



Detailed Procedure for Open Access in Transmission and Distribution System

In accordance with

Regulation 43 of the Tamil Nadu Electricity Regulatory
Commission (Grid Connectivity and Intra State Open Access)
Regulations, 2014

Prepared by

Tamil Nadu Transmission Corporation Ltd.(TN SLDC)

and Approved by

Tamil Nadu Electricity Regulatory Commission

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Procedure for Intra-State Open Access

1.0 General provisions for intra-state Open Access:

- 1.1. In case, the intra state transmission system or distribution system is used by an open access customer in addition to inter-state transmission system, transmission charges and wheeling charges as fixed and approved by the Commission shall be payable for use of intra-state system in addition to payment of transmission charges for inter-state transmission.
- 1.2. The applicant shall abide by the provisions of the Electricity Act, 2003, Rules framed there under, Commission's Regulations / Orders as amended from time to time. The Captive Generating Plants, Co Generating Plants and RE Plants shall abide the relevant rules, orders, instructions of Ministry of power, Regulations / Procedures / Orders issued by the State Commission in all aspects such as CGP / Co-gen status, holding of equity, proportion of energy consumption etc.
- 1.3. Energy accounting and settlement shall be done in 15 minutes block as per the Orders/Regulations issued by the Commission from time to time.
- 1.4. **Verification of Captive Generating Plant Status:** The captive generating plants holder shall furnish necessary documents and maintain Co-gen status as per MOP's Resolution/Orders and procedures/Regulations/orders issued by the Commission from time to time. The captive generating plants shall maintain CGP status in accordance with Rule 3 of Electricity Rules, 2005 and shall furnish the prescribed documents and formats as per the approved procedures for verification of CGP status. On completion of financial year, the details for proving captive status, generator and captive consumer(s) require to submit the details to the distribution licensee as per the procedure/Regulation to be issued by the Commission. Till such time, the details are to be submitted to the distribution licensee as per the Regulations/orders of the Commission issued in this regard.

2.0. Procedure for obtaining Consent of the Distribution Licensee

- 2.1. The applications for energy wheeling to captive users and Consent for availing Open Access shall be submitted to the officials as below:

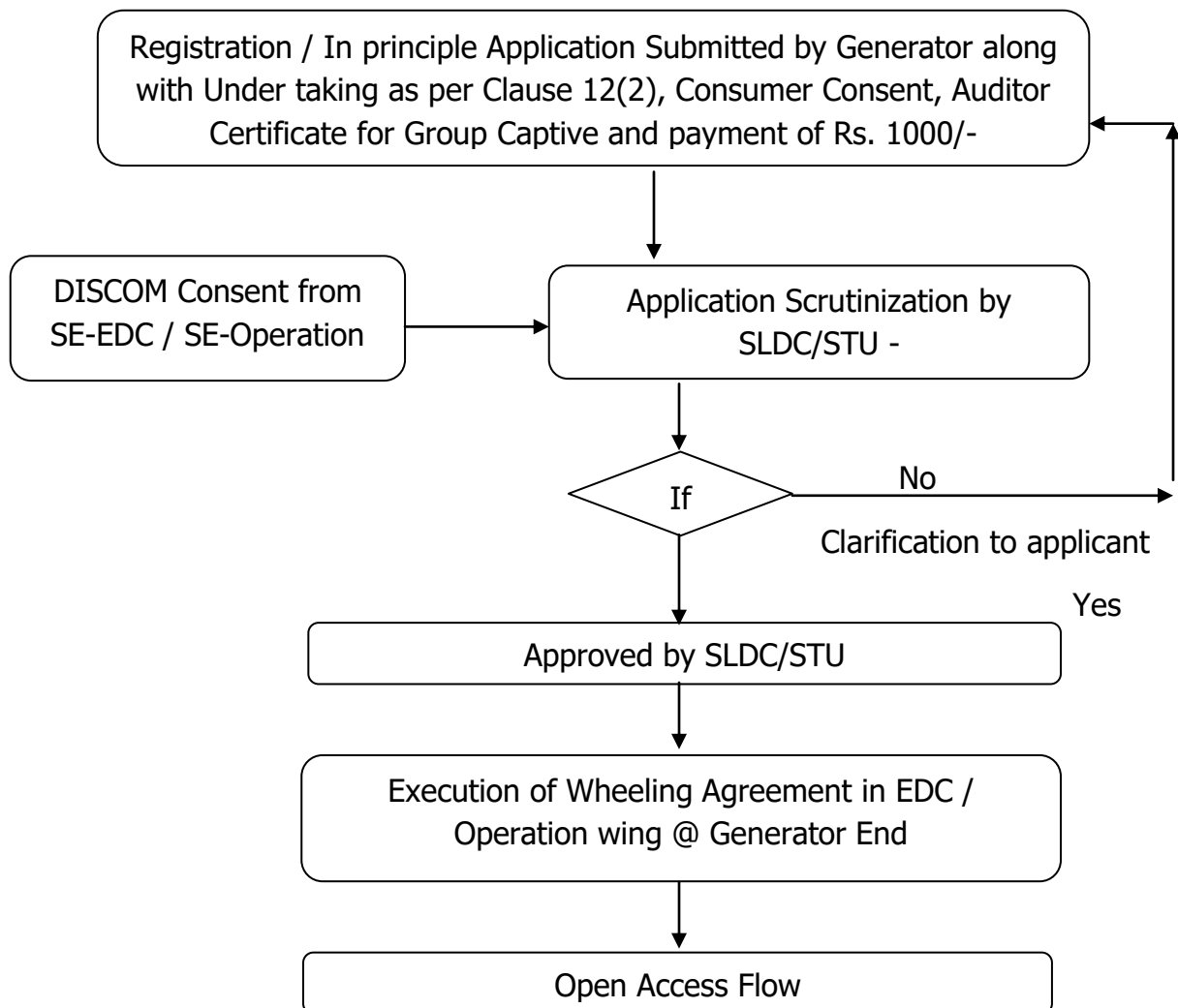
Sl. No.	Description	Nodal Agency
1	Energy wheeling for captive usage (Irrespective of the voltage): (a) Conventional sources	Chief Engineer/PPP, VI Floor, Eastern wing, NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002

	(b) Non-Conventional sources	Chief Engineer/Non Conventional Energy Sources, II Floor, Eastern wing, NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002 (or) any other designated nodal agency on later date with prior approval of the Commission
2	For Consent (Irrespective of the voltage):	SE/EDCs concerned

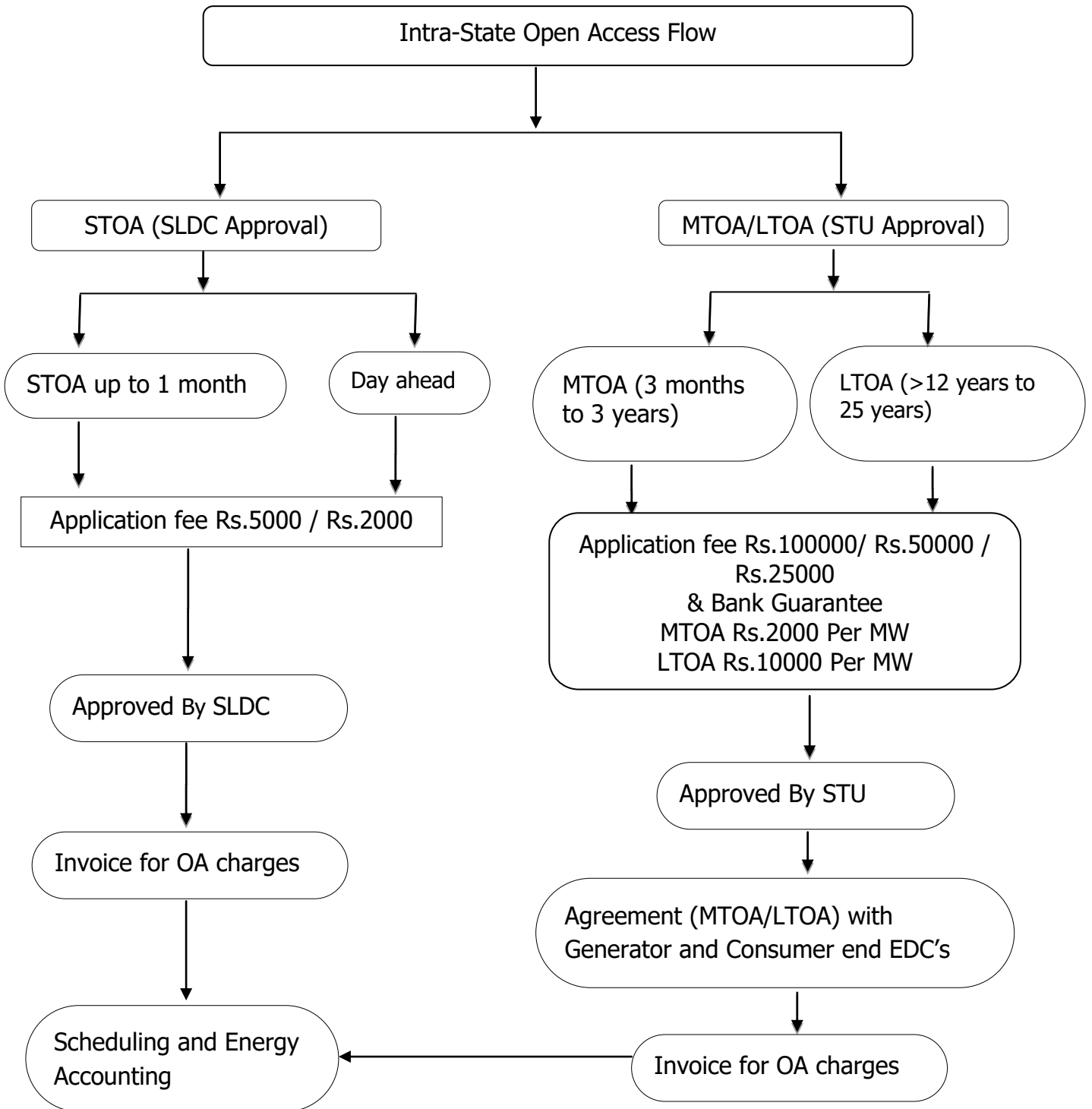
- 2.2.** The existing generator and individual consumer have to apply for **consent (Format - 1A for Generator, Format - 1B for consumer)** to the SE/EDC concerned, in order to ascertain the details of the service connection, pending dues to the DISCOM etc.
- 2.3.** On receipt of such request if feasible, the SE/EDC concerned may issue **consent (Format - 2A for Generator, Format - 2B for consumer)** within 3 working days, and in case the consent cannot be issued for various reasons, the SE/EDC shall record and inform the same to the applicant within 2 working days.
- 2.4.** Consent of Distribution licensee is mandatory to all consumers/generators (irrespective of voltage level) for applying open access.
- 2.5.** In case of generator (Irrespective of voltage level) needs to establish its captive status and obtain concurrence to operate as Captive Generating plant at the first instance, the captive generating company is therefore required to make an application to the nodal agency concerned of DISCOM in the prescribed format **(Format - 3A)** along with necessary documents for Energy Wheeling to captive user(s) / sale to Distribution Licensee.
- 2.6.** The documents will be scrutinized by Nodal agency/DISCOM's Officials. If the documents are found to be in order, approval will be issued by the nodal agency concerned to the applicant for classification of the generating plant as CGP and in the said approval the details of captive consumers, their share holding pattern, quantum approved for wheeling etc, along with validity for such approval will be indicated. Such approval will be issued within 30 days of receipt of application in complete shape.
- 2.7.** On receipt of approval from the Nodal agency concerned, the CGP holder shall execute an Energy Wheeling Agreement (EWA) **(Format - 3B)** on behalf of captive users with the SE/EDC concerned where the generator is located within 15 days of issue of approval for wheeling, failing which the Distribution Licensee reserves the right to cancel the application without any further notice. In case of sale to the Distribution Licensee necessary Energy Purchase Agreement (EPA) shall be made by the Generating Company with the Distribution Licensee **(Format – 3C)**.

- 2.8.** Execution of **EWA** is mandatory for permitting adjustment of energy (Accounting) availed through open access.
- 2.9.** All the process for applying Open Access (including uploading of the Certificates such as Captive status certificate issued by the auditor) shall be made online by the Licensee concerned within 3 months from the date of issue of this procedure and till such time, the existing offline procedure shall be followed.
- 2.10.** The abstract of the process flow for Open Access is as below:

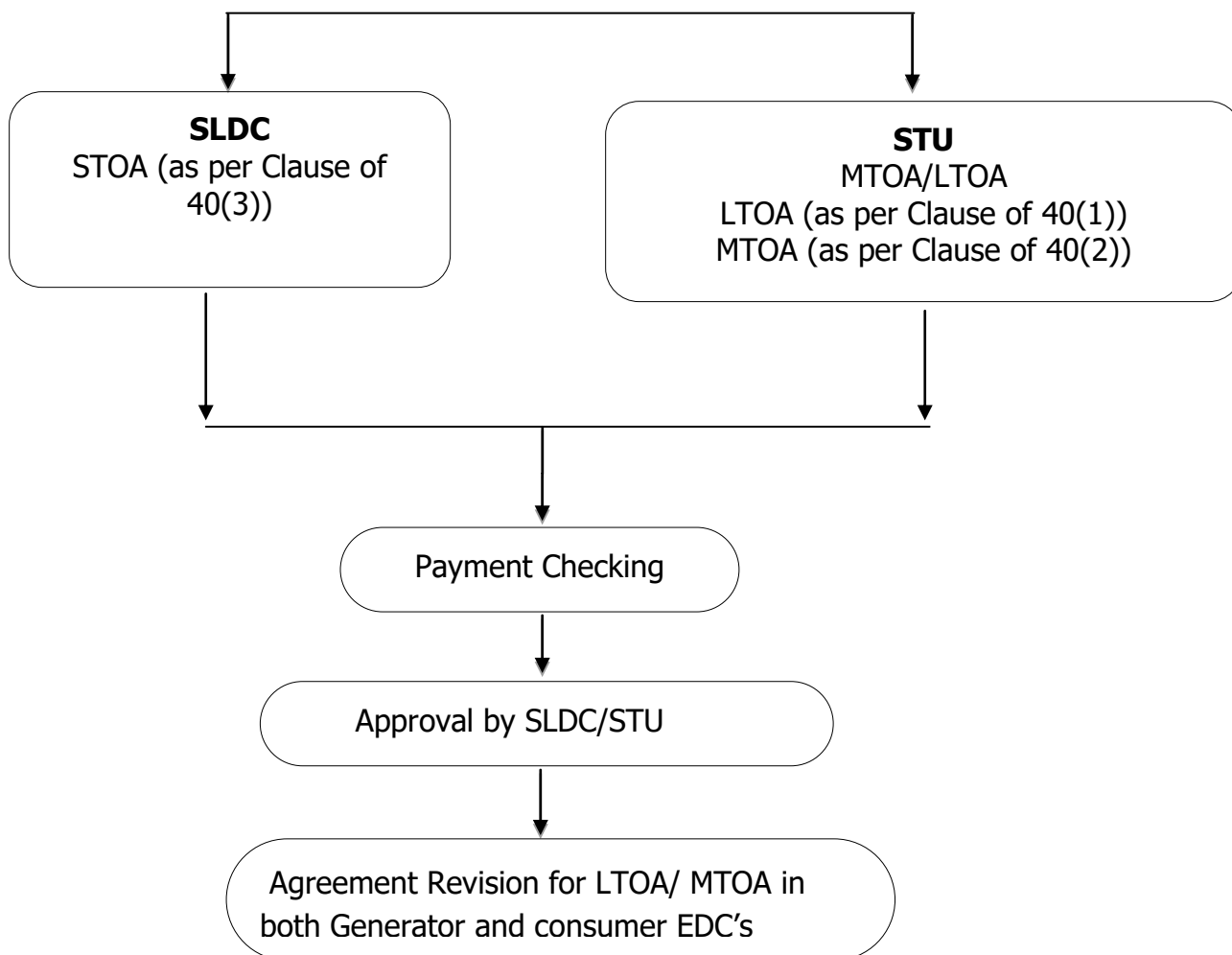
Registration / In principle Flow Chart



OPEN ACCESS FLOW



RELINQUISHMENT



Format – 1A

(Application for Consent of Distribution Licensee / STU for open access For Generator) -

Sl. No.	Description	Details
1.	Name of the Generator seeking Consent	
2.	Startup SC.No./HTSC No. (In 12 digit format)/Tariff	
3.	Address of the Plant with contact No / Email ID	Addresses of Head office / Registered office / Site, office, etc
4.	Date of commissioning	
5.	PAN/CIN/ GST No.	
6.	Installed Capacity of the plant	MW
7.	Internal consumption Auxiliary consumption In house/industrial consumption	
8.	Grid connectivity	Ref. No. Date of signing of agreement:
9.	Name of the connecting feeder with voltage level	
10.	Ex-Bus availability in MW	
11.	Meter details: a) Whether meter (Main & Check) with AMR facility is provided in the plant b) Whether data downloading facility is available in the meter installed. c) Make of the meter (Main & Check) / Accuracy of Meter/ Metering system (CT/PT). d) Whether the meter has communication facilities for real time data transfer to the SLDC or nearby AMR server. e) Date of last calibration done on the metering system.	
12.	Whether online data monitoring facility at SLDC is provided by the Generator	

13.	Open Access Commitment	Existing	Proposed (Addition/ Reduction)	Total
I	Intra state open access commitment			
(i)	Captive			
a)	Conventional (coal/gas etc) Qtm in MW Period No of captive user			
b)	Non-Conventional (Wind/Solar/Bio mass / Co-Gen if any) - Qtm in MW period No of captive user			
ii)	Third Party			
a)	Conventional Qtm in MW Period No of Third Party user			
b)	Non-Conventional (Wind/Solar/Bio mass / Co-Gen if any) - Qtm in MW period No of Third Party user			
iii)	Sale to Discom through EPA (Period/quantum/Date of EPA)			
II	Inter State Open Access Commitment			
i)	Bilateral Transaction Qtm in MW Period Name of interstate Generator Name of Trader			
ii)	Collective Transaction Qtm in MW Period Name of Exchange (IEX/PXIL)			
14.	Total Quantum in MW			

15.	Any other commitment	
16.	In case of CGP, whether documents as per approved procedure / Regulation furnished.	Yes/No
17.	Any other remarks	

Date: _____ Signature of the Authorized Signatory of
Place: _____ applicant with Designation
Seal of the company

Undertaking

(in Rs.100 Non judicial stamp paper)

I/We undertake that Consent to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default but not limited to the following:

- i) Having being declared as insolvent or bankrupt.
- ii) Having defaulted in clearing outstanding dues of SLDC, TANTRANSCO/ DISCOM

We hereby declare that all the above details are true and correct. We are also agreeable to furnish any other details as may be required by the DISCOM from time to time.

Date: _____ Signature of the Authorised
Place: _____ Signatory of the applicant with
Designation
Seal of the Company

Format – 1B
(Application for Consent of Distribution Licensee for open access
- For Consumer)

Sl. No.	Description	Details		
1	Name of OA customer			
2	HT SC No. (In 12 digit format)/ Tariff			
3	Sanctioned/Contracted Demand in KVA	kVA		
4	Address of the consumer premises with contact mobile No/ Email ID	Addresses of Head office / Registered office / Site, office, etc.		
5	PAN/CIN/ GST No.			
6	Name of Region/EDC/Section			
7	Name of Connecting Substation and Voltage ratio			
8	Name of the connecting feeder with voltage level			
9	Category of feeder	Dedicated/Industrial/others		
10	Meter details: a) Whether meter (Main & Check) with AMR facility is provided in the consumer premises. b) Whether data downloading facility is available in the meter installed c) Make of the meter (Main & Check) / Accuracy of Meter/ Metering system (CT/PT). d) Whether the meter has communication facilities for real time data transfer to the SLDC or nearby AMR server. e) Date of last calibration done on the metering system.			
11	Whether online data monitoring facility at AMR server is provided			
12	Open Access commitment	Existing	Now applied	Total
I	Intra state open access commitment			
a)	Captive			
(i)	Conventional (coal/gas, etc.) Qtm in MW, Period Name of Generator Injection voltage : Generator fed from which SS :			

(ii)	Non-Conventional (Wind/Solar/Bio mass / Co-Gen if any) Qtm in MW period Name of Generator Injection voltage : _____ Generator fed from which SS : _____			
b)	Third Party			
(i)	Conventional Qtm in MW Period Name of Generator Injection voltage : _____ Generator fed from which SS : _____			
(ii)	Non-Conventional (Wind/Solar/Bio mass / Co-Gen if any) Qtm in MW Period Name of Generator Injection voltage : _____ Generator fed from which SS : _____			
II	Inter State Open Access commitment			
a)	Bilateral Transaction (Qtm in MW & Period) Name of interstate Generator / Trader			
b)	Collective Transaction (Qtm in MW & Period) Name of Exchange (IEX/PXIL)			
13	Total Quantum in MW			
14	Remarks if any			

Date:

Place:

Signature of the Authorized Signatory of
applicant with Designation
Seal of the company

Undertaking

(in Rs.100 Non judicial stamp paper)

I/We undertake that Consent to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default but not limited to the following:

- i) Having being declared as insolvent or bankrupt.
- ii) Having defaulted in clearing outstanding dues of SLDC, TANTRANSCO and DISCOM.

We hereby declare that all the above details are true and correct. We are also agreeable to furnish any other details as may be required by the Discom from time to time.

Date:

Place:

Seal of the Company

Signature of the Authorised
Signatory of the applicant with
Designation

Format – 2A**(Consent Format for Generator to be issued by the Distribution Licensee / STU)**

(In compliance to Clause-16 of TNERC's Grid Connectivity and Intra State Open Access Regulations, 2014)

Sl. No.	Description	Details
1	Name of the Generator	
2	Startup SC.No./HTSC No. (In 12 digit format)/Tariff	
3	Address of the Plant with contact No / Email ID	Addresses of Head office/Registered office/Site, office, etc.,
4	Date of commissioning	
5	PAN/CIN/ GST No.	
6	Installed Capacity of the plant	MW
7	Internal consumption (i) Auxiliary consumption (ii) In house/industrial consumption	
8	Name of Region/Circle/Section	
9	Ex-Bus availability in MW	
10	Approved power evacuation capacity	
11	Type of fuel used/Type of power plant (CPP/Biomass/Co-gen/Any other type)	
12	Name of the connecting feeder with voltage level	
13	Name of the connecting Substation	
14	Grid connectivity approval Letter ref.	
15	Meter details a) Whether meter (Main & Check) with AMR facility has been installed as per the CEA metering Regulations and calibrated periodically and has communication facilities for real time data transfer to the SLDC or nearby AMR Server. b) Whether data downloading facility is available in the meter installed. c) Make of the meter (Main & Check) / Accuracy of Meter/metering system (CT/PT). d) Date of last calibration done on the metering system.	

16	Whether online data monitoring facility at SLDC is provided by the Generator			
17	Power Sale commitments for the generator in MW			
		Existing	Proposed (Addition / Reduction)	Total
I-a	Interstate sale through Collective transactions Qtm in MW Period			
I-b	Interstate sale through bilateral transactions Qtm in MW Period Name of the buyer Name of Trader			
II	To Discom through PPA (with contract period)			
III-a	Third party sale within Tamil Nadu			
III-b	No. of third party user			
IV-a	Wheeling to captive users within Tamil Nadu			
IV-b	No. of Captive users			
IV-c	Whether the documents of 'ownership' for CGP as per the 'Commission's orders in 'Procedure / Regulation for verification of CGP status' has been verified			
V	Any other commitment			
18	Court case pending if any with present status and specific recommendations of the consent issuing authority			
19	Details of outstanding dues if any			
20	Remarks if any			

Signature of Issuing Authority
Name of the Officer
Designation
Circle

To
The Generator HT SC No.
Copy submitted to the CE/Commercial, CE/Grid Operation, CE/PPP / CE/NCES

FORMAT- 2B
(Consent Format for Consumer)

(In compliance to Clause-16 of TNERC's Grid Connectivity and Intra State Open Access Regulations, 2014)

Sl. No.	Description	Details	
1	Name of HT consumer		
2	HTSC No. (In 12 digit format)		
3	Tariff		
4	Contracted Demand in KVA		
5	Location of the Consumer Premises		
6	Address for Communication		
7	Contact Phone No. Email ID		
8	Name of Region		
9	Name of EDC		
10	Name of Section		
11	Name of the connecting feeder with voltage level		
12	Name of Connecting Substation and Voltage ratio		
13	Whether the HT consumer can be permitted for open access (Intra/inter-state)		
14	If so, eligible quantum of power in MW that can be permitted under open access (intra / inter-state)		
15	Open Access commitment (specify the quantum & period)	Existing	Now applied
I	Intra state open access commitment		
a)	Captive		
i)	Conventional Qtm in MW Period Name of Generator		
ii)	Non-Conventional (Wind/Solar/Bio mass/Co-Gen if any) – Qtm in MW Period Name of Generator		
b)	Third Party		
i)	Conventional Qtm in MW, Period Name of Generator		
ii)	Non-Conventional (Wind/Solar/Bio mass / Co-Gen if any) – Qtm in MW		

	Period Name of Generator		
II	Inter State Open Access commitment		
	Qtm in MW Period		
16	Total Quantum in MW		
17	Outstanding dues to transmission/distribution licensee*		
18	Details of court case if any with present status and specific recommendations of the consent issuing authority.		
19	Whether meter (Main & Check) has been installed as per the CEA metering Regulations and calibrated periodically and has communication facilities for real time data transfer to AMR Server. a) Date of last calibration done on the metering system. b) CT ratio adopted c) Burden of CT / PT		
20	Remarks / Reasons for not according consent		

Signature of Issuing Authority
Name of the Officer
Designation
Circle

To

The (Mention name of the Company) & User HT SC No.

Copy submitted to the CE/Commercial, CE/Grid Operation, CE/PPP / CE/NCES

*As per 9.(5) of TNERC's Grid Connectivity and intra state open access regulation 2014 , person having outstanding dues for more than two months billing of transmission or distribution licensee, shall not be eligible for open access

FORMAT – 3A

(Application for Energy Wheeling to captive user(s) / sale to Distribution Licensee from Fossil fuel based Captive Generating Plants/Waste heat recovery based Co-gen plants/Renewable Energy Generators)

Sl. No.	DETAILS REQUIRED	PARTICULARS
1	Details of the Applicant	
A	Full Name of the Applicant	
B	Full Address of the Applicant (If Site Office, Local Office etc have not been established as of now, the same shall be furnished as soon as they have been established)	Addresses of Head Office, Registered Office, Site Office, Local Office etc.
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 Land line Numbers, Mobile numbers, E-mail ID etc.	
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 Land line Numbers, Mobile numbers, E-mail ID etc.	
D	Details of Principal share holders / Partners / Members / Captive users with Contact Land line Numbers, Mobile numbers, E-mail ID etc..	

E	Percentage of power to be consumed at the plant itself.	
3	Details of Investment	
A	Total project cost Rs. Crores (Also furnish with currency of investment, exchange rate adopted, etc.)	
B	Term loan component in Rs. Crores (Foreign loans with currency, exchange rate, interest rate etc may be furnished. Similarly for domestic loans the details may also be furnished)	
C	Source of funding of loans (As proposed / finalized.)	
D	Debt : equity ratio proposed	
E	Break up of equity (Authorized preferential share capital, authorized equity share capital, equity proposed to be held by the promoters)	
F	Promoters contribution a) Preferential share capital b) Paid up Equity share capital	
G	Captive users contribution Paid up Equity share capital	
H	Percentage of Ownership a) Promoters b) Captive users c) Others	
I	Confirmation that not less than 26 % of ownership is held by the captive users If yes, furnish prescribed documents as per Commission's orders read with provisions of the Act/Rules/Regulations.	Yes / No

4	Details of Captive Generating Plant /Co-Gen Plant	
A	Type of Generating plant Fossil fuel plant/Co-Generation plant/Waste heat recovery plant/RE Plant, etc.	
B	Installed capacity in MW Furnish split up details (Unit wise)	
C	Date of commissioning of different units.	
D	Among Sl.No.4(B) which are the units are to be declared as CGP	
E	Type of Primary fuel proposed in case the plant is a Fossil Fuel based one.	
G	Whether fuel linkage has been arranged, if so furnish complete details such as source etc. (Agreements if any already executed, copy may be furnished.)	
H	If Co – generation plant / Waste heat recovery plant etc (Furnish type of industry, Process diagram and write up. Also furnish the supporting fuel proposed and details about the linkages etc) a) In case of Co-gen plant whether it is coming under Topping cycle/bottoming cycle b) Whether proof for qualifying as Co-gen as per the orders of the MOP issued from time to time is enclosed If no, reason may be furnished	
I	Whether Generating Plant is to run in parallel with Grid, If so the probable interfacing voltage at which paralleling to be done may be indicated.	
J	Whether Generating Plant is to run in isolation i.e. in standalone mode and may require emergency power supply from Distribution licensee/ Discom for startup purpose If yes, details of requirement of backup power from Distribution Licensee and voltage of supply.	Yes / No

K	Voltage level at Generator end	
L	Voltage level at Grid interface point	
M	<p>Whether you are already availing HT supply at the location where the Generating Plant is proposed to be located?</p> <p>If yes, please furnish the HT SC No, Distribution Circle, Sanctioned Demand, Voltage level, and tariff etc</p>	Yes / No
N	<p>i) Quantum of annual generation expected in a financial year (MU/MW)</p> <p>ii) Quantum of power proposed to be used at the Generating Plant site itself (auxiliary consumption / Industrial consumption separately (MW)</p> <p>iii) Quantum of power proposed to be wheeled to the Captive users</p> <p>iv) Quantum of power proposed to be sold to third party customers</p> <p>v) Quantum of power proposed to be sold to Power traders (category wise in MW at drawal end) (The quantum at injection end will be arrived at taking into account the T&D loss as per the TNERC orders in force.)</p>	
O	<p>Whether any excess energy is proposed to be sold to Distribution Licensee</p> <p>If Yes,</p> <p>a) Specify the quantum in MW to be sold to Distribution licensee.</p> <p>b) Whether the power proposed to be sold is Firm power and If so quantum proposed in MW/MU/ with relevant order from Distribution Licensee</p> <p>c) Whether the proposed power is infirm power? If so quantum proposed in MW/MU per Annum with relevant order from Distribution Licensee</p> <p>d) Whether the power proposed to be sold is a combination of both? If so, split up details to be furnished.</p> <p>e) Mention the period of agreement to be executed with Distribution Licensee.</p>	Yes / No

	(The Period shall be as per TNERC's orders/Regulations)	
5	Details of Captive User(s)	
A	Number of captive users engaged and proposed to avail supply through wheeling	
B	Name and address of end user(s) with HT Sc No, Tariff, name of Distribution circle, Sanctioned Demand, drawal voltage shall be furnished. Anticipated annual consumption in MU for each of the end user(s) or quantum in MW.	
C	Whether the 51 % of the aggregate energy Generated, determined on an annual basis is proposed to be consumed for captive use as per Rule 3(a) (ii) of the Electricity Rules, 2005 in proportion to their shares in ownership of the power plant within a variation not exceeding ten percent in case of association of persons.	
D	Whether Consent issued by SE/EDC concerned is enclosed (both generator/users)	
E	Whether the captive users has registered as open access customer with STU / Licensee If yes, Furnish the details	Yes / No
F	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.	
G	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	
H	1) Agreement period with captive user (user wise)	

	2) Date of commencement of Agreement. 3) User wise agreed quantum in MW/MU per month	
	Grid connectivity of the generator Approval ref: Period of agreement : Copy of Grid connectivity agreement to be enclosed	

We hereby declare all the above details are true and correct. We are also agreeable to furnish any other details as may be required by the Discom from time to time.

Date :

Place :

Signature of the Authorized Signatory of
the Applicant with designation

Seal of the Company

List of Documents to be furnished along with Format – 3A

Apart from the documents listed in this format the following documents are to be enclosed:

1. Memorandum & Articles of Association
2. Latest Auditor Certificate on share holding pattern issued by appropriate agency.
- 3 Certificate of issued and paid up Equity Capital (with voting rights)
4. Certificate on ownership as per Rule 3 of Electricity Rules, 2005
5. Certificate on details of investment made vide serial No. 3 of this format cited above issued by the Chartered Accountant which should clearly indicate investment made by each and every captive user(s).
6. Form No. MGT-9 & MGT-7 - Annual Return with details of transfer of shares filed before Registrar of companies.
7. List of captive User(s) with details as required under Sl. No. 5 of this format.
8. Consent letter from captive users if wheeling is proposed, along with copies of agreement executed between the generator and the captive users.
9. List of 3rd Party buyers if any.

FORMAT – 3B
(Energy Wheeling Agreement - to be signed by Captive Generating Plant holder on behalf of Captive user(s))

This wheeling agreement made at _____ on this _____ day of _____ Two thousand _____ between M/s. _____ (Name of Generating Plant and address) hereinafter called "the applicant" which expression shall wherever the context so permits means and includes the successors in interest, executors, administrators and assigns represented by Thiru. _____ Son of _____ officiating as _____ in the _____ and having authorization to execute this agreement on behalf of Captive users as Party of the **First part**

AND

Distribution Licensee - M/s Tamil Nadu Generation and Distribution Corporation Ltd having office at 144 Anna Salai, Chennai – 600 002 hereinafter called "Distribution Licensee" which expression shall wherever the context so permits means and includes the successors in interest, administrators and assigns represented by Thiru. _____ S/o _____ Superintendent Engineer _____ EDC duly authorized to sign this agreement as Party of the **Second part**

Whereas

- i) this agreement is for wheeling of energy from the CGP/Captive Co-gen/RE Plant to the captive users mentioned herein the agreement. (Strike out whichever is not applicable.
- ii) the CGP holder has established _____ MW (unit wise) Captive Generating Plant /Captive Co-gen /RE plant at _____ village _____ taluk _____ District _____ State. The interfacing voltage is _____ kV and connected to _____ SS.
- iii) the CGP/Captive Co-gen/RE holder has got approval for Captive Generating Plant status vide Lr.No. _____/F. / D.No. _____/Dt. _____ to transmit/wheel power to the following captive users.

Sl. No	Name of the captive user/ HT SC No	Name of EDC	Sanction Demand in KVA	Level of Voltage Injection/ drawal	% of equity share capital with voting rights held	T & D Loss (%)	Quantum of allocation in MW (Receiving end)	Quantum of allocation in MW (injection end)

In view of the foregoing premises, the parties hereby agree and enter upon this EWA on this day on the following terms and conditions.

TERMS AND CONDITIONS.-

1. The CGP/Captive Co-gen/RE holder has a valid grid connectivity agreement for the generator (mention units wise) for a period up to _____

- 2.** The CGP/Captive Co-gen/RE holders agrees that the quantum which is approved and agreed herein alone will be allowed for wheeling and the 'consumers' (captive users) shall avail such quantum only within their sanctioned demand/contracted demand.
- 3.** The priority of sending supply from the generator is, 1st to Distribution Licensee, 2nd to captive users 3rd to Third party customers etc., (to be filled in by the generator according to choice of generator).
- 4.** The CGP/Captive Co-gen/RE holders shall pay applicable open access charges to the distribution licensee on receipt of bills as per the TNERC's ISOA Regulation 2014 / orders of TNERC and as per the approved procedure from time to time.
- 5.** Any additional charges that may be approved by TNERC at a later date and any waived charges by TANTRANSCO/ Discom shall also be leviable, with retrospective effect or from the date as approved by TNERC or TANTRANSCO/ Discom respectively.
- 6.** In the event of evacuation problems leading to difficulties in carrying power from injection end and which are beyond control of the licensee, no compensation shall be payable by the licensee under any circumstances and any compensation of energy during such time by the consumers from transmission/distribution system will be treated as energy supplied by the distribution licensee and billed accordingly. However all efforts will be taken by the licensee to maintain the lines as per the standard and defect rectified at the earliest.
- 7.** Scheduling of power shall be made by the Generator as per the relevant orders / Regulations of the Commission. Any imbalance in drawal/generation shall be treated as per the relevant orders / Regulations of the Commission.
- 8.** In case the consumer draws power, but the generator does not generate the power during that period or inject/supplies less than the committed power, the penal charges to be levied to the generator /consumer as per the concerned DSM Regulation.
- 9.** Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee
- 10.** Month wise, gross generation (unit wise), Aux consumption, net generation etc., of the Energy Accounting meter(s) & the details of energy adjusted to captive users etc, shall be furnished to the SE/EDC/concerned within three days of taking of meter reading at interface meter(s) as per the format enclosed herewith as **Format – A & B.**
- 11.** Energy accounting and reconciliation arising in the above transaction shall at the first instant be resolved at the SE/EDC level. For further redressal, SLDC may be approached.
- 12.** The generator should supply the committed power at their Ex-Bus periphery inclusive of loss component. The energy will be adjusted to consumers after deduction of transmission/distribution losses stipulated in TNERC's orders.
- 13.** The generation over and above the committed power by the generator will not be accounted or adjusted to the consumer.
- 14.** In case of outage of generator, or less generation at Ex-Bus, the generator shall inform the SLDC, SE/EDC concerned and consumers immediately to regulate the drawl of power by consumers.
- 15.** In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the consent will be withdrawn immediately without any further notice and action deemed fit will be taken as per the provisions of E-Act 2003 and TNERC's regulations/codes/orders.

16. The periodical readings of the meters (Main & Check) obtained through AMR or through downloaded data is to be communicated to captive generator /user(s) by the Licensee before preparation of monthly bill.

17. If the meters are found to be defective or stopped functioning, action shall be taken as per ISOA Regulation 2014 / TNE Supply Code / Orders of the Commission issued from time to time. Calibration of meter(s) shall be as per provision of CEA Regulations.

18. The SE/EDC concerned will raise the bills for startup power / grid support charges and other charges as applicable as per the tariff order / other orders of the Commission issued from time to time.

19. The generator/captive users shall maintain CGP status as per Rule 3 of Electricity Rules and furnish documents as per the Discom/TNERC's approved procedures/Regulations. CGP status verification shall be done by Licensee as per procedure / Regulations laid down by the Commission.

20. In case of waste heat recovery based Co-generation plants, the generator/captive users shall maintain Co-gen status as per MOP guidelines and as per TNERC's Order No.4 dt.15.5.2006 and furnish documents as per the Discom /TNERC's approved procedures. Action will be taken as per the approved procedures.

21. In case of any dispute arising out of captive status or non allocation of units for adjustment by the generator in which Discom is not a party to bilateral agreement, Discom will not be a party to such disputes and the function of the Distribution Licensee limits to carrier of Electricity generated to the destination of use. The licensee will make adjustment of energy as per the allocation made by the generator concerned and not bound by any dispute between the parties. However, the Distribution Licensee may act on this issue as per the Regulations/Procedures issued in this regard by the Commission.

22. Adjustment of Energy generated and wheeled:

The minimum quantum of power for sale through open access by the CGP holder shall be governed by the Intra State Open Access Regulations and amendments issued from time to time. When the Captive Generating Plant is synchronized with the Transmission/Distribution network, the consumer shall be liable to pay to the Distribution Licensee for the net energy consumed during the billing month at the applicable rate. Adjustment of energy is subject to the Intra-State DSM regulations in force and the same shall be done in accordance with the Commission's Regulations/Orders in force.

23. Power factor disincentive, Reactive Energy Charges and Harmonics penalty shall be as per the Orders/ Codes/Regulations of the Commission issued from time to time. The average power factor recorded will be the reference for calculation of power factor disincentive. Peak hour extra charges and off peak hour rebate shall be on the net energy consumption after deducting generation from various sources during the respective peak hour blocks and off peak hour blocks.

24. Applicability of Acts, Regulations and Guidelines.

All parties shall be bound by the provisions contained in the Electricity Act, 2003, Regulations, notifications, orders, procedure and subsequent amendments, if any, made there under from time to time by the Commission and the guidelines issued by the Government of India / Government of Tamil Nadu, as the case may be.

Where any provision of this Agreement is inconsistent with the provisions of the Act and/ or the rules or Regulations laid down there under, the provisions of the Act, rules or Regulations, as the case may be, shall take precedence to the extent of such inconsistency.

All parties to this Agreement shall comply with the provisions of the TNERC (Grid Connectivity and Intra-State Open Access) Regulations, 2014 and its amendments, the State Grid Code and Regulations / Orders issued by the Commission from time to time.

25. Agreement Period. –

(a) The tenure of this agreement should be _____ (specify the period) calculated from the date of signing of this agreement and thereafter the tenure may be extended for further periods based on the mutual agreement between the parties or fresh agreement signed based on fresh approvals, as per provisions of TNERC’s Regulations prevailing at that time.

(b) In case of any breach or violation of any of the clauses in this agreement or any other valid reasons, by any party, the other party shall be at liberty to terminate this agreement by giving thirty days notice.

In witness where of Thiru. _____ acting for and on behalf of _____ (GP holder) and _____ Authorized Officer of the Distribution Licensee acting for and on behalf of the Distribution Licensee have here unto set their hands on the day, month and year herein above first mentioned.

In the presence of witnesses:

- 1)
- 2)

Signature
GP holder
Common seal

In the presence of witnesses:

- 1)
- 2)

Signature
Authorized Officer of the
Distribution Licensee

FORMAT- A

Sl. No	Unit wise	Gross Generation	Aux. consumption	In house consumption if any	Net generation (ex-bus)	Quantum of energy wheeled to		
		MW/Kwhr	MW/Kwhr	MW/Kwhr	MW/Kwhr	Cap. Use MW/Kwhr	3 rd party MW/Kwhr	Sale to Board MW/Kwhr
1.	Unit-I							
2.	Unit-II							
3.	Unit-III							

FORMAT- B

Sl.No	Name of the Captive Unit	Name of the Captive User	HT SC.NO	Name of EDC	Injection / Drawal voltage	Quantum of energy allotted in units
1.	Unit-I					
2.	Unit-II					
3.	Unit-III					

Format - 3C
Energy Purchase Agreement (EPA) for Purchase of Power from Fossil fuel based Captive Generator/Co-generator (To be executed between Distribution Licensee and CGP/Cogen holder)

This agreement made at _____ on this _____ day of Two thousand _____ between M/s _____ - (Name of the Captive Generating plant / Captive Co-Gen plant and Address) hereinafter called CGP/Captive Co-gen as the case may be which expression shall wherever the context so permits means and includes the successor in interest, Executors / Administrator and assigns represented by Thiru ----- S/o----- officiating as ----- and fully authorized to sign this agreement as party to **first Part**

AND

Distribution Licensee - M/s Tamil Nadu Generation and Distribution Company Ltd a Distribution Licensee having office at 144 Anna Salai - Chennai – 600 002 herein after called distribution Licensee, which expression shall wherever the context so permits means and includes the successor in interest, administrator and assigns represented by Thiru ----- S/o.----- Superintendent Engineer ----- EDC duly authorized as party to the **second Part**.

Whereas this agreement is for sale of power from Captive Generating Plant/Co-gen plant to the Distribution Licensee mentioned herein the agreement. (Strike out which our is not applicable.

Whereas the party to the first part has established ----- MW (unit wise) Captive Generating Plant /Captive Co-gen plant at _____ village _____ taluk _____ District _____ State. The interfacing voltage is ____KV and connected to _____SS.

Whereas the CGP/Captive Co-gen holder has got approval for sale of power vide order _____ to transmit/wheel power to Distribution Licensee & entered in to OA agreement on _____ for a period from _____ to _____.

Sl.No.	Name & address of the Generator	HT SC.NO	EDC	Firm/Infirrm	Quantum

In view of the foregoing premises, the parties hereby agree and enter upon this EPA on this day on the following terms and conditions.

TERMS AND CONDITIONS.-

I. Definitions:

In this agreement, -

- 1.1. **"Force Majeure"** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to -
 - i) natural disasters (earthquakes, hurricane, floods);

- ii) wars, riots or Civil Commotions and other upheavals;
- iii) grid / distribution system's failure not attributable to parties hereto;

1.2. **"Inter connection point"** means

- (i) in relation to fossil fuel based generators, the Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the Transmission/Distribution system;
- (ii) in relation to wind energy projects and solar photovoltaic projects, inter connection point shall be line isolator on outgoing feeder on HV side of the pooling substation;
- (iii) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects, the inter connection point shall be line isolator on outgoing feeder on HV side of the generator transformer;

1.3. **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing grid or distribution system; and

1.4. **'Meter'** means a 'Meter' as defined in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

1.5. **'Generating plant'** is as per Sec 7 of E-Act, 2003.

1.6. **'Captive generating plant'** is as defined in Sec 2(8) of the E-Act, 2003.

1.7. **'Co-gen plant'** is as per sec 2(10) & MOU guidelines dt.6.11.1996 & TNERC's order No.4, dt.15.05.2006.

II. Terms and Conditions

- 1) There should be valid grid connectivity agreement for the generator(s) during the period of supply of power. It is the responsibility of the company to ensure availability of the grid connectivity.
- 2) Necessary clearance/open access as the case may be has to be obtained from SLDC before pumping energy into the grid and sale will be accepted only after issue of the above approval and execution of EPA.
- 3) Any power injected in to the grid without valid contractual agreement for grid connectivity, power purchase etc., will be treated as violation as per the relevant provisions of Electricity Act 2003, TNERC's grid code, Regulations/orders etc and dealt accordingly.
- 4) No payment will be made under any circumstances for such unauthorized pumping of energy.
- 5) Day-ahead declared capacity wherever applicable shall be submitted to SE/EDC/ Concerned and SLDC and the generator shall strictly abide by the instructions issued by LDC/SLDC, and strictly adhere to the TNERC grid code.
- 6) The Interface meter(s) shall be open for inspection by the Distribution Licensee as per the TNERC's Regulations/Codes/orders.
- 7) The company shall adhere to the directions received from the State Load Despatch Centre (SLDC) /LDC as per provisions of Sec 32, 33 & 37 of Electricity Act, 2003 for safe grid operation and directions if any, issued under Sec.11 of Electricity Act, 2003.

- 8) The company shall adhere to the various provisions of Electricity Act 2003, Hon'ble TNERC's various orders, Intra state open access Regulations 2014, Tamil Nadu Electricity Grid Code etc., and their amendments issued from time to time.
- 9) The transmission, wheeling and other charges including Parallel Operation Charges (POC) wherever applicable will be as per TNERC's relevant tariff Orders/Regulations.
- 10) Any Tax as per the Tamil Nadu Tax on consumption or sale of power as per Electricity Act, 2003 shall be paid.
- 11) The company may apply one month before expiry of agreement for fresh approval/extension of agreement and Discom reserves the right to issue fresh approval/extension of agreement.
- 12) The CGP holder shall provide Energy Accounting and Audit meter(s) in the generating station as per the provision of CEA (Installation and operation of meters) Regulation 2006 and subsequent amendment thereon in order to ascertain the quantum of energy generated unit wise, Auxiliary consumption and consumption of energy for startup power etc., and the readings taken regularly and properly accounted, recorded and maintained.
- 13) Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee
- 14) Month wise, gross generation, Aux consumption, captive user, net generation etc., of the Energy Accounting meter(s) shall be furnished to the SE/EDC/concerned within three days of taking of meter reading at interface meter(s) obtained through AMR or through downloaded data as per the format enclosed herewith as **Annexure – I**.
- 15) The company has to maintain the qualifying requirement for CGP status as per the provisions of Rule 3 of Electricity Rules 2005 in a financial year and furnish the required documents on CGP status verification as per procedure/Regulation laid done by TNERC.
- 16) Discom will not be responsible for the loss of generation if any due to break down of lines or any evacuation constraints under unforeseen conditions and no compensation is payable by Discom. However all effects will be taken to maintaining the Discom / TANTRANSCO's equipment to the appropriate standard.
- 17) The company shall agree to the effect that it will not seek any compensation for the excess energy pumped into the grid over and above the permitted level of generation by SLDC or for the loss of energy not generated pursuant to dispatch instructions issued by SLDC.
- 18) Discom will not compensate the generator under any circumstances in case power could not be evacuated due to various reasons not limited to such as breakdown of line/equipment of Discom /TANTRANSCO, grid disturbance etc.
- 19) Compensation for RE generators will be applicable as per the procedure issued by the Commission.

III. Rate for Power Purchase:

Rate of power purchase shall be as per the orders / approval issued by the Commission.

IV. Billing and payment:

a. The energy bills for sale of power shall be claimed by the CGP holder for the Billing period based on the meter reading and presented to the Superintending Engineer of Electricity Distribution Circle where the CGP plant is located.

b. The Distribution Licensee agrees to make payment within the same period prescribed by it to recover payments from HT consumer.

V. Payment Security:

The distribution licensee agrees to open a bankable security in favour of CGP holder for an amount equivalent to an average monthly bill at the option of the CGP holder for infirm power purchase.

VI. Applicability of the Acts, Regulations and Guidelines. -

The parties shall be bound by the provisions contained in the Electricity Act, 2003, Regulations, notifications, orders and subsequent amendments, if any, made there under from time to time by the Commission and the guidelines issued by the Government of India / Government of Tamil Nadu, as the case may be.

VII. Agreement period:

a. The agreement shall remain in force for a period ----- with effect from **the date of signing of this agreement** and thereafter the term may be extended for further periods based on the mutual agreement between licensee and the CGP holder.

b. In case of any breach or violation of any of the clauses in this agreement or any other valid reasons, by any party, the other party shall be at liberty to cancel this agreement by giving thirty days notice.

VIII. Settlement of Disputes – Arbitration:

If any dispute or difference of any kind whatsoever arises between the parties relating to this agreement, it shall, in the first instance, be settled amicably by the parties failing which the matter shall be referred to the Commission for adjudication of such dispute under section 86(1) (f) of the Electricity Act 2003.

IX. Force Majeure. -

Both the parties shall ensure compliance of the terms and conditions of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s);

IIN WITNESS WHERE OF Thiru..... Acting for and on behalf _____ of the CGP holder and Thru..... Authorized Officer of the distribution licensee acting for and on behalf of the Distribution licensee have hereunto set their signatures on the day, month and year first above mentioned.

SIGNATURE

(CGP holder)

In the presence of Witnesses:

- 1.
- 2.

SIGNATURE

(Authorized officer of Distribution licensee)

In the presence of Witnesses:

- 1.
- 2.

ANNEXURE-I

Sl. No	Unit wise	Gross Generation	Aux. Consumption	In house Consumption if any	Net generation (ex-bus)	Quantum of energy wheeled to		
		MW/Kwhr	MW/Kwhr	MW/Kwhr	MW/Kwhr	Cap. use MW/Kwhr	3 rd party MW/Kwhr	Sale to Board MW/Kwhr
1.	Unit-I							

3.0. DETAILED PROCEDURE FOR APPLICATION FOR GRANT OF LONG TERM, MEDIUM TERM & SHORT TERM OPEN ACCESS

1.0. Eligibility for open access:

- 1.1.** The licensees, generating companies, captive generating plants and consumers shall be eligible for open access to the intra-State transmission system of the State Transmission Utility or any transmission licensee and distribution system of a distribution licensee on payment of applicable charges as per the provisions of TNERC (Grid connectivity and Intra-State Open Access) Regulations, 2014 (here in after referred to as Regulations).
- 1.2.** Open access shall be permissible to the consumers seeking open access capacity up to which the Commission has permitted open access and are connected through an independent feeder emanating from a sub - station of licensee. The consumers who are not on independent feeders shall be allowed open access subject to restrictions in the feeders serving them in line with the Commission's Regulations/Codes/Orders.
- 1.3.** Open Access shall be allowed to the intra state transmission system/distribution system subject to the satisfaction of the conditions contained in the Act/Rules/Regulations/Orders.
- 1.4.** In case of open access under captive category, the procedure as per the Commission's orders read with provisions of the Act/Rules/Regulations shall be followed.

2.0. Non Eligibility of open Access:

- 2.1.** An un-discharged insolvent or a customer having outstanding dues against him for more than two months billing of distribution/transmission licensee or any pending payments due to transmission/distribution licensee at the time of application shall not be eligible for open access.
- 2.2.** In case a customer, to whom open access has already been allowed, is declared insolvent or is having outstanding dues for more than two months billing of transmission or distribution Licensee or any pending payment due to transmission/distribution licensee shall not be eligible for open access from the day he is adjudged as insolvent or failed to clear the amount outstanding for more than two months billing.

3.0. Criteria for granting open access:

- 3.1.** Before awarding long-term open access, the State Transmission Utility shall have due regard to the augmentation required for the intra-State transmission system.
- 3.2.** Medium-term open access or short-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission system or the transmission system under execution.
Provided that no augmentation shall be carried out to the transmission system for the sole purpose of granting medium-term open access or short-term open access.
Provided further that construction of a dedicated transmission line shall not be construed as augmentation of the transmission system in so far as the Regulations are concerned.

- 4.0. Categories of Open Access customers:** The categories of open access customers shall be as notified in the Regulations namely Long term open access, Medium term

open access and short term open access. The application procedure, application fee and the time frame for processing the request of the eligible consumers seeking open access shall be based on the criteria specified in the Regulations as amended from time to time.

4.0. PROCEDURE FOR MAKING APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS TO INTRA STATE TRANSMISSION SYSTEM AND DISTRIBUTION SYSTEM

4.1. Submission of Application

- 4.1.1.** This procedure shall apply to the Applications made for Long-Term Open Access (LTOA) for use of transmission lines of the intra-state transmission system (Intra STS)/Distribution system and/or associated facilities.
- 4.1.2.** This Procedure is in accordance with various provisions of the TNERC (grant of connectivity and intra state open access) Regulations, 2014 (herein referred to as Regulations) and other Regulations / Orders issued by the Commission.
- 4.1.3.** LTOA can be availed for the period as specified in the Regulations as amended from time to time. Availing of LTOA is subject to system load flow studies which may require construction of new transmission capacities.
- 4.1.4.** Application for LTOA can be made by Generating companies including a captive generating plant, consumers, licensees provided that the power station from which the power is being sourced or the load as the case may be should have been already connected to grid or granted permission for connectivity to the grid or have already applied for connectivity to the grid or by applying for connectivity to the grid simultaneously along with the application for open access.
- 4.1.5.** The application for LTOA shall be made in the prescribed (FORMAT-LTOA1) to the nodal agency SLDC/STU as the case maybe. The nodal agencies shall be as notified in the regulations. Presently, the nodal agencies are as follows:

Nodal Agency:

Sl.No.	Location of drawal Point and injection point		Nodal Agency
	Injection	Drawal	
1	Distribution System*	Distribution System	SLDC
2	Distribution System	Intra State Transmission System **	STU
3	Intra State Transmission System	Intra State Transmission System	STU
4	Intra State Transmission System	Distribution System	STU

*Distn System: 33kV and below.

**Intra State Transmission system: Above 33 kV

When the location of injection and drawal points are in different states, the nodal agency shall be the Central Transmission Utility (CTU) as per the Regulations.

4.1.6. The application shall be addressed to:
When SLDC is the Nodal agency-
Chief Engineer/Grid Operation/TANTRANSCO,
3rd Floor, TANTRANSCO Building,
144, Anna Salai, Chennai-2

When STU is the Nodal agency-
Chief Engineer/System Operation/TANTRANSCO*,
1st Floor, TANTRANSCO Building,
144, Anna Salai, Chennai-600 002

*Any Chief Engineer as authorized by the TANTRANSCO with prior approval of the Commission.

4.1.7. Application fee and documents to be enclosed:

4.1.8. The application fee for open access shall be as notified in the Regulations of the commission amended from time to time. The application for open access shall be accompanied with fee (as per the Regulations) and other documents as detailed below:

Sl.No.	Location of drawal and injection point		Application Fee in Rs.	
	Injection	Drawal	For capacity 10 MW and above	For capacity less than 10 MW
1	Distribution System	Distribution System	50,000	25,000
2	Distribution System	Intra State Transmission System	2,00,000	1,00,000
3	Intra State Transmission System	Intra State Transmission System	2,00,000	1,00,000
4	Intra State Transmission System	Distribution System	1,00,000	50,000

4.1.9. Documents to be furnished with the application:

- (i) Proof of payment of application fee.
- (ii) Consent from concerned Distribution licensee
- (iii) PPA or Sale/wheeling agreement of power
- (iv) In case of generating station not already connected to the grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of open access. The implementation of LTOA

shall be only after declaration of COD.

- (v) In case the application is made for transmitting power to the captive users, the procedure as per the Commission's orders/Procedure/Regulations read with provisions of the Act/Rules shall be followed.
- (vi) In the case of co-generation plant, proof of qualification of cogeneration status in accordance to the notifications /guidelines of Ministry of Power.
- (vii) If the Applicant is an Electricity Trader, the copy of valid trading license issued by the Commission.
- (viii) Status of provision of meters (Main & Check) and associated instrument transformers with AMR facility.
- (ix) Status of Online Data transfer facility to SLDC.
- (x) Bank guarantee as prescribed in Regulations and corresponding application / agreement of this procedure.

- 4.1.10.** The application fee may be paid through the online payment provision of "SBI Collect" or any other mode as notified by the nodal agency. The payment reference shall be intimated in the application.
- 4.1.11.** In the application for LTOA, the applicant shall be required to indicate location of the injection point, drawal point, and the quantum of power to be transferred, period of open access i.e. start period and end period etc. and submit the same to the nodal agency.
- 4.1.12.** In cases where there is any material change in location of the applicant or change by more than 10 percent in the quantum of power to be interchanged using intra-state transmission system, the applicant shall make a fresh application along with applicable fees which will be considered in accordance with the Regulations. Earlier application shall be cancelled and application fee for that application shall be forfeited.
- 4.1.13.** An incomplete application, and/or an application not found to be in conformity with these Procedures and Regulations, shall be rejected.
- 4.1.14.** The applicant who requires extension of open access after expiry of long term open access shall submit written request before six months from the start date of LTOA in the Format LTOA1.
- 4.1.15.** The LTOA applicant shall furnish a bank guarantee of Rs. 10,000/- (Rupees ten thousand only) per MW or part thereof (as prescribed in the Regulations) of the total power to be transmitted. The bank guarantee shall be in favour of the Chief Engineer / Grid Operation, SLDC, Chennai-2.
- 4.1.16.** The bank guarantee shall be valid and subsisting till the execution of the long-term open access agreement in the case when augmentation of transmission system is required or till operationalisation of long-term open access when augmentation of transmission system is not required.
- 4.1.17.** The bank guarantee is liable to be invoked by the nodal agency,
 - (i) If the LTOA application is withdrawn by the applicant.
 - (ii) The long-term open access rights are relinquished prior to the operationalization of such long-term open access when augmentation of transmission system is not required.

- (iii) If the applicant fails to sign the Long Term Open Access Agreement with STU or a tripartite agreement with STU and intra state transmission licensee other than STU, as the case may be, and fails to furnish appropriate bank Guarantee for construction phase (augmentation), within stipulated time indicated in the intimation letter.
- (iv) If the applicant fails to revalidate the earlier furnished Bank Guarantee at least 30 days prior to its expiry.

4.1.18. The aforesaid bank guarantee will stand discharged with operationalization of long-term open access, when augmentation of transmission system is not required or the submission of appropriate bank guarantee required to be given by the applicant to the STU during construction phase when augmentation of transmission system is required.

4.1.19. If the augmentation of the system is required and if the Bank Guarantee already furnished along with the application viz. Rs. 10,000/- (Rupees ten thousand only) per MW or part thereof is lesser than 10% of the total estimate cost of the augmentation system, the additional bank guarantee of Rs..... (the difference in amount between Rs.10,000/- per MW and 10% of the total estimate cost of the augmentation system) shall be furnished and shall be valid and subsisting till the execution of long term open access agreement.

4.2. PROCESSING OF APPLICATIONS

4.2.1. The application shall be processed on first come first served basis. In case of applications received by post, the date of receipt of applications in the office of the nodal agency shall be considered as the date of the application. On establishment of IT infrastructure at STU/SLDC, applications will be processed through online.

4.2.2. The nodal agency shall carry out system studies in Intra STS/Distribution system to examine the adequacy of the transmission/distribution system within a short period so that the decision to grant Long term access is arrived within the time frame specified in the Regulations. The load flow studies should clearly state whether system augmentation is required or not and the works involved in system strengthening with estimates of costs to be incurred by the STU/distribution licensee, design features of construction to be undertaken by the applicant and the supervision charges required to be paid by the applicant for execution of their works. The letter of intimation for grant of open access shall be provisional and shall be applicable only after signing of necessary agreement, furnishing Bank Guarantee where required, and shall be part of the agreement.

4.2.3. The load flow study results with details as in para above shall be communicated to the applicant by nodal agency informing the time limit (15 days) within which the concurrence shall be given by the applicant from the receipt of the communication from nodal agency. If concurrence is not given by the applicant within above stipulated time, the application will be treated as cancelled and application fee will be forfeited. On receipt of concurrence, the nodal agency shall intimate grant of open access and direct the applicant to enter into a Long term open access agreement with SLDC/ STU within seven/fifteen days where no augmentation/augmentation is involved as the case maybe.

- 4.2.4.** The nodal agency may change system strengthening requirements identified for a particular project on the basis of any subsequent study carried out on its own motion or on another application for LTOA, with the purpose of optimum utilization of the transmission system or to conserve limited right-of-way, and in such event, the changes carried out by the nodal agency shall be intimated to the applicant, or any other person associated with the LTOA, provided that the optimized system shall not work to the disadvantage of the applicant. However these changes shall be notified quickly before signing of the LTOA agreement.
- 4.2.5.** After obtaining concurrence from the applicant, the LTOA agreement shall be signed in FORMAT LTOA-3 where augmentation is involved and in FORMAT LTOA- 4 where no augmentation is involved. The agreements shall be signed within 15 days, on intimation of the decision to grant open access.
- 4.2.6.** The long-term open access agreement shall contain the date of commencement of long-term open access, the point of injection of power into the grid and point of drawal from the grid, quantum of power to be transmitted, the details of dedicated transmission lines if any required and the open access charges to be paid by the applicant to STU, SLDC and the Distribution licensee. In case, augmentation of transmission system is required, the long term open access agreement shall contain the time line for construction of the facilities of the applicant and the licensee, the bank guarantee required to be given by the applicant and other details.
- 4.2.7.** In case transmission system of Intra-state transmission licensee other than STU is used, the applicant shall sign a tripartite long-term open access agreement with STU and intra-State transmission licensee as provided in regulation 13 of Commission's Open Access Regulations.
- 4.2.8.** If the system augmentation is involved, the applicant shall make payment of necessary charges within the time specified by the nodal agency. The applicant shall submit the additional bank guarantee of Rs..... (the difference in amount between Rs.10,000/- per MW and 10% of the total estimate cost of the augmentation system) during construction phase.
- 4.2.9.** The works shall be completed by the applicant/STU/Distribution licensee as the case maybe within the timelines specified in the agreements. The timelines shall be fixed such that the time frame for disposal of application mentioned in schedule 1 and 2 for applicants connected to the Distribution system and applicants connected to the intra State transmission system of the Regulations are complied with.
- 4.2.10.** After the completion of the work, the LTOA approval will be issued by the Nodal agency in the Format LTOA-2 within 120 days where no system augmentation is involved and within 150 days where system augmentation is involved, from the date of receipt of the application.
- 4.2.11.** In case, the grid connectivity is under process while applying for LTOA, the LTOA commencing date will be only after the date of COD for the non RE Generators and for the RE Generators DoC (Date of Commissioning). However the open access customer shall pay the open access charges from the committed date of COD / DoC.
- 4.2.12.** On being satisfied that the requirements specified in regulations 9 and 10 of the Regulations are complied with, the nodal agency shall grant Long term open access for the period stated in the application.

4.2.13. Immediately after grant of Long-term open access, the nodal agency shall inform the SLDC and Distribution licensee concerned so that they can consider the same while processing requests for short- term open access received under the Regulations till the commencement of LTOA.

4.3. Consent by distribution licensee:

4.3.1. In respect of a consumer connected with distribution system seeking Open access, such consumer shall be required to submit the consent of the distribution licensee concerned. The distribution licensee shall convey its consent to the applicant by e-mail or by any other usually recognized mode of communication, within three (3) working days of receipt of the application. Format of application for issue of consent shall be as per **Format-2C**.

4.3.2. While processing the application from a generator seeking consent for open access, the distribution licensee shall verify the following, namely-

- (i) Existence of infrastructure necessary for time-block-wise energy metering and accounting in accordance with the provisions of the State Grid Code/CEA metering Regulation in force; and
- (ii) Availability of capacity in the distribution network; and
- (iii) Availability of Remote Terminal Unit (RTU) and communication facility to transmit real-time data to the SLDC or AMR Server.

4.3.3. Where existence of necessary infrastructure and availability of capacity in the distribution network has been established, the distribution licensee shall convey its consent to the applicant by e-mail or by any other usually recognized mode of communication, within three (3) working days of receipt of the application;

4.3.4. In case the distribution licensee finds that the application for consent is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or by any other usually recognized mode of communication, within two (2) working days of receipt of the application;

4.3.5. In case the application has been found to be in order but the distribution licensee refuses to give consent on the grounds of non- existence of necessary infrastructure or unavailability of surplus capacity in the distribution network, such refusal shall be communicated to the applicant by e-mail or by any other usually recognized mode of communication, within the period of two (2) working days from the date of receipt of the application, along with reasons for such refusal;

4.3.6. Where the distribution licensee has not communicated any deficiency or defect in the application within two (2) working days from the date of receipt of application, or refusal or consent within the specified period of three (3) working days from the date of receipt of the application as the case may be , consent shall be deemed to have been granted;

Provided that the applicant shall submit to the Nodal agency a copy of the acknowledgement, if any, given by the Distribution licensee, or any other evidence in support of delivery of the application to the Distribution licensee.

4.3.7. Notwithstanding anything contained in this procedure/Regulations, the Nodal Agency shall be at liberty to summarily reject an application for Open Access on the ground of non compliance of the provisions of these Regulations, more specifically the provisions relating to timely payment of the charges leviable hereunder.

4.4. Renewal of Long-term open access

4.4.1. On the expiry of the period of long-term open access, the long-term open access shall stand extended on a written request provided by the long-term customer to the State Transmission Utility /SLDC as the case may be, submitted at least six months prior to such expiry, mentioning the period for extension that is required.

4.4.2. In case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand terminated on the date upto which it was initially granted.

4.5. Relinquishment of access rights

4.5.1. A long-term customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as per the Commission's Intra-State Open Access Regulations, which is as follows:

- (a) Long-term customer who has availed access rights for 12 years and above.
 - (i) Notice of one year – If such a customer submits an application to the STU / SLDC at least one year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.
 - (ii) Notice of less than one year – If such a customer submits an application to the STU / SLDC at any time lesser than a period of one year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of a notice period of one (1) year.
- (b) Long-term customer who has availed access rights for less than 12 (twelve) years – Such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights. Such a customer shall submit an application to the STU at least one year prior to the date from which such customer desires to relinquish the access rights. In case a customer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.

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

4.5.3. The compensation paid by the long-term customer for the stranded transmission capacity shall be used for reducing transmission charges payable by other long-term customers and medium-term customers in the year in which such compensation

payment is due in the ratio of transmission charges payable for that year by such long-term customers and medium-term open access customers.

4.6. INTER STATE LONG- TERM OPEN ACCESS

4.6.1. STU/SLDC shall issue the consent or otherwise for the open access customers who opt for interstate General Network Access (GNA) as per CERC regulations, procedures in force. In case the applicant is connected to the distribution licensee, the distribution licensee shall convey its consent or otherwise within 3 working days of receipt of request of the applicant.

4.6.2. Application for consent from STU/SLDC can be made by a Generating company, a consumer, an electricity trader or distribution licensee as per the format of CERC. The power station from which the power is being sourced should have been already connected to the grid in line with the Regulations. The application shall be submitted to STU/ SLDC. The application shall be addressed to the following address:

Chief Engineer/System Operation/TANTRANSCO,
(Or any other chief engineer authorized by the TANTRANSCO with prior approval of the Commission)

1st Floor, TANTRANSCO Building,
144, Anna Salai, Chennai-600 002

4.6.3. In the application for consent, the applicant shall be required to indicate location of the injection point, drawal point, the quantum of power to be transferred, period of open access i.e. start period & end period and submit the same to nodal agency.

4.6.4. The following documents are to be enclosed with the application.

- (i) Proof for payment of non-refundable concurrence processing fee of Rs.5000/-per transaction.
- (ii) Details of approved connectivity of the applicant with grid.
- (iii) Power Purchase Agreement/Sale/Wheeling agreement.
- (iv) Status of provision of Interface meters with AMR facility.
- (v) Status of Online Data transfer facility to SLDC.
- (vi) If the Applicant is an Electricity Trader the copy of valid trading license issued by Appropriate Commission.
- (vii) Consent of Distribution Licensee for sale/purchase of power to/from other states.

An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected and the application fee will be forfeited.

4.7. Processing of consent application: SLDC/ STU shall check the application and convey its consent in the format specified by the CERC on receipt of the application. After getting concurrence from SLDC/ STU, the open Access customer shall approach CTU for further processing of application.

4.8. Collection of open access Charges: All the open access charges such as Transmission charges, Scheduling and system operation charges, wheeling charges,

cross subsidy surcharges, additional surcharges, grid availability charges, charges levied for harmonics, deviation charges and reactive energy charges as applicable shall be made by the applicant as per the prevailing CERC & TNERC Regulations and orders issued from time to time.

4.9. Payment security mechanism: The applicant shall open an irrevocable letter of credit in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months, including CSS calculated on the energy adjusted during the previous financial year and in case of New Open access applicants the energy proposed to be adjusted.

4.10. Scheduling of Long Term Open access Transaction

4.10.1. Scheduling of interstate open access transactions shall be as specified by the Central Commission. Intra state open access transactions in respect of consumers and all generating stations irrespective of capacity shall be scheduled by SLDC in accordance with the provisions of the TN Electricity Grid code/Deviation settlement mechanism Regulations.

4.10.2. While scheduling on day-ahead basis, Distribution licensee followed by long-term Open access customers would have the highest priority, followed by medium term customers and then followed by short-term customers. In case of curtailment becoming necessary as a result of deviation by the applicant from final dispatch and drawal schedule intimated by SLDC, curtailment shall be done as per the procedure issued by the Commission in this regard.

4.10.3. In case of curtailment of capacity by SLDC, transmission charges payable shall remain unaffected and the SLDC / Discom shall follow the curtailment procedures issued in this regard.

4.10.4. The day wise/block wise scheduling for LTOA transactions shall be carried out as per prevailing CERC/TNERC's Deviation Settlement Mechanism Regulations, Open access Regulations, Grid Code and other Orders / Regulations/procedure and its amendments issued from time to time. Accordingly the generators shall declare their ex-bus generation based on their open access approvals and SLDC shall issue despatch instructions based on their availability and open access approval. The generator shall maintain their generation as per the despatch instruction issued by SLDC.

4.11. Transmission and Distribution Losses

4.11.1. Interstate transmission

- (i) The open access customers shall bear the energy losses in the transmission system in accordance with the provisions specified by the Central Commission.
- (ii) In the case of open access consumers who purchase power from outside the State, the power received at ex-periphery of the State shall be scheduled after deduction of Transmission and Distribution losses in kind applicable to STU and Distribution Licensee's network depending upon the voltage level to which they are connected as provided in the Regulations/Orders of the Commission.
- (iii) In the case of generators selling the power outside the state, the generator shall compensate the Transmission and Distribution losses in kind applicable to STU and

Distribution Licensee's and injection zone loss as per prevailing CERC Regulations and Commission's Regulations/Orders issued from time to time.

4.11.2. Intra state transmission & Distribution losses

The open access customers shall bear the energy losses in the distribution and transmission system as per Commission's Regulations/Orders. The Transmission and Distribution losses in kind applicable to TANTRANSCO and Discom network as notified by the Hon'ble Commission depending on the injection and drawal voltage.

4.12. Energy Accounting

4.12.1. The Energy Accounting will be as per TNERC's Deviation Settlement Mechanism and related matters Regulation, 2019 / Forecasting, Scheduling and Deviation Settlement and related matters for wind and solar generation Regulations, 2024 as applicable.

4.12.2. For failure of the consumer to draw committed power, due to any reasons, the distribution licensee shall not compensate the consumer/generator.

4.12.3. In case the consumer draws power when the generator does not generate power or injects less than the committed power, the consumer shall pay excess charges as specified for such categories of consumers in the Commission's regulations/orders issued from time to time.

4.12.4. Deviation from schedule will be governed by the provisions of DSM Regulations

4.13. GENERAL

4.13.1. The applicant shall keep the nodal agency and SLDC/STU indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC/STU harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.

4.13.2. Any amendment/modification to an existing application, except for reasons specifically mentioned in the procedure, shall be treated as a fresh application along with necessary application fee.

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

4.13.4. Payment of transmission charges, fees and charges for the concerned SLDC/STU and Distribution licensee as well as other charges for the above entities as applicable shall be made by the applicant as per the Regulations / Orders / Procedures issued by the Commission from time to time.

4.13.5. The applicant shall abide by the provisions of the Electricity Act, 2003, Rules, Regulations and Indian Electricity Grid Code, State Electricity Grid Code, CEA Regulations as amended from time to time.

4.13.6. Open access customers to the intra-State transmission system and the distribution system in the State on the date of coming into force of the Regulations under an existing agreement or contract shall be entitled to continue to avail such access to the transmission and distribution system on the same terms and conditions, as

stipulated under such existing agreement or contract except regulations 25 and 26 of the Commission's open access Regulations. Regulations 25 and 26 are applicable to all open access customers. Such persons shall on expiry of such existing agreement or contract are eligible to avail long-term open access under the Regulations by making applications at least thirty days prior to the expiry of the existing agreement/contract.

- 4.13.7.** This procedure aims at easy and pragmatic disposal of applications made for Long-term 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 resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of the Commission.
- 4.13.8.** All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Long-term access in Intra STS/ Distribution system shall be directed to the Commission for redressal.

FORMAT LTOA1

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

To
The Chief Engineer/System Operation (or) Grid Operation (as the case may be)
Chennai-2.

1	Customer Application No.		Date		
2	Period of Transaction	<i><12 years to 25 years></i>			
3	Nature of Customer*	<i>< seller / buyer / captive user / trader (on behalf of seller / buyer / captive user)></i>			
<i>< * In terms of power transfer></i>					
4	Customer Name				
5	Registration code*		Valid up to		
<i>< *Registration code shall be as provided by SLDC to the respective Generators></i>					
6	Details of Transaction with Grid by Entities				
		Injecting Entity	Drawee Entity		
	Name of Entity				
	Status of Entity*				
	Utility in which it is Embedded	<i>< Discom / TANTRANSCO ></i>	<i>< Discom ></i>		
<i>< * In terms of ownership-State Utility/CPP/IP/ISGS/Discom/applicant/specify, if any other></i>					
7	Connectivity details of Entities with Intra-State System				
		Injecting Entity		Drawee Entity	
	Name of Sub-Station	Transmission			
		Distribution			
	Voltage Level	Transmission			
		Distribution			
	T&D Loss %				
	(Owner of Sub-station) as applicable (TANTRANSCO / DISCOM)				
	Intervening Intra-State Licensee (if applicable)				
	Intervening Inter-State Licensee (if applicable)				
<i>< Distribution license, if required, may treat interface periphery as its connectivity points></i>					
8	Open Access Sought for (Period from date to date)				
	Date		Hours		Capacity
	From	To	From	To	MW*

< *MW at point of injection>						
9	Details of PPA/PSA/MoU					
	Name & Address of Parties		Date of PPA/PSA/MoU	Validity Period		Capacity
	Seller	Buyer		Commencement	Expiry	MW*
< *MW at point of injection>						
10	Details of Non-Refundable Application Fee Paid					
	Bank Details	Instrument Details				Amount(Rs.)
		Type(Draft/Cash)	Instrument No.	Date		
11	Details of Bank Guarantee					
	Bank Details	Instrument Details				
		Instrument No.	Period of Validity		Amount(Rs.)	
12	Undertaking: I hereby offer my consent and authorize SLDC for allotment of Open Access capacity and to schedule the capacity on day-ahead basis in accordance with the provisions of Deviation Settlement Mechanism.					
13	Declaration: It is hereby declared that this applicant unequivocally confirms to comply with the terms and conditions and has fully understood the procedures, general instructions, commercial terms and standard terms and conditions issued by Licensees concerned for long term / medium term open access under Open Access Regulation, 2014 and other related Regulations, Rules and Procedures issued by the Commission from time to time.					

Place
Date

Signature (with stamp)
Name & Designation

Enclosures

1. Application fee Payment Receipt.
2. Copy of grid connectivity approval.
3. LOA/Concurrence from Distribution Licensee.
4. Co-gen status/CGP ownership criteria -formats prescribed in Commissions orders.
5. A bank guarantee of Rs.10,000/- per MW (or) part there of the total power transmitted.
6. The copy of valid trading licensee [If the applicant is trader] issued by Appropriate Commission.
7. Copy of PPA/MoU/PSA entered between buyer and seller.
8. Any other relevant document specified by STU/SLDC.
9. Standard Terms and conditions duly signed by the applicant (Format-5D).

Format – LTOA 2
(Approval for long term Open Access)
(Issued by STU/SLDC)

	Nodal STU/SLDC Approval No.		Date	
1	Customer Application No.		Date	
2	Period of Transaction			
3	Nature of customer			
4	Customer Name		HTSC No.	
5	Customer EDC			
6	Details of Transaction with Grid by Entities			
		Injecting Entity	Drawee Entity	
	Name of the Entity			
	Status of Entity			
	Utility in which it is embedded			
7	Connectivity details of Entities with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission		
		Distribution		
	Voltage level	Transmission		
		Distribution		
	T & D Loss %			
	Name of Licensee (Owner of Sub-station) as applicable (TANTRANSCO / DISCOM)			
	Intervening Intra-State Licensee (if applicable)			
	Intervening Inter-State Licensee (if applicable)			
8	Details of LTOA Approval			
	Period	Requested Quantum at Injection end (MW)	Approved Quantum at Injection end (MW)	
	From	To		

9	Details of Non- Refundable Application Fee paid			
	Collection Account Head (as applicable)	Instrument Details		
		Receipt No.	Date	Amount (Rs.)
10	The day-ahead scheduling within the approved Quantum shall be incorporated in accordance with the provisions of TNERC Grid Connectivity and Intra State Open Access Regulations-2014.			
11	The approval is subject to provisions of TNERC Grid Connectivity and Intra State Open Access Regulations, 2014 and any other relevant Regulation/Order/Code as amended and applicable from time to time.			
12	In addition to the above, the OA customers shall abide by the standard terms and conditions as submitted along with the application.			
13	In case of captive wheeling, if the generator fails to maintain the CGP status as per the prevailing Rules / Procedure / Regulation and the consumer is proved to be the non captive user of that CGP, then the power availed as captive user during the entire period of open access transaction will be treated as third party transaction and will attract cross subsidy surcharge.			

Place :

Signature (With Stamp)

Date :

Name & Designation

To

1.

2.

Copy Submitted To

Copy to

Format - LTOA3

(Long Term Open Access Agreement -To be executed between STU/Distribution Licensee and open access customer where system augmentation is involved)

This agreement made at _____ on this _____ day of _____ Two thousand _____ between M/s. _____ (Name of the open access customer (Generator / consumer) and address) hereinafter called "the open access customer" which expression shall wherever the context so permits means and includes the successors in interest, executors, administrators and assigns represented by Thiru. _____ Son of _____ officiating as _____ in the generating company / entity of Consumer / and having authorization to execute this agreement on behalf of it as Party of the **First part**

AND

State Transmission Utility (concerned Superintending Engineer / Operation Circle) /Transmission licensee/ The Distribution Licensee as the case may be (_____) having its office at _____ hereinafter called "STU/Distribution Licensee" which expression shall wherever the context so permits means and includes the successors in interest, administrators and assigns represented by Thiru _____ S/o _____ (_____) as Party of the **Second part**

WHEREAS

- i) the parties herein have executed this agreement for carrying out the construction of transmission system and transmission / distribution system augmentation work with STU /Distribution licensee's network.
- ii) this agreement is only for construction of transmission system and transmission / distribution system augmentation. The open access customer (Generator/consumer) has to execute separate agreement for Open access/Wheeling after getting approval from the appropriate agency.
- iii) the open access customer (Generator/consumer) has expressed his consent to the Transmission Licensee/Distribution Licensee, his proposal to carry out the construction of transmission system work as per load flow study conducted by system studies wing in the Transmission Licensee/Distribution Licensee's Transmission network .
- iv) the open access customer (Generator/consumer) has paid the application fees wherever applicable as notified by the Tamil Nadu Electricity Regulatory Commission, hereinafter called "the Commission".
- v) the STU/Distribution Licensee has accepted the proposal of the open access customer (Generator/consumer) for construction of transmission system to be executed by the open access customer (Generator/consumer) to Transmission networks as per Lr. No. _____ on the terms and conditions hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

TERMS AND CONDITIONS.-

1. Definitions.-

In this agreement,

- (a) **"Force Majeure"** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to -

- iv) natural disasters (earthquakes, hurricane, floods);
- v) wars, riots or Civil Commotions and other upheavals;
- vi) grid / Transmission system's failure not attributable to parties hereto;
- vii) pandemic as declared by the State/Central Government

- (b) ***"Inter connection point"** means the Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the Transmission system;

*In the case of renewable energy generator, the inter connection point means the interface point of renewable energy generating facility with the transmission system or distribution system, as the case may be:

- (i) in relation to wind energy projects and solar photovoltaic projects, inter connection point shall be line isolator on outgoing feeder on HV side of the pooling sub-station;
- (ii) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects, the inter connection point shall be line isolator on outgoing feeder on HV side of generator transformer;

- (c) **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing Transmission / distribution system; and

- (d) **'Meter'** means a 'Meter' as defined in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

2. Transmission system erection and system augmentation:-

- (a) The open access customer (Generator/consumer) agrees to execute the construction of transmission system as per load flow study and pay for the augmentation works at the STU/Distribution Licensee's substation which includes cost of bay extension, cost of switchgear, metering, protection, initial testing, commissioning charges etc. which will be executed by the STU/Distribution Licensee. The cost of augmentation works is Rs. The open access customer shall pay the cost within 15 days of signing of this agreement.

- (b) The party to the first part will erect the transmission system and complete the works on or before 135 days from the date of submission of the application.

- (c) The party to the second part will complete the augmentation works in the substation before three months from the date of payment made by the open access customer towards cost of bay works, augmentation of other systems on or before 135 days from the date of submission of application.
- (d) If the open access customer or the STU/Distribution Licensee could not complete the works within the specified period, the parties to the agreement shall in mutual consultation agree for revised schedule for completion of works.
- (e) Where a dedicated transmission system used for open access has been constructed for exclusive use of an open access customer, the transmission, wheeling charges for such dedicated system shall be worked out by the licensee and got approved by the Commission and shall be borne entirely by such open access customer till such time the surplus capacity is allotted and used by other persons or for other purposes.
- (f) In case intra state transmission system or distribution system is used by an open access customer in addition to inter-state transmission system, transmission charges and wheeling charges as fixed and approved by the Commission shall be payable for use of intra-state system in addition to payment of transmission charges for inter-state transmission.
- (g) The open access customer and the STU/Distribution Licensee shall comply with the provisions contained in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and amendments issued by time to time, which includes the following namely;
 - i) Connection Agreement;
 - ii) Site responsibility schedule;
 - iii) Access at Connection site;
 - iv) Site Common Drawings;
 - v) Safety;
 - vi) Protection System and Co-ordination; and
 - vii) Inspection, Test, Calibration and Maintenance prior to Connection.
- (h) The Open access customer shall comply with the safety measures contained in section 53 of the Electricity Act, 2003 (Act 36 of 2003);
- (i) Both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, Tamil Nadu Electricity Grid Code, the Electricity Act, 2003, Rules, Regulations issued by the Commission / Central Electricity Authority /GoI and amendments issued thereon, from time to time; and
- (j) Both the parties shall comply with the guidelines issued by the Government of India / Government of Tamil Nadu, from time to time.

3. Operation and Maintenance-

- (a) The open access customer agrees to minimize drawal of reactive power from the Licensee's network at an interconnection point as per the provisions of the Tamil Nadu Electricity Grid Code, the Indian Electricity Grid Code TNERC Regulations and orders as the case may be.
- (b) The open access customer agrees that the STU / Distribution Licensee shall not be responsible for any damage during the execution of transmission system and that the STU/Distribution Licensee shall not be liable to pay any compensation for any such damage.

- (c) Grid availability shall be subject to the restriction and control as per the orders of the State Load Despatch Centre and as per Tamil Nadu Electricity Grid Code;
- (d) The open access customer (consumer) can avail the purchased power subject to the Restriction and Control measures imposed / approved by the Commission from time to time.
- (e) If the interfacing line is established by the generator, the interfacing line(s) shall be maintained by themselves after availing proper line clear from the concerned officer of the STU / Distribution Licensee. Further the generator shall pay the annual bay maintenance cost to the STU/Distribution Licensee towards the bays provided at the licensee's substation where the interfacing line is terminated, as per the prevailing Commission's orders/Regulations. Bills for the same will be sent from the concerned Official of STU / Distribution Licensee in the succeeding month and the generator will pay the bill within five working days of receipt of bill.

4. Submission of Bank Guarantee:

- (a) The bank guarantee of Rs..... (Rs.10,000/- per MW) furnished along with the application seeking long term open access shall be valid and subsisting till the execution of long term open access agreement.
- (b) When the Bank Guarantee mentioned in clause (a) is lesser than 10% of the total estimate cost of the augmentation system, the additional bank guarantee of Rs..... (the difference in amount between Rs.10,000/- per MW and 10% of the total estimate cost of the augmentation system as specified in para 2 of this agreement) shall be furnished shall be valid and subsisting till the execution of long term open access agreement.

5. Metering Arrangements.–

- (a) The metering arrangements with AMR facilities for transferring meter data to remote server shall be provided in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and its amendments, Tamil Nadu Electricity Regulatory Commission's Grid Connectivity and Intra State Open Access Regulations, 2014 and its amendments, other Codes / Regulations in consultation with STU/Distribution Licensee. The periodicity of testing, checking, calibration etc., for the metering system (Including Instrument Transformer) will be governed by the Regulations issued by the Central Electricity Authority / Commission in this regard;
- (b) The STU/Distribution Licensee shall provide Check Meters of the same specifications as that of Main Meters.
- (c) Main and Check Meters shall have facility to communicate its reading to SLDC / AMR Server on real-time basis. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee;
The periodical readings of the meters (Main & Check) obtained through AMR or through downloaded data is to be communicated to generator /consumer(s) by the Licensee before preparation of monthly bill.

- (d) The open access customer can have a standby meter of the same specification, tested by the NABL accredited laboratory and sealed by the STU/Distribution Licensee.
- (e) The Main and Check Meters shall be tested for accuracy as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006. The meters shall be tested using NABL accredited mobile laboratory or at any accredited laboratory approved by the Commission in the presence of parties involved. Both parties shall seal Main and Check meters. Defective meter shall be replaced immediately.
- (f) Check meter readings shall be considered when Main Meters are found to be defective or stopped. Provided that, if difference between the readings of main and check meter vis-à-vis main meter reading exceeds twice the percentage error applicable to relevant class, both meters shall be tested and the one found defective shall be immediately replaced and reading of other will be considered.
- (g) If during test or calibration, both the main meter and the check meter are found to have errors beyond permissible limits, the bill shall be revised for the previous Three months or for the exact period if known and agreed upon by both the parties, by applying correction as determined by the STU/Distribution Licensee to the consumption registered by the meter with lesser error.
- (h) The open access customer shall check the healthiness of meters (due to blowing of the P.T. fuses or due to any other causes) by superficially checking indicator lamps or by taking readings as frequently as possible. If both the main meter and the check meter fail to record energy either due to the blowing of the P.T. fuses or due to any other causes, the energy imported /exported may be arrived at based on the standby meter, if available, or by mutual agreement of the parties involved.
- (i) All meters with AMR facility are to be linked with SLDC / AMR Server.
- (j) Energy Accounting Meters: If the generator happens to be an open access customer, it shall be the responsibility of the generator to provide energy accounting meters as per the provisions of CEA Regulations 2006 and its amendments in order to ascertain the quantum of energy generated unit wise, auxiliary consumption and consumption of energy for startup power. The energy meters shall be provided at various locations as agreed between parties to the agreement and approved by the licensee in the drawing.

6. Adjustment of Energy Generated and Wheeled:

- (a) The minimum limit of load for sale through open access by the open access customer shall be governed by the Intra State Open Access Regulations
- (b) Adjustment of energy is subject to the Intra-State DSM regulations in force and the same shall be done in accordance with the Commission's Regulations/Orders in force.

7. Charges. –

- (a) Startup power Charges – Start up power shall be provided as provided in the Commission's Open Access Regulations, 2014 and the generator shall pay the Distribution Licensee for the supply of startup power as notified in the said Regulations and the orders issued by the Commission from time to time.
- (b) Reactive energy charges – Reactive energy Charges are recoverable as per the Commission's regulations / Code /order in force.
- (c) Parallel Operation charges - Generating Plants who opt for parallel operation of the generator with licensee for safe and secure operation of the generator has to pay

Parallel Operation charges every month as notified in Commission's Regulations/Orders. The bills for the same will be sent by the concerned officer of the STU/Distribution Licensee in the succeeding calendar month and the generator shall pay the bill within five working days of receipt of the bill.

- (d) Any additional charges that may be notified by the Commission at a later date shall also be levied, from the date as approved by the Commission.
- (e) In case of deviation between the schedule and the actual injection or drawal in respect of an open access customer shall come under the purview of the TNERC DSM Regulations and subsequent amendments as notified by the Commission from time to time.
- (f) In case the open access customer fails to make any payment due to STU/Distribution licensee, connectivity/open access will be discontinued after issue of notice of fifteen days without prejudice to STU/Distribution licensee's right to recover such dues by suit.

8. Standard terms and conditions:-

- (a) STU/Distribution licensee will have absolute ownership of the bay, equipments erected under augmentation for which payment has been made by the open access customer.
- (b) The works executed by the open access customer shall be with the qualified contractors of STU.
- (c) The Open access customer shall indemnify STU/Distribution licensee for any damage to equipments/accidents of any type including loss of life during the erection work and should be settled by the company.
- (d) For any damage to STU/Distribution licensee's equipments during the above erection work, the same shall be replaced at the open access customer's cost and the open access customer shall not claim any refund of amount from STU/Distribution Licensee
- (e) The open access customer shall pay the Operation and maintenance charges and rental charges and other charges, if any, for the bay equipments regularly to STU/Distribution Licensee as per prevailing orders of the Commission.
- (f) The materials to be procured should be as per specifications of STU/Distribution licensee.
- (g) The open access customer shall have to pay for any deviation in the estimate amount if any as and when intimated.
- (h) The open access customer shall adhere to the directions received from the State Load Despatch Centre under Sections 32,33 & 37 of the Electricity Act,2003 and directions if any, issued under Sec.11 of Electricity Act, 2003.
- (i) The open access customer shall adhere to the various provisions of Electricity Act 2003, Commission's Orders, Regulations, Tamil Nadu Electricity Grid Code etc., and their amendments issued from time to time.
- (j) The open access customer shall adhere to the instructions of the Sub-LDC/SLDC as the case may be for grid availability and safe operation of the grid.
- (k) Any alteration or deletion in the terms and conditions of this agreement is to be carried out based on mutual agreement between the STU/Distribution Licensee and the open access customer.
- (l) The quantum of power to be purchased by the open access consumer both interstate (collective transaction and bilateral transaction) and intra-state open access transactions together shall not exceed their sanctioned demand at any time (Except wind and solar).

- (m) The open access consumers can use the purchased power only up to their sanctioned demand and shall draw the power according to their schedule only.
- (n) The open access customers have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
- (o) Any additional charges that may be approved by the Commission at a later date shall be levied from the date as approved by the Commission.
- (p) The Generator shall give necessary transaction wise day ahead schedule of the generation based on the OA approval to concerned officer of the Distribution Licensee (SE's of Electricity Distribution Circles where open access customers both consumer, generator are located) and SLDC within the time frame mentioned in Tamil Nadu Electricity Grid Code and Deviation Settlement Mechanism Regulations.
- (q) The generator shall not declare their capacity over and above the approved quantum for LTOA for specified purpose (except for wind and solar Power Plant). If they declare their capacity above the LTOA quantum, it will not be accounted.
- (r) The generator has to back down/shutdown their generation as per SLDC instructions for which no compensation is eligible and it is the responsibility of the generator to intimate their open access consumers and concerned officers of Distribution Licensee(SE/EDCs) regarding their outage of plant or lesser supply of committed power by giving due schedules. Accordingly the open access consumers shall reduce their drawal.
- (s) The Wheeled power scheduled at ex-periphery of the Generator shall be subject to deduction of STU/ Distribution Licensee's Transmission and distribution losses as per the Regulations.
- (t) The generator shall not inject power into grid without any contracted agreement and necessary open access approval. If injected without approval it will not be accounted for billing.
- (u) If the open access consumer does not draw the committed power due to any reason, the generator / consumer will not be compensated by the Distribution Licensee.
- (v) Load shedding in view of grid security is inevitable and hence lesser/non drawal due to load shedding or feeder tripping on protection and break down shall not be compensated. The generator shall not claim any compensation for any difficulties arising due to outage, breakdown of the transmission system and for constraints in the grid.
- (w) The billing shall be done on monthly basis and energy accounting shall be done block to block wise on first charge basis from the monthly consumption as per Deviation Settlement Mechanism Regulation.
- (x) The issues related to Energy accounting towards generation, energy used by generators, used by open access consumers, penal measures and any other disputes arising in the above shall be sorted out at the SLDC.
- (y) In case of violation of any terms and conditions and / or non-payment of any of the charges payable, the open access shall be discontinued after giving advance notice of fifteen days to the customer and action will be taken as per provision in the Regulation.
- (z) The STU reserves the right to withdraw the concurrence to operate the company's generator set in parallel with grid if any of the condition is violated or for any valid reason.
- (aa) These conditions are in addition to other conditions as stipulated in the Commission's Regulations/orders in force.

- (bb) The open access customer shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, Grid connectivity and Intra-state Open Access regulations 2014, Deviation Settlement Mechanism and prevailing regulations/orders of the Commission and amendments from time to time.
- (cc) In case the generator happens to be a captive power plant this approval does not absolve the generator from maintaining their CGP status. The generator is responsible to ensure the minimum percentage of their Captive consumption and share holding throughout the year towards complying with Electricity Rules, 2005 and regulations/orders of the Commission and amendments from time to time (Applicable both for generator and captive users).
- (dd) The permitted open access customer shall furnish an undertaking to the effect that the customer will strictly adhere the terms and conditions specified and indemnify STU/Distribution licensee for any loss or damage suffered by it by allowing wheeling under open access.
- (ee) STU/Distribution Licensee will not compensate the generator under any circumstances in case power could not be evacuated due to various reasons not limited to such as breakdown of line/equipment of STU grid disturbance etc. However all efforts shall be taken to maintaining STU's equipments to the appropriate standards.
- (ff) If any of the terms and conditions deviates the Regulations/Procedures/Orders of the Commission, the Regulations/Procedures/Orders of the Commission will prevail upon these terms and conditions.

9. Applicability of the Acts, Regulations and Guidelines.–

The parties shall be bound by the provisions contained in the Electricity Act, 2003, Rules, Regulations, notifications, orders and subsequent amendments, if any, made there under from time to time by the Commission and the guidelines issued by the Government of India / Government of Tamil Nadu, as the case may be.

10. Agreement Period. –

- (a) The tenure of this agreement shall be for a period upto which the augmentation works are completed and the LTOA agreement in "Format LTOA Agreement –IV" is executed after completion of augmentation works.
- (b) The parties to the agreement may at any time once during tenure of agreement at the end of that financial year renegotiate the existing agreement mutually within the framework of the then existing relevant regulations, codes and orders of the Commission in force for reasons other than clause 9 (c) of this agreement.
- (c) In case of any breach or violation of any of the clauses in this agreement or any other valid reasons, by any party, the other party shall be at liberty to cancel this agreement by giving thirty days notice.
- (d) The relinquishment of open access shall be as per the provisions of TNERC Grid connectivity and Intra State open access regulations 2014 and subsequent amendments thereon.

11. Settlement of Disputes. –

If any dispute or difference of any kind whatsoever arises between the parties on reconciliation of energy / payment to this agreement. It shall, in the first instance, be

settled amicably, by the parties, failing which either party may approach the Commission for the adjudication of such disputes under section 86 (1) (f) of the Electricity Act, 2003;

12. Force Majeure. –

Both the parties shall ensure compliance of the terms and conditions of this agreement. However, no party shall be liable for payment of any claim on any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s), within 30 days of occurrence of the event(s)

In witness whereof Thiru. _____ acting for and on behalf of _____ (open access customer) and concerned Superintending Engineer / Operation Circle _____ Authorized Officer of the Transmission Licensee/Distribution Licensee acting for and on behalf of the Transmission Licensee/Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses:

Signature

- 1)
- 2)

Open access customer
Common seal

In the presence of witnesses:

Signature

- 1)
- 2)

Superintending Engineer / Operation Circle concerned
(Authorized Officer of the STU)
/Authorized Officer of the Transmission Licensee
/ Authorized Officer of the Distribution Licensee

Format - LTOA 4

(Long Term Open Access Agreement– To be executed between STU/Distribution Licensee and open access customer where no augmentation is involved)

This agreement made at _____ on this _____ day of _____ Two thousand _____ between M/s. _____ (Name of the open access customer – Generator/Consumer, address) hereinafter called the 'open access customer' which expression shall wherever the context so permits means and includes the successors in interest, executors, administrators and assigns represented by Thiru. _____, S/o _____ officiating as _____ in the Company / firm / consumer entity and having authorization to execute the agreement on behalf of the it as Party of the **First part**

_____ and
M/s _____ (Name of the Superintending Engineer /
Operation Circle Concerned / Transmission/ Distribution
Licensee) _____ having its office at _____
hereinafter called "the STU/Licensee", which expression shall wherever the context so permits means and includes the successors in interest, administrator and assigns represented by the _____ (Designation of the officer of STU/Distribution Licensee) as Party of the **Second part;**

WHEREAS

- i) the open access customer proposes to wheel the energy (Power) from _____ (Name and address of the Generating Plant/Plants) to the destination of consumption through the Transmission / Distribution network of the STU/Distribution Licensee under third party sale / Captive category.

OR

the open access customer has sent to the STU/Distribution Licensee, his proposal to wheel the energy generated from the Generating Plant having capacity of _____ MW installed at _____ village _____ taluk in _____ district / commissioned / to be commissioned on or about _____ through the STU/ Distribution Licensee's Transmission/Distribution network **to his use** bearing HT service ----- Numbers ____ (HT Tariff. _____) of _____ in _____ Distribution Circle under third party sale / Captive category;

- ii) the open access customer has paid the open access registration fee, agreement fee and other fees as notified by the Tamil Nadu Electricity Regulatory Commission hereinafter called "the Commission";

AND

- iii) the STU/Distribution Licensee has accepted the proposal of the open access customer for wheeling of energy from the Generating Plant to the destination of use through the

STU/Distribution Licensee's Transmission/Distribution networks under third party sale / Captive category as per LTOA approval No. Lr. No. _____ on the terms and conditions hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

TERMS AND CONDITIONS-

12.1 **Definitions :**

In this agreement, -

- (a) **"Force Majeure"** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to -
- (i) natural disasters (earthquakes, hurricane, floods);
 - (ii) wars, riots or Civil Commotions and other upheavals;
 - (iii) grid / Transmission system's failure not attributable to parties hereto;
 - (iv) pandemic as declared by the State/Central Government
- (b) ***"Inter connection point"** means the Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the Transmission system;
- *In the case of renewable energy generator, the inter connection point means the interface point of renewable energy generating facility with the transmission system or distribution system, as the case may be:
- (i) in relation to wind energy projects and solar photovoltaic projects, inter connection point shall be line isolator on outgoing feeder on HV side of the pooling substation;
 - (ii) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects, the inter connection point shall be line isolator on outgoing feeder on HV side of generator transformer;
- (c) **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing Transmission / distribution system; and
- (d) **'Meter'** means a 'Meter' as defined in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amendments issued from time to time.

12.2 **Connectivity to the Grid :**

- (a) The open access customer and the STU/Distribution Licensee shall comply with the provisions contained in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and amendments issued from time to time, which includes the following namely;
- (i) Connection Agreement
 - (ii) Site responsibility schedule;
 - (iii) Access at Connection site;
 - (iv) Site Common Drawings;

- (v) Safety;
 - (vi) Protection System and Co-ordination; and
 - (vii) Inspection, Test, Calibration and Maintenance prior to Connection.
- (b) Both the parties agree to comply with the safety measures contained in section 53 of the Electricity Act,2003 (Act 36 of 2003);
 - (c) Both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, Tamil Nadu Electricity Grid Code, the Electricity Act, 2003, Rules, and Regulations issued by the Commission/Central Electricity Authority/GoI and amendments issued thereon, from time to time; and
 - (d) Both the parties shall comply with the guidelines issued by the Government of India/Government of Tamil Nadu, from time to time.

12.3 **Operation and Maintenance:**

- (a) The open access customer agrees to minimize drawal of reactive power from the STU/Distribution Licensee's Transmission/Distribution network at the interconnection point as per the provisions of the Tamil Nadu Electricity Grid Code and the Indian Electricity Grid Code, as the case may be.
- (b) The open access customer agrees to maintain the equipments at his premises including the transformer, switch gear and protection equipments and other allied equipments at his cost to the satisfaction of the authorized officer of the STU/Distribution Licensee.
- (c) The changing of the rupturing capacity of the switch gear and settings of the relays, if any, shall be subject to the approval of the authorized officer of the STU/Distribution Licensee.
- (d) The sub-station at the premises of the open access customer shall be maintained effectively and operated by competent and qualified personnel.
- (e) Grid availability shall be subject to the restriction and control as per the orders of the State Load Dispatch Centre and as per Tamil Nadu Electricity Grid Code.
- (f) The consumer can avail the power from the Generating Plant subject to the Restriction and Control measures imposed / approved by the Commission from time to time.
- (g) If the interfacing line is established by the generator, the interfacing line(s) shall be maintained by themselves after availing proper line clear from the concerned officer of the STU / Distribution Licensee. Further the generator shall pay the annual bay maintenance cost to the STU/Distribution Licensee towards the bays provided at the licensee's substation where the interfacing line is terminated, as per the prevailing Commission's orders/Regulations. Bills for the same will be sent from the concerned Official of STU / Distribution Licensee in the succeeding month and the generator will pay the bill within five working days of receipt of bill.

12.4 **Bank guarantee:**

The bank guarantee of Rs..... (Rs.10,000/- per MW) furnished along with the application seeking long term open access will stand discharged with operationalization of long-term open access.

12.5 **Metering Arrangements:**

- (a) The metering arrangements with AMR facilities for transferring meter data to remote server shall be provided in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and its amendments Tamil Nadu Electricity Regulatory Commission's Grid Connectivity and Intra State Open Access Regulations, 2014 and its amendments, other Codes / Regulations in consultation with STU/Distribution Licensee. The periodicity of testing, checking, calibration etc., for the metering system (Including Instrument Transformer) will be governed by the Regulations issued by the Central Electricity Authority / Commission in this regard;
- (b) The STU/Distribution Licensee shall provide Check Meters of the same specifications as that of Main Meter.
- (c) Main and Check Meters shall have facility to communicate its reading to SLDC / AMR Server on real-time basis. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee;
The periodical readings of the meters (Main & Check) obtained through AMR or through downloaded data is to be communicated to generator /consumer(s) by the Licensee before preparation of monthly bill.
- (d) The open access customer can have a standby meter of the same specification, tested by the NABL accredited laboratory and sealed by the STU/Distribution Licensee.
- (e) The Main and Check Meters shall be tested for accuracy as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006. The meters shall be tested using NABL accredited mobile laboratory or at any accredited laboratory approved by the Commission in the presence of parties involved. Both parties shall seal Main and Check meters. Defective meter shall be replaced immediately.
- (f) Check meter readings shall be considered when Main Meters are found to be defective or stopped. Provided that, if difference between the readings of main and check meter vis-à-vis main meter reading exceeds twice the percentage error applicable to relevant class, both meters shall be tested and the one found defective shall be immediately replaced and reading of other will be considered.
- (g) If during test or calibration, both the main meter and the check meter are found to have errors beyond permissible limits, the bill shall be revised for the previous Three months or for the exact period if known and agreed upon by both the parties, by applying correction as determined by the STU/Distribution Licensee to the consumption registered by the meter with lesser error.
- (h) The open access customer shall check the healthiness of meters (due to blowing of the P.T. fuses or due to any other causes) by superficially checking indicator lamps or by taking readings as frequently as possible. If both the main meter and the check meter fail to record energy either due to the blowing of the P.T. fuses or due to any other causes, the energy imported /exported may be arrived at based on the standby meter, if available, or by mutual agreement of the parties involved.
- (i) All meters with AMR facility are to be linked with SLDC / AMR Server.
- (j) Energy Accounting Meters: If the generator happens to be an open access customer, it shall be the responsibility of the generator to provide energy accounting meters as per the provisions of CEA Regulations 2006 and its amendments in order to ascertain the quantum of energy generated unit wise, auxiliary consumption and consumption of energy for startup power. The energy meters shall be provided at various locations as agreed between parties to the agreement and approved by the licensee in the drawing.

12.6 **Adjustment of Energy Generated and Wheeled:**

- (c) The minimum limit of load for sale through open access by the open access customer shall be governed by the Intra State Open Access Regulations.
- (d) Adjustment of energy is subject to the Intra-State DSM regulations in force and the same shall be done in accordance with the Commission's Regulations/Orders in force.

12.7 **Charges:**

- (a) Transmission and Wheeling charges. - Transmission and Wheeling charges shall be payable by the open access customer as per the order of the Commission for the time being in force.
- (b) Losses to be paid in kind - The open access customer shall compensate the average loss from the point of injection to the point of drawal as per the order of the Commission for the time being in force/ as per specific terms in the PPAs if any exists.
- (c) Scheduling and System operation Charges. - These charges shall be payable as per the order of the Commission for the time being in force.
- (d) Cross Subsidy Surcharge & Additional surcharge: The cross subsidy surcharge shall be payable by the open access customer as per the orders of the Commission in force.
- (e) Deviation charge: Scheduling of all transactions pursuant to grant of long-term open access shall be carried out on day ahead basis in accordance with the relevant provisions of IEGC/CERC Open Access Regulations for inter-State transactions and in accordance with State Grid Code or Commission's Regulations / orders for intra-State transactions. Deviations between the schedule and the actual injection/drawal in respect of an open access consumer who is not a consumer of the Distribution licensee and the generator, shall be as per prevailing DSM Regulations.
- (g) Startup power Charges – Start up power shall be provided as provided in the Commission's Open Access Regulations 2014 and its subsequent amendments and the generator shall pay the Distribution Licensee for the supply of startup power as notified in the said Regulations and the orders issued by the Commission from time to time.
- (f) Reactive energy charges - Reactive energy Charges are recoverable as per the Commission's regulations / Code /order in force.
- (g) Parallel Operation charges -Captive Generating Plant who opt for parallel operation of the generator with licensee for safe and secure operation of the generator has to pay Parallel Operation charges every month as notified by the Commission in the Regulation/Orders.
- (h) Any additional charges that may be approved by the Commission at a later date shall also be levied, with retrospective effect or from the date as approved by the Commission.

12.8 **Billing:**

- (a) 15 minutes block wise energy accounting shall be done as per the DSM Regulations concerned.
- (b) The distribution licensee shall raise bills for the net energy consumed by the consumer after adjusting the wheeled energy, where the consumption by the consumer is more than the generation from the Generating Plant at the rate applicable to that category of consumer.

- (c) The distribution licensee shall raise bills on the consumer for the charges payable for backup power and power drawn for other purposes, wheeling charges, excess demand & excess energy charges, etc, as per the order / regulations of the Commission for the time being in force.
- (d) The STU/SLDC shall raise bills on the open access customer for the charges payable towards transmission charges, scheduling and system operation charges, etc. as per the order / regulations of the Commission for the time being in force.
- (e) In case the open access customer fails to make any payment due to STU/Distribution licensee within the specified due dates, wheeling/energy adjustment will not be made and action will be taken to withdraw the Open Access granted.
- (f) In case a person, to whom open access has already been allowed, is declared insolvent or is having outstanding dues for more than two months billing of transmission or distribution Licensee (or) fails to make any other charges pertaining to STU/Distribution licensee, he shall not be eligible for open access from the day he is adjudged as insolvent or failed to clear the amount outstanding for more than two months billing (or) fails to make any other charges pertaining to STU/Distribution licensee, following the due procedure as in the Regulations.

12.9 **Payment of Security Deposit :**

The consumer drawing power from the Generating Plant shall pay to the distribution licensee a security deposit for the net energy supplied by the distribution licensee as specified by the Commission in its orders / regulations in force.

12.10 **Standard Terms and Conditions:**

- (a) The quantum of power to be purchased by the open access consumer both interstate (collective transaction and bilateral transaction) and intra-state open access transactions together shall not exceed their sanctioned demand at any time (Except wind and solar).
- (b) The open access consumers can use the purchased power only up to their sanctioned demand and shall draw the power according to their schedule only.
- (c) The open access customers have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
- (d) Any additional charges that may be approved by the Commission at a later date shall be levied from the date as approved by the Commission.
- (e) The Generator shall give necessary transaction wise day ahead schedule of the generation based on the OA approval to concerned officer of the Distribution Licensee (SE's of Electricity Distribution Circles where open access customers both consumer, generator are located) and SLDC within the time frame mentioned in Tamil Nadu Electricity Grid Code and Deviation Settlement Mechanism Regulations.
- (f) The generator shall not declare their capacity over and above the approved quantum for LTOA for specified purpose (except for wind and solar Power Plant). If they declare their capacity above the LTOA quantum, it will not be accounted.
- (g) The generator has to back down/shutdown their generation as per SLDC instructions for which no compensation is eligible and it is the responsibility of the generator to intimate their open access consumers and concerned officers of Distribution Licensee(SE/EDCs) regarding their outage of plant or lesser supply of committed power by giving due schedules. Accordingly the open access consumers shall reduce their drawal.

- (h) The Wheeled power scheduled at ex-periphery of the Generator shall be subject to deduction of STU/ Distribution Licensee's Transmission and distribution losses as per the Regulations.
- (i) The generator shall not inject power into grid without any contracted agreement and necessary open access approval. If injected without approval it will not be accounted for billing.
- (j) If the open access consumer does not draw the committed power due to any reason, the generator / consumer will not be compensated by the Distribution Licensee.
- (k) Load shedding in view of grid security is inevitable and hence lesser (non) drawal due to load shedding or feeder tripping on protection and break down shall not be compensated. The generator shall not claim any compensation for any difficulties arising due to outage, breakdown of the transmission system and for constraints in the grid.
- (l) The billing shall be done on monthly basis and energy accounting shall be done block to block wise on first charge basis from the monthly consumption as per Deviation Settlement Mechanism Regulation.
- (m) The issues related to Energy accounting towards generation, energy used by generators, used by open access consumers, penal measures and any other disputes arising in the above shall be sorted out at the SLDC.
- (n) In case of violation of any terms and conditions and / or non-payment of any of the charges payable, the open access shall be discontinued after giving advance notice of fifteen days to the customer and action will be taken as per provision in the Regulation.
- (o) The STU reserves the right to withdraw the concurrence to operate the company's generator set in parallel with grid if any of the condition is violated or for any valid reason.
- (p) These conditions are in addition to other conditions as stipulated in the Commission's Regulations/orders in force.
- (q) The open access customer shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, Grid connectivity and Intra-state Open Access regulations 2014, Deviation Settlement Mechanism Regulations and prevailing regulations/orders of the Commission and amendments from time to time.
- (r) In case the generator happens to be a captive power plant this approval does not absolve the generator from maintaining their CGP status. The generator is responsible to ensure the minimum percentage of their Captive consumption and share holding throughout the year towards complying with Electricity Rules, 2005 and regulations/orders of the Commission and amendments from time to time (Applicable both for generator and captive users).
- (s) The permitted open access customer shall furnish an undertaking to the effect that the customer will strictly adhere the terms and conditions specified and indemnify STU/Distribution licensee for any loss or damage suffered by it by allowing wheeling under open access.
- (t) STU/Distribution Licensee will not compensate the generator under any circumstances in case power could not be evacuated due to various reasons not limited to such as breakdown of line/equipment of STU grid disturbance etc. However all efforts shall be taken to maintaining STU's equipments to the appropriate standards.

- (u) If any of the terms and conditions deviates the Regulations/Procedures/Orders of the Commission, the Regulations/Procedures/Orders of the Commission will prevail upon these terms and conditions.

12.11 Applicability of the Acts, Regulations and Guidelines –

The parties shall be bound by the provisions contained in the Electricity Act, 2003, Commission's Regulations, Rules, notifications, orders and the amendments issued from time to time and the guidelines issued by the Government of India/ Government of Tamil Nadu, as the case may be.

12.12 Agreement Period –

- (a) The tenure of this agreement shall be _____(years/months/days/hours) calculated from the date of this agreement and thereafter the tenure may be extended for further periods based on the mutual agreement between the STU/Distribution Licensee and the open access customer consistent with the Commission's Intra-State Open Access regulations. The classification of the terms (Long term, Medium term, Short-term, etc.) is as per the Commission's Intra State Open Access Regulations.
- (b) The parties to the agreement may at any time once during tenure of agreement at the end of that financial year renegotiate the existing agreement mutually within the framework of the then existing relevant regulations, codes and orders of the Commission in force for reasons other than clause 12 (c) of this agreement.
- (c) In case of any breach or violation of any of the clauses in this agreement or any other valid reasons, by any party, the other party shall be at liberty to cancel this agreement by giving thirty days notice.
- (d) The relinquishment of open access shall be as per the provisions of TNERC Grid connectivity and Intra State open access regulations 2014 and subsequent amendments thereon.

12.13 Settlement of Disputes–

If any dispute or difference of any kind whatsoever arises between the parties on reconciliation of energy / payment to this agreement. It shall, in the first instance, be settled amicably, by the parties, failing which either party may approach the Commission for the adjudication of such disputes under section 86 (1) (f) of the Electricity Act, 2003;

12.14 Force Majeure –

Both the parties shall ensure compliance of the terms and conditions of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s);

In witness whereof Thiru._____ acting for and on behalf of _____ (consumer) and _____ Authorized Officer of the STU/ Transmission / Distribution Licensee acting for and on behalf of the STU/ Transmission/ Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses:

- 1.
- 2.

Signature
Open Access Customer
Common Seal

In the presence of witnesses:

- 1)
- 2)

Signature
Superintending Engineer / Operation Circle concerned
(Authorized Officer of the STU)
/Authorized Officer of the Transmission Licensee
/ Authorized Officer of the Distribution Licensee

5.0. PROCEDURE FOR MAKING APPLICATION FOR GRANT OF INTRA-STATE MEDIUM TERM OPEN ACCESS TO INTRA STATE TRANSMISSION SYSTEM AND DISTRIBUTION SYSTEM

1. Submission of Application

- 1.1 This procedure shall apply to the Applications made for Medium -Term Open Access (MTOA) for use of transmission lines of the intra-state transmission system (Intra STS)/Distribution system and/or associated facilities.
- 1.2 This Procedure is in accordance with various provisions of the TNERC (grant of connectivity and intra state open access) Regulations, 2014 (herein referred to as Regulations) and other Regulations / Orders issued by the Commission.
- 1.3 MTOA can be availed for the period as specified in the Regulations and as amended from time to time. No augmentation of transmission system shall be carried out for the sole purpose of granting MTOA. Construction of dedicated transmission line shall not be construed as augmentation of the transmission system.
- 1.4 The start date of the medium-term open access shall not be earlier than 5 months and not later than 1 year from the last day of the month in which application has been made.
- 1.5 Application for MTOA can be made by a Generating company including a captive generating plant, a consumers, licensees provided the power station from which the power is being sourced or the load as the case may be, should have been already connected to grid or granted permission for connectivity to the grid or already have applied for connectivity to the grid.
- 1.6 The application for MTOA shall be made in the prescribed format (FORMAT MTOA-1) to the nodal agency SLDC/STU as the case maybe. The nodal agencies shall be as notified in the Regulations. Presently, the nodal agencies are as follows:
Nodal agency:

Sl. No.	Location of drawal and injection point		Nodal Agency
	Injection	Drawal	
1	Distribution System*	Distribution System	SLDC
2	Distribution System	Intra State Transmission System**	STU
3	Intra State Transmission System	Intra State Transmission System	STU
4	Intra State Transmission System	Distribution System	STU

*Distribution System :33 KV and below.

**Transmission System : above 33 kV

When the location of injection and drawal points are in different states, the nodal agency shall be the CTU as per the Regulations.

- 1.7 The application shall be addressed to:
When SLDC is the Nodal agency –

Chief Engineer/Grid Operation/TANTRANSCO
 3rd Floor, TANTRANSCO Building,
 144, Anna Salai,
 Chennai-600 002

When STU is the Nodal agency -:
 Chief Engineer/System Operation/TANTRANSCO *,
 1st Floor, TANTRANSCO Building,
 144, Anna Salai, Chennai-600 002.

*Any Chief Engineer as authorized by the TANTRANSCO with
 prior approval of the Commission.

1.8 Application fee and documents to be enclosed:

1.8.1 The application for open access shall be accompanied with fee and other documents as follows:

Sl. No.	Location of drawal and injection point		Application Fee in Rs.	
	Injection	Drawal	For capacity 10MW and above	For capacity less than 10MW
1	Distribution System	Distribution System	50,000	25,000
2	Distribution System	Intra State Transmission System	1,00,000	50,000
3	Intra State Transmission System	Intra State Transmission System	1,00,000	50,000
4	Intra State Transmission System	Distribution System	1,00,000	50,000

1.8.2 Documents to be enclosed with the application:

- (i) Proof for payment of non-refundable application fee.
- (ii) Connectivity agreement as applicable
- (iii) Consent from concerned Distribution licensee
- (iv) PPA or Sale of Power /Wheeling agreement
- (v) In case of generating station not already connected to the grid, documentary evidence for completion of the connectivity showing that the same shall be completed before the intending date of Medium term open access. The implementation of MTOA shall be only after declaration of COD.

- (vi) In case the application is made for transmitting power to the captive users, the procedure as per the Commission's orders read with provisions of the Act/Rules/Regulations shall be followed.
 - (vii) In the case of co generation plant, proof of qualification of cogeneration status in accordance to the notifications/guidelines of Ministry of Power, issued by concerned officer.
 - (viii) If the Applicant is an Electricity Trader, the copy of valid trading license issued by the Appropriate Commission.
 - (xi) Status of provision of meters (Main & Check) and associated instrument transformers with AMR facility.
 - (ix) Status of Data transfer facility to SLDC
 - (x) Bank guarantee as prescribed in Regulations and corresponding application / agreement of this procedure.
- 1.9 The application fee may be paid through the online payment provision of "SBI Collect" or any other mode as notified by the nodal agency. The payment reference shall be intimated in the application.
- 1.10 In the application for MTOA, the applicant shall be required to indicate location of the injection point, drawal point, the quantum of power to be transferred, period of open access i.e. start period and end period etc and submit the same to nodal agency.
- 1.11 An incomplete application and/or an application not found to be in conformity with these procedures and Regulations shall be rejected.
- 1.12 The application shall be accompanied by a bank guarantee of Rs. 2,000/- (Rupees two thousand only) per MW or part there of the total power to be transmitted. The bank guarantee shall be in favour of the officer to be notified by the nodal agency.
- 1.13 The bank guarantee shall be valid and subsisting till operationalisation of Medium-Term open access.
- 1.14 The bank guarantee may be encashed by the nodal agency,
- i. if the application is withdrawn by the applicant or
 - ii. the Medium-Term open access rights are relinquished prior to the operationalisation of such rights.
 - iii. If the applicant fails to sign the Medium Term Open Access agreement with STU /SLDC or a tripartite agreement with STU /SLDC and intra State transmission licensee other than STU, as the case maybe within the stipulated time indicated in the intimation letter.
 - iv. If the applicant fails to revalidate the earlier furnished bank guarantee prior to its expiry.
- 1.15 The start date of MTOA can be any day of the month. However, it shall not be earlier than five months and later than one year from the last day of the month in which the application has been made.

2.0. PROCESSING OF APPLICATIONS :-

- 2.1. The application shall be processed on first come first served basis. In case of applications received by post, the date of receipt of applications in the office of the nodal agency shall be considered as the date of the application. On establishment of IT infrastructure at STU / SLDC, applications will be processed through online.

- 2.2. The nodal agency shall carry out system studies in Intra STS/Distribution system to examine the adequacy of the transmission system and inform the applicant of the grant of open access within a short period, so that the decision to grant medium term access is arrived within the time frame specified in the Regulations i.e. 20/40 days from the date of receipt of application. The load flow results shall reveal the works involved with cost estimates. Where a dedicated line is to be erected, the applicant shall be informed accordingly. The intimation of grant of open access shall be provisional and shall be applicable only after signing of necessary agreement, and shall be part of the agreement.
- 2.3. The load flow study results will be communicated to the applicant by nodal agency informing the time limit within which the concurrence shall be given by the applicant from the receipt of the communication from nodal agency. If concurrence is not given by the applicant within stipulated time, the application will be treated as cancelled. The works shall be completed by the applicant/STU/Distribution licensee as the case maybe within the timelines specified in the agreements. The timelines shall be fixed such that the time frame for disposal of application mentioned in schedule 1 and 2 for applicants connected to the Distribution system and applicants connected to the intra State transmission system of the Regulations are complied with i.e. 20/40 days from the date of receipt of application respectively.
- 2.4. After the completion of the work the MTOA approval will be issued by the Nodal agency within the time specified in the schedule 1 & 2 of the Regulations i.e. 20/40 days from the date of receipt of application.
- 2.5. In case, the grid connectivity is under process while applying for MTOA, the MTOA commencing date will be only after the date of COD for the non RE Generators and for the RE Generators DoC (Date of Commissioning). However the open access customer shall pay the open access charges from the committed date of COD / DoC.
- 2.6. If the transmission system capacity is not adequate, the nodal agency may refuse the MTOA within the time frame specified in schedule 1 and 2 of the Commission's Open Access Regulations, i.e. 20/40 days from the date of receipt of application.
- 2.7. On being satisfied that the requirements specified in regulations 9 and 10 of the Regulations are complied with, the nodal agency shall grant medium term open access for the period stated in the application.
Provided that for reasons to be recorded in writing, the nodal agency may grant MTOA for a period less than that sought for by the applicant.
On receipt of concurrence, the nodal agency shall intimate grant of open access and direct the applicant to enter into a medium term open access agreement with STU in the FORMAT MTOA 3.
- 2.8. The medium-term open access agreement shall contain the date of commencement of medium-term open access, the point of injection of power into the grid and point of drawal from the grid, quantum of power to be transmitted, the details of works to be undertaken with timelines, and the open access charges to be paid by the applicant to STU, SLDC and Distribution licensee.
- 2.9. In case transmission system of Intra-state transmission licensee other than STU is used, the applicant shall sign a tripartite medium term open access agreement with STU and intra-State transmission licensee.

- 2.10. The applicant shall make payment of necessary charges within the time specified by the nodal agency. If the work is carried out by the applicant, the establishment and supervision charges shall be paid by the applicant within the time stipulated in the advise.
- 2.11. Immediately after grant of medium-term open access, the nodal agency shall inform the SLDC and Distribution licensee concerned so that they can consider the same while processing requests for short- term open access received under the Regulations.

3.0 Consent by distribution licensee:

- 3.1 In respect of a consumer connected to a distribution system seeking Open access, such consumer shall be required to submit the consent of the distribution licensee concerned. The distribution licensee shall convey its consent to the applicant by e-mail or by any other usually recognized mode of communication, within three (3) working days of receipt of the application. The consent shall be as per Format - 2C.
- 3.2 While processing the application from a generating station seeking consent for open access, the distribution licensee shall verify the following, namely-
 - (i) Existence of infrastructure necessary for time-block-wise energy metering and accounting in accordance with the provisions of the State Grid Code in force; and
 - (ii) Availability of capacity in the distribution network; and
 - (iii) Availability of Remote Terminal Unit (RTU) and communication facility to transmit real-time data to the SLDC or AMR server.
- 3.3 Where existence of necessary infrastructure and availability of capacity in the distribution network has been established, the distribution licensee shall convey its consent to the applicant by e-mail or by any other usually recognized mode of communication, within three (3) working days of receipt of the application;
- 3.4 In case the distribution licensee finds that the application for consent is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or by any other usually recognized mode of communication, within two (2) working days of receipt of the application;
- 3.5 In case the application has been found to be in Order but the distribution licensee refuses to give consent on the grounds of non- existence of necessary infrastructure or unavailability of surplus capacity in the distribution network, such refusal shall be communicated to the applicant by e-mail or by any other usually recognized mode of communication, within the period of two (2) working days from the date of receipt of the application, along with reasons for such refusal;
- 3.6 Where the distribution licensee has not communicated any deficiency or defect in the application within two (2) working days from the date of receipt of application, or refusal or consent within the specified period of three (3) working days from the date of receipt of the application as the case may be , consent shall be deemed to have been granted;
Provided that the applicant shall submit to the Nodal agency a copy of the acknowledgement, if any, given by the Distribution licensee, or any other evidence in support of delivery of the application to the Distribution licensee.

- 3.7 Notwithstanding anything contained in this procedure/ISOA Regulations, the Nodal Agency shall be at liberty to summarily reject an application for Open Access on the ground of non compliance of the provisions of these Regulations, more specifically the provisions relating to timely payment of the charges leviable hereunder.

4.0 Renewal of Medium-Term Open access

On the expiry of period of the medium-term open access, the medium-term customer shall not be entitled to any overriding preference for renewal of the term.

5.0 Relinquishment of access rights

A customer who has been granted MTOA may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the medium-term customer relinquishing its rights shall pay applicable transmission charges for the period of relinquishment or 30 days whichever is lesser.

6.0 INTERSTATE MEDIUM TERM OPEN ACCESS

- 6.1 SLDC shall issue the consent for the open access customers who opt for Temporary General Network Access (T-GNA) as per CERC regulations/procedures in force. In case the applicant is connected to the distribution licensee, the distribution licensee shall convey its consent within 3 working days of receipt of request of the applicant.
- 6.2 Application for consent from SLDC can be made by a Generating station, a consumer, an electricity trader or distribution licensee as per the format of CERC. The power station from which the power is being sourced or the load as the case may be, should have been already connected to grid in line with the Regulations. The application shall be submitted to SLDC. The application shall be sent to the following address:

The Chief Engineer/Grid Operation/TANTRANSCO*
3rd Floor, TANTRANSCO Building,
144, Anna Salai
Chennai-600 002.

(* Or any other chief engineer authorized by the TANTRANSCO with prior approval of the Commission)

- 6.3 In the application for concurrence, the applicant shall be required to indicate location of the injection point, drawal point, the quantum of power to be transferred, period of open access i.e. start period & end period and submit the same to nodal agency in the format prescribed by CERC.
- 6.4 Documents to be enclosed with the application:
- 1) Proof for payment of non-refundable concurrence processing fee of Rs.5000/- per transaction.
 - 2) Details of approved connectivity of the applicant with the grid.
 - 3) Power Purchase / Wheeling agreement.
 - 4) Status of provision of Interface meters and metering set with AMR facility.
 - 5) Status of Data transfer facility to SLDC.
 - 6) If the Applicant is an Electricity Trader, the copy of valid trading license issued by the Appropriate Commission.

7) Consent of distribution licensee for sale/purchase of power to/from other states.

An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected and the application fee will be forfeited.

7.0 Processing of consent application.

SLDC shall check the application and convey its consent in the format specified by the CERC on receipt of the application.

After getting consent from SLDC, the HT consumer/generator shall approach CTU for further processing of application.

8.0 Collection of open access Charges.

8.1 All the open access charges such as Transmission charges, Scheduling and system operation charges, wheeling charges, cross subsidy charges, additional surcharges, Grid availability charges, deviation energy charges and Reactive energy charges as applicable shall be made by the applicant as per the prevailing CERC & TNERC Regulations and orders issued from time to time.

8.2 Payment security mechanism – The applicant shall open an irrevocable letter of credit in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months including CSS calculated on the energy adjusted during the previous financial year and in case of New Open access applicants the energy proposed to be adjusted.

9.0 Scheduling of Medium Term Open access Transaction

9.1 The scheduling of MTOA transactions shall be as per the Regulations. While scheduling on day-ahead basis, Distribution licensee followed by long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.

9.2 In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawal schedule intimated by SLDC, curtailment shall be done as per the procedure issued by the Commission in this regard.

9.3 In case of curtailment of capacity by SLDC, transmission charges payable shall remain unaffected and the SLDC / Discom shall follow the curtailment procedures issued in this regard.

9.4 The day wise/block wise scheduling for MTOA transactions shall be carried out in accordance with the CERC/TNERC's Deviation Settlement Mechanism Regulation, open access regulations, grid code and other orders with amendments then and there. Accordingly the generators shall declare their ex-bus generation based on their open access approvals and SLDC shall issue despatch instructions based on their availability and open access approval. The generator shall maintain their generation as per the despatch instruction issued by SLDC.

10.0 Transmission and Distribution Losses

10.1 Interstate transmission

(i) The open access customers shall bear the energy losses in the transmission system in accordance with the provisions specified by the Central Commission.

- (ii) In the case of open access consumers who purchase power from outside the State, the power received at ex-periphery of the State shall be scheduled after deduction of Transmission and Distribution losses in kind applicable to STU and Distribution Licensee's network depending upon the voltage level to which they are connected as provided in the Regulations/Orders of the Commission.
- (iii) In the case of generators selling the power outside the state, the generator shall compensate the Transmission and Distribution losses in kind applicable to STU and Distribution Licensee's and injection zone loss as per prevailing CERC Regulations and Commission's Regulations/Orders.

10.2 Intra state transmission & Distribution losses

The open access customers shall bear the energy losses in the distribution and transmission system as per Commission's Regulations/Orders. The Transmission and Distribution losses in kind applicable to TANTRANSCO and Discom network as notified by the Hon'ble TNERC depending on the injection and drawal voltage.

11.0 Energy Accounting.

- 11.1. The Energy Accounting shall be as per TNERC's Deviation Settlement Mechanism and related matters Regulation, 2019 / Forecasting, Scheduling and Deviation Settlement and related matters for wind and solar generation Regulations 2024, as applicable.
- 11.2. For failure of the consumer to draw committed power, due to any reasons, the distribution licensee shall not compensate the consumer / generator.
- 11.3. In case the consumer draws power when the generator does not generate power or injects less than the committed power, the consumer shall pay excess charges as specified for such categories of consumers in the Commission's regulations/orders issued from time to time.
- 11.4. Deviation from schedule will be governed by the provisions of DSM Regulations.

12. GENERAL

- 12.1. The applicant shall keep the nodal agency (SLDC/STU) indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, harmless from any and all damages, losses, claims and actions including those relating to injury or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Medium-Term open access transaction.
- 12.2. Any amendment/modification to an existing application, except for reasons specifically mentioned in the procedure, shall be treated as a fresh application.
- 12.3. All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 12.4. Payment of transmission & wheeling charges, fees and other charges for the SLDC/STU and Distribution licensee as applicable shall be made by the applicant as per the Regulations / Orders of the Commission issued from time to time.
- 12.5. The applicant shall abide by the provisions of the Electricity Act, 2003, Rules, Regulations and Indian Electricity Grid Code, State Electricity Grid Code as amended from time to time.

- 12.6. Open access customers to the intra-State transmission system and the distribution system in the State on the date of coming into force of these Regulations under an existing agreement or contract shall be entitled to continue to avail such access to the transmission and distribution system on the same terms and conditions, as stipulated under such existing agreement or contract except regulations 25 and 26 of the Commission's open access Regulations. Regulations 25 and 26 are applicable to all open access customers. Such persons shall on expiry of such existing agreement or contract are eligible to avail open access under the Regulations by making applications at least 30 days prior to the expiry of the existing agreement/contract.
- 12.7. This procedure aims at easy and pragmatic disposal of applications made for Medium-Term Access in Intra State Transmission 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 resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of the Commission.
- 12.8. All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Medium-Term open access in Intra State Transmission System /Distribution system shall be directed to the Commission for redressal.

Format– MTOA1

(APPLICATION FOR GRANT OF MEDIUM-TERM OPEN ACCESS - to be submitted by the customer to STU / SLDC)

To:
The Chief Engineer/Grid Operation/Chennai-2

1	Customer Application No.		Date	
2	Period of Transaction	<3 month to 3 years>		
3	Nature of Customer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		
< * In terms of power transfer>				
4	Customer Name			
5	Registration code*		Valid up to	
<*Registration code shall be as provided by SLDC to the respective Generators >				
6	Details of Transaction with Grid by Entities			
		Injecting Entity	Drawee Entity	
	Name of Entity			
	Status of Entity*			
	Utility in which it is Embedded	< Discom /TANTRANSCO>	< Discom>	
< * In terms of ownership-State Utility/CPP/IP/ISGS/Discom/applicant/specify, if any other>				
7	Connectivity details of Entities with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission		
		Distribution		
	Voltage Level	Transmission		
		Distribution		
	T&D Loss %			
	Name of Licensee(Owner of S/S) as applicable (TANTRANSCO /DISCOM)			
	Intervening Intra-State Licensee (if applicable)			
	Intervening Inter-State Licensee (if applicable)			
< Distribution license, if required, may treat interface periphery as its connectivity points>				
8	Open Access Sought for (Period from date to date)			
	Date	Hours		Capacity
	From	To	From	To
				MW*

< MW* at point of injection >

9	Details of PPA/PSA/MoU					
	Name & Address of Parties		Date of PPA/PSA/MoU	Validity Period		Capacity
	Seller	Buyer		Commencement	Expiry	MW*
< MW* at point of injection >						
10	Details of Non-Refundable Application Fee paid					
	Bank Details	Instrument Details		Amount(Rs.)		
		Type(Draft/Cash)		Instrument No.		Date
11	Details of Bank Guarantee					
	Bank Details	Instrument Details				
		Instrument No.		Period of Validity		Amount(Rs.)
12	Undertaking: I hereby offer my consent and authorize SLDC for allotment of Open Access capacity and to schedule the capacity on day-ahead basis in accordance with the provisions of Deviation Settlement Mechanism.					
13	Declaration: It is hereby declared that this applicant unequivocally confirms to comply with the terms and conditions and has fully understood the procedures, general instructions, commercial terms and standard terms and conditions issued by Licensees concerned for long term / medium term open access under Open Access Regulation, 2014 and other related Regulations, Rules and Procedures.					

Place:

Signature (with stamp)

Date:

Name & Designation

Enclosures

1. Application fee Payment Receipt.
2. Copy of grid connectivity approval.
3. LOA/Concurrence from Distribution Licensee
4. Co-gen status/CGP -ownership criteria - formats prescribed in Commissions orders.
5. A bank guarantee of Rs.2,000/- per MW (or) part there of the total power transmitted.
6. The copy of valid trading licensee[If the applicant is trader] issued by Appropriate Commission.
7. Copy of PPA/MoU/PSA entered between buyer and seller.
8. Any other relevant document specified by STU/SLDC.
9. Standard Terms and conditions duly signed by the applicant (Format-5D).

FORMAT- MTOA 2

(APPROVAL FOR MEDIUM – TERM OPEN ACCESS)

(Issued by STU/SLDC)

	Nodal STU/SLDC Approval No.		Date	
1	Customer Application No.		Date	
2	Period of Transaction			
3	Nature of customer			
4	Customer Name		HTSC No.	
5	Customer EDC			
6	Details of Transaction with Grid by Entities			
		Injecting Entity	Drawee Entity	
	Name of the Entity			
	Status of Entity			
	Utility in which it is embedded			
7	Connectivity details of Entities with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission		
		Distribution		
	Voltage level	Transmission		
		Distribution		
	T & D Loss %			
	Name of Licensee (Owner of Sub-station) as applicable (TANTRANSCO / DISCOM)			
	Intervening Intra-State Licensee (if applicable)			
	Intervening Inter-State Licensee (if applicable)			
8	Details of MTOA Approval			
	Period	Requested Quantum at Injection end (MW)	Approved Quantum at Injection end (MW)	
	From	To		

9	Details of Non- Refundable Application Fee paid			
	Collection Account Head (as applicable)	Instrument Details		
		Receipt No.	Date	Amount (Rs.)
10	The day-ahead scheduling within the approved Quantum shall be incorporated in accordance with the provisions of TNERC Grid Connectivity and Intra State Open Access Regulations-2014.			
11	The approval is subject to provisions of TNERC Grid Connectivity and Intra State Open Access Regulations, 2014 and any other relevant Regulation/Order/Code as amended and applicable from time to time.			
12	In addition to the above, the OA customers shall abide by the standard terms and conditions as submitted along with the application.			
13	In case of captive wheeling, if the generator fails to maintain the CGP status as per the prevailing Rules/Procedure / Regulation and the consumer is proved to be the non captive user of that CGP, then the power availed as captive user during the entire period of open access transaction will be treated as third party transaction and will attract cross subsidy surcharge.			

Place :

Signature (With Stamp)

Date :

Name & Designation

To

1.

2.

Copy Submitted To

Copy to

Format-MTOA3

(Medium Term Open Access Agreement - To be executed between STU/Distribution Licensee and open access customer)

This agreement made at _____ on this _____ day of _____ Two thousand _____ between M/s. _____ (Name of the open access customer – Generator/Consumer, address) hereinafter called the 'open access customer' which expression shall wherever the context so permits means and includes the successors in interest, executors, administrators and assigns represented by Thiru. _____, S/o _____ officiating as _____ in the Company/firm/consumer entity and having authorization to execute the agreement on behalf of the it as Party of the **First part** and

State Transmission Utility (concerned Superintending Engineer / Operation Circle) / Transmission licensee / The Distribution Licensee _____ having its office at _____ hereinafter called "the STU/Distribution Licensee", which expression shall wherever the context so permits means and includes the successors in interest, administrator and assigns represented by the _____ (Designation of the officer of STU/Distribution Licensee) as Party of the **Second part**;

WHEREAS

- i. the open access customer proposes to wheel the energy (Power) from _____ (Name and address of the Generating Plant/Plants) to the destination of consumption through the Transmission / Distribution network of the STU/Distribution Licensee;
OR
the open access customer has sent to the STU/Distribution Licensee, his proposal to wheel the energy generated from the Generating Plant having capacity of _____ MW installed at _____ village _____ taluk in _____ district / commissioned / to be commissioned on or about _____ through the STU/ Distribution Licensee's Transmission/Distribution network **to his use** bearing HT service ----- Numbers _____ (HT Tariff. _____) of _____ in _____ Distribution Circle;
- ii. the open access customer has paid the open access registration fee, agreement fee and other fees as notified by the Tamil Nadu Electricity Regulatory Commission hereinafter called "the Commission"; AND
- iii. the STU/Distribution Licensee has accepted the proposal of the open access customer for wheeling of energy from the Generating Plant to the destination of use through the STU/Distribution Licensee's Transmission/Distribution networks as per MTOA approval No. _____ Lr. No. _____ on the terms and conditions hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

TERMS AND CONDITIONS-

1.0 Definitions :

In this agreement, -

- a) **"Force Majeure"** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to
 - (i) natural disasters (earthquakes, hurricane, floods);
 - (ii) wars, riots or Civil Commotions and other upheavals;
 - (iii) grid / Transmission system's failure not attributable to parties hereto;
 - (iv) pandemic as declared by the State/Central Government
- b) ***"Inter connection point"** means the Generating Plant's switch yard at which point the interconnection is established between the Generating Plant and the Transmission system;
*In the case of renewable energy generator, the inter connection point means the interface point of renewable energy generating facility with the transmission system or distribution system, as the case may be:
 - (i) in relation to wind energy projects and solar photovoltaic projects, inter connection point shall be line isolator on outgoing feeder on HV side of the pooling sub-station;
 - (ii) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects, the inter connection point shall be line isolator on outgoing feeder on HV side of generator transformer;
- c) **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing Transmission / distribution system; and
- d) **'Meter'** means a 'Meter' as defined in the Central Electricity Authority(Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

2.0. Connectivity to the Grid :

- (a) The open access customer and the STU/Distribution Licensee shall comply with the provisions contained in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and amendments issued by time to time, which includes the following namely;
 - (i) Connection Agreement
 - (ii) Site responsibility schedule;
 - (iii) Access at Connection site;
 - (iv) Site Common Drawings;
 - (v) Safety;
 - (vi) Protection System and Co-ordination; and
 - (vii) Inspection, Test, Calibration and Maintenance prior to Connection.
- (b) Both the parties agree to comply with the safety measures contained in section 53 of the Electricity Act,2003 (Act 36 of 2003);

- (c) Both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, Tamil Nadu Electricity Grid Code, the Electricity Act, 2003, Rules, and Regulations issued by the Commission/Central Electricity Authority/GoI and amendments issued thereon, from time to time; and
- (d) Both the parties shall comply with the guidelines issued by the Government of India/ Government of Tamil Nadu, from time to time.

3.0. Operation and Maintenance:

- (a) The open access customer agrees to minimize drawal of reactive power from the STU/Distribution Licensee's Transmission/Distribution network at the interconnection point as per the provisions of the Tamil Nadu Electricity Grid Code and the Indian Electricity Grid Code, as the case may be.
- (b) The open access customer agrees to maintain the equipments at his premises including the transformer, switch gear and protection equipments and other allied equipments at his cost to the satisfaction of the authorized officer of the STU/Distribution Licensee.
- (c) The changing of the rupturing capacity of the switch gear and settings of the relays, if any, shall be subject to the approval of the authorized officer of the STU/Distribution Licensee.
- (d) The sub-station at the premises of the open access customer shall be maintained effectively and operated by competent and qualified personnel.
- (e) Grid availability shall be subject to the restriction and control as per the orders of the State Load Dispatch Centre and as per Tamil Nadu Electricity Grid Code.
- (f) The consumer can avail the power from the Generating Plant subject to the Restriction and Control measures imposed / approved by the Commission from time to time.
- (g) If the interfacing line is established by the generator, the interfacing line(s) shall be maintained by themselves after availing proper line clear from the concerned officer of the STU / Distribution Licensee. Further the generator shall pay the annual bay maintenance cost to the STU/Distribution Licensee towards the bays provided at the licensee's substation where the interfacing line is terminated, as per the prevailing Commission's orders/Regulations. Bills for the same will be sent from the concerned Official of STU / Distribution Licensee in the succeeding month and the generator will pay the bill within five working days of receipt of bill.

4.0 Bank guarantee:

- (a) The bank guarantee of (Rs.2,000/- per MW (or) part there of the total power transmitted)furnished along with the application seeking Medium term open access will stand discharged with operationalization of Medium term open access, when augmentation of transmission system is not required .

5.0 Metering Arrangements:

- (a) The metering arrangements with AMR facilities for transferring meter data to remote server shall be provided in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and its amendments Tamil Nadu Electricity Regulatory Commission's Grid Connectivity and Intra State Open Access Regulations, 2014 and its amendments, other Codes / Regulations in consultation with STU/Distribution Licensee. The periodicity of testing, checking, calibration etc., for the metering system (Including Instrument Transformer) will be governed by the Regulations issued by the Central Electricity Authority / Commission in this regard;

- (b) The STU/Distribution Licensee shall provide Check Meters of the same specifications as that of Main Meter.
- (c) Main and Check Meters shall have facility to communicate its reading to SLDC / AMR Server on real-time basis. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee. The periodical readings of the meters (Main & Check) obtained through AMR or through downloaded data is to be communicated to generator /consumer(s) by the Licensee before preparation monthly bill.
- (d) The open access customer can have a standby meter of the same specification, tested by the NABL accredited laboratory and sealed by the STU/Distribution Licensee. The Main and Check Meters shall be tested for accuracy as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006. The meters shall be tested using NABL accredited mobile laboratory or at any accredited laboratory approved by the Commission in the presence of parties involved. Both parties shall seal Main and Check meters. Defective meter shall be replaced immediately.
- (e) Check meter readings shall be considered when Main Meters are found to be defective or stopped. Provided that, if difference between the readings of main and check meter vis-à-vis main meter reading exceeds twice the percentage error applicable to relevant class, both meters shall be tested and the one found defective shall be immediately replaced and reading of other will be considered.
- (f) If during test or calibration, both the main meter and the check meter are found to have errors beyond permissible limits, the bill shall be revised for the previous Three months or for the exact period if known and agreed upon by both the parties, by applying correction as determined by the STU/Distribution Licensee to the consumption registered by the meter with lesser error.
- (g) The open access customer shall check the healthiness of meters (due to blowing of the P.T. fuses or due to any other causes) by superficially checking indicator lamps or by taking readings as frequently as possible. If both the main meter and the check meter fail to record energy either due to the blowing of the P.T. fuses or due to any other causes, the energy imported /exported may be arrived at based on the standby meter, if available, or by mutual agreement of the parties involved.
- (h) All meters with AMR facility are to be linked with SLDC / AMR Server.
- (i) Energy Accounting Meters: If the generator happens to be an open access customer, it shall be the responsibility of the generator to provide energy accounting meters as per the provisions of CEA Regulations 2006 and its amendments in order to ascertain the quantum of energy generated unit wise, auxiliary consumption and consumption of energy for startup power. The energy meters shall be provided at various locations as agreed between parties to the agreement and approved by the licensee in the drawing.

6.0 Adjustment of Energy Generated and Wheeled:

- (a) The minimum limit of load for sale through open access by the open access customer shall be governed by the Intra State Open Access Regulations.
- (b) Adjustment of energy is subject to the Intra-State DSM regulations in force and the same shall be done in accordance with the Commission's Regulations/Orders in force.

7.0 Charges:

- (a) Transmission and Wheeling charges. - Transmission and Wheeling charges shall be payable by the open access customer as per the order of the Commission for the time being in force.
- (b) Losses to be paid in kind - The open access customer shall compensate the average loss from the point of injection to the point of drawal as per the order of the Commission for the time being in force/ as per specific terms in the PPAs if any exists.
- (c) Scheduling and System operation Charges. - These charges shall be payable as per the order of the Commission for the time being in force.
- (d) Cross Subsidy Surcharge. & Additional surcharge: The cross subsidy surcharge shall be payable by the open access customer as per the orders of the Commission in force.
- (e) Deviation charge : Scheduling of all transactions pursuant to grant of medium-term open access shall be carried out on day ahead basis in accordance with the relevant provisions of IEGC/CERC Open Access Regulations for inter-State transactions and in accordance with State Grid Code or Commission's Regulations / orders for intra-State transactions. Deviations between the schedule and the actual injection/drawal in respect of an open access consumer who is not a consumer of the Distribution licensee and the generator, shall be as notified in the Commission's Open Access regulations,2014.
- (h) Startup power Charges –Start up power shall be provided as provided in the Commission's Open Access Regulations 2014 and the generator shall pay the Distribution Licensee for the supply of startup power as notified in the said Regulations and the orders issued by the Commission from time to time.
- (f) Reactive energy charges - Reactive energy Charges are recoverable as per the Commission's regulations / Code /order in force.
- (g) Parallel Operation charges -Captive Generating Plant who opt for parallel operation of the generator with licensee for safe and secure operation of the generator has to pay Parallel Operation charges every month as notified by the Commission in the Regulation/Orders.
- (h) Any additional charges that may be approved by the Commission at a later date shall also be levied, with retrospective effect or from the date as approved by the Commission.

8.0 Billing:

- (a) The distribution licensee shall raise bills for the net energy consumed by the consumer after adjusting the wheeled energy, where the consumption by the consumer is more than the power wheeled from the Generating Plant at the rate applicable to that category of consumer.
- (b) The distribution licensee shall raise bills on the consumer for the charges payable for backup power and power drawn for other purposes, wheeling charges, excess demand & excess energy charges, etc, as per the order / regulations of the Commission for the time being in force.
- (c) The STU/SLDC shall raise bills on the open access customer for the charges payable towards transmission charges, scheduling and system operation charges, etc. as per the order / regulations of the Commission for the time being in force.
- (d) In case the open access customer fails to make any payment due to STU/Distribution licensee within the specified due dates, wheeling/energy adjustment will not be made and action will be taken to withdraw the Open Access granted.

- (e) In case a person, to whom open access has already been allowed, is declared insolvent or is having outstanding dues for more than two months billing of transmission or distribution Licensee, he shall not be eligible for open access from the day he is adjudged as insolvent or failed to clear the amount outstanding for more than two months billing, following the due procedure as in the Regulations.

9.0 Payment of Security Deposit :

The consumer drawing power from the Generating Plant shall pay to the distribution licensee a security deposit for the maximum net energy supplied by the distribution licensee as specified by the Commission in its orders/ regulations in force.

10.0 Standard Terms and Conditions:

- (a) The quantum of power to be purchased by the open access consumer both inter-state (collective transaction and bilateral transaction) and intra-state open access transactions together shall not exceed their sanctioned demand at any time (Except wind and solar).
- (b) The open access consumers can use the purchased power only up to their sanctioned demand and shall draw the power according to their schedule only.
- (c) The open access customer shall have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
- (d) Any additional charges that may be approved by the Commission at a later date shall be levied from the date as approved by the Commission.
- (e) The Generator shall give necessary day ahead schedule of the generation and wheeling quantum to open access consumers, concerned officer of the Distribution licensee (SE's of Electricity Distribution Circles where open access customers both consumer, generator are located) and SLDC within the time frame mentioned in Tamil Nadu Electricity Grid Code and Deviation Settlement Mechanism Regulations.
- (f) The generator shall not declare their capacity over and above the approved quantum for OA for specified purpose (except for wind and solar Power Plant). If they declare their capacity above the OA quantum, it will not be accounted.
- (g) The generator has to back down/shutdown their generation as per SLDC instructions for which no compensation is eligible and it is the responsibility of the generator to intimate their open access consumers and concerned officers of Distribution Licensee(SE/EDCs) regarding their outage of plant or lesser supply of committed power by giving due schedules. Accordingly the open access consumers shall reduce their drawal.
- (h) The Wheeled power scheduled at ex-periphery of the Generator shall be subject to deduction of STU/ Distribution Licensee's Transmission and distribution losses as per the Regulations.
- (i) The generator shall not inject power into grid without any contracted agreement and necessary open access approval. If injected without approval it will not be accounted for billing.
- (j) If the open access consumer does not draw the committed power due to any reason, the generator / consumer will not be compensated by the Distribution Licensee.
- (k) Load shedding in view of grid security is inevitable and hence lesser (non) drawal due to load shedding or feeder tripping on protection and break down shall not be compensated. The generator shall not claim any compensation for any difficulties arising due to outage, breakdown of the transmission system and for constraints in the grid.

- (l) The billing shall be done on monthly basis and energy accounting shall be done block to block wise on first charge basis from the monthly consumption as per Deviation Settlement Mechanism Regulation.
- (m) The issues related to Energy accounting towards generation, energy used by generators, used by open access consumers, penal measures and any other disputes arising in the above shall be sorted out at the SLDC.
- (n) In case of violation of any terms and conditions and / or non-payment of any of the charges payable, the open access shall be discontinued after giving advance notice of fifteen days to the customer and action will be taken as per provision in the Regulation.
- (o) The STU reserves the right to withdraw the concurrence to operate the company's generator set in parallel with grid if any of the condition is violated or for any valid reason.
- (p) These conditions are in addition to other conditions as stipulated in the Commission's Regulations/orders in force.
- (q) The open access customer shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, Grid connectivity and Intra-state Open Access regulations 2014 , Deviation Settlement Mechanism and prevailing regulations/orders of the Commission and amendments from time to time.
- (r) In case the generator happens to be a captive power plant this approval does not absolve the generator from maintaining their CGP status. The generator is responsible to ensure the minimum percentage of their Captive consumption and share holding throughout the year towards complying with Electricity Rules, 2005 and regulations/orders of the Commission and amendments from time to time (Applicable both for generator and captive users).
- (s) The permitted open access customer shall furnish an undertaking to the effect that the customer will strictly adhere the terms and conditions specified and indemnify STU/Distribution licensee for any loss or damage suffered by it by allowing wheeling under open access.
- (t) STU/Distribution Licensee will not compensate the generator under any circumstances in case power could not be evacuated due to various reasons not limited to such as breakdown of line/equipment of STU grid disturbance etc. However all efforts shall be taken to maintaining STU's equipments to the appropriate standards.
- (u) If any of the terms and conditions deviates the Regulations/Procedures/Orders of the Commission, the Regulations/Procedures/Orders of the Commission will prevail upon these terms and conditions.

11.0 Applicability of the Acts, Regulations and Guidelines –

The parties shall be bound by the provisions contained in the Electricity Act, 2003, Commission's Regulations, Rules, notifications, orders and the amendments issued from time to time and the guidelines issued by the Government of India/ Government of Tamil Nadu, as the case may be.

12.0 Agreement Period:-

- (a) The tenure of this agreement shall be _____(years/months/days/hours) calculated from the date of this agreement and thereafter the tenure may be extended for further periods based on the mutual agreement between the STU/Distribution Licensee and the open access customer consistent with the Commission's Intra-State

- Open Access regulations. The classification of the terms (Long term, Medium term, Short-term, etc.) is as per the Commission’s Intra State Open Access Regulations.
- (b) The parties to the agreement may at any time renegotiate the existing agreement mutually within the framework of the relevant regulations, codes and orders of the Commission in force for reasons other than clause 12 (c) of this agreement.
 - (c) In case of any breach or violation of any of the clauses in this agreement or any other valid reasons, by any party, the other party shall be at liberty to cancel this agreement by giving thirty days notice.
 - (d) The relinquishment of open access shall be as per the provisions of TNERC Grid connectivity and Intra State open access regulations 2014 and subsequent amendments thereon.

13.0 Settlement of Disputes–

If any dispute or difference of any kind whatsoever arises between the parties on reconciliation of energy / payment to this agreement. It shall, in the first instance, be settled amicably, by the parties, failing which either party may approach the Commission for the adjudication of such disputes under section 86 (1) (f) of the Electricity Act, 2003;

14.0 Force Majeure –

Both the parties shall ensure compliance of the terms and conditions of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s);

In witness whereof Thiru. _____ acting for and on behalf of _____ (consumer) and _____ Authorized Officer of the STU/Distribution Licensee acting for and on behalf of the STU/Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses:

- 1.
- 2.

Signature
Open Access Customer
Common Seal

In the presence of witnesses:

Signature

- 1)
- 2)

Superintending Engineer / Operation Circle concerned
(Authorized Officer of the STU)
/Authorized Officer of the Transmission Licensee
/ Authorized Officer of the Distribution Licensee

6.0. PROCEDURE FOR MAKING APPLICATION FOR GRANT OF SHORT TERM OPEN ACCESS TO INTRA STATE TRANSMISSION SYSTEM AND DISTRIBUTION SYSTEM

1.0 Submission of Application

- 1.1 This procedure shall apply to the Applications made for Short - Term Open Access (STOA) for use of intra-state transmission system (Intra STS)/Distribution system and/or associated facilities.
- 1.2 This Procedure is in accordance with the various provisions of the Tamil Nadu Electricity Regulatory Commission (Grant of Connectivity and Intra State Open Access) Regulations, 2014 hereinafter referred to as "Regulations" and other Regulations / Orders issued by the Commission.
- 1.3 Short Term Open Access means open access for a period upto one month at a time. Open Access applications for a period more than 1 month and upto 3 months shall be considered under Short Term Open Access and shall be allowed for a period upto one month at a time.
- 1.4 No augmentation of transmission system shall be granted for granting STOA. Construction of dedicated transmission line shall not be construed as augmentation of the transmission system.
- 1.5 Application for STOA can be made by a Generating company including a captive generating plant, a consumer, an electricity trader or distribution licensee. However, the power station from which the power is being sourced should have been already connected to grid or granted permission for connectivity to the grid.
- 1.6 The application for open access shall be in FORMAT ST1 (as notified in the Regulations). The application shall be submitted to the nodal agency seeking STOA upto the fourth month, considering the month in which an application is made being the first month. Separate application shall be made for each month and for each transaction in a month. The Nodal agencies shall be as notified in the Regulations. Presently, the Nodal agencies are as follows:

Sl. No.	Location of drawal and injection point		Nodal Agency
	Injection	Drawal	
1	Distribution System*	Distribution System	SLDC
2	Distribution System	Intra State Transmission System (STU) **	SLDC
3	Intra State Transmission System (STU)	Intra State Transmission System (STU)	SLDC
4	Intra State Transmission System (STU)	Distribution System	SLDC

*Distribution System : 33 kV and below.

** Intra State Transmission System (STU) : above 33 kV

When the location of injection and drawal points are in different states, the nodal agency shall be the RLDC as per the Regulations.

1.7. The application shall be addressed to:
 Chief Engineer/Grid Operation/TANTRANSCO
 3rd Floor, TANTRASNCO Building
 144, Anna Salai,
 Chennai-2

1.8. Application fee and documents to be enclosed:

1.8.1 The application shall be accompanied with fee and other documents as follows:

Sl. No.	Location of drawal and injection point		Application Fee	
	Injection	Drawal	For capacity 10MW and above	For capacity less than 10MW
1	Distribution System	Distribution System	2,000	2,000
2	Distribution System	Intra State Transmission System(STU)	5,000	5,000
3	Intra State Transmission System (STU)	Intra State Transmission System (STU)	5,000	5,000
4	Intra State Transmission System (STU)	Distribution System	5,000	5,000

*The application fee is inclusive of load flow studies but exclusive of taxes as applicable.

1.8.2 Documents to be enclosed with the application:

- (i) Proof for payment of non-refundable application fee as per details given.
- (ii) Consent from concerned Distribution licensee
- (iii) In case the application is made for transmitting power to the captive users, the procedure as per the Commission's orders read with provisions of the Act/Rules/Regulations shall be followed. In the case of co-generation plant, proof of qualification of cogeneration status in accordance to the notifications/guidelines of Ministry of Power, issued by concerned officer.
- (iv) If the Applicant is an Electricity Trader, the copy of valid trading license issued by the appropriate Commission.
- (v) Status of provision of meters (Main & Check) and associated instrument

transformers with AMR facility and date of last calibration done on the metering system.

- (vi) Status of Data transfer facility to SLDC / AMR server.
- 1.9 The application fee may be paid through the online payment provision of "SBI Collect" or any other mode as notified by the nodal agency. The payment details shall be indicated in the application.
- 1.10 In the application for STOA, the applicant shall be required to indicate details like capacity needed, generation planned or power purchase contracted, point of injection, point of drawal, duration of availing open access, peak load, average load etc. as per the format and submit the same to nodal agency.
- 1.11 **Intra State short term open access**
 - (a) **Open Access in advance:**
 - (i) An application for grant of open access commencing in any month may be submitted in a cover marked "Application for Short-Term Open Access – in advance" upto 15th day of the preceding month. For example, application for grant of open access commencing in the month of July shall be received up to 15th day of June.
 - (ii) SLDC shall acknowledge receipt of the application by indicating time and date in the 'ACKNOWLEDGEMENT' form to the applicant.
 - (iii) The consumer applying for open access shall also furnish a copy of his application to the distribution licensee of his area of supply.
 - (iv) The distribution licensee shall conduct the feasibility study and issue the Consent (Format – 2B) for such open access after verifying the data provided by the consumer.
 - (v) All applications received shall be taken up for consideration together and processed as per allotment priority criteria as specified in the regulation.
 - (vi) SLDC shall check transaction for congestion of any element (line or transformer) of transmission and distribution system.
 - (vii) SLDC shall check for 'the consent' obtained from the Distribution Licensee, and convey grant of approval or otherwise in FORMAT -ST2 (in Regulations) along with schedule of payments latest by 19th day of such preceding month as per Regulations. All other provisions of application for short-term open access shall apply.
 - (viii) In case of denial of open access, nodal agency shall assign specific reasons for the same.
 - (b) **Day-Ahead Open Access**
 - (i) An application for grant of day-ahead open access may be received by SLDC within three days prior to the date of scheduling but not later than 13.00 Hours of the day immediately preceding the day of scheduling for day-ahead transaction. For example, application for day-ahead transaction on 25th day of July shall be received on 22nd or 23rd or upto 13.00 hours on 24th of that month.
 - (ii) SLDC shall check for congestion and Consent obtained from the EDC concerned and convey grant of approval or otherwise in FORMAT-ST2. All other provisions of application for short-term open access shall apply.
 - (c) **Procedure for scheduling transaction in a contingency.**

In the event of a contingency, the buying utility may locate a source of power to meet short-term contingency requirement even after the cut-off time of 13.00 hrs of the preceding day and apply to the nodal agency, for open access and scheduling and in that event, the nodal agency shall endeavour to accommodate such request as soon as and to the extent practically feasible.

(d) **Bidding Procedure**

- (i) If the capacity sought by the consumers for Open Access in advance for the following month is more than the available capacity or SLDC perceives congestion of any element of transmission and distribution system involved in the transaction, the allocation shall be made through electronic bidding procedure.
 - (ii) The decision of SLDC in respect of an expected congestion shall be final and binding.
 - (iii) SLDC shall convey information of congestion and decision for invitation of bidding indicating floor price in FORMAT- ST3 (in Regulations) to the applicants.
 - (iv) SLDC shall also display the bidding information on its website.
 - (v) The floor price of transmission and wheeling charges determined on the basis of relevant order of the Commission shall be indicated in FORMAT-ST3.
 - (vi) The Bids shall be accepted in FORMAT-ST4 (in Regulations) upto the bid closing time as indicated in bidding invitation FORMAT-ST3. Modification / amendment to a bid, once submitted shall not be entertained.
 - (vii) If any consumer does not participate in bidding process, his application shall be deemed to have been withdrawn and shall not be processed.
 - (viii) SLDC shall not entertain any request for extension of time/date for submission of bids.
 - (ix) The bidders shall quote price (rounded-off to whole number) in denomination in which floor price has been determined.
 - (x) The quoted price shall be arranged in descending order and allocation of available capacities shall be accorded in such descending order until the available capacity is exhausted.
 - (xi) In case of equal price quoted by two or more consumers, the allocation from the residual available capacity at any stage under sub-clause (x) above shall be made in proportion to capacity being sought by such consumers.
 - (xii) All consumers, in favour of whom full capacities have been allotted, shall pay the highest price obtained from bids.
 - (xiii) The consumers, who are allotted less capacity, shall pay the price as quoted by them.
 - (xiv) SLDC shall reject bids which are incomplete, vague in any manner or not found in conformity with the bidding procedure.
 - (xv) The successful bidder, in favour of whom the capacities have been allocated, shall pay transmission charges, wheeling charges, as the case may be, determined by bidding under sub-clause (xii) or (xiii) of this clause.
- (e) The reserved capacity by a short-term open access customer is not transferable to others.

- (f) The capacity available as a result of surrender or reduction or cancellation of the reserved capacity by the State Load Dispatch Centre, may be reserved for any other short-term open access customer in accordance with the Regulations.
- (g) On expiry of the period of the short-term open access, the short-term customer shall not be to any overriding preference for renewal of the term.

2.0 STOA Involving inter-State transmission system:

- 2.1 SLDC shall issue the Standing Clearance for the open access customers who opt for interstate short term open access transactions / Temporary General Network Access (T-GNA) as per Central Electricity Regulatory Commission Regulations / procedures in force.
- 2.2 In respect of a consumer connected to a distribution system seeking inter-State short-term open access, the SLDC, before giving its Standing Clearance as required under the Central Commission's regulations, shall require the consumer to submit the consent of the Distribution Licensee concerned along with the application submitted to SLDC for concurrence.
- 2.3 Application for standing clearance from SLDC can be made by a Generating station, a consumer or Distribution Licensee. However, the power station from which the power is being sourced should have been already connected to grid in line with the Regulations.

`Open Access' for Inter State Power Purchase Procedure

I. Issue of Standing Clearance by the / SLDC

Application shall be submitted in NOAR portal in line with the CERC Regulations and procedure issued in this regard

`Open Access' for interstate sale Procedure

I. Mandatory Requirements for interstate sale transactions

- a) Provision of Interface meter (Main & Check meter with AMR facility) as per the CEA metering regulation issued in this regard.
- b) Provision of real time data monitoring facility to SLDC.

II. Issue of standing clearance by SLDC

Application shall be submitted in NOAR portal in line with the CERC Regulations and procedure issued in this regard

- 2.6. After getting Standing Clearance from SLDC, the open access customer shall approach SRLDC/Power exchange as the case may be for further processing of application.

3.0 Revision of Open Access approval:-

- 3.1 The short-term open access schedules accepted by the SLDC in advance or on first-come-first-served basis may be cancelled or revised downwards on an application to that effect made to the nodal agency by the short-term open access customer:

Provided that such cancellation or downward revision of the short-term open access schedules shall not be effective before expiry of a minimum period of two (2) days:

Provided further that the day on which notice for cancellation or downward revision of schedule is served on the nodal agency and the day from which such cancellation or downward revision is to be implemented, shall be excluded for computing the period of two (2) days.

- 3.2 The person seeking cancellation or downward revision of short-term open access schedule shall pay the transmission charges for the first two (2) days of the period for which the cancellation or downward revision of schedule, as the case may be, has been sought, in accordance with the schedule originally approved by the nodal agency, and thereafter in accordance with the revised schedule prepared by the nodal agency during the period of such cancellation or downward revision.
- 3.3 In case of cancellation, operating charges shall be payable for two (2) days or the period of cancellation in days, whichever is less.

4.0 Consent by STU, SLDC or Distribution Licensee

Inter-State open access / Temporary General Network Access (T-GNA): In case of applicant connected to the Distribution Licensee, the applicant shall obtain the concurrence from the Distribution Licensee and furnish the same along with the application to SLDC for concurrence. The Distribution Licensee shall convey its consent to the applicant within three (3) working days of receipt of the application. The consent shall be as per Format 2A / 2B as applicable.

4.1 Intra-State Open Access:

- 4.1.1 In respect of a consumer connected to a distribution system seeking Open access, such consumer shall be required to submit the consent of the distribution licensee concerned. The distribution licensee shall convey its consent to the applicant within three (3) working days of receipt of the application. The consent shall be as per Format 2A / 2B as applicable.
- 4.1.2 While processing the application from a generating station seeking consent for open access, the distribution licensee shall verify the following, namely-
- (i) Existence of infrastructure necessary for time-block-wise energy metering (Main & Check) and accounting in accordance with the provisions of the State Grid Code in force,
 - (ii) Availability of capacity in the distribution network, and.
 - (iii) Availability of RTU and communication facility to transmit real- time data to SLDC.
- 4.1.3 Where existence of necessary infrastructure and availability of capacity in the distribution network has been established, the distribution licensee shall convey its consent to the applicant within three (3) working days of receipt of the application.
- 4.1.4 In case the nodal agency finds that the application for consent is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or by any other usually recognized mode of communication, within two (2) working days of receipt of the application:
- 4.1.5 In case the application has been found to be in order but the distribution licensee refuses to give consent on the grounds of non-existence of necessary infrastructure or unavailability of surplus capacity in the distribution network, such refusal shall be

communicated to the applicant by e-mail or by any other usually recognized mode of communication, within the period of two (2) working days from the date of receipt of the application, along with reasons for such refusal.

5.0 Collection of open access Charges.

All the open access charges such as Transmission charges, Scheduling and system operation charges, wheeling charges, cross subsidy charges, additional surcharges, Grid availability charges, deviation energy charges, Reactive energy charges and any other charges as applicable shall be made by the applicant as per the prevailing CERC & TNERC Regulations and orders issued from time to time.

6.0 Scheduling:-

6.1 Intra State sale of power

- (i) Scheduling of open access transactions shall be as specified by the Central/State Commission in the Indian/ Tamil Nadu Electricity Grid Codes.
- (ii) While scheduling on day-ahead basis, Long-Term open access customers would have the highest priority, followed by Medium-term customers and then followed by short-term customers.
- (iii) In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawal schedule intimated by SLDC, curtailment shall be done as per the procedure issued by the Commission in this regard.
- (iv) In case of curtailment of capacity by SLDC, transmission charges payable shall remain unaffected and the SLDC / Discom shall follow the curtailment procedures issued in this regard.
- (v) The day wise/block wise scheduling for STOA transactions shall be carried out in accordance with the CERC/TNERC's Deviation Settlement Mechanism Regulation, open access regulations, grid code and other orders with amendments then and there. Accordingly the generators shall declare their ex-bus generation based on their open access approvals and SLDC shall issue despatch instructions based on their availability and open access approval. The generator shall maintain their generation as per the despatch instruction issued by SLDC.

6.2 Interstate sale of power

- (i) Scheduling of inter-State open access transactions shall be as specified by the Central Commission in the Indian Electricity Grid Code.
- (ii) On approval by the SRLDC, scheduling of the proposed power sale quantum will be commenced from the date of approval in line with the Scheduling procedure illustrated in the IEGC with subsequent amendments.
- (iii) Since the generators may have commitments for sale to Distribution licensee and for third party sale within the State, their scheduling should be for all transactions with priority to sale to Distribution Licensee, then to third party sale within the State and then to the sale outside Tamil Nadu. Any revision in their generation should also be incorporated accordingly.
- (iv) Any revision in Schedule should also be followed by SLDC and conveyed to SRLDC. The Distribution Licensee shall also monitor any revision in schedule and inform SLDC to track any gaming by the generators.

- (v) Because of transmission constraints, to maintain grid security, SLDC/ SRLDC may curtail transactions in the manner decided by them to ease the congestion, as per Regulations.

6.3 Revision in Schedule

6.3.1 Revision of scheduled energy shall be permitted in accordance with the provisions of IEGC or the Tamil Nadu Electricity Grid Code, other relevant regulations as the case may be.

7.0 Transmission and Distribution Losses

7.1 Inter-state transmission

- (i) The open access customers shall bear the energy losses in the transmission system in accordance with the provisions specified by the Central Commission.
- (ii) In the case of open access consumer who purchases power from outside the state, the power received at ex-periphery of the State towards shall be scheduled after deduction of Transmission and Distribution losses in kind applicable to STU and Distribution Licensee's network depending upon the voltage level to which they are connected as provided in the Commission's Regulations/Orders.
- (iii) In the case of generators selling the power outside the State, the generator shall compensate the Transmission and Distribution losses in kind applicable to STU and Distribution Licensee's network and injection zone loss as per prevailing CERC Regulations and Commission's Regulations/Orders.

7.2 Intra state transmission & Distribution losses

The open access customers shall bear the energy losses in the distribution and transmission system as per Commission's Regulations/Orders. The Transmission and Distribution losses in kind applicable to TANTRANSCO and Discom network as notified by the Hon'ble TNERC depending on the injection and drawal voltage.

8.0 Energy Accounting

- 8.1 The Energy Accounting shall be as per TNERC's Deviation Settlement Mechanism and related matters Regulation, 2019 / Forecasting, Scheduling and Deviation Settlement and related matters for wind and solar generation Regulations 2024, as applicable.
- 8.2 For failure of the consumer to draw committed power, due to any reasons, the distribution licensee shall not compensate the consumer / generator.
- 8.3 In case the consumer draws power when the generator does not generate power or injects less than the committed power, the consumer shall pay excess charges as specified for such categories of consumers in the Commission's regulations/orders issued from time to time.
- 8.4 Deviation from schedule will be governed by the provisions of DSM Regulations

9.0 GENERAL

9.1 The applicant shall keep the nodal agency (SLDC/STU/) and Distribution Licensee indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, harmless from any and all damages, losses, claims and actions including those relating to injury or death of any person or damage to property, demands, suits,

recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Short Term open access transaction.

- 9.2 Any amendment/modification to an existing application, except for reasons specifically mentioned in the procedure, shall be treated as a fresh application.
- 9.3 All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 12.9. Payment of transmission charges & wheeling charges, fees and charges for the concerned SLDC, STU and Distribution licensee as well as other charges for SLDC, unscheduled inter-change charges etc. as applicable shall be made by the applicant as per the Regulations / Orders of the Commission issued from time to time.
- 9.4 The applicant shall abide by the provisions of the Electricity Act, 2003, Rules, Regulations and Indian Electricity Grid Code, State Electricity Grid Code as amended from time to time.
- 9.5 Open access customers in the State on the date of coming into force of the Regulations under an existing agreement or contract shall be entitled to continue to avail such access to the transmission and distribution system on the same terms and conditions, as stipulated under such existing agreement or contract. Such persons shall be eligible to avail open access under the Regulations by making applications at least 30 days prior to the expiry of the existing agreement/contract.
- 9.6 This procedure aims at easy and pragmatic disposal of applications made for Short – 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 resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of the Commission.
- 9.7 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Short-Term open access shall be directed to the Commission for redressal.

Format ST1

(APPLICATION FOR GRANT OF Short-TERM OPEN ACCESS -to be submitted by the customer to SLDC for Intra state open access)

To:
The Chief Engineer/Grid Operation/Chennai.

1	Customer Application No.		Date	
2	Period of Transaction			
3	Nature of Customer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		
< * In terms of power transfer>				
4	Customer Name			
5	Registration code*		Valid up to	
< *Registration code shall be as provided by SLDC to the respective Generators>				
6	Details of Transaction with Grid by Entities			
		Injecting Entity	Drawee Entity	
	Name of Entity			
	Status of Entity*			
	Utility in which it is Embedded	< Discom /TANTRANSCO>	< Discom >	
< * In terms of ownership-State Utility/ CPP/IP/ISGS/Discom/applicant/specify, if any other>				
7	Connectivity details of Entities with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission		
		Distribution		
	Voltage Level	Transmission		
		Distribution		
	T&D loss %			
	(Owner of Sub-station) as applicable (TANTRANSCO / DISCOM)			
	Intervening Intra-State Licensee (If applicable)			
	Intervening Inter-State Licensee (If applicable)			
< Distribution license, if required, may treat interface periphery as its connectivity points>				
8	Open Access Sought for (Period from date to date)			
	Date	Hours	Capacity	
	From	To	From	To

<i><* MW at point of injection></i>						
9	Details of PPA/PSA/MoU					
	Name & Address of Parties		Date of PPA/PSA/MoU	Validity Period		Capacity
	Seller	Buyer		Commencement	Expiry	MW*
<i><* MW at point of injection></i>						
10	Details of Non-Refundable Application Fee Paid					
	Bank Details	Instrument Details			Amount(Rs.)	
		Type(Draft/Cash)	Instrument No.	Date		
11	<p>Undertaking: I hereby offer my consent and authorize SLDC for allotment of Open Access capacity and to schedule the capacity on day-ahead basis in accordance with the provisions of Deviation Settlement Mechanism.</p>					
12	<p>Declaration: It is hereby declared that this applicant unequivocally confirms to comply with the terms and conditions and has fully understood the procedures, general instructions, commercial terms and standard terms and conditions issued by Licensees concerned for long term / medium term open access under Open Access Regulation, 2014 and other related Regulations, Rules and Procedures.</p>					

Place
Date

Signature (with stamp)

Name & Designation

Enclosures

1. Application fee Payment Receipt.
2. Copy of grid connectivity approval.
3. Concurrence from Distribution Licensee
4. Co-gen status/CGP ownership criteria - formats prescribed in Commissions orders
5. The copy of valid trading licensee [If the applicant is trader] issued by Appropriate Commission.
7. Copy of PPA/MoU/PSA entered between buyer and seller.
8. Any other relevant document specified by STU/SLDC.
9. Standard Terms and conditions duly signed by the applicant (Format-5D).

FORMAT-ST2

(APPROVAL FOR SHORT – TERM OPEN ACCESS)

(Issued by SLDC)

	Nodal SLDC Approval No.		Date	
1	Customer Application No.		Date	
2	Period of Transaction			
3	Nature of customer			
4	Customer Name		HTSC No.	
5	Customer EDC			
6	Details of Transaction with Grid by Entities			
		Injecting Entity	Drawee Entity	
	Name of the Entity			
	Status of Entity			
	Utility in which it is embedded			
7	Connectivity details of Entities with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission		
		Distribution		
	Voltage level	Transmission		
		Distribution		
	T & D Loss %			
	Name of Licensee(Owner of S/S) as applicable (TANTRANSCO / Discom)			

	Intervening Intra-State Licensee (If applicable)	N/A			
	Intervening Inter-State Licensee (If applicable)	N/A			
8	Open Access Granted for:				
	Period	Requested Quantum at Injection end (MW)		Approved Quantum at Injection end (MW)	
	From	To			
9	Details of Non- Refundable Application Fee made				
	TANTRANSCO collection A/C Head	Instrument Details			Amount (Rs.)
		Receipt No.	Date		

- 10) The approved transaction shall be incorporated in day –ahead scheduling in accordance with the provisions of TNERC Grid Connectivity and Intra State Open Access Regulations-2014.
- 11) The approval is subject to provisions of TNERC Grid Connectivity and Intra State Open Access Regulations, 2014 and any other relevant Regulation/Order/Code as amended and applicable from time to time.
- 12) In addition to the above, the captive users shall abide by the terms and conditions vide Annexure.
- 13) As per the Schedule of payment enclosed, the short-term open access customer shall deposit with SLDC the transmission charges and SLDC charges for the entire period of open access within three working days of grant of the short- term open access by SLDC, but before the commencement of open access.
- 14) If the generator fails to maintain the CGP status and the consumer is proved to be the non captive user of that CGP, then the power availed as captive user during the entire period of open access transaction will be treated as third party transaction and will attract cross subsidy surcharge.

Place :

Chief Engineer/ Grid Operation

Date :

Enclosure: Annexure

To

1.

2.

Copy Submitted To

Copy to

Enclosure to FORMAT-6B- ST2

Schedule of payments

(to be enclosed for each month by SLDC along with FORMAT-6B-ST2)

	Nodal SLDC Approval No.	R-0	Date	
--	-------------------------	-----	------	--

<'R-0'states original approval with revision no.-zero

1	Customer Application No.	<as provided by customer on FORMAT –ST1>	Date	
2	Period of transaction	<3 months and more/less than 3 months/day ahead.		
3	Nature of Customer*	<seller/buyer/captive user/trader(on behalf of seller/buyer/captive user>		

<*in terms of power transfer>

4	Customer Name			
5	Registration Code		Valid upto	
6	Tentative* Monthly Payment Schedule for Short –Term open Access Charges		Month	
	Payment chargeable for	Rate(Rs./kWh)	MWh	Total(Rs.)
	(1) Intra –State Network			

	(b) Transmission charges			
	concerned Transmission Licensee			
	Intervening intra-State Licensee (if any)			
	(c) Wheeling charges			
	concerned Distribution Licensee			
	Intervening intra-State Licensee (if any)			
	(d) Surcharge			
	concerned Distribution Licensee			
	(e) Additional Surcharge			
	concerned Distribution Licensee			
	(f) SLDC charges			
	SLDC			
	(2) inter –State Network			
	Transmission charges			
	Intervening intra-State Licensee (if any)			
	Total monthly payment Amount (Rs.)			

Place

Signature (with stamp)

Date

Name & designation

*Tentative on the basis of MWh mentioned in application which may vary on actual operation

Format ST3 (Congestion Information and Invitation of Bidding)

SLDC Bidding Invitation No:_____

Date:_____

1	Customer Application No:	<as provided by customer on FORMAT-ST1 >	Date:	
2	Period of Transaction	< less than 3 months/day-ahead>		
3	Nature of Customer	<seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		
	<In terms of power transfer>			
4	Customer Name			
5	Registration Code		Valid Upto:	

6. The anticipated congestion (transformer and electric line/link)is as follow

Network Corridor		Congestion period				Margin/ Capacity	Total Capacity Applied by all the
Substation with transformati on	Electric Line/Link	Date		Hours			
		From	To	From	To	MW	MW
Intra-State Transmission System							
Intra-State Distribution System							
Inter-State Transmission System							

(i) In view of above please submit bid on format (FORMAT-ST4).The details of bidding are hereunder:

(a) Bid Invitation Date		Time:	
(b) Bid Submission Date		Time:	
(a) Bid opening Date		Time:	
(a) Bids Invited for		Time:	

Intra State Network Corridor		Congestion period				Margin/ Capacity Available for	Floor price
Substation	Electric Line/Link	Date		Hours			
		From	To	From	To	MW	Rs./kWh
Name of Transmission System							
Name of Distribution System							

8. In case of non submission of bid, application for open access shall be deemed to have been withdraw and shall not be processed.

Place:

Date:

Signature (with stamp)

Name & Designation

To: Customers with their reference's < as provided by customers at Sl.No 1 on FORMAT-ST1>

Format -ST4 (Bid Proposal)

SLDC Bidding Invitation No: _____

Date: _____

To Superintending Engineer/SLDC

1	Customer Application No:	<as provided by customer on FORMAT-ST1 >	Date:	
2	Period of Transaction	< less than 3 months/day-ahead>		
3	Nature of Customer	<seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		
	<In terms of power transfer>			
4	Customer Name			
5	Registration Code			Valid Upto:

6. In reference to above bidding invitation, I hereby submit my bid as follows:

Intra-State Network Corridor		Congestion period				Margin/ Capacity	Floor Price
Substation	Electric Line/Link	Date		Hours			
		From	To	From	To	MW	Paise/kWh
Intra-State Transmission System							
Intra-State Distribution System							

7.I do hereby agree that determined bid price(s) shall be transmission and /or Wheeling charges

Place:
Date:

Signature (with stamp)
Name & Designation

Format – 4A (APPLICATION FOR THE STANDING CLEARANCE/SLDC Concurrence to purchase power from power exchange under Interstate collective transaction/and to purchase power through bilateral transactions)

To: The Superintending Engineer / Commercial Operation / SLDC/TANTRANSCO			
1	Customer Application No.		Date
2	Period of Transaction	<Month & Year>	
3	Nature of Customer	Buyer	
4	Name of the Consumer		
5	HT Service Connection Number		
6	Details of Transaction Party's to Grid		
		Injecting Entity	Drawee Entity
	Name of Entity		
	Status of Entity		
	Utility in which it is Embedded		Discom
7	Details of Injecting / Drawee Connectivity with Inter State System		
		Injecting Entity	Drawee Entity
	Name of Sub-station	Transmission	NA
		Distribution	NA
	Voltage Level	Transmission	NA
		Distribution	NA
	Name of Licensee (Owner of		NA
8	Open Access Sought for (Period from date _____ to date _____)		
	Date	Hours	Capacity

	From	To	From	To	MW
			0:00	24.00	
9	Details of Non-Refundable Application fee Made				
	Bank Details	Payment Reference		Date	Amount
	SBI Collect				
1	I hereby authorize SLDC to process said application, in case open access capacity allotted, for day-ahead scheduling in accordance with the provisions of Inter-State Deviation Settlement Mechanism.				
Place			Signature (with stamp)		
Date			Name & Designation		
Enclosures					
1 Non-refundable application fee payment receipt					
2 Concurrence of Distribution Licensee (Format ST-6)					
3 Affidavit (Format - PX-V) as per CERC Regulations					
For use of SLDC (with Reference to Enrolment of Application)					
SLDC Approval No.					
Reason of Refusal					

Format – 4B (APPLICATION FOR THE STANDING CLEARANCE/SLDC Concurrence to sell power through power exchange/ bilateral transactions)

To: The Superintending Engineer / Commercial Operation / SLDC/TANTRANSCO				
1	Customer Application No.		Date	
2	Period of Transaction	<Month & Year>		
3	Nature of Customer	Seller		
4	Name of the applicant			
5	HT Service Connection Number			
6	Details of Transaction Party's to Grid			
			Injecting Entity	Drawee Entity
	Name of Entity			
	Status of Entity			
	Utility in which it is Embedded		TANTRANSCO/ Discom	
7	Details of Injecting / Drawee Connectivity with Inter State System			
			Injecting Entity	Drawee Entity
	Name of Sub-station	Transmission		NA
		Distribution		NA
	Voltage Level	Transmission		NA
		Distribution		NA
	Name of Licensee (Owner of			NA
8	Standing Clearance / SLDC concurrence Sought for (Period from date_ ___ to _____)			
	Date		Hours	
	From	To	From	To
			Capacity	
			MW	

			0:00	24.00	
9	Details of Non-Refundable Application fee Made				
	Bank Details	Payment Reference	Date	Amount	
	SBI Collect				
10	I hereby authorize SLDC to process said application, in case open access capacity allotted, for day-ahead scheduling in accordance with the provisions of Inter-State Deviation Settlement Mechanism.				
Place			Signature (with stamp)		
Date			Name & Designation		
Enclosures					
1	Non-refundable application fee payment receipt				
2	Concurrence of Distribution Licensee (Format ST-6)				
3	Affidavit (Format - PX-V) as per CERC Regulations				
4	Agreement between Buyer and Seller in case of Bilateral Transaction				
For use of SLDC (with Reference to Enrolment of Application)					
SLDC Approval No.					
Reason of Refusal					

Format – 5A (Application for Consent of Distribution Licensee for inter-state sale)

Sl.No.	Details required	Particulars
1.	Name of the Generator	
2.	Full address of the plant	
3.	Name of the EDC in which the generator is located Installed capacity of the generator(s) (unit wise)	
4.	Interfacing voltage Level	
5.	Line/substation to which the generator is located	
6.	Whether grid connectivity agreement has been executed and if so, validity of agreement already approved	Enclose a copy of agreement
7.	Allotted capacity for Power evacuation	
8.	Already executed agreements in vogue (furnish details of each agreement, along with quantum, date of expiry of agreement etc).	
9.	Out of Sl.No.7 & 8 the quantum now proposed for sale through interstate & the period for which it is proposed to sell (MTOA/LTOA) and the date to be mentioned & the generation unit from which it is proposal to sell power.	
10.	Name of the state to which it is proposed to sell power	
11.	Name of the customer and address of the customer to whom it is proposed to sell power (including service connection number, name of distribution licensee to be furnished Drawal voltage :	KV
12.	Whether bilateral agreement has been executed between the generator and Customer. if so, enclose copy of agreement.	Enclose copy of agreement
13.	If it is proposed to sell power to Trader furnish the name of the Trader & license number	Enclose copy of agreement between generator and trader

14.	If it is proposed to sell power to Power Exchange furnish the name of the Exchange.	
15.	Whether ABT meter(s) (main & check) has been installed at interface point as per the provisions of CEA Regulation on meters 2006.	
16.	Whether ABT meter has been provided for Energy Accounting in various locations of the generating plant in order to ascertain Demand/ energy consumption for startup power/Aux power and other loads if any, energy generated by individual units etc,.	
17	Whether real time data communication of the generating units have been established with SLDC/DCC	Yes/No. If no, furnish the reason and time expected to complete the works
18.	If power is proposed for sale from captive generating plant confirm whether qualifying requirement of CGP status will be met at the end of the financial year as per Electricity Rules, 2005.	

Date:
Place:
Seal of the company

Signature of the Authorized
Signatory of the applicant with
Designation

Format – 5B (Consent issued by Distribution Licensee to the generators for interstate sale of power)

Consent is hereby accorded for the following generator for interstate sale as per the terms and conditions mentioned hereunder:

Ref:-CE/ /EE/ /AEE/F. Consent interstate/D /, dt.

Sl.No.	Details	Particulars
1.	Name of the Generator	
2.	Full address of the plant	
3.	Total Installed capacity of the generator(s)	(unit wise details to be furnished)
4.	Interfacing voltage (injection voltage)	
5.	Location of generator	SE/ /EDC
6.	Availability of ABT Compliant meters at interface & energy Accounting meters as per CEA Reg, 2006 . Availability of real time data communication of generating units.	Enclose a copy of agreement
7.	Quantum of power proposed for interstate sale	/MW /MU
8.	Beneficiary name and Address /STATE	
9.	Nature of open access sought	MTOA/LTOA
10.	Period for which interstate sale is sought	From ----- to -----
11.	Drawal voltage	
12.	Whether any amount is due from the generator to Discom	

Terms and Conditions

1. The generator shall honor the commitments made in the already executed agreements.
2. Necessary clearance shall be obtained from SLDC
3. If the generator is connected at voltage level of above 33 kV, the generator shall execute "Transmission Agreement" within 3 days of granting of open access.
4. In case of generator connected at the distribution system i.e. 33 KV and below the generator shall execute Transmission Agreement with the "Transmission Licensee" and wheeling agreement with the "SE/EDC concerned " where the generator is located in the prescribed format, within 3 days of granting of open access.

Signature of the Nodal agency concerned
of Distribution Licensee

Copy submitted to CE/PPP/TANGEDCO(DISCOM)/Chennai. (For conventional)

Copy submitted to CE/NCES/TANGEDCO (Green Energy Corporation)/Chennai.
(For Non-conventional)

Copy submitted to SLDC / STU

Format – 5C (Energy Wheeling Agreement’ to be executed by the generators/Co-gen plants for inter-state transaction)

This wheeling agreement made at _____ on this _____ day of Two thousand _____ between M/s _____ (Name of the Generating Plant/ Captive Generating plant / CO-Gen plant and Address) hereinafter called GP/CGP/Co-gen as the case may be which expression shall wherever the context so permits means and includes the successor in interest, Executors / Administrator and assigns represented by Thiru ----- S/o----- officiating as ----- and fully authorized to sign this agreement as party to first Part

AND

Distribution Licensee - having office at 144 Anna Salai - Chennai – 600 002 herein after called distribution Licensee, which expression shall wherever the context so permits means and includes the successor in interest, administrator and assigns represented by ThiruS/o. Superintendent Engineer ----- EDC duly authorized as party of the **second Part**.

Whereas the party to the ‘first part’ is a generating plant/captive generating plant/Co-gen plant having installed capacity of -----unit at-----in----- EDC concerned interfacing at -----voltage connected to ----- SS.

Whereas the party generator has applied for ‘Consent’ of the distribution licensee for sale of ----- MW of power to -----through interstate sale for a period from-----to ----- under MTOA/LTOA.

Whereas the Discom has given Consent for sale of -----MW of power to ----- through interstate sale vide consent dt.-----.

Whereas SLDC has given clearance for interstate sale on -----, and whereas open access has been granted by ----- (nodal RLDC) on -----for a period from----to -----.

Whereas the generator has to execute “Energy Wheeling Agreement” with the Discom as per the conditions of “Consent” granted by the Distribution licensee (Discom) and hence this EWA is executed.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:

I. TERMS AND CONDITIONS.-

1. Definitions.-

In this agreement, -

- (a) **“Force Majeure”** mean any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to -

- (i) natural disasters (earthquakes, hurricane, floods);
 - (ii) wars, riots or Civil Commotions and other upheavals;
 - (iii) grid / distribution system's failure not attributable to parties hereto;
- (b) **"Inter connection point"** means
- (i) in relation to fossil fuel based generators, the Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the Transmission/Distribution system;
 - (ii) in relation to wind energy projects and solar photovoltaic projects, inter connection point shall be line isolator on outgoing feeder on HV side of the pooling substation;
 - (iii) in relation to small hydro power, biomass power and non fossil fuel based cogeneration power projects and Solar Thermal Power Projects, the inter connection point shall be line isolator on outgoing feeder on HV side of the generator transformer;
- (c) **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing grid or distribution system; and
- (d) **'Meter'** means a 'Meter' as defined in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
- (e) **'Captive user'** shall mean the end user of the electricity generated in a Captive Generating Plant and the term "Captive use" shall be construed accordingly.
- (f) **'Generating plant/Captive generating plant / Co-gen plant'** is as define in Sec 2(8)(9) & 2 (10) of the E-Act,2003

II. Terms and Conditions

1. The CGP/Captive Co-gen/RE holder has a valid grid connectivity agreement for the generator (mention units wise) for a period up to _____
2. The CGP/Captive Co-gen/RE holders agrees that the quantum which is approved and agreed herein alone will be allowed for wheeling and the 'consumers' (captive users) shall avail such quantum only within their sanctioned demand/contracted demand.
3. The priority of sending supply from the generator is, 1st to Distribution Licensee, 2nd to captive users 3rd to Third party customers etc., (to be filled in by the generator according to choice of generator).
4. The CGP/Captive Co-gen/RE holders shall pay applicable open access charges to the distribution licensee on receipt of bills as per the TNERC's ISOA Regulation 2014 / orders of TNERC and as per the approved procedure from time to time.

5. Any additional charges that may be approved by TNERC at a later date and any waived charges by TANTRANSCO/ Discom shall also be leviable, with retrospective effect or from the date as approved by TNERC or TANTRANSCO/ Discom respectively.
6. In the event of evacuation problems leading to difficulties in carrying power from injection end and which are beyond control of the licensee, no compensation shall be payable by the licensee under any circumstances and any compensation of energy during such time by the consumers from transmission/distribution system will be treated as energy supplied by the distribution licensee and billed accordingly. However all efforts will be taken by the licensee to maintain the lines as per the standard and defect rectified at the earliest.
7. Scheduling of power shall be made by the Generator as per the relevant orders / Regulations of the Commission. Any imbalance in drawal/generation shall be treated as per the relevant orders / Regulations of the Commission.
8. In case the consumer draws power, but the generator does not generate the power during that period or inject/supplies less than the committed power, the penal charges to be levied to the generator /consumer as per the concerned DSM Regulation.
9. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee
10. Month wise, gross generation (unit wise), Aux consumption, net generation etc., of the Energy Accounting meter(s) & the details of energy adjusted to captive users etc, shall be furnished to the SE/EDC/concerned within three days of taking of meter reading at interface meter(s) as per the format enclosed herewith as **Format – A & B**.
11. Energy accounting and reconciliation arising in the above transaction shall at the first instant be resolved at the SE/EDC level. For further redressal, SLDC may be approached.
12. The generator should supply the committed power at their Ex-Bus periphery inclusive of loss component. The energy will be adjusted to consumers after deduction of transmission/distribution losses stipulated in TNERC's orders.
13. The generation over and above the committed power by the generator will not be accounted or adjusted to the consumer.
14. In case of outage of generator, or less generation at Ex-Bus, the generator shall inform the SLDC, SE/EDC concerned and consumers immediately to regulate the drawl of power by consumers.
15. In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the consent will be withdrawn immediately without any further notice and action deemed fit will be taken as per the provisions of E-Act 2003 and TNERC's regulations/codes/orders.
16. The periodical readings of the meters (Main & Check) obtained through AMR or through downloaded data is to be communicated to captive generator /user(s) by the Licensee before preparation of monthly bill.

17. If the meters are found to be defective or stopped functioning, action shall be taken as per ISOA Regulation 2014 / TNE Supply Code / Orders of the Commission issued from time to time. Calibration of meter(s) shall be as per provision of CEA Regulations.
18. The SE/EDC concerned will raise the bills for startup power / grid support charges and other charges as applicable as per the tariff order / other orders of the Commission issued from time to time.
19. The generator/captive users shall maintain CGP status as per Rule 3 of Electricity Rules and furnish documents as per the Discom/TNERC's approved procedures/Regulations. CGP status verification shall be done by Licensee as per procedure / Regulations laid down by the Commission.
20. In case of waste heat recovery based Co-generation plants, the generator/captive users shall maintain Co-gen status as per MOP guidelines and as per TNERC's Order No.4 dt.15.5.2006 and furnish documents as per the Discom /TNERC's approved procedures. Action will be taken as per the approved procedures.
21. In case of any dispute arising out of captive status or non allocation of units for adjustment by the generator in which Discom is not a party to bilateral agreement, Discom will not be a party to such disputes and the function of the Distribution Licensee limits to carrier of Electricity generated to the destination of use. The licensee will make adjustment of energy as per the allocation made by the generator concerned and not bound by any dispute between the parties. However, the Distribution Licensee may act on this issue as per the Regulations/Procedures issued in this regard by the Commission.
22. Adjustment of Energy generated and wheeled:
The minimum quantum of power for sale through open access by the CGP holder shall be governed by the Intra State Open Access Regulations and amendments issued from time to time. When the Captive Generating Plant is synchronized with the Transmission/Distribution network, the consumer shall be liable to pay to the Distribution Licensee for the net energy consumed during the billing month at the applicable rate. Adjustment of energy is subject to the Intra-State DSM regulations in force and the same shall be done in accordance with the Commission's Regulations/Orders in force.
23. Power factor disincentive, Reactive Energy Charges and Harmonics penalty shall be as per the Orders/ Codes/Regulations of the Commission issued from time to time. The average power factor recorded will be the reference for calculation of power factor disincentive. Peak hour extra charges and off peak hour rebate shall be on the net energy consumption after deducting generation from various sources during the respective peak hour blocks and off peak hour blocks.
24. The tenure of this agreement for month/year calculated from the date of this agreement. In case of any breach or violation of any clauses in this agreement or any other valid reasons by any party, the other party shall be at liberty to cancel this agreement by giving 30 days notice.

25. Applicability of Acts, Regulations and Guidelines.

All parties shall be bound by the provisions contained in the Electricity Act, 2003, Regulations, notifications, orders, procedure and subsequent amendments, if any, made there under from time to time by the Commission and the guidelines issued by the Government of India / Government of Tamil Nadu, as the case may be.

Where any provision of this Agreement is inconsistent with the provisions of the Act and/ or the rules or Regulations laid down there under, the provisions of the Act, rules or Regulations, as the case may be, shall take precedence to the extent of such inconsistency.

All parties to this Agreement shall comply with the provisions of the TNERC (Grid Connectivity and Intra-State Open Access) Regulations, 2014 and its amendments, the State Grid Code and Regulations / Orders issued by the Commission from time to time.

2. Force Majeure.-

Both the parties shall ensure compliance of the terms and conditions of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event(s);

In witness where of Thiru.

acting for and on behalf of _____ (GP holder) and Authorized Officer of the STU/Distribution Licensee acting for and on behalf of the STU/Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses:

- 1)
- 2)

Signature of the consumer

Common seal

In the presence of witnesses:

- 1)
- 2)

Signature

Authorized Officer of the
Distribution Licensee

FORMAT- A

Sl. No	Unit wise	Gross Generation	Aux. consumption	In house consumption if any	Net generation (ex-bus)	Quantum of energy wheeled to		
		MW/Kwhr	MW/Kwhr	MW/Kwhr	MW/Kwhr	Cap. Use MW/ Kwhr	3 rd party MW/ Kwhr	Sale to Board MW/ Kwhr
1.	Unit-I							
2.	Unit-II							
3.	Unit-III							

FORMAT- B

Sl.No	Name of the Captive Unit	Name of the Captive User	HT SC.NO	Name of EDC	Injection / Drawal voltage	Quantum of energy allotted in units
1.	Unit-I					
2.	Unit-II					
3.	Unit-III					

**Format – 5D - Standard Terms and conditions duly signed by the applicant
(To be enclosed along with the LTOA/MTOA/STOA Application)**

1. The company shall not declare their capacity over and above the approved quantum (Except for wind and solar) for specified open access purpose and if they declare their capacity above the approved open access quantum, it will not be accounted.
2. The Generator shall give necessary day ahead schedule of the generation and wheeling quantum to HT consumers, concerned Discom of HT consumers and SLDC.
3. The quantum of power to be purchased by the HT consumer both interstate (collective transaction and bilateral transaction) and intra State open access transactions together shall not exceed their sanctioned demand at any time (Except for wind and solar).
4. The company has to back down / shut down their generation as per SLDC instructions (subject to the adherence of the curtailment procedure issued by the Commission) for which no compensation is eligible and it is the responsibility of the generator to intimate their HT consumers and concerned SE/EDC's regarding their outage of plant or lesser supply of committed power by giving their schedules.
5. The wheeled power scheduled at Ex-periphery of the Generator shall be subjected to deduction of Transmission and Distribution losses stipulated in TNERC Orders issued from time to time.
6. Billing, Energy accounting and Adjustment of energy is subject to the Regulations/Orders/Procedures issued by the Commission from time to time.
7. In case of violation of any terms and conditions and /or non-payment of any of the charges payable, the open access approval will automatically get terminated.
8. The TANTRANSCO / DISCOM reserves the rights to withdraw the concurrence to operate the company's generator set in parallel with grid if any of the condition is violated.
9. The Generator / Consumer shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, CEA Regulation 2006, Grid connectivity and Intra-state Open Access Regulations 2014 and prevailing TNERC Orders / Regulations / Procedures and their amendments issued from time to time.
10. In case the consumer is a Captive user, it is the responsibility of the consumer to ensure the minimum percentage of their Captive consumption in proportionate to their share holding as per the Electricity Rules, 2005 and the Commission's Regulations/Orders/Procedures issued in this regard.
11. At any point of time if the generator fails to maintain the CGP status and the consumer is proved to be the non captive user of that CGP, than the power availed as captive user during the entire period of open access transaction will not be treated as captive transaction and will attract cross subsidy surcharge and other charges as applicable.

12. The permitted open access customer shall strictly adhere to the terms and conditions specified and indemnify DISCOM/TANTRANSCO for any loss or damage suffered by it by allowing wheeling under open access.
13. If the consumer draws power from the grid beyond approved open access period, necessary penal measures shall be applicable as per prevailing TNERC regulations and orders.
14. In case of Sale of power to Distribution Licensee through Open Access, the transmission charges and transmission losses payable to TANTRANSCO will be as per the terms of PPA executed with Distribution Licensee and Regulations / Orders issued by the Commission from time to time.
15. The commencement date of LTOA transaction is as per the prevailing Regulation and the commencement date of MTOA transaction is as per Clause 14 (2)(e) of Open Access Regulation 2014. The Commencement date of Open Access shall be as per the approval issued by the competent authority and the Commission's Regulations/Orders/Procedures issued in this regard.
16. In the event of any bogus/fraudulent injection of energy by the generating company, their captive users will have to pay to the DISCOM, the energy charges for the consumption made by them as per the applicable tariff rate along with BPSC and penal charges if any as per the law.
17. These conditions are in addition to the other conditions as stipulated in TNERC regulations and orders in force.

Secretary
Tamil Nadu Electricity Regulatory Commission