

**GUIDELINES/PROCEDURE FOR IMPLEMENTATION OF SHORT TERM OPEN ACCESS (STOA)**

**1. Preface:**

- 1.1 The procedure for Short Term Open Access (STOA) is being issued in compliance to the “Delhi Electricity Regulatory Commission (Terms and conditions for Open Access) Regulations, 2005” dated 3 January 2006, and subsequent amendments thereof, if any, hereinafter referred to as “Principal Regulations” or “the Regulations”.
- 1.2 The procedure covers guidelines, terms and conditions and application formats for availing Intrastate short term open access of Transmission and/ or Distribution system of the licensee(s).
- 1.3 The procedure, terms and conditions and charges will also be applicable to embedded Open Access consumers who use transmission and / or Distribution system in conjunction with the Central Transmission System through bi- lateral or collective transactions through Power Exchanges, in line with DERC and / or CERC regulations for Short Term Open access, as amended from time to time.
- 1.4 The procedure shall be applicable for reservation of Transmission and Distribution capacity for short term sale or purchase of power by Open Access consumer or existing consumers of Distribution licensees as well as bulk consumers / CPPs / IPPs or a state utility or an intrastate entity as a buyer or seller as entitled to avail short term Open Access under Open access Regulations, referred to as Short Term Open Access Consumer or Consumer(s) herein after.
- 1.5 The procedures along with requisite formats as described herein, shall also be available on SLDC web site “www.sldcdelhi.org”.

**2. Mandatory Requirements:**

- 2.1 The following eligibility requirements /pre-conditions are required to be fulfilled by the Open Access consumer before applying/availing the Short Term Open Access (STOA):

**A) Eligibility Requirements:**

The STOA shall be permissible to a consumer having a contract demand of 1(one) MW and above (except generating plants), connected at 11 KV or above. However, all the generating plants will be allowed open access for wheeling of power.

For the purpose of unit conversion from MVA to MW, the unity power factor shall be considered for the consumers of distribution licensee:

Provided that Quantum for Open Access demanded may be less than 1MW.

**i) Availability of spare transmission & distribution capacity:**

The short term consumer shall be eligible for STOA over the surplus capacity available on the intra-State transmission system/distribution system after use by the long term consumers and the medium term consumers, by virtue of

- a) Inherent Design Margins;
- b) Margins available due to variation in power flows; and
- c) Margins available due to in-built spare transmission / distribution capacity created to cater to future load growth:

Provided that construction of a dedicated transmission line/distribution system shall not be construed as augmentation of the transmission system/distribution system for the purpose of grant of Short Term Open Access.

**ii) Connectivity**

The consumer/buyer or generating station/sellers seeking STOA should be connected to Transmission/Distribution System of STU / Distribution Licensees at 11KV or above.

An Open Access Consumer shall be eligible to obtain connectivity at the voltage level specified in the Conditions of Supply of the licensee approved by the Commission, unless already connected, and shall apply for connectivity in accordance with the State Grid Code/Principal Regulations.

**iii) Feeder status / category supplying power to consumer:**

Open Access shall be allowed on all feeders except feeders serving mixed loads of urban / industrial consumers:

Provided that the consumers connected to mixed industrial feeders, shall be allowed open access subject to the condition that they agree to rostering restrictions imposed by the distribution Licensee on such feeders.

**iv) Registration of Open access Consumer**

An Open Access Consumer connected with Intrastate Transmission System shall be registered with SLDC on prescribe format ST-7A for generator & ST-7B for the Purchaser & One time registration charges of Rs. 10,000/- shall be payable to the 'Delhi SLDC R&E' Accounts through Bank draft/cheque payable at Delhi. This registration charge is valid for a specified injection / drawal point with respect to Intrastate Transmission System. Any change in the injection / drawal point shall be treated as a new connection and the charges for registration shall have to be paid by the applicant.

**vi) A person having been declared insolvent or bankrupt or having outstanding dues against him for more than two months billing of distribution/transmission licensee at the time of application shall not be eligible for open access:**

Provided that if the dispute regarding outstanding dues is pending with any Forum or Court and stay is granted by the competent authority, in that case the person shall be eligible for seeking open access.

**v) In case of Generators, besides fulfilling the connectivity requirement to Licensees system, they shall also be required to furnish copy of compliance report to the feasibility clearance issued by STU or Distribution Licensees, as applicable, along with any other statutory clearance.**

**2.2 On meeting the mandatory eligibility requirements, the applicant shall be issued the approval for grant of Short Term Open Access / NOC / Standing clearance / concurrence whichever is applicable by the Nodal Agency.**

Thereafter, the following pre-conditions are required to be fulfilled by the Open Access applicant:-

**i) Metering Requirements:**

a. It shall be the responsibility of Distribution Licensee to provide ABT compatible Special Energy Meters at the point (s) of injection and point (s) of drawal if not already provided, except wherever the applicant, if so desires, may procure the meter on his own. However, the distribution Licensee shall charge the cost of Main meter from the open access consumer

b. Special Energy Meters installed shall be of the make approved by STU / Distribution Licensees and shall be capable of time-differentiated measurements for time-block-wise active energy and voltage differentiated measurement of reactive energy in accordance with the Metering Code drawn out as per provisions of Delhi Grid Code / CEA guide lines.

- c. The distribution licensee shall provide Check Meters of the same specifications as Main Meter.
  - d. The meters shall be duly tested and sealed in the presence of STU/Distribution Licensees / Consumer and shall also be checked / tested at site by enforcement wing of the Distribution Licensee / STU after installation.
  - e. All Open Access Consumers shall abide by the Central Electricity Authority (installation and operation of meters) Regulations, 2006 (as amended and revised from time to time) in respect of special energy meters or interface meters (Main, Check and Standby meters) to be installed by STU or any other utilities authorized to install meters at interface points.
  - f. **As per Metering Code of Delhi**, the Main and Check Meters shall be periodically tested and calibrated by State Transmission Utility / Distribution Licensee as per requirement (**Once in a year or as & when required**).
  - g. The Metering Guidelines to be followed by Open Access consumer shall be as per enclosed format Annexure-1.
- ii) **Communication Facility:**  
Main and Check Meters shall have facility to communicate their readings/data to the State Load Dispatch Centre (SLDC) on real time basis. In case of generators/sellers and Open Access Consumers who have **sought Open Access for 10 MW or above**, the facilities/equipments for communication/transfer of metering parameters to SLDC control room on real time basis through two independent channels are to be provided by them at their cost at their end.
  - iii) **Control Room :**  
To communicate with SLDC & Area Load Despatch Center (ALDC) of Distribution Licensee, an Open Access Consumer having connected load of 10MW or more shall be required to provide a round the clock control room at its premises with following facilities:
    - a) Telephone/Mobile with STD.
    - b) Transmission and receipt of fax and e-mail.
- 2.3 SLDC/STU/Distribution licensees reserves right to deny open access to consumers or withdraw it any time in case of not fulfilling any of the eligibility conditions like change of feeder status, payment defaults, etc or otherwise due to any technical / operational constraints. Reasons for such denial/withdrawal shall be immediately conveyed to the consumer.

### 3 Procedure for Submission of Application:

#### 3.1 Application Format:

The application for approval of STOA shall be made in the appropriate prescribed format / form (Format-ST1) for applying Open Access which shall be submitted to the Nodal Agency in accordance with the Regulations and the procedures.

#### 3.2 Documents required:

The application shall accompany the following documents:

**i) Application Fee:**

The application shall be accompanied by a non-refundable application fee, specified as under, through DD in favour of **Delhi SLDC R&E Account** payable at Delhi and the non refundable processing fee as specified in the Regulation 10(2) of Principal Regulations.

**A) Intrastate bi-lateral STOA:**

i) When location of drawal & injection points are within same distribution licensee i.e. without involving STU. @ Rs 2000/ application

ii) When location of drawal & injection point in the intrastate transmission system within the State i.e. involving STU @ Rs 5000/ application

**B) Inter- state STOA (Collective transaction/ bilateral) @ Rs 5000/ application**

**i) Self-attested documents:**

- 1) Copy of sanctioned Load and Contract Demand (CD).
- 2) Copy of latest energy bill issued by distribution licensee, in case consumer is a consumer of distribution licensee. The consumer must ensure that the last bill issued by the Distribution Licensee should be paid.
- 3) Copy of stay granted by the competent authority, in case of disputes regarding outstanding dues pending with any Forum or Court.
- 4) Clearance by the competent authority in case of Power producers/ CPPs/Generators using Non Conventional Energy Source.
- 5) Connectivity details with Transmission / Distribution Licensee in case of generators or Open Access Consumer.
- 6) Single Line Diagram of the electrical system showing details of metering equipments installed.

**ii) Undertakings by the firm regarding:**

- 1) Undertaking regarding having not been declared insolvent or bankrupt.
- 2) Undertaking having no outstanding dues against them for more than two months billing of distribution / transmission licensee at the time of application.
- 3) Undertaking to accept rostering restrictions imposed by the utility in case of mixed industrial feeder.
- 4) Undertaking of not having entered into Power Purchase Agreement (PPA) or any other bilateral agreement with more than one person for the capacity (quantum of power) for which open access is sought.

**C) Undertaking for Payment Security:**

In case of sellers / generators and Open Access consumers (other than the consumers of the licensee), the applicant for open access will also be required to give an undertaking to open an irrevocable Bank Guarantee as per Format ST-8 in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months in line with payment security mechanism guidelines as per Principal Regulations, as amended from time to time.

**D) Undertaking for Acceptance to Terms & Conditions:**

An Open Access Consumer shall also be required to submit a signed undertaking cum self attested certificate towards acceptance to the terms and conditions for short term Purchase/sale of Power through Open Access, as per Format –ST 6.

**3.3** All applications for Short term Open Access complete in all respects in duplicate, shall be submitted in the following office address on all working days during 10.00 AM to 05.00PM

**Manager (System Operation – Energy Accounting)**

State Load Despatch Centre,  
SLDC Building, 33KV Sub Station, Minto Road, Delhi-110002.  
(E-mail: “dtldata @ gmail.com”)

3.4 The application complete in all respect on receipt shall be duly acknowledged and shall be allotted application Sr No. indicating date of receipt. Date of receipt of application complete in all respects in SLDC, Delhi shall be considered as the date of application.

3.5 Incomplete applications shall be liable for rejection. The reasons for rejection shall be communicated to the applicant.

**4.0 PROCESSING / APPROVAL OF APPLICATION**

**4.1 Consent by Distribution Licensee:**

On receipt of application, SLDC shall forward one set of application to the office for verification of field data/information and seeking consent from the nodal office of the Distribution Licensee as under:

- a) If Open Access applicant, in Distribution Licensee’s area say ‘D1’, desires to sell power to another Distribution Licensee ‘D2’ (through transmission network), the applicant has to get consent from D1.
- b) If open access applicant, in distribution licensee’s area say D1, desires to sell power to a consumer in another distribution licensee D2 (through transmission network) then the applicant has to get consent from D1 & D2.

**4.2 Verification of Feeder status and Field data by Distribution Licensees:**

On receipt of application from SLDC, the Distribution Licensee’s nodal office shall verify the information and seek confirmations/field data from concerned official as under:-

- a) Certificate regarding feeder category status and copy of latest sketch of feeder
- b) Confirmation regarding outstanding dues against the firm for more than two months and detail of stay granted by Court/Forum, if any.

**4.3 Time Frame:**

- i) The maximum processing time for verification of field data and subsequent initial consent to SLDC by the designated office of Distribution Licensee on the Format ST-5A, shall be within 12 working days, from the date of receipt of application from SLDC, the Nodal Agency.
- ii) SLDC shall give conditional approval within 3 working days from receipt of consent from concerned Distribution Licensee as per (i) above.
- iii) Subject to fulfilment of conditions as stated in conditional approval as per (ii) above, the time frame for NOC/Standing clearance/concurrence/consent by the SLDC shall be:
  - 7 working days in case of first time transaction.
  - 3 working days on subsequent transactions
- iv) In case of incomplete or defective application, SLDC shall communicate the deficiency or defect to the applicant by e-mail or fax, or any other usually recognized mode of communication, within two (2) working days of receipt of application. In such cases, the date of receipt of application shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

Note:

- a) The above time lines are applicable in case of the total drawal including open access less than or equal to the contract demand.
- b) The consent given by Distribution Licensee to SLDC for approval of STOA shall be valid for six months from the date of its issue, for the purpose of issuing NoC / Standing Clearance / Concurrence / Consent by SLDC. The Distribution Licensee may withdraw its consent given to SLDC in case of any violations in the mandatory / eligibility requirements of the OA consumer, as specified under Clause 2 above, after obtaining approval / consent of SLDC for withdrawing the permission granted to Open Access consumer and action taken shall be duly intimated to SLDC.

**4.4** Subject to fulfilling the mandatory requirements, receipt of timely consent of Distribution Licensees and availability of spare transmission/distribution capacity without jeopardizing the safety of the grid, the case for grant of Open Access to the Short term consumers shall be decided by the nodal agency i.e. SLDC.

**4.5** Subsequent to the decision by the nodal agency (SLDC), the conditional approval for grant of the Short term Open Access shall be conveyed to the Consumer as per the format-ST 5(B) with a copy to Nodal Office of the Distribution Licensee and concerned Grid official by ALDC of Distribution Licensees.

**5.0 Compliance of conditions and issue of NOC/Standing Clearance/Concurrence:**

The Open Access consumer shall comply with the conditions laid down in the conditional approval issued by the Nodal Agency (SLDC) and submit meter test reports issued by Concerned Authority along with site installation report indicating CT/PT ratio details & Special Energy Meter Data and the point wise compliance report of Metering Guidelines duly signed and issued by concerned official. Simultaneously, the consumer shall intimate the intended date(s) of transaction to SLDC as per the prescribed formats for seeking NOC / Standing Clearance / Consent, as the case may be, along with Copy of MoU / agreement for sale / purchase of Open Access power, if applicable, and any additional information or documents required to be submitted as per the letter issued by SLDC conveying the conditional approval.

**6. ISSUE OF APPROVAL / CONSENT / NOC/ STANDING CLEARANCE / CONCURRENCE**

**6.1** On receipt of the compliance of conditions and information as per Clause 5.0 above, SLDC shall allot a unique Open Access ID No. (Account Number) to the consumer, which shall be mentioned by the consumer in all future requests for transactions / correspondence.

**6.2** After verification of compliance of various conditions and receipt of additional documents, if any the Nodal Agency shall allow to operationalize the Short term Open Access, as per the request of the Open Access consumer, from the intended date of start and convey as under:-

- i) If the Open Access is not approved due to any reason, the consumer shall be informed accordingly.
- ii) In case of Open Access transaction through power exchange, NOC/Standing clearance shall be issued and conveyed to the Power Exchange with a copy to consumer and Distribution Licensees.
- iii) In case of bilateral interstate transaction, concurrence shall be given and conveyed to Nodal RLDC with copy to consumer and Distribution Licensees.
- iv) Consent /Approval for intrastate Open access transaction shall be issued and conveyed to the consumer with copy to Distribution Licensees.

- 6.3 Subsequently, the consumer shall apply for NOC / Standing clearance/ concurrence/ consent as the case may be, from the SLDC, maximum up to a period of six months period, 3 days in advance, along with requisite application fee, as per Clause 3.2 (i) herein above.
- 6.4 In case of refusal of NOC or standing clearance or concurrence or consent, as the case may be, on the specified grounds like non availability of surplus transmission or distribution capacity or any operational constraints, such refusal shall be conveyed to the applicant, by e-mail or fax, or any other usually recognized mode of communication, within three (3) or seven (7) working days, as the case may be, from the date of receipt of application.
- 6.5 In case of any operational constraints or congestion is anticipated in any of the Transmission /distribution corridor, it shall also be immediately conveyed by STU / Distribution Licensees to the SLDC as well as Short term Open Access Consumer including the reduced transmission /distribution capacity which can be offered for Open access. The concerned applicant must inform the nodal agency, the acceptance of reduced Open Access capacity within 24 hours. In case of non-receipt of revised information in time, it will be presumed that the applicant is no longer interested in revising it and SLDC will process the application accordingly.

**6.6 Downward Revision of CONSENT / NOC/ STANDING CLEARANCE / CONCURRENCE**

1. In case of downward revision of Open Access quantum approved by the SLDC in NOC/consent on format-5B, the Open Access Consumer shall submit an application to Nodal Agency with a copy to concerned distribution license.
2. The downward revision of Open Access quantum shall be effective after expiry of 4 working days excluding the date of receipt of application or the date for which revision is sought whichever is later.

**NOTE:**

- 1) The application for approval, NOC/Standing clearance, concurrence, may be sent to designated office under SLDC through fax or e-mail as a *pdf* format attachment.
- 2) The Application Fee for each bilateral transaction or the collective transaction shall be accompanied by a non refundable Application fee in the form of DD in favour of SLDC, payable at Delhi or through electronic transfer of funds (RTGS/NEFT) in favour of SLDC, Delhi at specified Account nos.
- 3) SLDC will seek consent of Distribution Licensees one month before expiry of earlier consent for issue of NOC/Standing Clearance/Concurrence as the case may to the Open Access consumer.

**6.6 Procedure for Short Term Open Access**

**1) Involving inter-State transmission system:**

Notwithstanding anything contained in clauses (2) to (3) herein below, procedure for inter-State short-term Open Access shall be as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, or its statutory re-enactments, as amended from time to time:

Provided that in respect of a consumer connected to a distribution system seeking interstate short-term open access, the SLDC, before giving its consent to the RLDC as required under the CERC regulations, shall obtain the consent of the distribution licensee concerned.

2) **Without involving inter-State transmission system:**

Subject to the provisions of sub-regulation (1) herein above, intra-State short-term Open Access shall be in accordance with the provisions of clause (a) to (h) herein below:

(a) **Open Access in advance**

- (i) Application may be submitted to the SLDC seeking short-term open access upto the second month, considering the month in which an application is made being the first month.
- (ii) Separate application shall be made for each month and for each transaction in a month.
- (iii) The application to the SLDC shall be on the prescribed Form containing such details as capacity needed, generation planned or power purchase contracted, point of injection, point of drawl, duration of availing open access, peak load, average load and such other additional information as may be required by the Nodal Agency (SLDC). The application shall be accompanied by a non refundable application fee as prescribed in Sr.No.3.2A(i) & (ii) above.
- (iv) 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 Aug shall be received upto 15th day of July.
- (v) SLDC shall acknowledge receipt of the application by indicating time and date on "ACKNOWLEDGEMENT" to the applicant.
- (vi) A consumer of distribution licensee intending to avail open access shall also furnish a copy of his application to the concerned official of the distribution licensee.
- (vii) Based on the type of transactions SLDC shall take a decision on the applications for Short-Term Open Access in the manner provided herein below.
- (viii) All applications received under sub-clause (iv) above shall be taken up for consideration together and processed as per allotment priority criteria specified under Regulation 8(1) to 8(4) of Principal Regulations, as amended from time to time.
- (ix) SLDC shall check transaction for congestion of any element (line and transformer) of transmission and distribution system involved in transaction.
- (x) SLDC shall convey grant of open access or otherwise along with schedule of payments to the consumer latest by 19th day of such preceding month.
- (xi) SLDC shall assign specific reasons if open access is denied under sub clause (x)

(b) **Open Access on first come first served basis:**

Applications for open access for the second month, received after the date specified in S.No. 2(a)(iv) above and the applications received during the first month shall be considered on first come first served basis. Provided that such applications shall reach the Nodal agency at least four days in advance of the date of the open access transaction. All these applications shall be processed and decided within three days of their receipt. For example: The application for open access commencing from 10<sup>th</sup> Aug shall be submitted by 5<sup>th</sup> Aug by 5 PM.



(c) **Day-Ahead Open Access:**

- (i) An application for grant of day ahead open access may be received by SLDC three days prior to the date of scheduling but not later than 1300 hours of the day immediately preceding the day of scheduling for such transaction. For example, application for day-ahead transaction on 25th day of July shall be received on 22nd day or 23<sup>rd</sup> day or upto 1300 hours on 24th day of that month.
- (ii) SLDC shall check for congestion and convey grant of approval or otherwise by 18:00 hours of the day immediately preceding the day of scheduling. All other provisions of application for short-term open access shall apply.

(d) **Bidding Procedure/Congestion Management:**

- 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.

NOTE:

- i) Till SLDC establishes infrastructure for electronic bidding, such applications shall be dealt on first come first serve basis.
- 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 through an email/SMS notice, to the applicants.
- iv) SLDC shall also display 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 the notice.
- vi) The bids shall be accepted on the prescribed format, to be notified by SLDC, and shall be received up to the scheduled "bid closing time" as indicated in bidding invitation notice. 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 in Rs./MWh above the floor price;
- 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) Open Access consumers in favour of whom full capacities/partial capacities have been allotted shall pay the charges quoted by each of them in the course of bidding process.

- xiii) SLDC shall reject bids which are incomplete, vague in any manner or not found in conformity with bidding procedure.
- xiv) 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) above.
- e) The reserved capacity by a short-term open access consumer is not transferable to others.
- f) The capacity available as a result of surrender or reduction or cancellation of the reserved capacity by the SLDC, may be reserved for any other short-term open access consumer in accordance with the Principal Regulations.
- g) During peak load hour restrictions, the open access consumers shall restrict their total drawl including open access power to the extent of the peak load exemption allowed.
- h) On expiry of the period of the short-term open access, the short-term consumer shall not be entitled to any overriding preference for renewal of the term.

**3) Within same distribution system:**

The procedure specified in clause (2) above, mutatis mutandis, shall apply to cases of short-term open access when the point of injection and the point of drawl are located in the area of the same distribution licensee.

**7. Revision of Schedule:**

7.1 The short-term open access schedules accepted by 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 SLDC by short term open access consumer; provided that such cancellation or downward revision of the short term open access shall not be effective before expiry of two (2) days excluding the date of receipt of application and date of implementation.

7.2 In case of cancellation or downward revision by the consumer, the consumer shall pay transmission and wheeling charges for first two days of the period for which the cancellation or downward revision of schedule has been sought in accordance with the schedule originally approved by the SLDC and thereafter as per the revised schedule accepted by the SLDC during the period of such cancellation or downward revision.

7.3 In case of cancellation, the operating charges shall be payable by Open Access consumer for two days or the period of cancellation in days, whichever is less.

**8.0 Open Access by a Generator/Seller**

**Failure of Evacuation System of the licensee:**

A generator in the State may be supplying power outside the State, within the State to an open access consumer or sale to the distribution licensee. Non evacuation of power due to breakdown of evacuation system of the licensee will be dealt with as under:

**(a) Inter-State sale:**

The schedule given by the generator will be passed on to NRLDC by the SLDC. The share of licensee from the central sector projects will be adjusted accordingly and the energy scheduled by the generator to be fed will be delivered to the purchaser / utility. If the licensee is unable to evacuate power from the generator due to failure of evacuation system of the licensee, the generator will pay to the licensee at the tariff rate charged to the purchaser for the energy which could not actually be

evacuated by the licensee due to breakdown of evacuation system of the licensee. However, the generator will be compensated by the licensee for Open Access transmission and wheeling charges, if any, paid to the licensee during the period of non-evacuation of power from the generator.

**(b) Sale within the Distribution Licensee:**

The payment to the generator will be made as per the power purchase agreement with the Consumer / Licensee.

**(c) Intra-State sale:**

SLDC will inform the purchaser about the failure of evacuating system and the purchaser shall stop drawing power within 6 blocks (each of 15 minutes) of this intimation. For the intervening period:

- (i) The purchaser will pay to the generator at the tariff agreed to between them.
- (ii) The generator will pay to the licensee for the energy supplied by the licensee to the purchaser, at the rate agreed between the generator and the purchaser.
- (iii) The generator will be compensated by the licensee for payment of Open Access transmission and wheeling charges, if any, paid by the generator during non evacuation of power. Upto 6<sup>th</sup> time block of non evacuation, the generator shall pay to the Distribution Licensees in whose area the generator exists at agreed rate to the buyer of other Distribution Licensee. After 6<sup>th</sup> block, the energy drawn by the purchaser / Open access consumer will be charged for the Mismatch as per provisions of UI Regulation applicable for Open Access consumers, as amended from time to time.

## **9.0 METER READING & ENERGY ACCOUNTING**

9.1 The sellers and buyers involved in the transaction facilitated through open Access shall abide by the Indian Electricity Grid Code and State Grid Code and the instructions given by SLDC as applicable from time to time.

9.2 The consumer shall maintain grid discipline as envisaged under the Grid Codes in scheduling, dispatch and drawl of electricity.

9.3 In case of Open Access consumers, Meter data downloading / reading of Special Energy Meters shall be taken by concerned Distribution Licensee for billing purpose.

9.4 In case of generator/seller, Meter data downloading / reading of Special Energy Meters shall be taken by generator/Licensee on monthly basis. Any change in Multiplication factor / CT / PT ratio setting shall also be recorded. The downloaded data in the form of CD and hardcopy printout along with a statement of consumption as recorded by Main, Check Special Energy Meter, duly authenticated by concerned Licensees shall be sent to SLDC for preparation of monthly DSM Account.

**9.5 In case any co-generation, renewable energy source of energy and other non-conventional energy sources based plants does not supply electricity to the distribution licensee of it's area, UI would be applicable. This will also hold good in case such generating plant supplies electricity to more than one person including the distribution licensee of the area where such plant is located.**

9.6 The entitlement at the drawl point will be worked out after considering the Transmission and Distribution losses, as determined by the commission in the Tariff order or any subsequent order for that year.

9.7 STU will organise periodical testing of the ABT meter at Consumer(s) premises for its Accuracy / calibration, clock time synchronization etc. as per provisions of Metering Code.

9.8 The special Energy Meter / Interface meters at Open Access Consumers premises shall be open for inspection by any authorized person of STU/Enforcement wing of Distribution Licensees.

9.9 **CHARGES FOR OPEN ACCESS**

The Short Term Open Access Consumer shall pay the following charges for Open Access as notified by DERC Regulations and as determined by DERC in its Regulations/ tariff order from time to time.

10.1 **MISCELLANEOUS CHARGES**

The Utilities who have installed meters for Open Access Consumer are entitled to recover charges from the consumer as under:-

- a) Estimated cost of ABT Meter with AMR facility =Rs.50000/-
  - b) Estimated expenditure involves in testing /installation/commissioning of Energy Meter=Rs.20000/-
  - c) Estimated expenditure for data downloading of Energy Meter per visit=Rs.2500/-
- The above rates /expenditure are without VAT/Service Tax if any applicable.  
NOTE- Procurement/installation of CT/PT /Metering Cubicle & its wiring upto the terminal block to be arranged by the consumer.

After installation of meters, the Licensee shall recover the actual cost and shall adjust the estimated cost.

10.2 **Energy Losses:**

The Short Term Open Access Consumer shall bear the losses as under:-

1) **Inter-State Open Access:**

The buyers and sellers of electricity shall absorb apportioned energy losses in the transmission system in accordance with the provisions specified by the Central Regulatory Electricity Commission (CERC), as notified from time to time.

2) **Intra-State Open Access:**

The Transmission & Distribution losses separately for the Intra-State system shall be determined by the Commission separately in its Tariff Orders or any specific order(s) which shall be apportioned in proportion to the actual energy drawl by the Open Access consumer. The energy losses shall be compensated by additional injection at the injection point(s).

Note: The Energy losses shall also be applicable to Non Conventional Fuel Source based Generators.

10.3. **Any Other charges:**

Any other charges/taxes determined/levied by the Delhi/Central Government or by the Commission from time to time.

11.0 **Billing & Payments:**

11.1 The Distribution Licensees shall raise monthly bill on Open Access consumer and shall maintain the amount collected in a separate Bank Account or as per the directions issued by the Commission from time to time. The same shall be reconciled with SLDC on monthly basis.

11.2 The monthly bills towards Open Access Charges for intrastate transactions or supplementary bill towards interstate transaction not covered in remittances received through power exchange and Nodal RLDC, if any, shall be prepared & issued by Nodal Agency on monthly basis in case of purchasers and weekly in case of sellers. The STOA consumer shall make payments as raised in the bills, by due date through electronic transfer (RTGS/NEFT) or Bank Draft drawn in favour of SLDC payable at Delhi.

Note: Payments/recoveries towards UI/ Imbalance charges in case of over injection or under injection by the generators/sellers shall be paid or realized by the Distribution licensee against the bill to be raised based on the energy account supplied by SLDC.

11.3 All the payments shall be accepted up to 3.00 P.M on working days only. In case due date of bill falls on holiday, it shall be accepted on the next working day.

**11.4 No part payment shall be accepted**

Provided that in the event of an error in bill being admitted the amount of error shall be adjusted by the authority in the next bill rendered to the consumer after settlement of the difference or dispute by the Competent Authority.

**11.5 Due Date of Payment:**

Due date for payment of bills raised by distribution licensee shall be fifteen days from the date of issue the bill.

**11.6 Late payment surcharge:**

In case the payment of any bill for charges payable under DERC(Open Access) Regulations, 2005 is delayed by an open access consumer beyond the due date, without prejudice to any action under the Act or any other regulation there under, a late payment surcharge at the rate of 1.25% per month or part thereof shall be levied.

**11.7 Default in Payment:**

- a) Non-payment of any charge or sum of money payable by the open access consumer under the Principal Regulations (including imbalance charges) shall be considered noncompliance of the Principal Regulations and shall be liable for action under Electricity Act 2003. The STU or any other transmission licensee or a distribution licensee may discontinue open access after giving consumer an advance notice of seven days without prejudice to its right to recover such charges by suit.
- b) In case of default in payment of charges relating to the SLDC, the SLDC may refuse to schedule power to the defaulting open access consumer and direct the licensee concerned to disconnect such consumer from the grid.

**12.0 Collection and Disbursement of Charges:**

12.1 In case of collective transactions through power exchange, the customer shall pay applicable charges toward open access transaction to the concerned power exchange and all the distribution charges to the concerned Distribution Licensee directly. The concerned Power Exchange shall remit the STU charges & SLDC Operation charges to SLDC.

In case of Bi-lateral Interstate transactions, the customer shall pay applicable charges towards open access transaction to the concerned RLDC & all the distribution charges to the concerned Distribution Licensee directly. The concerned RLDC shall remit the STU charges and SLDC Operation charges to SLDC..

In case of Intrastate transactions, customer shall pay applicable charges towards open access transaction to SLDC & all the distribution charges to the concerned Distribution Licensees directly.

12.2 The cross subsidy charge and additional surcharge shall be payable directly to the distribution licensee in whose area of supply the consumer availing open access is located, against the monthly bill raised by Distribution Licensees.

- 12.3 The Scheduling and Operation charges shall be payable to SLDC.
- 12.4 The reactive energy charges as determined by DERC shall be paid to the distribution licensee in whose area of supply the consumer availing open access is located.
- 12.5 When the intra state transmission system and distribution system is used in conjunction with inter-state transmission system, the provisions regarding collection and disbursement of transmission, wheeling and operating charges contained in Central Electricity Regulatory Commission (Open Access in interstate Transmission) Regulations, 2008 as amended from time to time will apply.
- 12.6 All the charges except distribution charges (DISCOM wheeling, cross subsidy surcharge, additional surcharge, reactive energy etc.) in first instance will be collected by SLDC directly or through RLDC/Exchange. The Transmission Charges as received by SLDC shall be remitted to STU within 15 days of its receipt by SLDC.

**13.0 Payment Security Mechanism:**

- 13.1 The applicant for open access shall open an irrevocable and revolving Letter of Credit (LC) in favour of the Licensee responsible for collection of applicable charges. The value of LC shall be equivalent to the estimated amount of various charges for a period of Two months as per prescribe format ST-8. The applicant can also open Bank Guarantee (BG) for an equivalent amount.
- 13.2 Payment security mechanism specified above is intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.
- 13.3 The LC/BG shall be opened in a Scheduled Bank mutually agreed between consumer and the licensee.
- 13.4 The LC/BG shall be valid for at least two months beyond the entire duration of the transaction.
- 13.5 The LC/BG shall be opened by the consumer before issuance of the compliance report for completion of metering formalities.
- 13.6 In case of renewal of contract during the currency of existing contract for same quantum, the Licensee shall accept extension of LC/BG for the corresponding period.
- 13.7 In case of renewal of contract during the currency of existing contract for different quantum, the Licensee shall accept extension of LC/BG for the corresponding period for proportionate amount.
- 13.8 Provided that in case renewal of contract is for lower quantum, LC/BG for proportionate amount shall be accepted after expiry of period of existing LC/BG.
- 13.9 In case of upward revision of quantum during the currency of existing contract, the licensee shall accept the extension of LC/BG for proportionate amount.

[Explanation:- The word 'existing contract' for the purpose of revision of quantum shall mean where point of injection and point of drawl are same.]

- 13.10 The LC/BG shall be operated by the Licensees in case of default in payment.

13.11 All costs/expenses/charges associated with LC/BG shall be borne by the applicant/consumer.

**14.0 Redressal Mechanism:**

All disputes and complaints related to open Access shall be referred to the SLDC. However, the disputes and complaints regarding metering and billing etc. shall be first referred to the Commercial and Metering Committee constituted under the State Grid Code. The Committee shall investigate and endeavour to resolve the grievance within 30 days; and refer the matter to SLDC along with finding / remedial measures. If the Committee is unable to redress the grievance and SLDC is not agreed with the view of the Committee, it shall be referred to the Commission by the Committee, SLDC or the Open Access Consumer, as the case may be.

**15.0 Curtailment Priority:**

15.1 The State Load Despatch Centre may curtail power flow on any transmission corridor by cancelling or rescheduling any transaction, if in its opinion cancellation or curtailment of such transaction is likely to relieve any transmission constraint on the corridor or to improve grid security. However, in all such cases of cancellation or curtailment, the SLDC will, as soon as practicable, intimate in writing to the consumer the reasons therefore.

15.2 Subject to provisions of the State Grid Code, cancellation/curtailment will be affected as under: -

- (i) Short term transaction(s) will be cancelled or curtailed first, followed by medium term transactions, which shall be followed by long term transaction(s).
- (ii) Among short term transactions, bilateral transaction will be cancelled or curtailed first, followed by collective transactions.
- (iii) Open Access to a distribution licensee will be the last to be curtailed within a category.
- (iv) Curtailment will be effected on a pro-rata basis amongst the consumers of a particular category.

15.3 In case of curtailment of the approved schedule by the State Load Despatch Centre, transmission and wheeling charges shall be payable pro-rata in accordance with the curtailed schedule.

15.4 The SLDC Operating charges, as specified under the relevant provisions of DERC (Open Access) Regulations, 2005 as amended from time to time, will be payable irrespective of curtailment, if any.

15.5 The concerned Nodal Agency should ensure that Non Conventional Energy Source based generator where are mainly Must Run Plant should be tried to be scheduled first so that the generation from such Non Conventional Sources does not affect. SLDC shall endeavour to give priority to must run plant for scheduling in merit order in line with the guidelines of CERC.

## ACTIVITY CHART SHOWING TIME LINES FOR SHORT TERM OPEN ACCESS PROCESS

### ACTIVITY

| A) <b>Approval of Short Term Open Access</b>   | <b>TIME LINE</b>       |
|--|------------------------|
| i) Submission of Application By Consumer to SLDC   | 0                      |
| ii) Forwarding of application to concerned Distribution Licensee by SLDC   | within 2 working days  |
| iii) Verification of field data and Consent by Distribution Licensee   | within 12 working days |
| iii) Decision by SLDC for conditional approval   | within 3 working days  |
| <b>Total:</b>  | <b>17 Working Days</b> |
| <br>   |                        |
| <b>B) INSTALLATION OF METERING EQUIPMENTS.</b>   |                        |
| i) Procurement of Metering Equipment<br>By the authorized agency   | within 30 days         |
| ii) Testing by Authorized agency   | within 10 days         |
| iii) Installation at site by consumer/Dist Licensees   | within 10 days         |
| iv) Testing by Distribution Licensees /STU & issue of Point wise compliance report   | within 10 days         |
| <br>   |                        |
| <b>C) Issue of NOC/Standing clearance/Concurrence by SLDC</b>  |                        |
| i) Submission of application   | 0 working day          |
| ii) First NOC/Standing clearance/Concurrence   | within 7 working days  |
| iii) Subsequent Monthly NOC/SC/Concurrence   | within 3 working       |
| <br>   |                        |
| <b>D) Down loading of Meter data &amp; preparation of Energy account by SLDC:</b>  |                        |
| i) Meter reading & down loading of data by Dist: Licensees (on due date) (Monthly in case of Purchaser & weekly in case of Seller) | 0 Hr.                  |
| ii) Submission of downloaded data to SLDC by Distribution Licensees / STU  | within two days        |
| iii) Preparation of Energy Account by SLDC for Distribution Licensees  | within 7 days          |
| iv) Forwarding of UI Energy Account by Dist licensees  | within a month         |



## **GUIDELINES FOR INSTALLATION OF METERING EQUIPMENTS AND ARRANGEMENTS AT THE PREMISES OF OPEN ACCESS CONSUMERS.**

The following guidelines are to be strictly implemented for installation of metering equipments including ABT compliant special energy meters (SEM) of accuracy class 0.2S/0.2 and connecting arrangements for metering of open access consumers.

### **A) Open Access Consumer's Premises (To be complied by OA Consumer)**

- i) Open Access Consumers injecting power in to the Distribution Licensee / STU system shall provide separate line bay with line protection scheme at both ends to take care of any fault on line.
- ii) Meters are to be installed directly on line without any isolator in between line and metering CTs/PTs.
- iii) Metering CTs/PTs should be exclusively for Dist. licensees metering. Consumers may install any additional meter with separate CT/PT.
- iv) CTs of 0.2S and 0.2 accuracy class is to be installed where CT output is 5A (in case of 11kV) and 1A (in case of 66/132/220kV) respectively. However PTs of accuracy class 0.2 are to be used.
- v) Metering CT/PT should be exclusive for metering purpose. These will not be allowed for protection purpose. However metering CT/PT are to be provided with minimum two metering cores, one core to be used for main ABT meter & 2 core to be used for check meter & TPT meter.
- vi) The meter should be installed nearest to the CT/PT in separate enclosure, with easy/free access by Dist licensees/STU staff.
- vii) All connecting cables from CT/PT to meters should be routed through conduit pipe duly welded.
- viii) Un-climbable fencing around metering, CT, PT area is to be provided which will be sealed by STU.
- ix) Use of only single ratio metering CTs will be allowed. Multi ratio CTs are not to be used in any case.
- x) Metering CTs/PTs, bottom plate needs to be welded after testing/installation at site.
- xi) Open access consumer (non-consumer of Distribution Licensees) is required to provide two communication channels at his own cost for communication of metering data to SLDC control room.
- xii) Consumers who have already installed CT / PT without witness/checking of Distribution Licensee / STU shall get the same tested in the presence of Distribution Licensee / STU representative.
- xiii) Meter is not to be installed in the control room of consumers substation.

### **B) Compliance by STU**

#### **At Consumer end:**

- i) Installation of check Meter
- ii) ABT meter installed for consumers injecting & drawing power to be import/export type of accuracy class 0.2S.

#### **At Distribution Licensee / STU Sub Station end**

- i) Supply should not be tapped from Bus PT. Exclusive line CTs and PTs are to be installed for metering at Sub Station end. CT/PTs provided shall have two metering cores.
- ii) Meters are to be installed near line bay in Sub Station Yard.

Formats for Short-Term

**FORMAT - ST1**

**APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS**

( to be sent by consumer to **Nodal Agency** )

**To: Nodal Agency**

|   |                          |  |       |  |
|---|--------------------------|--|-------|--|
| 1 | Consumer Application No: | <self generated by Consumer>   | Date: |  |
| 2 | Period of Transaction:   |  |       |  |
| 3 | Name of Consumer*        | < seller/buyer/captive user/trader (on behalf of seller/buyer/captive user ) |       |  |

< \* In terms of power transfer >

|   |                   |  |             |  |
|---|-------------------|--|-------------|--|
| 4 | Consumer Name     |  |             |  |
| 5 | Registration Code |  | Valid up to |  |

< Registration code shall be as provided by Nodal Agency >

|   |  |                  |               |
|---|--|------------------|---------------|
| 6 | Details of Transaction Party's to Grid |                  |               |
|   | Name of Entity                         | Injecting Entity | Drawee Entity |
|   | Status of Entity*                      |                  |               |
|   | Utility in which it Embedded           |                  |               |

< \* In terms of Ownership-State Utility/CPP/IPP/Discom/Consumers/Specify, if any other >

|                                  |  |                  |               |  |
|----------------------------------|--|------------------|---------------|--|
| 7                                | Details of Transaction Party's to Grid |                  |               |  |
|                                  |  | Injecting Entity | Drawee Entity |  |
|                                  | Name of Sub-Station                    | Transmission     |               |  |
|                                  |  | Distribution     |               |  |
|                                  | Status of Entity*                      | Transmission     |               |  |
|                                  |  | Distribution     |               |  |
|                                  | Name of Licensee (Owner of S/S)        |                  |               |  |
|                                  | Intervening intra-State Licensee       |                  |               |  |
| Intervening inter-State Licensee |  |                  |               |  |

< Distribution licensee if required, may treat interface periphery as its connectivity points >

|   |  |    |       |    |          |
|---|--|----|-------|----|----------|
| 8 | Open Access Sought for (Period from date _____ to _____) |    |       |    |          |
|   | 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 | Validity Period |
|   | Seller                    | Buyer | PPA/PSA/MoU |    | Commencement    |
|   |                           |       |             |    | Expiry          |
|   |                           |       |             |    | Capacity MW*    |

|    |  |                    |                |             |
|----|--|--------------------|----------------|-------------|
| 10 | Details of Non-Refundable Application Fee Made |                    |                |             |
|    | Bank Details                                   | Instrument Details |                | Amount(Rs.) |
|    |  | Type(Draft)        | Instrument No. |             |
|    |  |                    |                |             |

|           |   |
|-----------|---|
| <b>11</b> | <b>I here by authorized Nodal Agency to process said application, in case open access capacity allotted, for day ahead scheduling in accordance with the provision of intra-State ABT</b> |
|-----------|---|

|           |  |
|-----------|--|
| <b>12</b> | <b><u>Declaration</u></b>  |
|           | <b>All Entities/Utilities to transaction shall abide by provisions of the Electricity Act 2003(the Act), SERC (Terms and Conditions for Intra State Open Access) Regulations and any other relevant regulation/order/ code as amended from time to time.</b> |

Place : Signature (With Stamp)  
Date : Name & Designation

**Enclosures**

- 1) Non-refundable application fee by Demand draft or cash receipt (if payment by cash).
- 2) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.
- 3) Self-certified copies of unconditional concurrence of STU and/or transmission licensee and/or distribution licensee.
- 4) If any other.

**Copy to along with relevant enclosures [except (1) & (2)]:**

- (1) General Manager (Commercial) of Transmission Licensee involved in transaction.
- (2) Concerned officer of Distribution Licensee involved in transaction
- (3) Any other concerned

| <b>For use of SLDC (with Reference to Enrolment of Application)</b> |                              |
|---|------------------------------|
| <b>SLDC Reference ID No.</b>  |                              |
| <b>Nodal SLDC Approval No.</b>                                      | <i>&lt; if approved &gt;</i> |
| <b>Or Reason of Refusal* (If Refused)</b>                           |                              |

*< \* Nodal Agency may also enclosed supporting documents for the reasons of refusal duly signed on each page >*

**Formats for Short-Term  
ACKNOWLEDGEMENT**  
(for office use only)

**APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS**

(A) < to be filled by the consumer >

|   |                          |   |       |  |
|---|--------------------------|---|-------|--|
| 1 | Consumer Application No: | <i>&lt;self generated by Consumer&gt;</i>   | Date: |  |
| 2 | Period of Transaction:   |   |       |  |
| 3 | Name of Consumer*        | <i>&lt; seller/buyer/captive user/trader (on behalf of seller/buyer/captive user &gt;</i> |       |  |

*< \* In terms of power transfer >*

|   |                   |  |             |  |
|---|-------------------|--|-------------|--|
| 4 | Consumer Name     |  |             |  |
| 5 | Registration Code |  | Valid up to |  |

*< Registration code shall be as provided by Nodal Agency >*

(B) < to be filled by **Nodal Agency**>

|  |  |
|--|--|
| <b>Date and time of Receipt of Application</b> |  |
|--|--|

**Place:**

**Signature (With Stamp)**

**Date:**

**Name & Designation**

FORMATE ST1: APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS (Page- 3 of 3)

-----X-----X-----X-----X-----X-----X-----

**ACKNOWLEDGEMENT**

*(to be issued by **Nodal Agency** to the consumer within 24 hours on receipt of application duly filled in)*

**APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS**

(A) < to be filled by the consumer >

|   |                          |   |       |  |
|---|--------------------------|---|-------|--|
| 1 | Consumer Application No: | <i>&lt;self generated by Consumer&gt;</i>   | Date: |  |
| 2 | Period of Transaction:   |   |       |  |
| 3 | Name of Consumer*        | <i>&lt; seller/buyer/captive user/trader (on behalf of seller/buyer/captive user &gt;</i> |       |  |

*< \* In terms of power transfer >*

|   |                   |  |             |  |
|---|-------------------|--|-------------|--|
| 4 | Consumer Name     |  |             |  |
| 5 | Registration Code |  | Valid up to |  |

*< Registration code shall be as provided by Nodal Agency >*

(B) < to be filled by **Nodal Agency**>

|  |  |
|--|--|
| <b>Date and time of Receipt of Application</b> |  |
|--|--|

**Place:**

**Signature (With Stamp)**

**Date:**

**Name & Designation**

**N.B:**

**This counterfoil may be scored out and issued to the consumer.**

FORMATE ST1: APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS (Page- 3 of 3)

FORMATS for Short-Term

**FORMAT-ST2**

**APPROVAL FOR SHORT-TERM OPEN ACCESS**

(to be issued by SLDC)

|                         |         |      |  |
|-------------------------|---------|------|--|
| Nodal SLDC Approval No. | / (R-0) | Date |  |
|-------------------------|---------|------|--|

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

|   |                          |  |      |  |
|---|--------------------------|--|------|--|
| 1 | Consumer Application No. | <as provided by consumer on FORMAT-ST1>                                    | Date |  |
| 2 | Period of Transaction    |  |      |  |
| 3 | Nature of Consumer*      | <seller/buyer/captive user/trader(on behalf of seller/buyer/captive user)> |      |  |

< \* In terms of power transfer >

|   |                   |  |             |  |
|---|-------------------|--|-------------|--|
| 4 | Consumer Name     |  |             |  |
| 5 | Registration Code |  | Valid up to |  |

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

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

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

< Distribution licensee, if required, may treat interface periphery as its connectivity points >

|   |   |    |       |    |              |          |
|---|---|----|-------|----|--------------|----------|
| 8 | Open Access Sought for ( Period from date _____ to date _____ ) |    |       |    | Revision No. | 0        |
|   | Date  |    | Hours |    | Capacity(MW) |          |
|   | From  | To | From  | To | Applied      | Allotted |
|   |   |    |       |    |              |          |
|   |   |    |       |    |              |          |
|   |   |    |       |    |              |          |
|   |   |    |       |    | Total MWh    |          |

|   |  |      |    |       |    |                           |
|---|--|------|----|-------|----|---------------------------|
| 9 | Details of Bidding <only in case of Bidding> |      |    |       |    |                           |
|   | Details of Intra-State System                | Date |    | Hours |    | Applicable Rate (Rs./kWh) |
|   |  | From | To | From  | To |                           |
|   | Transmission System                          |      |    |       |    |                           |
|   | Distribution System                          |      |    |       |    |                           |

10. The approved transaction shall be incorporated in day-ahead scheduling in accordance with the provisions of intra-State ABT. <only in case of approval>

11. Please submit following to SLDC with details on format [FORMAT-ST5] in the manner as specified in procedure: <only in case of approval>

- (a) SLDC Fee Amount Rs. \_\_\_\_\_ Due Date: \_\_\_\_\_  
 (b) Security Amount Rs. \_\_\_\_\_ Due Date: \_\_\_\_\_

12. The approval is subject to provisions of SERC (Terms and Conditions for Intra State Open Access) Regulations, 2010 and any other relevant regulation/order/code as amended and applicable from time to time. *< only in case of approval >*
13. No approval is being granted on account of *<only in case of rejection>*

*< SLDC shall convey specific reasons if open access is denied and may also enclose supporting documents to support the same duly signed on each page >*

---

**Place  
Date**

**Signature (with stamp)  
Name & Designation**

**Enclosures**

- (1) Schedule of payments *< only in case of approval >*
- (2) If any other

**Copy to along with enclosures**

- (1) Consumer
- (2) Transmission Licensee involved in transaction.
- (3) Distribution Licensee involved in transaction.
- (4) Any other concerned.

FORMATS for Short-Term  
ENCLOSURE to FORMAT- ST2  
**SCHEDULE OF PAYMENTS**

(to be enclosed for each month by SLDC along with FOMAT–ST2)

|  |                                 |      |  |
|--|---------------------------------|------|--|
|  | Nodal SLDC Approval No. / (R-0) | Date |  |
|--|---------------------------------|------|--|

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

|   |                          |   |      |  |
|---|--------------------------|---|------|--|
| 1 | Consumer Application No. | <i>&lt;as provided by consumer on FORMAT-ST1&gt;</i>                                      | Date |  |
| 2 | Period of Transaction    |   |      |  |
| 3 | Nature of Consumer*      | <i>&lt; seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) &gt;</i> |      |  |

<\* In terms of power transfer>

|   |                   |  |            |  |
|---|-------------------|--|------------|--|
| 4 | Consumer Name     |  |            |  |
| 5 | Registration Code |  | Valid upto |  |

|   |  |                |             |
|---|--|----------------|-------------|
| 6 | Tentative* Monthly Payment Schedule for Short-Term Open Access Charges( Period: <i>date</i> to <i>date</i> ) | Month          |             |
|   | Payment Chargeable for   | Rate (Rs./kWh) | MWh         |
|   | (1) Intra-State Network  |                | Total (Rs.) |
|   | (a) Transmission Charges   |                |             |
|   | concerned Transmission Licensee  |                |             |
|   | Intervening intra-State Licensee(if any)   |                |             |
|   | (b) Wheeling Charges   |                |             |
|   | concerned Distribution Licensee  |                |             |
|   | Intervening intra-State Licensee(if any)   |                |             |
|   | (c) Cross subsidy Surcharge  |                |             |
|   | concerned Distribution Licensee  |                |             |
|   | (d) Additional Surcharge   |                |             |
|   | concerned Distribution Licensee  |                |             |
|   | (e) SLDC Charges   |                |             |
|   | SLDC   |                |             |
|   | (2) Inter-State Network  |                |             |
|   | Transmission Charges   |                |             |
|   | Intervening inter-State Licensee(if any)   |                |             |
|   | Total Monthly Payment Amount (Rs.)   |                |             |

Place  
Date

Signature (with stamp)

Name & Designation

\* Tentative on the basis of MWh mentioned in application which may due to cancellation or downward revision subject to approval of Nodal Agency.

**FORMATS for Short-Term  
FORMAT- ST3  
CONGESTION INFORMATION AND INVITATION OF BIDDING  
(to be invited by SLDC)**

SLDC Bidding Invitation No. \_\_\_\_\_

Date \_\_\_\_\_

|   |                          |   |      |  |
|---|--------------------------|---|------|--|
| 1 | Consumer Application No. | <as provided by consumer on FORMAT-ST1>                                     | Date |  |
| 2 | Period of Transaction    |   |      |  |
| 3 | Nature of Consumer       | <seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) > |      |  |

<\* In terms of power transfer>

|   |                   |  |            |  |
|---|-------------------|--|------------|--|
| 4 | Consumer Name     |  |            |  |
| 5 | Registration Code |  | Valid upto |  |

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

| Network Corridor                                  |   | Congestion Period |    |       |    | Margin/<br>Capacity<br>Available | Total Capacity<br>Applied by all the<br>Consumers |
|---|---|-------------------|----|-------|----|----------------------------------|---|
| Sub-station<br>with<br>Transformation<br>Capacity | Electric<br>Line/Link<br>with<br>Capacity | Date              |    | Hours |    |                                  |   |
|   |   | From              | To | From  | To | MW                               | MW  |
| Intra-State Transmission System                   |   |                   |    |       |    |                                  |   |
|   |   |                   |    |       |    |                                  |   |
| Intra-State Distribution System                   |   |                   |    |       |    |                                  |   |
|   |   |                   |    |       |    |                                  |   |
| Inter-State Transmission System                   |   |                   |    |       |    |                                  |   |
|   |   |                   |    |       |    |                                  |   |

7. In view of above please submit bid on format [FORMAT-ST4]. The details for bidding are hereunder

| (a) Bid Invitation Date     |                                     | Time              |    |       |    |   |                |
|-----------------------------|-------------------------------------|-------------------|----|-------|----|---|----------------|
| (b) Bid Submission Date     |                                     | Time              |    |       |    |   |                |
| (c) Bid Opening Date        |                                     | Time              |    |       |    |   |                |
| (d) Bids Invited for        |                                     |                   |    |       |    |   |                |
| Network Corridor            |                                     | Congestion Period |    |       |    | Margin/Capacity<br>Available<br>for Bidding | Floor<br>Price |
| Sub-<br>station             | Electric Line/Link<br>with Capacity | 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 shall be deemed to have been withdrawn and shall not be processed.

Place  
Date

Signature (with stamp)

Name & Designation

To: Consumers with their reference's < as provided by consumers at sl.no. 1 on FORMAT-ST1 >  
FORMAT-ST3: CONGESTION INFORMATION AND INVITATION OF SNAP BIDS (Page -1 of 1)



**FORMATS for Short-Term  
FORMAT- ST4  
BID PROPOSAL**

(to be submitted by the consumer to **NODAL AGENCY**)

Ref: **NODAL AGENCY** Bidding Invitation No. \_\_\_\_\_ Date \_\_\_\_\_

To: **NODAL AGENCY**,

|                                |                          |  |            |  |
|--------------------------------|--------------------------|--|------------|--|
| 1                              | Consumer Application No. | <as provided by consumer on FORMAT-ST1>                                      | Date       |  |
| 2                              | Period of Transaction    |  |            |  |
| 3                              | Nature of Consumer*      | < seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) > |            |  |
| <* In terms of power transfer> |                          |  |            |  |
| 4                              | Consumer Name            |  |            |  |
| 5                              | Registration Code        |  | Valid upto |  |

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

| Bidding Details as provided by <b>NODAL AGENCY</b> |                    |                   |    |       |    |                                       | Bid Price to be Quoted by Bidder |             |
|--|--------------------|-------------------|----|-------|----|---------------------------------------|----------------------------------|-------------|
| Intra-State Network Corridor                       |                    | Congestion Period |    |       |    | Margin/Capacity Available for Bidding |                                  | Floor Price |
| Sub-station  | Electric Line/Link | Date              |    | Hours |    | MW                                    | Paise./kWh                       | Paise/kWh*  |
|  |                    | From              | To | From  | To |                                       |                                  |             |
| Name of Transmission System                        |                    |                   |    |       |    |                                       |                                  |             |
|  |                    |                   |    |       |    |                                       |                                  |             |
| Name of Distribution System                        |                    |                   |    |       |    |                                       |                                  |             |
|  |                    |                   |    |       |    |                                       |                                  |             |

< \* Bidder shall quote price (rounded-off to whole number) in denotation of floor price >

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

Place  
Date

Signature (with stamp)  
Name & Designation

**FORMATS for Short-Term  
FORMAT- ST 5A**

**FORM FOR THE CONSENT OF OPEN ACCESS BY DISTRIBUTION LICENSEES TO SLDC**

Memo. No: .....

Date:.....

Distribution Licensees Reference No.....

Date.....

Name of the firm .....

Account No .....

Address of the firm .....

Open Access admissible during off peak hrs .....

Open Access admissible during peak load hrs .....

Period /Duration for Open access Consented .....

From : (Date/Time) .....

To: : (Date/Time) .....

Consent Valid up to : .....

Any other Specific Conditions for OA Consumer .....

.....  
.....  
.....

Concerned Official/Open Access  
Distribution licensees

FORMATS for Short-Term  
FORMAT- ST-5B

**SAMPLE LETTER FOR CONDITIONAL APPROVAL FOR GRANT OF SHORT TERM OPEN  
ACCESS**

To

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Memo No. \_\_\_\_/SO/OA

Dated:

**Sub: : Grant of Open Access for purchase/sale of power by M/s \_\_\_\_\_**  
**A/C No.:** \_\_\_\_\_.

This refers to your application received in this office on dated \_\_\_\_\_ for grant of Short Term Open Access for Purchase/Sale of power through Bilateral / power exchange.

The short term open access for purchase/sale of power up to \_\_\_ MW is hereby allowed , as requested by you, in line with Open Access Regulations,2005, as amended from time to time, as per agreed terms & conditions by you and subject to compliance of conditions/ formalities asunder\*: -

1. Your firm will get installed ABT compliant special energy meter of accuracy class 0.2S at your premises at your own cost in addition to TOD meter already installed as per prescribed metering guidelines and the state grid code. You will supply copies of test report of the meter from concerned official of Dist. Licensees and installation report along with site report by STU and compliance report for completion of formalities as per metering guidelines.
2. Your firm will restrict its total demand to be within its sanctioned contract demand during non-peak load hours and during peak load restriction hrs the firm will be eligible only to draw total power admissible as per peak load exemption granted by Licensees. This implies that during peak load restriction hours the total drawl from all sources will be limited to peak load exemption allowed.
3. No relaxation in monthly minimum charges, peak load exemption charges etc. shall be admissible against grant of this Open Access and you will be liable to pay all the charges as consumer of Licensees and all the charges and levies applicable on power purchased under Open Access.
4. Your firm will be liable to pay cross subsidy surcharge, additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access consumers in accordance to Open Access regulations, 2005 as amended from time to time.
5. All Provisions of CERC/DERC open access Regulations as well as IEGC/State Grid Codes shall be applicable during the duration of short term open access.
6. Your firm will restrict its power purchase under open access keeping in view the regulatory measures/power cuts imposed by Licensees on feeders supplying power to your unit. In case the scheduled power as per capacity in MW reserved for open access as per NOC / Standing Clearance / Concurrence of an embedded open access consumer is curtailed or cancelled by SLDC as per Regulation 13 of DERC (Open Access) Regulations, 2005, the embedded open access consumer shall immediately reduce / stop the drawl of power thro' open access. In case the consumer continues

to avail power through open access corresponding to originally reserved capacity, SLDC shall suspend the NOC / Standing Clearance / Concurrence of such consumer for 3 days for each day's default. All such cases of default shall also be submitted by SLDC to the Commission.

8. In case the consumer is connected to Mixed feeder, open access shall be allowed subject to the condition that the consumer agree to rostering restrictions imposed by Licensees / STU on such feeders.
9. You will supply copy of the agreement signed with the traders for purchase of power through open access.
10. Your firm will ensure that this short term open access approval shall not, in any case, violate the terms and conditions of the PPA(s) signed by you with any other agency.
11. In case of Sellers / Generators / Non Consumers of Dist Licensees shall be required to furnish a security deposit towards Open Access charges for a period of two months and UI charges for 50% of contracted power for 14 days @ Rs.8.73.unit (Amounting to Rs.....) in the form of irrevocable (weekly for generators/sellers) revolving self-recouping Letter of Credit (LC) valid for at least 3 months beyond the period of Open Access transaction in favour of concerned agency.
12. ....(Any other specific condition ) imposed by SLDC/STU/Dist. Licenses

You are requested to complete the above formalities and furnish requisite documents along with acceptance to the above condition so that further necessary action on your request can be taken by this office.

This approval is subject to compliance of formalities within 60 days of issue of this letter failing which the approval will be deemed to be cancelled.

This issues with the approval of competent authority.

Manager./Open Access,  
for: GM(SLDC),

SLDC, Delhi.

End st. No.\_\_\_\_/SO/OA

Dated \_\_\_\_\_

Copy of the above is forwarded to Concerned official w.r.t. his office memo no. \_\_\_\_\_ dated \_\_\_\_\_ for further necessary action.

Manager./Open Access,  
for: GM(SLDC),  
SLDC, Delhi.

CC:

Concerned Official of Distribution Licensees / STU

FORMATS for Short-Term  
FORMAT- ST6

**UNDERTAKING TO BE FURNISHED BY THE CONSUMER FOR SHORT TERM  
PURCHASE/SALE OF POWER UNDER OPEN ACCESS**  
(To be stamped on Rs.100/- non judicial stamp paper)

I/ We, .....(name) on behalf of M/s .....(name of the firm)....., A/c No.....having its Registered office .....at (address) and Works at .....(address) undertake as under:-

1. I/We will get installed ABT compliant special energy meters of accuracy class 0.2S as main meter at our premises at our own cost in addition to TOD meter already installed as consumer of Licensees & minimum, double core CT/PT's of accuracy class 0.2S/0.2 as per prescribed metering guidelines. I/ We will supply copies of test report of the meter from Licensees / STU and installation report along with site report and compliance report for completion of formalities as per guidelines.
2. I/We will restrict our total demand to be within our sanctioned contract demand during non peak load hours and during peak load restriction hrs. I / We will be eligible only to draw Total power admissible as per peak load exemption granted by Licensees. This implies that during peak load restriction hours the total drawl from all sources will be limited to peak load exemption allowed.
3. I/We will restrict our power purchase under open access keeping in view the regulatory measures/power cuts imposed by Licensees /STU on feeders supplying power to our unit. I / We agree that in case the scheduled power as per capacity in MW reserved for open access as per NOC / Standing Clearance/Concurrence is curtailed or cancelled by SLDC as per Regulation 13 of DERC (Open Access) Regulations, 2005, I/We shall immediately reduce/stop the drawl of power thro' open access failing which SLDC may suspend the NOC/Standing Clearance/Concurrence for 3 days for each day's default.
4. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable to meet the requirement of performance standards as specified in Grid Codes for the concerned inter connection point(s). I/We shall ensure that our loads do not cause violation of these standards. Open access on the transmission system and wheeling on distribution system shall be subject to transmission and distribution system constraints. The provision of Open access shall remain suspended / curtailed during such period at the absolute discretion of SLDC / STU/Dist. Licensees.
5. I/We shall not be liable for any claim for any loss or damage whatsoever arising out of failure due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God and any other reason including grid's failure beyond the control of STU/Dist. Licensees.
6. I/We agree to rostering restrictions imposed by Dist. Licensees / STU on our feeders (Applicable only for consumers connected to Mixed feeder).
7. I/We undertake that Short Term Open access 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,ST/ist. Licensees for more than two months.
  - iii) Feeder status falling under ineligible category for grant of Open Access.
  - iv) Withdrawal of consent by Distribution Licensee
8. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name / agreement with the trader, advance intimation shall be given by the consumer which shall be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of SLDC.

9. I/We will book the Open Access corridor on intra state and interstate transmission system and seek alterations, if required, as per Open Access Regulations and procedure(s).
10. I/We will abide by the provisions of the State Grid Code and Open Access Regulations issued by DERC& CERC, as amended from time to time.
11. I/We will operate a 24 hour control room and communicate real time power purchase data through fax / telephone to control room of SLDC as well as Concerned Dist. licensees
12. I / We understand that no relaxation in Monthly minimum charges or peak load exemption charges as consumer of Concerned Dist licensees is admissible to us for purchase of power under Open Access.
13. I/We shall keep STU and SLDC indemnified at all times and shall undertake to indemnify, defend and keep STU and SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from open access transaction
14. I/We will be liable to pay cross subsidy surcharge, Additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access consumers in accordance to DERC Open Access regulations, 2005, as amended from time to time.
15. In case any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, SLDC/STU/Dist. Licensees reserves the right to charge the difference in bill raised to the consumer. I/We undertake to pay the total bill including these charges.
16. I/We will make all payments associated with Short Term Open Access to the concerned office SLDC/STU/Dist. licensees remitted only by Bank Draft or RTGS / NEFT in favour of concerned Official/SLDC payable at Delhi up to 4.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) @ 1.25% per month or part thereof on total amount of the bill. In case of non-payment of dues Nodal Agency reserves the right to cancel NOC for Open Access.
17. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as notified by the State/Central Electricity Regulatory Commission (DERC/CERC) from time to time.
18. Any taxes / levies applicable on Open Access transaction as imposed by Central and State Governments from time to time shall be borne by me/us.
20. I/We will apply for Standing Clearance/ No Objection Certificate / Concurrence / Consent for purchase of power through Power Exchange or through bilateral agreement minimum 3 working days before the commencement of deemed date of purchase of power through Power Exchange. I/We have noted that Standing Clearance will be allowed by SLDC maximum upto one month.
21. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /STU/SLDC/Licensees from time to time.
22. I/We may surrender the capacity allotted to me/us by serving a notice to Licensees / RLDC as per DERC/CERC regulations, if I/We are unable or not in position to utilize the full or substantial part of the capacity allotted tome/us. In case our capacity has been reduced or cancelled or surrendered, I/We shall bear Open Access charges as per prevalent CERC/DERC open access regulations.
23. I/We undertake to co-ordinate with concerned officials of SLDC/Licensees to ensure meter data reading/downloading as per fixed schedule
24. I/We undertake to maintain grid discipline and ensure the energy drawls as per the energy scheduled at the delivery point.
25. I/We agree that the disputes and complaints regarding metering and billing etc. will be first referred to the Commercial and Metering Committee under the State Grid Code. The Committee shall investigate and endeavor to resolve the grievance and in case of its non re-dressal within stipulated period or any dispute it shall be referred to the commission

26. I/We agree that SLDC/Distribution Licensees reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

Name: \_\_\_\_\_

Designation:

Seal:

Place:

Date:

Note:

- i) The undertaking is to be signed by the applicant/consumer on each and every page. Two set of the undertaking are to be furnished to this office. One copy will be retained in the office of SLDC and second copy will be supplied to Distribution Licensees while operationalising the Open Access.
- ii) Copy of company/Board resolution or authority letter in favour of authorized signatory to be attached.

**FORMATS for Short-Term  
FORMAT- ST-7A**

**Format of Application for Registration with SLDC as user of intra-state Transmission System  
(for generator)**

|        |  |       |
|--------|--|-------|
| Sr.No. | Particulars Applicant's Details  |       |
| 1      | Name of the Generating Company   | ..... |
| 2      | Address of the Generating Company/<br>Authorized Person  | ..... |
|        | Name :   | ..... |
|        | Designation :  | ..... |
|        | Address :  | ..... |
|        | Contact Details :  |       |
|        | Office No :     1) .....2) .....   |       |
|        | Fax No. :  | ..... |
|        | Mobile No :  | ..... |
|        | Email ID :   | ..... |
| 3      | Location of the Generating Station   | ..... |
| 4      | Location of Interface with Grid<br>(Enclose a layout of switch yard)   | ..... |
| 5      | Total Installed Capacity   | ..... |
| 6      | Commercial Operation Date (COD)<br>Of the Generating station   | ..... |
| 7      | Nature of use of Energy Supply to Licensees<br>/wheeling to 3rd parties /wheeling for captive use                                      | ..... |
| 8      | Transmission capacity contracted as on (Please enclose details of Licensees)   |       |
|        | (a) For supply to Licensees  | ..... |
|        | (b) For wheeling to 3rd parties  | ..... |
|        | (c) For wheeling for captive use   | ..... |
| 9      | Agreement period for supply to licensees   | ..... |
| 10     | Details of communication system installed for<br>communication of data to SLDC   | ..... |
| 11     | Establishment in-charge of control room for<br>communication with SLDC   | ..... |
| 12     | Details of Registration fee paid   | ..... |
| 13     | Any other information useful for assisting<br>efficient Grid Operation (Please enclose separate<br>sheets for additional information ) | ..... |

Signature of the Authorized Officer



**FORMATS for Short-Term  
FORMAT- ST-7B**

**Format of Application for Registration with SLDC as user of intra-state Transmission System**

(For Open Access Consumer)

- |        |   |
|--------|---|
| Sr.No. | Particulars Applicant's Details   |
| 1      | Name of the Open Access Consumer .....  |
| 2      | Address of the Open Access Consumer .....   |
|        | Authorized Person   |
|        | Name : .....  |
|        | Designation : .....   |
|        | Address : .....   |
|        | Contact Details :   |
|        | Office No : 1) .....2) .....  |
|        | Fax No. : .....   |
|        | Mobile No : .....   |
|        | Email ID : .....  |
| 3      | Location of Interface with Grid (Attach a list of voltage-wise Grid substations/lines along with details of location, capacity, No. of bays, line length, type of line, date of commissioning etc ) |
| 4      | Total capacity (Max. Demand that can be served)   |
| 5      | Transmission capacity contracted from Transmission Licensees (Enclose list of Transmission Licensees with details)  |
| 6      | Capacity contracted to Open Access consumers.   |
| 7      | Details of communication system available for communication of data to SLDC / ALDC (Enclose substation-wise details)  |
| 8      | Designation of the personnel responsible for operation of Grid substations at which Open Access Consumer is connected.  |
| 9      | Details of the registration fee paid  |
| 10     | Any other information useful for assisting efficient Grid Operation:<br>(Please enclose separate sheets for additional information)   |

Signature of the Authorized Officer

FORMATS for Short-Term  
FORMAT- ST-8

**FORMAT FOR THE UNCONDITIONAL AND IRRECOVABLE BANK GURANTEE FOR  
BILATERAL TRANSACTION / COLLECTIVE TRANSACTION**

*(To be stamped on Rs.100/- non judicial stamp paper)*

Whereas M/s. \_\_\_\_\_(*Name of the Intra State Company*), a Company registered under the Companies Act, 1956 and having Registered Office at \_\_\_\_\_(*Address*), hereinafter called the 'Intra State Company' submitted open access application for intending bilateral transaction / collective transaction, inter alia for sale / trade of power of \_\_\_MW on short term basis to \_\_\_\_\_ (*Name of Trader / Buyer*) through Inter State / Intra State Open Access as per applicable relevant regulation issued by appropriate Regulatory Commission and procedure devised by the State Transmission Utility, Delhi Transco Ltd for Short Term Open Access in intra State network in the State of Delhi (*Name of State*) in the condition which inter alia are subject matter of the application of short term transaction herein referred, agrees to furnish this Bank Guarantee for an amount of Rs. \_\_\_\_\_(*in figures*) Rs. \_\_\_\_\_(*in words*) equivalent to seven days billing for scheduled energy either receivable or payable determined based on quantum of sale / trade intend to scheduled through this open access transaction at rate of 105% of maximum unscheduled interchange rate applicable and equivalent to seven days of a week.

We, \_\_\_\_\_(*Name of the Bank*) Bank, \_\_\_\_\_(*Branch, City*) Branch hereinafter called 'The Bank' in consideration of the premises, do hereby agrees unequivocally, irrevocably and unconditionally to pay the State Load Dispatch Center or concerned Distribution Licensees from the consumer as the case may be or (the Distribution consumer), the \_\_\_\_\_

Forthwith on demand in writing from procurer or any officer authorized by it in this behalf at any time upto \_\_\_\_\_ (*date up to Open Access transaction + two additional months*), any amount upto and not exceeding Rupees \_\_\_\_\_ (*in words*) only as may be claimed by State Load Dispatch Center, Delhi by way of failure of the Open Access Consumer to pay any charges within stipulated time limit towards obligation laid down under Short Term Open Access approval granted.

It is hereby agreed and acknowledge that the decision of the State Load Dispatch Center or (the Distribution company), the Generating company as the case may be, as to whether any money is payable by the Open Access Consumer or whether the Open Access Consumer has made any such default of defaults as aforesaid and the amount or amounts to which the State Load Dispatch Center is entitled to by reason thereof will be binding on the Bank and the Bank shall not be entitled to ask the State Load Dispatch Center to establish its claim or claims under this Guarantee or to claim any such amount from the company in the first instance but shall pay the same to the State Load Dispatch Centre of Delhi forthwith on demand without any demur, reservation, recourse, contest or protest and / or without any reference to the intrastate company. Any such

demand made by the State Load Dispatch Center on the Bank shall be conclusive and binding notwithstanding any difference between the State Load Dispatch Center and the Intrastate company or bank and Intrastate Company or pay dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank further undertake not to revoke this Guarantee during its currency except with the previous consent of the State Load Dispatch Center of Delhi in writing and this Guarantee shall continue to be enforceable till the aforesaid date of its expiry or the last date of the extended period agreed upon as the case may be unless during the currency of the Guarantee all the dues of the State Load Dispatch Center under or by virtue of Open Access approval granted by SLDC of the letter of approval and subsequent accounting statement issued to intrastate company have been duly paid and its claims satisfied or discharge or the State Load Dispatch Center of Delhi certifies that the terms and conditions of said letter of open access approval and subsequent accounting statement issued by State Load Dispatch Center have been fully carried out by the intrastate company and accordingly discharged the Guarantee.

Subject to the maximum limit of the Bank's liability as aforesaid, this Guarantee shall cover all claim or claims of the State Load Dispatch Center against the Intrastate company from time to time arising out or under condition stipulated under the said letter of Short Term Open Access approval and Charges payable in exercise of said approval of Short Tem Open Access and in respect of which the State Load Dispatch Center Delhi demand or notice in writing be served on the Bank before the date of expire of this Guarantee mentioned above or of further extended period agreed upon, as the case may be.

The Guarantee shall not be affected by any change in the constitution of the said Intrastate Company in any manner by reason or merger, amalgamation, restructuring or any extension or forbearance to the Intrastate Company or any other change in the constitution of the Guarantor and the Bank will ensure for and be available to and guarantee enforceable by the State Load Dispatch Center of Delhi.

The Guarantee shall be a primary obligation of the Guarantor Bank and accordingly procurer shall not be obliged before enforcing this bank guarantee to take any action in any court or arbitral proceedings against the Intrastate Company, to make any claim against or any demand on the Intrastate Company or to give notice to the Intrastate Company to enforce any security held by the procurer or to exercise, levy or enforce any distress, diligence or other process against the Intrastate Company. The bank guarantee shall be interpreted in accordance with the laws of India and settlement of any dispute arisen between the parties shall be subjected to the legal jurisdiction of Delhi.

And whereas in case violation of the terms of the Bank Guarantee, penalty will be levied on the claimed amount as per the bank's penalty rates. It will not be opened to the Intrastate Company to challenge the said clause on any ground whatsoever including formation of opinion but default as to the amount guarantee or part thereof remaining payable under the contract and such opinion of State Load Dispatch Center of Delhi shall be final and binding thereof for the purpose of invocations of this Bank Guarantee.

Notwithstanding anything contained herein:-

- 1 Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (*In Figures*)  
(Rupees \_\_\_\_\_) (*in words*)
- 2 This Bank Guarantee shall be valid till \_\_\_\_\_ (*date to be inserted as per approval of*  
*Open Access transaction allowed by SLDC with an additional claim period of 60days thereafter*).
- 3 We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if  
procurer serve upon us a written claim or demand on or before \_\_\_\_\_

The Bank has power to issue this Bank Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf o Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For \_\_\_\_\_ (name of bank)

Witness (two authorized officers of the Bank with name, designation and employee number)

1 \_\_\_\_\_

2 \_\_\_\_\_

**GUIDELINES/PROCEDURE FOR IMPLEMENTATION OF LONG TERM OPEN ACCESS (LTOA)**

**1. OUTLINE**

- 1.1 This procedure shall apply to the application made for long-term open access for a period of more than five years as per principal regulation 2005 clause 7(2) for use of intra-State transmission system and/or distribution system with associated facilities for transmission and/or wheeling of electricity, with or without inter-State transmission system.

Provided that procedure made hereunder shall be in addition to and not in derogation to open access regulations or any procedure made there under by the Central Electricity Regulatory Commission for use of inter-State transmission system.

- 1.2 All correspondences shall be addressed to the following Officer of State Transmission Utility (STU): General Manager (Planning),DTL, E-mail: *(STU to specify on its website)*

**2. GRANT OF OPEN ACCESS**

**2.1 SUBMISSION OF APPLICATION**

- 2.1.1 The long-term open access consumer (hereinafter referred to as “consumer”) intending to avail long-term access shall make an application on format *[FORMATLTI]* with STU in a cover marked “Application for Long-Term Open Access”.

- 2.1.2 In case electricity system strengthening is involved, the consumer shall apply for long-term access 2 to 4 years in advance (based on nature and quantum of work involved). If, system strengthening is not required, an application can be made by the consumer one year in advance.

Note: ‘System strengthening’ shall mean to include augmentation or renovation or modernization or expansion of any equipment or sub station and/or electric line and construction of new substation and/or electric line.

- 2.1.3 In case in the opinion of the consumer, system strengthening is not involved, he shall normally request STU for necessary actions or studies, however, such request is not mandatory and STU may take necessary action even in absence of such request.

- 2.1.4 The application shall be accompanied by non-refundable processing application fee of Rs.1,00,000/- & Rs. 25000/- for Distribution System (or as determined by the Commission from time to time by an order) by demand draft in favour of STU/Dist. Licensees payable at Delhi.

- 2.1.5 STU shall acknowledge receipt of the application by indicating time and date on an “*ACKNOWLEDGEMENT*” to the consumer.

- 2.1.6 The application may be submitted by post or in person.

## **2.2 PROCESSING OF APPLICATION**

- 2.2.1 The application shall be taken up for consideration immediately but not later than seven days by STU on first come first served basis and it shall seek system feasibility reports from transmission licensee and/or distribution licensee involved in transaction for permitting open access. STU shall also make endorsement of the same to SLDC, if considered necessary.
- 2.2.2 The transmission licensee and/or distribution licensee, as the case may be, shall carry out system feasibility study within thirty days. The licensee's reports shall invariably include site drawings, schedule of site responsibility and any other information necessary for consideration of STU. The feasibility reports may suggest that:
- (a) System strengthening is not required. In such case STU / Distribution Licensees shall assess the capacity available and communicate provisional decision to SLDC with copy to STU/Distribution licensee, as the case may be, and thereafter follow provisions of sub-clause 2.3.1.
  - (b) There is a constraint in electricity system and system strengthening is necessary. The licensee shall submit adequate data and drawings in support of suggestion of system strengthening for consideration of STU.
- 2.2.3 STU shall assess requirement of system strengthening, under sub-clause 2.2.2(b), and on being satisfied, communicate decision to the consumer within fifteen days requiring him to pay fee difference of fee for system studies, if not paid earlier under sub-clause 2.1.4. The fee shall be paid within fifteen days failing which the application shall be deemed rejected at the discretion of STU. STU may also cause the consumer to furnish any additional information required for system studies and thereafter follow provisions of sub-clause 2.3.2. If the opinion is that system strengthening is not required, STU may seek clarification or additional information from such licensee and/or the consumer and reassess the requirement of system strengthening. On final decision that system strengthening is not required, the matter shall be decided under sub-clause

## **2.3 CONFIRMATION OF RESERVATION OF CAPACITY**

### **2.3.1 Where electricity system strengthening is not required**

- (i) STU shall communicate provisional decision, under sub-clause 2.2.2(a) to SLDC within seven days along with the consumer's application and licensee's report(s).
- (ii) STU, in consultation with SLDC, shall check transaction for congestion of any element (electric line and transformer) of transmission and/or distribution system involved in open access transaction.
- (iii) STU shall confirm grant of open access on format [*FORMAT-LT2*] within Sixty days of receipt of the application with direction to the consumer to enter into Bulk Power Transmission Agreement (BPTA) and/or Bulk Power Wheeling Agreement (BPWA) with concerned transmission licensee and/or distribution licensee within thirty days.
- (iv) STU shall not permit open access if transaction may cause congestion of any element of involved transmission and/or distribution system.
- (v) In the event of an offer becomes invalid for any reason or rejected by the consumer, STU shall not be required to consider any further application from the same consumer within twelve months from the date of issue of *FORMAT-LT2* unless new application substantially different from the original application is made.

### **2.3.2 Where electricity system strengthening is involved**

- (i) STU shall carry out studies to assess requirement of system strengthening and may require the consumer, any other transmission licensee and/or distribution licensee to furnish additional information/study/data for further studies within fifteen days. They shall submit information to STU

within a month. Based on above information, STU shall prepare preliminary report of system study covering all aspects of Delhi EGC and communicate the same to all concerned within next two month.

Provided that if there are more than one application for long-term access, STU shall undertake joint studies and prepare one consolidated preliminary report. STU shall invariably send a copy to SLDC,/Distribution licensees, as the case may be.

- (ii) The preliminary report shall be communicated along with specific information on *FORMAT- LT2* to all concerned not later than sixty days from the date of receipt of application and such communication shall be deemed to be grant of open access. However in case of more than one application, the condition of Sixty days shall not apply and STU shall fix such date which shall not be more than one hundred fifty days.

The consumer shall enter into Bulk Power Transmission Agreement (BPTA) and/or Bulk Power Wheeling Agreement (BPWA) with concerned transmission licensee and/ or distribution licensee within sixty days and the copy of such agreements shall be sent to SLDC.

- (iii) Notwithstanding anything contained in sub-clause 2.3.2(i), any other transmission licensee and / or distribution licensee shall also be required by STU to identify system strengthening requirements at their end and communicate the same to STU with relevant details in respect to inter-connection, cost estimates, construction milestones / schedule and site responsibility schedule, drawings and any other information as may be necessary for consideration of STU within forty five days from the date of receipt of preliminary report of system study under sub-clause 2.3.2(i).
- (iv) The requirement of system strengthening brought out in preliminary report shall be integrated with the transmission plan with the provisions of Delhi EGC. The plan so prepared shall be approved by CEA in its standing committee meeting of Power System planning. .
- (v) Based on approved transmission plan, STU shall finalize strengthening requirements in transmission and distribution systems, in consultation with SLDC and concerned Transmission and/or Distribution licensees as the need be.

System strengthening requirements should clearly identify expansion, augmentation, renovation, modernization of existing sub-stations and/or electric lines and/or construction of new substations and electric lines. It also includes decision regarding who will construct, own, maintain and operate different parts of the system strengthening scheme.

The final report shall be communicated to all concerned to take up the work of the system strengthening as per the schedules finalized or decisions taken therein.

- (vi) After final report is prepared, the consumer, STU, any other transmission licensee and distribution licensee or any other person associated with transaction shall comply with such instructions, obligations, duties, time schedules or any other matter as may be specified by STU in final report.

Provided that STU has not changed system strengthening requirements on the basis of any subsequent study carried out on its own motion or on an application of any other consumer, any other transmission licensee and distribution licensee and in such event, the changes carried out by STU shall be binding on the consumer, any other transmission licensee and distribution licensee or any other person associated with transaction.

### **3. Bulk Power Transmission Agreement (BPTA) and/or Bulk Power Wheeling Agreement (BPWA)**

- 3.1 Bulk Power Transmission Agreement (BPTA) and/or Bulk Power Wheeling Agreement (BPWA) shall be signed by the consumer with STU, any other transmission licensee and distribution licensee, as the case be, agreeing therein to pay transmission and wheeling charges for use of existing transmission and/or distribution system. These agreements shall be signed within time communicated to the consumer under sub-clause 2.3.1(iii) or under sub-clause 2.3.2(ii).
- 3.2 A supplementary BPTA and/or BPWA to the principal agreements signed under clause 3.1 shall also be signed by the consumer with STU, any other transmission licensees and distribution licensees, as the case be, agreeing therein to pay additional transmission and wheeling charges for use of additional transmission and/or distribution system created due to system strengthening. These agreements shall be signed within period specified by STU under sub-clause 2.3.2(vi).
- 3.3 At the instance of STU, agreements shall include provisions in respect to :
- (a) requirement of protection system, metering, operational and safety criteria, data and communication system;
  - (b) conditions of interconnection/connectivity, technical requirements thereof;
  - (c) relevant drawings covering all aspects in relation to (a) and (b) above;
  - (d) 'Site Responsibility Schedule' in relation to ownership, control, operation and maintenance of plant and apparatus and safety of persons;
  - (e) procedure for site access, site operational activities and maintenance standards for equipment of concerned transmission licensee and/or distribution licensee and/or consumer's premises;
  - (f) premature termination of agreement and its consequences on the contracting parties;
  - (g) compliance with the provisions of Delhi Electricity Grid Code, Indian Electricity Grid Code, regulations / norms / standards / codes specified by CEA / DERC or any provision of planning criteria / any covenants / deeds / regulations by which STU / Transmission licensee /distribution licensee are bound;
  - (h) details of system strengthening requirements including inter-connection, approximate cost estimates, construction and commissioning milestones / schedule, schedule of commissioning and commercial operationalization;
  - (i) provisions for payment security, payment, rebate and surcharge as per DERC (Terms and condition of transmission tariff) Regulations and DERC (Terms and condition of distribution tariff) Regulations and orders of the Commission made there under;
  - (j) Any other relevant necessary information.
- 3.4 For execution of work where electricity system strengthening is involved, the parties should note the following:
- (i) System strengthening work shall be taken up after signing of BPTA and/or BPWA under clause 3.1 and 3.2.
  - (ii) The consumer and concerned licensees shall furnish progress of system strengthening works on quarterly basis to each other with a copy to STU/SLDC.
  - (iii) The consumer and concerned licensees shall inform, in writing, at least ninety days ahead of schedule, commercial operation date of additional systems of their part to STU with a copy to concerned/affected persons.



(iv) Based on information received under sub-clause 3.4(iii), STU shall confirm the consumer and concerned licensees at least sixty days ahead of scheduled date of commencement of long-term transaction and directed the consumer to:

- (a) establish adequate payment security within thirty days; and
- (b) submit a request for scheduling of transaction to SLDC within thirty days.

3.5 Whenever any equipment and/or drawing are proposed to be changed, the consumer or licensee shall intimate necessary changes to STU and all other concerned. When changes are implemented, revised single line diagram shall be circulated by the consumer or licensee to STU and all concerned.

#### **4. SCHEDULING AND REVISION OF SCHEDULES**

4.1 Open access transaction shall be carried out under the provisions of DERC Order dated 31.03.07 passed in matter of Availability Based Tariff and any other order passed from time to time, read with Delhi Electricity Grid Code, Indian Electricity Grid Code, DERC (Terms and Conditions of Generation/Transmission tariff) Regulations and any other relevant regulation/order/code, as the case may be, and as amended and applicable from time to time.

Provided that consumer, having premises in area of a distribution licensee, contracts for supply of electricity from such distribution licensee in addition to supplies from other source; energy accounting of electricity supplied from other source shall be carried out first and electricity supplied from such distribution licensee later. In case other source is more than one, the source that comes into open access transactions first, in chronological order of dates of approval of nodal agency, shall be booked for energy accounting first and thereafter subsequent sources shall be taken up until all are exhausted and supply from distribution licensee shall be at last.

#### **5. COMMERCIAL CONDITIONS**

5.1 SLDC shall issue an energy account, statement of UI and corresponding UI charges and reactive energy and its charges, on the basis of data received from ABT meters along with data relating to declared capability and schedules etc., in accordance with the provisions of DERC Order dated 31.03.07 (the ABT Order) passed in matter of Availability Based Tariff and as amended from time to time.

5.2 Energy account prepared by SLDC shall be used for billing purposes.

5.3 The consumer shall pay a fee to SLDC as specified in DERC (Procedure, terms and conditions for payment of fee & charges to State Load Despatch Centre and other related provisions) Regulations and amendment thereof.

5.4 The consumer shall make payments in the following manner:

(i) STU, any other transmission licensee and/or distribution licensee, as the case be, shall prepare a bill on monthly basis as per energy account issued by SLDC on the basis of transmission charges, wheeling charges determined by the Commission from time to time. Surcharge and additional surcharge, if any, shall also be recovered through such bill.

(ii) The consumer shall pay charges directly to STU, any other transmission licensee and / or distribution licensee, as the case be, within time provided in BPTA and/or BPWA or in relevant order of the Commission.

(iii) The payment shall be made by mode agreed in BPTA and/or BPWA.

- (iv) The SLDC charges shall be recovered from the consumer through bill directly raised by SLDC to Consumer on monthly basis.
- (v) Cross Subsidy Surcharge shall be leviable as determined by the Commission in its Order /Tariff Order which shall be payable to Distribution Licensee on per unit basis by the open access consumers (except those availing power from their captive power plants) based on the actual energy consumed during the month through open access.
- (vi) Additional surcharge will be applicable as determined by the Commission as per Regulation 12 of DERC (Open Access) Regulations, 2005 as amended from time to time.
- (vii) The payment for the reactive energy charges for the Open Access consumers shall be calculated in accordance with DERC (Terms and Conditions for Determination of Generation, Transmission, Wheeling and Retail Supply Tariff) Regulations approved by the Commission. Provided that no additional power factor surcharge / incentive shall be leviable on the energy drawn through open access. These charges are to be recovered by concerned Licensee.
- viii) In cases of outages of generator supplying to open access consumer under open access, standby arrangements should be provided by the distribution licensee for a maximum period of 42 days in a year, subject to the load shedding as is applicable to the embedded consumer of the licensee and the licensee shall be entitled to collect tariff under Temporary rate of charge for that category of consumer in the prevailing rate schedule.

Provided also that open access consumers would have the option to arrange standby power from any other source. Standby charges would be applicable from 00.00Hrs after the 24 hrs of serving the notice by Open Access Consumer till that time consumer have to pay the charges as per UI rate for drawal plus Rs 1/unit for that energy to distribution licensees. The Standby Charges for the power availed by the Open Access Consumer beyond the notice period would be paid to Distribution company, similarly, placed consumers of Discoms availing temporary connection the Distribution Company

- (ix) In addition to the above charges, the Utilities who are authorized to installed meters for Open Access Consumer are entitled to recover charges from the consumer as under:-

- a) Estimated cost of ABT Meter with AMR facility =Rs.50000/-
- b) Estimated expenditure involves in testing /installation/commissioning of Energy Meter=Rs.20000/-
- c) Estimated expenditure for data downloading of Energy Meter per visit=Rs.2500/-

The above rates /expenditure are without VAT/Service Tax if any applicable.

NOTE-Procurement/installation of CT/PT /Metering Cubicle & its wiring upto the terminal block to be arranged by the consumer.

- 5.5 Based on energy account, the consumer shall make payments of Unscheduled Interchange (UI) Charges as provided under ABT Order and at rates of UI specified by the Central Electricity Regulatory Commission. However, in case of captive users and the consumer other than a distribution licensee, the following provision shall apply:

- (a) For Captive generating plant supplying electricity to its captive user connected or not connected with grid and a consumer, such captive user or a consumer shall ensure to draw power as per schedule during each 15-minute time block. The drawal more than schedule shall be considered as 'back up supply' ('back up charges' shall be constituted accordingly) to such captive generating plant or its captive user or consumer from distribution licensee of his area. Such over drawal shall be charged at frequency linked rate 25% higher than UI rate specified by CERC form time to time.

- (b) Above charges shall be without prejudice to penalty which may be imposed by the Commission, for non-compliance of the provision of the Act, regulation or code or order made there under, on recommendation of SLDC.
- (c) The billing of the 'back up charges', under sub-para (a) above, shall be carried out with the billing of UI charges.
- 5.6 Reactive Energy Charges associated with transaction shall be paid as per the provision of Delhi Electricity Grid Code or ABT Order or otherwise specified by the Commission by an Order.
- 5.7 Non-payment of any charge or sum of money payable by the consumer under the Regulations shall be considered non-compliance of the Regulations and Section 56 of the Act, the generating company or STU or any other transmission licensee or a distribution licensee may disconnect supply after giving consumer an advance notice of fifteen days without prejudice to his right to recover such charges by suit.

Provided that non-payment or delayed payment of UI bill shall be considered as default on part of consumer and for such continued defaults, STU/SLDC may bring a case before the Commission for non-compliance of the Regulations under Section 142 of the Electricity Act, 2003.

## **5.8 Payment Security Mechanism**

- (i) 1 The applicant for open access shall open an irrevocable and revolving Letter of Credit (LC) in favour of the Licensee responsible for collection of applicable charges. The value of LC shall be equivalent to the estimated amount of various charges for a period of Two months as per prescribe format ST-8. The applicant can also open Bank Guarantee (BG) for an equivalent amount.
- (ii) Payment security mechanism specified above is intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.
- (iii) The LC/BG shall be opened in a Scheduled Bank mutually agreed between consumer and the licensee.
- (iv) The LC/BG shall be valid for at least two months beyond the entire duration of the transaction.
- (v) The LC/BG shall be opened by the consumer before issuance of the compliance report for completion of metering formalities.
- (vi) In case of renewal of contract during the currency of existing contract for same quantum, the Licensee shall accept extension of LC/BG for the corresponding period.
- (vii) In case of renewal of contract during the currency of existing contract for different quantum, the Licensee shall accept extension of LC/BG for the corresponding period for proportionate amount.  
Provided that in case renewal of contract is for lower quantum, LC/BG for proportionate amount shall be accepted after expiry of period of existing LC/BG.
- (viii) In case of upward revision of quantum during the currency of existing contract, the licensee shall accept the extension of LC/BG for proportionate amount.  
[Explanation:- The word 'existing contract' for the purpose of revision of quantum shall mean where point of injection and point of drawl are same.]
- (ix) The LC/BG shall be operated by the Licensees in case of default in payment.
- (x) All costs/expenses/charges associated with LC/BG shall be borne by the applicant/consumer.

## **6. METERING**

- 6.1 Metering arrangements shall be guided by the chapter VI clause 33 of DEGC.
- 6.2 All other matters which are not covered in Regulation regarding type, standards, ownership, location, accuracy class, installation, operation, testing and maintenance, access, sealing, safety, meter reading and recording, meter failure or discrepancies, anti tampering features, quality assurance, calibration and periodical testing of meters, additional meters and adoption of new technologies etc. shall be governed by the Central Electricity Authority (Installation and Operation of Meters) Regulations, Delhi Electricity Grid Code and amendments thereof.

## **7. ENERGY LOSS**

- 7.1 Energy loss, estimated by SLDC for State transmission and by the Commission for distribution systems, shall be apportioned for all transactions (long-term and short-term transactions).

## **8. TRANSMISSION AND DISTRIBUTION SYSTEM CONSTRAINTS**

- 8.1 When for the reason of constraints or to maintain grid security, it becomes necessary to curtail power flow on transmission and/or distribution corridor, the transaction already reserved / scheduled may be curtailed by SLDC, if in its opinion such curtailment is likely to relieve transmission and/or distribution constraint or is likely to improve grid security.
- 8.2 In case of curtailment becoming necessary as result of deviation by the consumer from final despatch and drawal schedule intimated to SLDC, the use of such intra-State system shall be curtailed first, to the full extent of such deviation, following which the principle specified in following clause 8.3 shall apply.
- 8.3 When because of transmission and/or distribution systems constraint or otherwise, it becomes necessary to curtail the transmission and/or distribution services, curtailment shall be affected in the following order:
- (i) Other captive power plant
  - (ii) Other generating company
  - (iii) Other distribution licensee
  - (iv) Existing captive power plant
  - (v) Existing generating company
  - (vi) Existing distribution licensee

“Existing” means that existing prior to the date of publication of DERC (Terms and Conditions for Open Access) Regulations, 2005.

- 8.4 Notwithstanding the provisions of the Regulations, SLDC may, in cases of emergency and in order to maintain system security, follow such other principles of curtailment of use as it considers appropriate.
- 8.5 In case of curtailment of capacity by SLDC, transmission charges and/or wheeling charges payable shall remain unaffected.
- 8.6 In case of a force majeure, as determined and notified by SLDC, any schedule transaction may be curtailed or suspended at sole discretion of SLDC and its decision shall be final and binding, and under such event, transmission charge and/or wheeling charge, payable by any user of transmission and/or distribution system, shall remain unaffected.

## **9. GENERAL**

- 9.1 STU shall designate an officer as 'Nodal Officer' who shall make correspondence in the matter of open access and be responsible for processing and arranging long term access.
- 9.2 SLDC shall maintain up-to-date records of consumers, long-term transactions and any other relevant information/data and other decisions taken by it on its web-site
- 9.3 STU / SLDC may modify formats specified under this procedure as the need be under intimation to the Commission. These formats shall also be kept on web-site.
- 9.4 STU, SLDC, any other transmission licensee, distribution licensee, generating company (generating station, captive generating plant, non-conventional sources of energy) or any other person supplying electricity within the State, trader and open access consumer shall comply with the Electricity Act, 03 and the following orders, regulations and codes as amended from time to time and as applicable.
- 9.5 The consumer shall keep STU and SLDC indemnified at all times and shall undertake to indemnify, defend and keep STU and SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from open access transaction.
- 9.6 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Long Term Open Access in intra-State transmission shall be directed to the Chairman, Commercial Sub Committee. In case the committee is unable to resolve the matter, it shall be reported to the GCC / Commission for a decision.
- 9.8 An application involving inter-State transaction shall be governed by the regulations issued by the Central Electricity Regulatory Commission (CERC).

**FORMAT - LT1**

**APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS**

( to be sent by consumer to STU)

To: GM (Planning),DTL

|   |                           |  |       |  |
|---|---------------------------|--|-------|--|
| 1 | Consumer Application No:  | <self generated by Consumer>   | Date: |  |
| 2 | Name of Consumer          |  |       |  |
| 3 | Nature of Consumer*       | < seller/buyer/captive user/trader (on behalf of seller/buyer/captive user ) > |       |  |
| 4 | Trading License No & type |  |       |  |

<\* In terms of power transfer>

|   |  |    |       |    |          |
|---|--|----|-------|----|----------|
| 5 | Period of Open Access Sought for                   |    |       |    |          |
|   | Proposed date/Month of Commencement of Open Access |    |       |    |          |
|   | Details of proposed Open Access                    |    |       |    |          |
|   | Date   |    | Hours |    | Capacity |
|   | From   | To | From  | To | MW*      |
|   |  |    |       |    |          |
|   |  |    |       |    |          |

< MW\* at point of injection>

|   |  |   |
|---|--|---|
| 6 | <b>Electricity System Strengthening is Involved (Yes/No)</b> | < refer sub-clause 2.1.2/2.1.3 of procedure > |
| 7 | <b>Registered Address</b>                                    | < if registered as per Companies Act 1956 >   |

|              |  |                         |
|--------------|--|-------------------------|
| 8            | <b>Authorised Person(s)</b>  |                         |
|              | <b>a) Prime Contact Details for the Purpose of Correspondences</b> |                         |
|              | <b>Name</b>  |                         |
|              | <b>Designation</b>   |                         |
|              | <b>Phone/Mobile</b>  | <b>Residence/Office</b> |
|              | <b>Fax No</b>  |                         |
|              | <b>Email</b>   |                         |
|              | <b>(b) Alternate Contact Details</b>                               |                         |
|              | <b>Name</b>  |                         |
|              | <b>Designation</b>   |                         |
|              | <b>Phone/Mobile</b>  | <b>Residence/Office</b> |
|              | <b>Fax No</b>  |                         |
| <b>Email</b> |  |                         |

|   |                           |       |                     |                 |        |              |
|---|---------------------------|-------|---------------------|-----------------|--------|--------------|
| 9 | Details of PPA/PSA/MoU    |       |                     |                 |        |              |
|   | Name & Address of parties |       | Date of PPA/PSA/MoU | Validity Period |        | Capacity MW* |
|   | Seller                    | Buyer |                     | Commencement    | Expiry |              |
|   |                           |       |                     |                 |        |              |

< MW\* at point of injection>

|    |  |                    |                  |               |             |
|----|--|--------------------|------------------|---------------|-------------|
| 10 | Details of Non-Refundable Application Fee Made |                    |                  |               |             |
|    | Bank Details                                   | Instrument Details |                  |               | Amount(Rs.) |
|    |  | Type(Draft/Cash)   | Instrument No.   | Date          |             |
|    |  |                    |                  |               |             |
| 11 | Involvement of Grid System during Transaction  |                    | Injecting Entity | Drawee Entity |             |
|    | (a) Intra State Transmission Network(Yes/NO)   |                    |                  |               |             |
|    | (b) Intra State Distribution Network(Yes/NO)   |                    |                  |               |             |
|    | (c) Inter State Transmission Network(Yes/NO)   |                    |                  |               |             |

|  |   |   |
|--|---|---|
| 12   | Details of Injecting Entity             |   |
|  | 1)Name                                  |   |
|  | 2)Status(in terms of Ownership)         | <State utility/CPP/IPP/Discom/ consumer/ specify, if any other> |
|  | 3) Whether existing or New Entity       |   |
|  | 4) Utility in which it is Embedded      |   |
|  | 5) Whether Existing Long-term Consumer  | <yes/No>  |
|  | 6)Open Access Requirement Of Entity     |   |
|  | (i)Existing Capacity in Use(Contracted) |   |
|  | (ii)Open Access Capacity sought for     |   |
|  | (iii)Total Capacity(i+ii)(MW)           |   |
|  | 7) Point of Grid connectivity           | < existing/proposed >   |
|  | (i) Name of Sub-Station                 |   |
|  | (ii)Voltage level of Injection          |   |
|  | (iii)Name of Licensee(owner of S/S)     |   |
|  | 8) ABT Interface Metering*              |   |
|  | (i) Type                                |   |
|  | (ii) Make                               |   |
|  | (iii) Rating                            |   |
| 9) Other relevant information to support processing of application |   |   |
| 10) other information as notified by STUon its Web-site            |   |   |

<\*Only in case if system strengthening is not involved and enclose supporting documents duly signed on each page>

|  |   |   |
|--|---|---|
| 13   | Details of Drawee Entity                |   |
|  | 1)Name                                  |   |
|  | 2)Status(in terms of Ownership)         | <State utility/CPP/IPP/Discom/consumer/specify, if any other> |
|  | 3) Whether existing or New Entity       |   |
|  | 4) Utility in which it is Embedded      |   |
|  | 5) Whether Existing Long-term Consumer  | <yes/No>  |
|  | 6)Open Access Requirement Of Entity     |   |
|  | (i)Existing Capacity in Use(Contracted) |   |
|  | (ii)Open Access Capacity sought for     |   |
|  | (iii)Total Capacity(i+ii)(MW)           |   |
|  | 7) Point of Grid connectivity           | < existing/proposed >   |
|  | (i) Name of Sub-Station                 |   |
|  | (ii)Voltage level of Injection          |   |
|  | (iii)Name of Licensee(owner of S/S)     |   |
|  | 8) ABT Interface Metering*              |   |
|  | (i) Type                                |   |
|  | (ii) Make                               |   |
|  | (iii) Rating                            |   |
| 9) Other relevant information to support processing of application |   |   |
| 10) other information as notified by STUon its Web-site            |   |   |

<\*Only in case if system strengthening is not involved and enclose supporting documents duly signed on each page>

|   |  |   |
|---|--|---|
| 14  | In case of Generating Station (Existing/Extension of Existing Station) |   |
|   | Existing Details of Station  |   |
|   | 1)Name   |   |
|   | 2)Name of promoter   |   |
|   | 3) Location  |   |
|   | 4) Generation Capacity   |   |
|   | 5) Details of Units with Capacity in MW                                |   |
|   | 6)Type   | <Thermal/Non-conventional / specify if any other>         |
|   | 7) Fuel  |   |
|   | 8)Previous Three Year generation in MUs                                |   |
|   | 9) Whether Captive Plant   | <Yes/no, if yes F.Y. wise utilization during last 3 year> |
|   | 10) Base Load or Peaking Load Station                                  | <if peaking load, details of estimated hours of running>  |
|   | 11) Interfacing Voltage level with grid S/S                            |   |
|   | 12) provision of Reactive Power  |   |
|   | 13)Other relevant Information  |   |
| 14)Augmentation/Renovation/Modernization/Extension Details of Station (if any)                  |  |   |
| (i) Specific Details  |  |   |
| (ii) Commissioning schedule   |  |   |
| (iii) Other relevant information  |  |   |
| 15) Description of 'Electricity System' along with single line diagram(connected &/or proposed) |  |   |
| 10) other information as notified by STU on its Web-site  |  |   |
| 15  | In case of New Generating Station                                      |   |
|   | 1)Name   |   |
|   | 2)Name of promoter   |   |
|   | 3) Location  |   |
|   | 4) Generation Capacity   |   |
|   | 5) Details of Units with Capacity in MW & Commissioning schedule       |   |
|   | 6)Type   | <Thermal/Non-conventional specify, if any other>          |
|   | 7) Fuel  |   |
|   | 8) Whether Captive Plant   | <Yes/no>  |
|   | 9) Base Load or Peaking Load Station                                   | <if peaking load, details of estimated hours of running>  |
|   | 10) Interfacing Voltage level with grid S/S                            |   |
|   | 11) provision of Reactive Power  |   |
|   | 12) whether identified Station of CEA                                  | <yes/NO>  |
|   | 13) status of Clearance(Yes/No)  |   |
|   | (i) Land Requisition   |   |
|   | (ii) Fuel agreement  |   |
| (iii) Environment & Forest  |  |   |
| (iv) TEC  | <if required>  |   |
| (v) PPA with beneficiaries  |  |   |
| 14)Other relevant Information   |  |   |
| 15) Description of 'Electricity System' along with single line diagram                          |  |   |
| 16) other information as notified by STU on its Web-site  |  |   |



|  |   |          |
|--|---|----------|
| 16   | Details of final beneficiary (to whom Power is to be Transmitted &/or wheeled                   |          |
|  | <Consumer may enclosed supporting document as considered appropriate, duly signed on each page) |          |
|  | A)In case of Distribution Licensees   |          |
|  | 1)Name of Entity  |          |
|  | 2)Address of Entity   |          |
|  | 3) Utility in which embedded  |          |
|  | 4) Allocation of Power (MW)   |          |
|  | 5)Other Relevant Information  |          |
|  | <b>B) In case of other than Distribution Licensees</b>  |          |
|  | 1)Name of person/Entity   |          |
|  | 2)Address of Person/Entity  |          |
|  | 3) Utility in which embedded  |          |
|  | 4) Allocation of Power (MW)   |          |
|  | 5) Place of Installation to be Benefited  |          |
|  | 6)Reactor/capacitor Installed   |          |
|  | 7)Beneficiary is consumer of distribution Licensees   | <Yes/No> |
| If yes, Then (i) Name of distribution Licensees        |   |          |
| (ii Existing Contracted Capacity                       |   |          |
| 8)Other relevant Information                           |   |          |
| 9) other information as notified by STUon its Web-site |   |          |
| 17   | Other Relevant Information  |          |
|  |   |          |

**Undertaking on behalf of Consumer/User's involved in transaction**

|    |   |
|----|---|
| 18 | <b><u>Declaration</u></b>   |
|    | <p>a)All Entities/Utilities to transaction shall abide by provisions of the Electricity Act 2003(the Act), DERC (Terms and Conditions for Intra State Open Access) Regulations and any other relevant regulation/order/ code as amended from time to time.</p> <p>b) M/s _____ have a valid license (no. _____, type _____ and valid upto _____) issued by _____ for Inter-State/Intra-State trading and will abide by CERC Regulation on inter-State trading License, as amended from time to time/DERC (procedure, term and conditions for grant of Trading License for Intrastate Electricity Trader and other related provisions) Regulation and amendments thereof .</p> <p>&lt;this clause is applicable in case consumer is a trader&gt;</p> <p>c) The electricity system(involved in Transaction) shall abide by provisions of DEGC,IE Rules 1956 made under section 37 of Indian Electricity Act 1910 whichever applicable, Technical Standards for Construction of electricity plants, Electric Lines and Connectivity to Grid specified by CEA, measures relating to safety and Electric supply made by CEA under section 57 and 58 of the Act, and Installation and Operation of meters Regulations made by CEA.</p> <p>d) I hereby agree to keep STU and SLDC indemnified at all times and shall undertake to indemnify, defend and keep STU and SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from open access transaction</p> |

Place:  
Date :

Signature (With Stamp)  
Name & Designation

Enclosures

- 1) Non-refundable application fee by Demand draft or cash receipt (if payment by cash).
- (2) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.
- (3) Self-certified copies of Trading licensee .(if applicable).
- (4) Detailed description of ‘electricity system’ of injecting and drawee entities(involved in the transaction) already connected and/or proposed to be connected with intra-state transmission system along with single line diagrams.
- (5) Connectivity and interface metering related supporting document including outdoor and indoor layout single line diagrams.(if existing user’s of intra-state System)
- (6) If any other.

**Copy to along with relevant enclosures [except (1) & (2)]:**

- (1) General Manager (Commercial) of Transmission Licensee involved in transaction.
- (2) Concerned officer of Distribution Licensee involved in transaction
- (3) SLDC.
- (4) Any other concerned

| <b>For use of STU (with Reference to Enrolment of Application)</b> |                              |
|--|------------------------------|
| <b>STU Reference ID No.</b>  |                              |
| <b>Nodal STU Approval No.</b>                                      | <i>&lt; if approved &gt;</i> |
| <b>Or Reason of Refusal*<br/>(If Refused)</b>                      |                              |

*<\* Nodal Agency may also enclosed supporting documents for the reasons of refusal duly signed on each page >*

**ACKNOWLEDGEMENT**

*(for office use only)*

**APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS**

*(A) < to be filled by the consumer >*

|   |                            |   |       |  |
|---|----------------------------|---|-------|--|
| 1 | Consumer Application No:   | <i>&lt;self generated by Consumer&gt;</i>   | Date: |  |
| 2 | Period of Transaction:     |   |       |  |
| 3 | Name of Consumer*          | <i>&lt; seller/buyer/captive user/trader (on behalf of seller/buyer/captive user &gt;</i> |       |  |
| 4 | Trading License No. & Type | <i>&lt;If Trader&gt;</i>  |       |  |

*< MW\* at point of injection >*

|   |  |    |       |    |          |
|---|--|----|-------|----|----------|
| 5 | Period of Open Access Sought for                   |    |       |    |          |
|   | Proposed date/Month of Commencement of Open Access |    |       |    |          |
|   | Details of proposed Open Access                    |    |       |    |          |
|   | Date   |    | Hours |    | Capacity |
|   | From   | To | From  | To | MW*      |
|   |  |    |       |    |          |

*<MW\*at point of Injection>*

*(B) < to be filled by STU >*

|  |  |
|--|--|
| <b>Date and time of Receipt of Application</b> |  |
|--|--|

**place  
Date**

**Signature (With Stamp)  
Name & Designation**

-----X-----X-----X-----X-----X-----  
*(to be issued by STU to the consumer immediately on receipt of application duly filled in)*

**APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS**

*(A) < to be filled by the consumer >*

|   |                            |   |       |  |
|---|----------------------------|---|-------|--|
| 1 | Consumer Application No:   | <i>&lt;self generated by Consumer&gt;</i>   | Date: |  |
| 2 | Period of Transaction:     |   |       |  |
| 3 | Name of Consumer*          | <i>&lt; seller/buyer/captive user/trader (on behalf of seller/buyer/captive user &gt;</i> |       |  |
| 4 | Trading License No. & Type | <i>&lt;If Trader&gt;</i>  |       |  |

*< MW\* at point of injection >*

|   |  |    |       |    |          |
|---|--|----|-------|----|----------|
| 5 | Period of Open Access Sought for                   |    |       |    |          |
|   | Proposed date/Month of Commencement of Open Access |    |       |    |          |
|   | Details of proposed Open Access                    |    |       |    |          |
|   | Date   |    | Hours |    | Capacity |
|   | From   | To | From  | To | MW*      |
|   |  |    |       |    |          |

*<MW\*at point of Injection>*

*(B) < to be filled by STU >*

|  |  |
|--|--|
| <b>Date and time of Receipt of Application</b> |  |
|--|--|

**place :  
Date**

**Signature (With Stamp)  
Name & Designation**

**N.B: This counterfoil may be scored out and issued to the consumer.**

**FORMATS for Long-Term  
FORMAT- LT-2A**

**Format of Application for Registration with SLDC as user of intra-state Transmission System  
(for generator)**

|        |   |  |
|--------|---|--|
| Sr.No. | Particulars Applicant's Details   |  |
| 1      | Name of the Generating Company  | .....  |
| 2      | Address of the Generating Company/<br>Authorized Person<br>Name :<br>Designation :<br>Address :<br>Contact Details :<br>Office No : 1) .....2) .....                        | .....<br>.....<br>.....<br>.....<br>.....<br>..... |
|        | Fax No. :   | .....  |
|        | Mobile No :   | .....  |
|        | Email ID :  | .....  |
| 3      | Location of the Generating Station  | .....  |
| 4      | Location of Interface with Grid<br>(Enclose a layout of switch yard)  | .....  |
| 5      | Total Installed Capacity  | .....  |
| 6      | Commercial Operation Date (COD)<br>Of the Generating station  | .....  |
| 7      | Nature of use of Energy Supply to Licensees<br>/wheeling to 3rd parties /wheeling for captive use   | .....  |
| 8      | Transmission capacity contracted (Please enclose details of Licensees)<br>(a) For supply to Licensees<br>(b) For wheeling to 3rd parties<br>(c)For wheeling for captive use | .....<br>.....<br>.....                            |
| 9      | Agreement period for supply to licensees  | .....  |
| 10     | Details of communication system installed for<br>communication of data to SLDC  | .....  |
| 11     | Establishment in-charge of control room for<br>communication with SLDC  | .....  |
| 12     | Details of Registration fee paid  | .....  |
| 13     | Any other information useful for assisting<br>efficient Grid Operation (Please enclose separate<br>sheets for additional information )                                      | .....  |

Signature of the Authorized Officer

**FORMATS for Long -Term  
FORMAT- LT-2B**

**Format of Application for Registration with SLDC as user of intra-state Transmission System**

(For Open Access Consumer)

- |        |   |
|--------|---|
| Sr.No. | Particulars Applicant's Details   |
| 1      | Name of the Open Access Consumer .....  |
| 2      | Address of the Open Access Consumer .....   |
|        | Authorized Person   |
|        | Name : .....  |
|        | Designation : .....   |
|        | Address : .....   |
|        | Contact Details :   |
|        | Office No : 1) .....2) .....  |
|        | Fax No. : .....   |
|        | Mobile No : .....   |
|        | Email ID : .....  |
| 3      | Location of Interface with Grid (Attach a list of voltage-wise Grid substations/lines along with details of location, capacity, No. of bays, line length, type of line, date of commissioning etc ) |
| 4      | Total capacity (Max. Demand that can be served)   |
| 5      | Transmission capacity contracted from Transmission Licensees (Enclose list of Transmission Licensees with details)  |
| 6      | Capacity contracted to Open Access consumers.   |
| 7      | Details of communication system available for communication of data to SLDC / ALDC (Enclose substation-wise details)  |
| 8      | Designation of the personnel responsible for operation of Grid substations at which Open Access Consumer is connected.  |
| 9      | Details of the registration fee paid  |
| 10     | Any other information useful for assisting efficient Grid Operation:<br>(Please enclose separate sheets for additional information)   |

Signature of the Authorized Officer

FORMATS for Long-Term  
FORMAT- LT-8

**FORMAT FOR THE UNCONDITIONAL AND IRRECOVABLE BANK GURANTEE FOR  
BILATERAL TRANSACTION / COLLECTIVE TRANSACTION**

*(To be stamped on Rs.100/- non judicial stamp paper)*

Whereas M/s. \_\_\_\_\_ (*Name of the Intra State Company*), a Company registered under the Companies Act, 1956 and having Registered Office at \_\_\_\_\_ (*Address*), hereinafter called the 'Intra State Company' submitted open access application for intending transaction, inter alia for sale / trade of power of \_\_\_\_\_ MW on Long term basis to \_\_\_\_\_ (*Name of Trader / Buyer*) through Inter State / Intra State Open Access as per applicable relevant regulation issued by appropriate Regulatory Commission and procedure devised by the State Transmission Utility, Delhi Transco Ltd for Long Term Open Access in intra State network in the State of Delhi (*Name of State*) in the condition which inter alia are subject matter of the application of Long term transaction herein referred, agrees to furnish this Bank Guarantee for an amount of Rs. \_\_\_\_\_ (*in figures*) Rs. \_\_\_\_\_ (*in words*) equivalent to One week billing for scheduled energy either receivable or payable determined based on quantum of sale / trade intend to scheduled through this open access transaction at rate of 105% of maximum unscheduled interchange rate applicable and equivalent to One week.

We, \_\_\_\_\_ (*Name of the Bank*) Bank, \_\_\_\_\_ (*Branch, City*) Branch hereinafter called 'The Bank' in consideration of the premises, do hereby agrees unequivocally, irrevocably and unconditionally to pay the STU or concerned Distribution Licensees from the consumer as the case may be or (the Distribution consumer), the \_\_\_\_\_

Forthwith on demand in writing from procurer or any officer authorized by it in this behalf at any time upto \_\_\_\_\_ (*date up to Open Access transaction + two additional months*), any amount upto and not exceeding Rupees \_\_\_\_\_ (*in words*) only as may be claimed by STU, Delhi by way of failure of the Open Access Consumer to pay any charges within stipulated time limit towards obligation laid down under Long Term Open Access approval granted.

It is hereby agreed and acknowledge that the decision of the STU/State Load Dispatch Center/ or (the Distribution company), the Generating company as the case may be, as to whether any money is payable by the Open Access Consumer or whether the Open Access Consumer has made any such default of defaults as aforesaid and the amount or amounts to which the STU is entitled to by reason thereof will be binding on the Bank and the Bank shall not be entitled to ask the STU/Distribution Licensees to establish its claim or claims under this Guarantee or to claim any such amount from the company in the first instance but shall pay the same to the STU/ Distribution Licensee of Delhi forthwith on demand without any demur, reservation,

recourse, contest or protest and / or without any reference to the intrastate company. Any such demand made by the STU/ Distribution Licensee on the Bank shall be conclusive and binding notwithstanding any difference between the STU/ Distribution Licensee and the Intrastate company or bank and Intrastate Company or pay dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank further undertake not to revoke this Guarantee during its currency except with the previous consent of the STU/ Distribution Licensee of Delhi in writing and this Guarantee shall continue to be enforceable till the aforesaid date of its expiry or the last date of the extended period agreed upon as the case may be unless during the currency of the Guarantee all the dues of the STU/ Distribution Licensee under or by virtue of Open Access approval granted by SLDC of the letter of approval and subsequent accounting statement issued to intrastate company have been duly paid and its claims satisfied or discharge or the STU/ SLDC certifies that the terms and conditions of said letter of open access approval and subsequent accounting statement issued by State Load Dispatch Center have been fully carried out by the intrastate company and accordingly discharged the Guarantee.

Subject to the maximum limit of the Bank's liability as aforesaid, this Guarantee shall cover all claim or claims of the STU/ Distribution Licensee against the Intrastate company from time to time arising out or under condition stipulated under the said letter of Long Term Open Access approval and Charges payable in exercise of said approval of Long Tem Open Access and in respect of which the STU/ Distribution Licensee Delhi demand or notice in writing be served on the Bank before the date of expire of this Guarantee mentioned above or of further extended period agreed upon, as the case may be.

The Guarantee shall not be affected by any change in the constitution of the said Intrastate Company in any manner by reason or merger, amalgamation, restructuring or any extension or forbearance to the Intrastate Company or any other change in the constitution of the Guarantor and the Bank will ensure for and be available to and guarantee enforceable by the STU/ Distribution Licensee of Delhi.

The Guarantee shall be a primary obligation of the Guarantor Bank and accordingly procurer shall not be obliged before enforcing this bank guarantee to take any action in any court or arbitral proceedings against the Intrastate Company, to make any claim against or any demand on the Intrastate Company or to give notice to the Intrastate Company to enforce any security held by the procurer or to exercise, levy or enforce any distress, diligence or other process against the Intrastate Company. The bank guarantee shall be interpreted in accordance with the laws of India and settlement of any dispute arisen between the parties shall be subjected to the legal jurisdiction of Delhi.

And whereas in case violation of the terms of the Bank Guarantee, penalty will be levied on the claimed amount as per the bank's penalty rates. It will not be opened to the Intrastate Company to challenge the said clause on any ground whatsoever including formation of opinion but default as to the amount guarantee or part thereof remaining payable under the contract and such opinion of STU/ Distribution Licensee shall be final and binding thereof for the purpose of invocations of this Bank Guarantee.

Notwithstanding anything contained herein:-

- 1 Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (*In Figures*) (Rupees \_\_\_\_\_) (*in words*)
- 2 This Bank Guarantee shall be valid till \_\_\_\_\_ (*date to be inserted as per approval of Open Access transaction allowed by SLDC with an additional claim period of 60days thereafter*).
- 3 We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if procurer serve upon us a written claim or demand on or before \_\_\_\_\_

The Bank has power to issue this Bank Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf o Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For \_\_\_\_\_ (name of bank)

Witness (two authorized officers of the Bank with name, designation and employee number)

1 \_\_\_\_\_

2 \_\_\_\_\_