distribution and Transmission losses in accordance with UERC (Terms and Conditions for Intra State Open Access) Regulations, 2015 shall be borne us.

15. Declaration

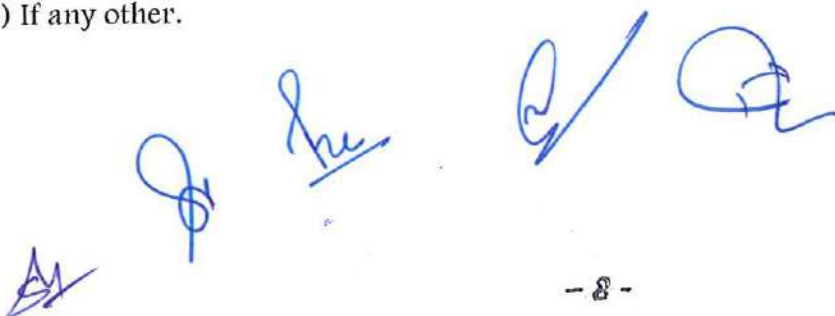
All Entities/Utilities to transaction shall abide by provisions of the Electricity Act, 2003(the Act), UERC (Terms and Conditions for Intra State Open Access) Regulations. 2015 and any other relevant regulation/order/ code as amended from time to time.

Place:
Date:

Signature (with stamp)
Name & Designation

Enclosures-

- (1) Non-refundable application fee by Demand draft or cash receipt or any other mode acceptable to the Nodal Agency.
- (2) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.
- (3) If any other.



Long Term Access Agreement

THIS LONG TERM ACCESS AGREEMENT (herein called as LTAA) is made on the [] day of [] 20[]

BETWEEN:

Uttarakhand Power Corporation Ltd.having its corporate office at V.C.V. Gabar Singh Urja Bhawan, Dehradun (hereinafter called the "DISCOM") 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 Agreement the DISCOM shall act through its Superintending Engineer (Commercial), UPCL, V.C.V.G.S. Urja Bhawan, Kanwali Road, Dehradun;

and

M/.....(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;

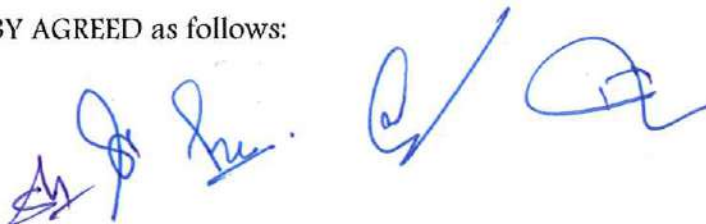
UPCL and applicant are hereinafter collectively referred to as "Parties" and individually as "Party".



WHEREAS:

- A. M/svide application dated.....has applied to the UPCL for Long Term Access from Solar Plant ofto transmit electricity from the Facility through the Intra-State Transmission System/ Distribution System to having sanction load of (SCNo.) from the date of signing of the agreement till
- B. UERC has notified "Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulation, 2015, herein called "Open Access Regulations". Accordingly, the long term access shall be as per the provisions of the same in accordance with the provisions in the Electricity Act, 2003 & relevant UERC Regulations.
- C. DISCOM is required to sign this Long Term Access Agreement in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015, to provide Long term Access of distribution facilities for transfer of power.
- D. In accordance with UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015, DISCOM has granted Long Term Access from the date contained therein & drawal of the power to and injection point of power fromas mentioned in "Approval for Long Term Open Access".
- E. The Applicant shall furnish Letter of Credit/Fixed Deposit Receipt for requisite amount in favour of Concerned Executive Engineer(s) (Electricity Distribution Division) of UPCL having jurisdiction of drawing entity/entities for collection of applicable open access charges towards Payment Security Mechanism in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015 before the commencement of LTA.

IT IS HEREBY AGREED as follows:



1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- a. The parties shall abide by the Uttarakhand Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendments thereof in respect of procedure of grant of long term open access and other matters vis-à-vis Uttarakhand State Solar Policy 2023.
- b. The connectivity of the Solar Plant of M/s shall be in accordance with the Technical Feasibility Report provided by Executive Engineer, EDD, vide letter no. dated and subsequently executed Connection Agreement between DISCOM & M/s
- c. The applicant, 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, 2022, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, Central Electricity Authority (Grid Standards) Regulations, 2010, CERC (Indian Electricity Grid Code) Regulations, 2023, and UERC (State Grid Code) Regulations, 2016 and their amendments notified/issued from time to time.
- d. The applicant shall be responsible for scheduling of power in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 in consultation and coordination with State Load Dispatch Center (SLDC) of Uttarakhand.

1.2 The Application for seeking long term open access and their schedules which have been initiated by the parties and annexed herewith shall be deemed to form an integral part of this Agreement alongwith any additional information/documentation exchanged between the parties in regard to Long Term Open Access.



1.3 Availability of Statutory/Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval including that from UPCL & transmission licensee (if required). Accordingly, the provisions of the Agreement in all respects would be subject to the conditions and satisfaction of the concerned authority issuing the necessary approvals/clearances.

2. Agreement to Pay Charges And Costs

2.1 Agreement to Pay Open Access Charges

The applicant declares that it shall pay the Open Access Charges to UPCL, STU and SLDC as the case may be as per the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time.

The applicant declares that it shall adhere to the Billing, Charges payable, Late Payment Surcharge, Payment Security Mechanism in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulation, 2015 and amendments thereof.

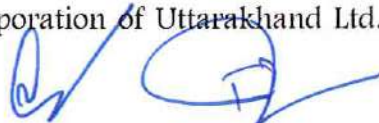
Further, the applicant also declares that it shall pay the Transmission Charges, Wheeling Charges including SLDC charges, for use of Intra-State Transmission System and Distribution System, as and when Long term access is availed by the applicant, in accordance with the UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time and any other relevant/applicable regulations and Orders/Tariff Orders of Hon'ble UERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of UPCL and/or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.), as the case may be, for accommodating the proposed connection in accordance with the applicable regulations.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the applicant to the property of the UPCL or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.), as the case may be, which has been notified by the UPCL or PTCUL (Power Transmission Corporation of Uttarakhand Ltd.) 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 bear Losses

The applicant declares that it shall bear the Distribution Losses and Transmission Losses on the power drawn from Open Access as the case may be as per the provisions of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015 and its amendment from time to time.

3. Site Access

The applicant shall allow site access to the UPCL's employees and/or agents and/or invitees to carryout site investigation works, inspections, etc. at the electricity supply connection site of the applicant.

4. Conditions of access

Site access for the UPCL 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 asked. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant 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.

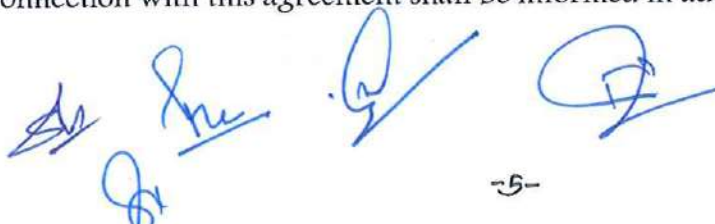
5. Transfer Assignment and Pledge

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

6. 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 be responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.



7. 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 Chief Engineer (Commercial) or Director/Managing Director of UPCL and the authorized personnel of the other party.

In the event of unresolved disputes or differences, the same shall be dealt in accordance with the provisions of 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.

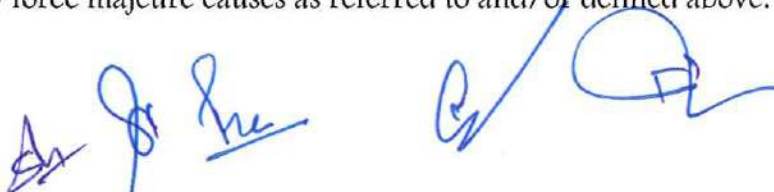
8. Force Majeure

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

- (a) Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- (b) 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;
- (c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, distribution system of the UPCL, intra-state transmission system of the STU or any facility or system that is integral to and substantial for the performance of this agreement.
- (d) Any event or circumstances of 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.



9. Confidentiality

The parties shall keep in confidence any information obtained under this 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 expiry/termination of Agreement.

10. Governing Laws and Jurisdiction

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

11. Time Period of Agreement

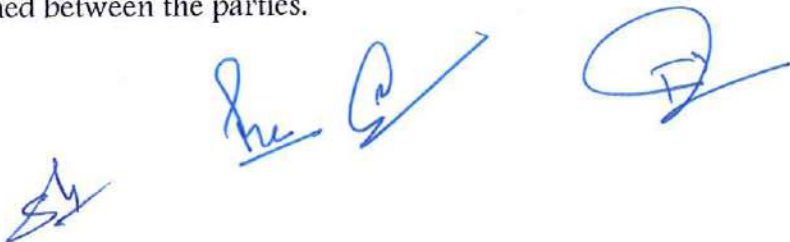
This agreement shall remain in force from the date of signing of this agreement till

12. Termination

This agreement shall naturally terminate on the date of expiry of Long Term Open Access. In other cases, where the drawee entity (Open Access Consumer) or the injecting entity of the Open Access Consumer goes for augmentation of voltage level of connected electrical network line from distribution level voltage to transmission level voltage due to capacity augmentation or any other reason, this agreement shall cease to exist and shall be deemed terminated.

The cases where open access consumer changes due to change in ownership or due to any other reason, or its injecting entity changes, or any other changes, that modifies the basic ingredients of the Long Term Open Access application, this agreement shall cease to exist and shall be deemed terminated.

13. This agreement is subject to scrutiny from Hon'ble UERC and any changes/observations suggested/directed by Hon'ble UERC in this agreement shall be binding upon both the parties and accordingly the ratified & amended agreement (if any) shall be mandatorily signed between the parties.



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

Signed for and on behalf of:-

[Applicant]

Name:

Designation:

Company Name:

Address:

Witness:

Signed for and on behalf of:-

[UPCL Details]

Name:

Designation:

Company Name:

Address:

Witness:

