



ELECTRICITY REGULATORY COMMISSION

(Electricity sector regulator of the Government of Nepal)



विद्युत नियमन आयोग सानो गौचरण, काठमाडौं

राय, सल्लाह, सुझाव तथा प्रतिक्रिया उपलब्ध गराईदिने सम्बन्धी सूचना

मिति: २०८३।०६।२६ गते

यस आयोगद्वारा तयार गरिएको Captive Power Plant Directive for Open Access, 2083 र Connectivity Directive for Open Access 2083 को मस्यौदा आयोगको वेबसाइटमा प्रकाशित गरिएको छ। साथै, उक्त मस्यौदाहरू उपर ३० दिन भित्र राय, सल्लाह, सुझाव तथा प्रतिक्रिया उपलब्ध गराईदिनुहुन समेत सम्पूर्ण सरोकारवालाहरूमा अनुरोध छ।

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ELECTRICITY REGULATORY COMMISSION (CONNECTIVITY) DIRECTIVES, 2083



Electricity Regulatory Commission

Sano Gaucharan, Kathmandu, Nepal

Bhadra, 2083 (September 2026)

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CONNECTIVITY DIRECTIVES, 2083

PREAMBLE

With the objective of establishing a robust regulatory framework and non-discriminatory technical standards to be adhered to by all grid users, thereby ensuring the safe, reliable, integral, stable, and efficient connection of generating stations and consumer systems to the Integrated Nepal Power System (INPS), while facilitating a competitive and transparent open access environment within the electricity market of Nepal,

Now, therefore, the Commission, in exercise of the powers conferred on it by section 43 of the Electricity Regulatory Commission Act, 2074 (2017 AD) and as mandated by Section 12(a,b,c and d) thereof hereby makes the following Directives: -

CHAPTER 1 PRELIMINARY

1. Short Title, Commencement, and Scope

- a) These Directives shall be cited as the “Connectivity Directives, 2083” (hereinafter referred to as "these Directives" or "the Connectivity Directives").
- b) These Directives shall come into force on the date of notification by the Commission;
- c) These Directives shall extend to and apply throughout the territory of Nepal and shall be binding upon all generating companies, transmission licensees, distribution licensees, system operators, Open Access Users, market participants, captive users, designated agencies, and any other person or entity seeking connection to, or already connected to, the Integrated Nepal Power System (INPS).

2. Definitions

In these Directives, unless the context otherwise requires, the following expressions shall have the meanings assigned to them hereunder:

- a) **"Act"** means the Electricity Regulatory Commission Act, 2017;
- b) **"Applicant"** means any person, entity, or licensee who makes a formal application to the Nodal Agency for the grant of connectivity to the Grid under these Directives;
- c) **"Bulk Consumer"** means an electricity consumer who draws power at high voltage directly from the transmission or sub-transmission system, having a contracted demand at or above the threshold prescribed by the Commission from time to time;

- d) **"Captive Generating Plant"** means a power plant set up by any person to generate electricity primarily for his own use, in accordance with the provisions of the Electricity Act, 2049 BS (1992 AD);
- e) **"Captive User"** means a person who has established a captive generating plant and uses the electricity so generated for his own consumption and may include a group captive arrangement.
- f) **"Commission" or "ERC"** means the Electricity Regulatory Commission of Nepal, constituted under the Electricity Regulatory Commission Act, 2074 (2017 AD);
- g) **"Commissioning"** means the process of bringing a generating unit, electrical plant, or transmission facility into service for the first time following construction, erection, and testing, up to and including the date of first synchronization with the Grid and all post-synchronization testing required for commercial operation;
- h) **"Connection Agreement"** means the agreement executed between the Nodal Agency and the Applicant (and, where applicable, the National Transmission Utility or any other transmission licensee) setting out the terms, conditions, technical specifications, and obligations relating to the connection of the Applicant's facility to the Grid;
- i) **"Connection Facilities"** means the equipment, plant, and infrastructure installed at or near the Point of Connectivity, including switchgear, protection systems, metering equipment, communication equipment, and associated civil works, required to physically and electrically connect the Applicant's facility to the Grid;
- j) **"Connectivity"** means the grant of the right to physically and electrically connect a generating station, transmission network, distribution system, or consumer installation to the Grid at a specified Point of Connectivity, subject to the terms and conditions of the Connection Agreement and these Directives;
- k) **"Commercial Operation Date" or "COD"** means the date on which a generating unit or electrical facility is declared to be in regular commercial service following successful completion of all commissioning tests and formalities, as communicated by the Applicant to the Nodal Agency;
- l) **"Designated Agency/ies"** means an agency established by federal, provincial or local government with specific mandate of development and operation of energy infrastructure to meet objectives;
- m) **"Deviation"** has the same meaning as assigned to it in the DSM Directives;
- n) **"Distribution Licensee" or "Discom"** means a licensee authorised to operate, maintain, and develop a distribution system for the purpose of supplying electricity to consumers within a specified area of supply;
- o) **"Distribution System"** means the system of wires, cables, and associated equipment used for the distribution of electricity from a receiving station to the consumer's premises, operating at voltages below 11kV or as defined by the Grid Code;
- p) **"DSM Directives"** means the Electricity Regulatory Commission (Deviation Settlement Mechanism and Related Matters) Directives, 2082;
- q) **"Electricity Act"** means the Electricity Act, 2049 BS (1992 AD);

- r) **"Force Majeure"** means an event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, earthquakes, floods, epidemics, war, civil unrest, strikes, acts of terrorism, or any action of a governmental authority, which prevents or delays the performance of an obligation under these Directives or the Connection Agreement;
- s) **"Generating Company"** means any company or body corporate, or any person, that owns or operates a generating station and holds a valid generation license or generation permit issued by the Government of Nepal or the Commission;
- t) **"Generating Station"** means a facility comprising one or more generating units together with associated plant, equipment, and infrastructure used for the generation of electricity, including hydropower plants, solar power plants, wind power plants, thermal plants, and energy storage systems;
- u) **"Grid"** means the high-voltage transmission system as assigned by the Electricity Act, 1992.
- v) **"Grid Code"** means the Nepal Electricity Grid Code, 2080, as specified by the Commission;
- w) **"In-Principle Grant of Connectivity"** means a provisional approval issued by the Nodal Agency to an Applicant confirming that the application for connectivity has satisfied the technical and procedural requirements of these Directives and the Grid Code, subject to the fulfilment of such further conditions as may be stipulated therein, and upon which the Applicant may proceed to execute the Connection Agreement;
- x) **"Infirm Power"** means electricity injected into the Grid by a generating station prior to the Date of Commercial Operation of any unit of that station, during commissioning, testing, or trial runs;
- y) **"Integrated Nepal Power System" or "INPS"** means the integrated alternating current (AC) power system of Nepal comprising all generating stations, transmission networks, distribution networks, and associated equipment that are electrically interconnected and operated as a single synchronized system under the jurisdiction of the System Operator;
- z) **"Interconnection Study"** means the technical study conducted by the Nodal Agency to assess the impact of the proposed connection of an Applicant's facility upon the security, stability, reliability, and power quality of the Grid, and to determine the Point of Connectivity, required interconnection facilities, and any necessary grid reinforcements;
- aa) **"Licensee"** means any person holding a valid license issued by the Government of Nepal or any designated entity for the generation, transmission, distribution, trade, or use of electricity within Nepal;
- bb) **"Material Change"** means any change to an application for connectivity or to a Connection Agreement that involves a change in the geographical location of the generating plant or electrical plant, a change in the Point of Connectivity or injection/drawl point, a deviation of fifteen percent (15%) or more in the quantum of power to be injected, drawn, or interchanged through the Grid;
- cc) **"Metering Directives"** means the Electricity Regulatory Commission (Installation and Operation of Meters) Directives issued by the Commission;
- dd) **"Nodal Agency"** means the Nodal Agency as defined in the Open Access Directives;

- ee) **"Non-Material Change"** means any change to a Connection Agreement that does not constitute a Material Change, including but not limited to re-allocation of bays, minor updates to technical specifications or drawings, or changes in contact information or administrative details;
- ff) **"Open Access"** has the same meaning assigned to it in the Open Access Directives;
- gg) **"Open Access Directives"** means the "Directives on Open Access in Electricity Transmission and Distribution System, 2082";
- hh) **"Open Access User"** means a person who has been granted the right to access and use the transmission system and/or distribution system of the licensee(s) on a non-discriminatory basis in accordance with the Open Access Directives;
- ii) **"Point of Connectivity"** means the electrical point, including the relevant busbar, switchgear, or connection bay at a substation or switching station, at which the Applicant's facility is connected to the Grid as determined by the Nodal Agency pursuant to the Interconnection Study;
- jj) **"Protection System"** means the combination of protective relays, current transformers, voltage transformers, circuit breakers, and associated equipment installed at a facility or Point of Connectivity for the purpose of detecting and isolating electrical faults to protect the Grid, connected equipment, and persons from damage or danger;
- kk) **"Special Energy Meter" or "SEM"** has the same meaning as assigned to it in the Metering and Communications Directives, and generally refers to an advanced electronic energy-measuring device capable of recording and communicating interval energy and demand data, installed at the Point of Connectivity for commercial metering purposes;
- ll) **"System Operator"** means the system operator defined in the OA Directives;
- mm) **"Transmission System"** means the system of high-voltage lines, cables, substations, and associated equipment used for the transmission of bulk electricity from generating stations to distribution networks or to large consumers, operating at voltages at or above the level specified in the applicable regulations.
- nn) **"Working Day"** means any day other than a public holiday declared by the Government of Nepal, on which banks and government offices are open for normal business transactions;

CHAPTER 2 ELIGIBILITY CRITERIA

3. Legal Eligibility

Any applicant seeking to connect to the Grid shall, as a prerequisite, possess the requisite legal standing to operate within the electricity sector of Nepal. An applicant shall be deemed legally eligible if:

- a) the applicant holds a valid license, or authorization issued by the Government of Nepal, the Commission, or any other entity duly authorized by the Government of Nepal for the undertaking of generation, transmission, distribution, trade, or use of electricity; or
- b) The applicant is a government entity or designated agency expressly authorized under the applicable law to undertake activities in the electricity sector.

4. Technical Eligibility

- a) Any Licensee permitted for the generation, transmission, distribution, or trade of electricity within Nepal, and who fulfilling the applicable technical standards for connectivity as prescribed in the Grid Code and these Directives, shall be deemed technically eligible to make a formal application for the grant of connectivity to the Grid.
- b) Notwithstanding Sub-clause (a) above, in the context of Open Access, an applicant shall, in addition to meeting the requirements of Sub-clause (a), satisfy the following threshold criteria:
 - i. a captive power plant intending to transmit one (1) MW or above of power through the Grid at a voltage level of eleven (11) kV or above;
 - ii. a generating station with an installed capacity of above five (5) MW that intends to connect to the transmission grid at sixty-six (66) kV or above, or to a transmission substation at thirty-three (33) kV;
 - iii. an industrial or commercial consumer with a contracted demand of five (5) MW or above that intends to connect to the transmission grid at a voltage level of thirty-three (33) kV or above.
- c) The threshold criteria set out in Sub-clause (2) above shall be subject to revision by the Commission through the Open Access Directives or by such other order or notification as the Commission may issue from time to time.

CHAPTER 3 APPLICATION AND GRANT OF CONNECTIVITY

5. Application for Connectivity

- a) An eligible Applicant shall make a formal application for the grant of connectivity to the Nodal Agency in such form and manner as may be prescribed by the Nodal Agency, with the prior approval of the Commission.
- b) Every application for connectivity shall contain, at a minimum, the following information and documentation:
 - i. the geographical location and coordinates of the generating plant, electrical plant, or injection/drawl point;
 - ii. the proposed Point of Connectivity and the voltage level at which connectivity is sought;
 - iii. the proposed commissioning schedule and the expected Date of Commercial Operation;
 - iv. the quantum of power proposed to be injected into, drawn from, or interchanged through the Grid;
 - v. the technical details of the asset to be connected to the Grid, in the format prescribed by the detail procedure developed by the Nodal Agency and approved by the commission;
 - vi. copies of all applicable licenses, permits, and approvals; and
 - vii. Such other information, data, or documentation may be required by the Nodal Agency from time to time.
- c) The Nodal Agency shall, with the approval of the Commission, prepare and publish a detailed procedure setting out the requirements, and format for the submission and processing of applications for connectivity. Any revision to such procedure shall likewise be subject to the approval of the Commission before coming into force.
- d) Any Material Change arising after the submission of an application shall not be accommodated by way of an amendment to the existing application; such change shall require the filing of a fresh application in accordance with these Directives.
- e) The Applicant shall, at the time of submission of the application, pay a non-refundable application processing fee based on the quantum of power to be injected or withdrawal as below;

Quantum of Power	Application Fee (NPR)
≤5 MW	50000
5 MW<15 MW	100000
15 MW <25 MW	150000
25 MW <50 MW	200000
>50 MW	350000

- f) Such fees shall be utilized by the Nodal Agency solely towards the studies, evaluations, and administrative activities associated with the processing of that specific connectivity application:

- g) The Nodal Agency shall process the application of any User within One hundred twenty (120) days from the receipt of the application, provided all necessary information, Planning Data and relevant Government license are included in the application. The User shall furnish any additional data or information requested by the Grid Owner, which is deemed necessary by the Grid Owner, for conducting Grid Impact Studies.
- h) Where the Nodal Agency, upon review of an application, requires additional documents or information, it shall communicate such requirement in writing to the Applicant. The Applicant shall furnish the requested documents or information within seven (7) Working Days of the date of receipt of such communication, unless the Nodal Agency grants an extension of time upon a written request by the Applicant.

6. Processing and Grant of Connectivity

The Nodal Agency shall process an application for the grant of connectivity upon being satisfied that the Applicant has complied with the applicable provisions of the Grid Code, the Open Access Directives, and the relevant technical requirements, including applicable standards if any.

In processing the application, the Nodal Agency shall, at a minimum:

- a) conduct a comprehensive Interconnection Study in accordance with the Grid Code, consulting and coordinating with the system operator, existing Grid users, and other relevant stakeholders;
- b) determine the Point of Connectivity, the required interconnection and connection facilities, and the need for any modification, augmentation, or reinforcement of the existing Grid because of the grant of connectivity; and
- c) take into account the applications of other entities already connected to or intending to connect to the Grid, to avoid prejudice to the security, stability, or reliability of the Grid.

7. In-Principle Grant of Connectivity

- d) Upon satisfactory completion of the Interconnection Study and fulfilment of the applicable technical and procedural requirements, the Nodal Agency shall issue an In-Principle Grant of Connectivity to the Applicant through a formal written communication setting out the terms, conditions, modalities of connection, and any further requirements to be fulfilled prior to the execution of the Connection Agreement.
- e) The In-Principle Grant of Connectivity shall be valid for such period as the Nodal Agency may specify therein, having regard to the nature and scale of the project, and may be extended upon a reasoned written request by the Applicant, subject to the discretion of the Nodal Agency.

8. Deemed Grant of Connectivity

- a) In the case of a transmission licensee whose connectivity has been determined on the basis of a transmission development master plan, the Nodal Agency shall finalize the connectivity of such licensee in accordance with such approved plan, and such

determination shall be deemed to constitute a grant of connectivity for the purposes of these Directives.

- b) A transmission licensee whose connectivity is deemed to be granted under Sub-clause (a) shall furnish the necessary technical details of its transmission network to the Nodal Agency in the prescribed format prior to the execution of the Connection Agreement.
- c) The Nodal Agency may, in accordance with the procedure prescribed for this purpose, grant connectivity to another applicant for the period during which the connectivity approved for an existing grantee remains wholly or partially unutilized. Such temporary or additional utilization shall be permitted to maximize the utilization of available transmission capacity, provided that it does not adversely affect the connectivity rights of the existing grantee or cause any loss or prejudice to the grantee whose connectivity has already been approved.

9. Rejection of Application

- a) Where an application for the grant of connectivity is found to be deficient, non-compliant, or otherwise ineligible, the Nodal Agency shall issue a written notice of rejection to the Applicant, setting out in clear and specific terms the grounds for such rejection.
- b) The Applicant shall be afforded a reasonable opportunity to rectify the deficiencies identified in the notice of rejection and to resubmit the application with the necessary amendments, within such time as may be specified by the Nodal Agency.
- c) An Applicant aggrieved by a decision of rejection by the Nodal Agency may prefer an appeal before the Commission within thirty (30) days from the date of receipt of the notice of rejection. The Commission shall, upon due consideration of the appeal, pass such order as it deems appropriate, and such order shall be binding on the Nodal Agency and the Applicant.

CHAPTER 4 CONNECTION AGREEMENT

10. Connection Offer

Upon the issuance of an In-Principle Grant of Connectivity and upon fulfilment of all conditions' precedent thereunder, the Nodal Agency shall issue a formal Connection Offer to the Applicant, directing the Applicant to execute the Connection Agreement within the period stipulated in these Directives.

11. Connection Agreement

- a) The Nodal Agency shall execute the Connection Agreement with the Applicant within thirty (30) days from the date of the Connection Offer. The Connection Agreement shall be in the standard template developed by the Nodal agency and approved by the commission.
- b) Where connectivity is granted to a generating station (including a captive generating plant or a non-conventional energy source-based generating station), a distribution licensee, a captive user, or an Open Access User, to the national Grid through a transmission licensee other than the National Transmission Utility, a separate Connection Agreement shall be executed between the Applicant, and the relevant transmission licensee.
- c) Where an Applicant fails to execute the Connection Agreement within the thirty (30)-day period stipulated in Sub-clause (a), the Nodal Agency shall issue a notice to the Applicant requiring execution within a further period of fifteen (15) days. Failure to comply with such notice shall render the grant of connectivity liable to be treated as withdrawn, unless the Applicant has been granted an extension of time under Sub-clause (d).
- d) An Applicant may, upon submission of a written request citing sufficient reasons, seek an extension of time for the execution of the Connection Agreement. The Nodal Agency may, up to being satisfied with the reasons adduced, grant such extension once only and for such period as it considers appropriate. No further extension shall be granted.
- e) Where an Applicant fails to execute the Connection Agreement within any extension period granted under Sub-clause (d), any subsequent application by the same Applicant for connectivity in respect of the same project shall be treated as a fresh application and processed accordingly.
- f) In the event that a grant of connectivity is withdrawn, whether upon the application of the Applicant or by operation of these Directives, no fresh application for connectivity shall be entertained from the same Applicant in respect of the same or materially similar project within a period of twelve (12) months from the date of such withdrawal.
- g) Notwithstanding Sub-clause (f), a fresh application that incorporates a Material Change as defined in these Directives shall be treated as a new and independent application and shall not be subject to the twelve-month restriction.

12. Modification to the Connection Agreement

Where either party to a Connection Agreement proposes a Non-Material Change to the existing or proposed Point of Connectivity, including the re-allocation of bays or minor

technical variations, the parties may, by mutual agreement and subject to the prior written approval of the Nodal Agency, execute an amendment to the Connection Agreement giving effect to such Non-Material Change. For the avoidance of doubt, any Material Change shall require a fresh application in accordance with Clause 5(d) of these Directives.

13. Finality of Decision

Subject to the right of appeal to the Commission as provided in Clause 9(c) of these Directives, the decision of the Nodal Agency under Clauses 11 and 12 shall, upon the expiry of the appeal period or the exhaustion of available remedies, be final and binding upon the parties.

CHAPTER 5 ASSET MANAGEMENT

14. Construction, Operation, and Maintenance of Connection Facilities

- a) The Nodal Agency or the Relevant transmission licensee may, at the request of the Applicant or pursuant to the Connection Agreement, be required to construct, operate, and maintain the Connection Facilities at the Point of Connectivity.
- b) The costs of construction of the Connection Facilities shall be borne by the Applicant or the transmission licensee on such terms and conditions as may be specified by the Nodal Agency, and as agreed between the parties in the Connection Agreement.
- c) Upon commissioning of the Connection Facilities, the responsibility for the operation and maintenance of such facilities shall vest with the Nodal Agency or the relevant transmission licensee, as the case may be, and the ownership of such facilities shall be deemed to have been transferred to such entity upon commissioning. The operation and maintenance costs of the Connection Facilities shall be included in the transmission tariff or charges of the responsible entity, as determined by the Commission.
- d) Any costs relating to the Connection Facilities that are not otherwise addressed under Sub-clauses (b) and (c) above shall be borne by the Nodal Agency or the relevant transmission licensee, unless otherwise determined by the Commission.

CHAPTER 6 SYNCHRONISATION AND COMMISSIONING

15. Notice Requirements for Synchronisation

- a) The Applicant shall provide the Nodal Agency, the relevant transmission license(s), and all other parties concerned with at least sixty (60) days' advance preliminary written notice of the date on which it intends to synchronize its generating plant, electrical plant, or electric line with the Grid. Not less than thirty (30) days prior to the intended synchronisation date, the Applicant shall issue a final written notice confirming the synchronisation date.
- b) The Nodal Agency may, upon receipt of such notice, require the Applicant to provide such additional technical information or undertakings as may be necessary to ensure the safe and reliable synchronisation of the Applicant's facility with the Grid.

16. Commissioning Tests and Procedures

- a) The Nodal Agency shall conduct, or cause to be conducted, testing, retesting, and measurement procedures in accordance with the standard commissioning codes and practices applicable to the Grid, prior to and upon the synchronisation of the Applicant's facility with the Grid.
- b) For this purpose, the Nodal Agency may develop, publish, and enforce standards, procedures, and templates in accordance with the Grid Code, and may also refer to standard commissioning practices of other jurisdictions and the Original Equipment Manufacturer's guidelines where appropriate, upon approval by the commission.

17. Costs of Commissioning

All costs, risks, and expenses associated with the synchronization, commissioning, testing, and retesting of the Applicant's facility, as contemplated under Clauses 16 and 17 of these Directives, shall be borne solely and entirely by the Applicant, in accordance with the terms of the Connection Agreement.

18. Interchange of Power

- a) The grant of connectivity and the execution of a Connection Agreement shall not, by itself, entitle the Applicant to inject power into or draw power from the Grid, or to interchange power through the Grid. Such injections, drawl, or interchange of power shall be permissible only upon the Applicant obtaining the requisite Open Access authorization in accordance with the Open Access Directives issued by the Commission.
- b) Notwithstanding Sub-clause (a), an Applicant shall be permitted to inject Infirm Power into or draw start-up power from the Grid during full load testing prior to the Date of Commercial Operation, subject to such conditions and safety requirements as may be specified by the Nodal Agency and the System Operator.
- c) Any interchange of power pursuant to Sub-clause (b) shall be subject to the existence of a prior commercial arrangement between the generator, the relevant distribution licensee, and/or the end user, in accordance with applicable regulations.

CHAPTER 7 METERING AND COMMUNICATION

19. Installation of Meters

- a) The Applicant shall, at its own cost and in accordance with the standards specified by the Nodal Agency, install Special Energy Meters (SEMs) at every Point of Connectivity, whether for injection into or drawl from the Grid, as applicable.
- b) At each metering point, the Applicant shall install a main meter and a check meter, both conforming to the type and accuracy standards approved by the Nodal Agency.
- c) All meters installed under these Directives shall be capable of two-way communication, enabling real-time and interval data acquisition and remote monitoring by the System Operator. The communication protocols, data formats, and communication infrastructure requirements shall be as prescribed by the Nodal Agency in accordance with the Metering and Communications Directives.

20. Governing Provisions on Metering

All matters relating to installation, sealing, testing, maintenance, data management, and dispute resolution in respect of energy meters and communication systems shall be governed by the Metering Directives separately issued by the Commission. In case of any inconsistency between these Directives and the Metering and Communications Directives on metering matters, the Metering and Communications Directives shall prevail.

CHAPTER 8 PROTECTION AND CONTROL

21. Nodal Agency's Responsibility for Grid Protection

The Nodal Agency shall be primarily responsible for the planning, coordination, and maintenance of the safety, reliability, integrity, and stability of the Grid. In furtherance of this responsibility, the Nodal Agency shall:

- a) develop, in consultation and coordination with the System Operator, transmission licensees, generating companies, distribution licensees, and other relevant stakeholders, the technical design criteria and operational standards applicable to equipment, plant, and connection procedures; and
- b) design, develop, and enforce adequate safety, protection, and control mechanisms in accordance with recognized international best practices and the standards prescribed in the Grid Code.

22. Safety Requirements

The Nodal Agency shall prescribe the system safety and protection parameters applicable to all connections to the Grid, and the Applicant shall be obligated to ensure full compliance with such parameters as stipulated in the Grid Code. Without prejudice to the generality of the foregoing, the protection and safety requirements shall be as per the Grid Code.

23. Additional Protection Requirements

The Nodal Agency may, having regard to the requirements of system integrity and reliability, specify additional protection requirements beyond those set out in Clauses 22 to 23 above. Any such additional requirements shall be incorporated into the Grid Code, the detailed procedure for connectivity, and any other applicable regulatory instruments, and shall have effect from the date of such incorporation.

CHAPTER 9 TRANSFER AND EXIT

24. Transfer of Connectivity

- a) A transfer of the ownership or control of a Licensee holding a grant of connectivity shall, subject to the compliance with the applicable licensing requirements and the prior written approval of the Nodal Agency, be deemed to operate as a transfer of the rights and obligations of the outgoing Licensee under the Connection Agreement to the incoming entity. The generating source, consumer installation, and Point of Connectivity shall remain as specified in the existing Connection Agreement.
- b) The incoming entity shall, within thirty (30) days of the completion of the transfer, enter into a fresh Connection Agreement with the Nodal Agency on terms consistent with the existing agreement, unless the Nodal Agency agrees in writing to a novation of the existing Connection Agreement.

25. Exit from Connectivity

- a) An Applicant or Licensee may exit from its obligations under the Connection Agreement by making a formal written application to the Nodal Agency, relinquishing

all rights and obligations thereunder. Such exit shall be permitted only under the following circumstances:

- i. permanent relocation or shutdown of the consumer's facility or generating station; or
- ii. The Applicant's facility has become wholly non-functional due to a Force Majeure event and cannot reasonably be restored to operational status within a period specified in the Connection Agreement.
 - b) An application for exit shall be accompanied by such evidence and documentation as the Nodal Agency may require substantiating the grounds cited. The Nodal Agency shall process the application and communicate its decision within forty-five (45) days of receipt of the complete application.

26. Relinquishment

- a) The grant of connectivity shall be deemed to have been relinquished by operation of law where an Applicant fails to submit a fresh application for the renewal of connectivity to the Nodal Agency at least six (6) months prior to the date of expiry of the existing Connection Agreement.
- b) Upon relinquishment, the Nodal Agency shall issue a formal notice to the Applicant informing it of the relinquishment and the consequential obligations, including any winding-up or disconnection requirements, and the Applicant shall comply with such requirements within the period specified in the notice.

CHAPTER 10 TREATMENT OF EXISTING CONNECTIVITY

27. Existing Grid Users

- a) Existing users of the Grid for whom connectivity has already been granted by the Nodal Agency under any prior regulation, order, or agreement shall not be required to make a fresh application for connectivity in respect of their existing pre-approved capacity. Such existing users shall, however, continue to be subject to the technical standards, safety requirements, and protection obligations prescribed under these Directives.
- b) Notwithstanding Sub-clause (a), an existing user shall be required to make a fresh application for connectivity under these Directives in any of the following circumstances:
 - i. a generating plant intending to extend, augment, or enhance its generation capacity beyond the capacity covered by the existing agreement.
 - ii. a bulk consumer intending to increase its contracted demand beyond the level covered by the existing agreement; or
 - iii. a transmission licensee intending to augment, expand, or upgrade a substation, switchyard, or electric line beyond the scope of the existing grant.

28. Formal Connection Agreements for Existing Users

- a) All existing users of Grid shall be required to execute a formal Connection Agreement in the standard template prescribed under these Directives. Such Connection Agreement shall be concluded within one (1) year from the date of notification of these Directives.
- b) All pre-existing connection agreements, arrangements, or letters of connectivity that were executed prior to the notification of these Directives shall be amended and brought into conformity with the standard template within one (1) year of the notification of these Directives. The Nodal Agency shall issue the relevant notices and facilitate this transition process.

CHAPTER 11 MISCELLANEOUS

29. Settlement of Disputes

Any dispute arising out of or in connection with the connectivity grant process, including disputes relating to the grant, refusal, modification, or revocation of connectivity, or the terms and conditions of any Connection Agreement, shall be resolved in accordance with the dispute resolution mechanism prescribed under the Electricity Regulatory Commission (Grievance Redressal Mechanism for Open Access Customers) Directives, 2082, or such other mechanism as the Commission may prescribe from time to time.

30. Power of the Commission to Amend

The Commission may, at any time and at its sole discretion, vary, alter, modify, add to, or amend any provision of these Directives where such action is necessary to further the objectives of these Directives, to address a manifest injustice, to remove a legal impediment, or to overcome any impasse in the regulatory process.

Nothing in these Directives shall be construed to limit, restrict, or otherwise affect the inherent powers of the Commission to issue such directions, orders, or decisions as it may deem necessary to further the end of justice, to prevent an abuse of process, or to give effect to its regulatory mandate under the Act.

31. Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of these Directives, the Commission may, for reasons to be recorded in writing, issue such directions to the distribution licensees, transmission licensees, generation licensees, the Nodal Agency, the System Operator, Open Access Users, or any other person as may be necessary to remove such difficulty, provided that no such direction shall be inconsistent with the provisions of the Act or any other applicable law.

32. Issue of Orders and Practice Directions

Subject to the provisions of the Act, the Commission may, from time to time, issue orders, circulars, and practice directions relating to the implementation, interpretation, or administration of these Directives. Such orders or practice directions may be issued *suo moto* by the Commission or upon an application made by any affected party. Such instruments shall be binding upon all people and entities to whom they are addressed.

33. Repeal and Savings of Prior Instruments

- a) Any orders, notifications, circulars, or directives issued prior to the commencement of these Directives that are inconsistent with any provision hereof shall, to the extent of such inconsistency, stand superseded upon the coming into force of these Directives.
- b) Notwithstanding Sub-clause (a), any action taken, right accrued, or obligation incurred under any such prior instrument, in so far as it is not inconsistent with these Directives, shall remain valid and effective, and shall be deemed to have been taken, accrued, or incurred under these Directives.