

TamilNadu Transmission Corporation Limited
(A Subsidiary of TNEB Ltd)

FORMAT-MTOA2

APPROVAL FOR MEDIUM – TERM OPEN ACCESS

(Issued by SLDC)

Ref : Lr.No.CE/GO/SE/OA&CO/STU/ EE/ABT/AEE1/F.ARS / D.339 /16, dt.08.09.2016

	Nodal SLDC Approval No.	SLDC/MTOA CPP/2016-17 /268	Date	01/10/2016
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1	Customer Application No.	ARS Letter dt 29/09/2016	Date	29/09/2016
2	Period of Transaction	01/03/2017 to 26/03/2019		
3	Nature of customer	Captive User		
4	Customer Name	PHA India Pvt Ltd	HTSC No.	631
5	Customer EDC	Chengalpattu		

6	Details of Transaction Party's to Grid			
		Injecting Entity	Drawee Entity	
	Name of the Entity	ARS Energy Pvt Ltd	PHA India Pvt Ltd	
	Status of Entity	CPP	Captive User	
	Utility in which it is embedded	TANTRANSCO	TANGEDCO	

7	Details of Injecting/Drawee connectivity with Intra-State System			
		Injecting Entity	Drawee Entity	
	Name of Sub-Station	Transmission	Gummidipoondi	N/A
		Distribution	N/A	110/33-11KV Irungattukottai SS
	Voltage level	Transmission	230KV	N/A
		Distribution	N/A	33
	Name of Licensee(Owner of S/S)	<TANGEDCO/TANTRANSCO>		<TANGEDCO/TANTRANSCO>
	Intervening Intra-State Licensee	N/A		
	Intervening Inter-State Licensee	N/A		

8	Open Access Granted for :					
	Period		Requested Quantum at Injection end (MW)		Approved Quantum at Injection end (MW)	
	From	To	Peak Slots (18:00 to 22:00) hrs	Non-Peak Slots (00:00 to 18:00 & 22:00 to 24:00)hrs	Peak Slots (18:00 to 22:00) hrs	Non-Peak Slots (00:00 to 18:00 & 22:00 to 24:00) hrs
	01/03/2017	26/03/2019	0.613	0.613	0.613	0.613

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9	Details of Non- Refundable Application Fee made			
	TANTRANSCO collection A/C Head	Instrument Details		Amount (Rs.)
		Receipt No.	Date	
	62.983	73550	27/09/2016	Rs.50000/-

- 10) The approved transaction shall be incorporated in day – ahead scheduling in accordance with the provisions of TNERC Grid Connectivity and Intra State Open Access Regulations-2014.
- 11) The approval is subject to provisions of TNERC Grid Connectivity and Intra State Open Access Regulations-2014 terms & conditions as per MTOA agreement III&IV and any other relevant Regulation/Order/Code as amended and applicable from time to time.
- 12) The generator shall execute Medium-term open access agreement in FORMAT-MTOA-III and captive user shall execute Medium-term open access agreement in FORMAT-MTOA-IV with SE/EDC/concerned before commencement of the open access transactions.
- 13) The open access charges shall be collected from Generator at SE/EDC/Chennai North instead of SLDC, until TANTRANSCO become full-fledged entity with sufficient staff and infrastructures.

Place : Chennai

Date : 01/10/2016

Enclosure : 1. EWA in MTOA -III (Generator)
2. EWA in MTOA –IV (Consumer)

Sd/-----/01/10/2016

Superintending Engineer/OA&CO

To

1. PHA India Pvt Ltd, C-16 & C-25, Sipcot Industrial Park, Irungattukottai, Sriperumpudur, 602117
2. M/s ARS Energy Pvt. Ltd., D-109, 2nd Floor, LBR complex, Anna Nagar East, Chennai-600 102.

Copy Submitted To

The Chief Engineer/ Grid Operation /Chennai,

The Chief Financial Controller /Revenue/TANGEDCO

The Chief Financial Controller /Revenue/TANTRANSCO

The Chief Engineer/Distribution/Chennai South

Copy to

The Financial Controller/Cost/TANGEDCO

The Superintending Engineer/Operation/Chengalpattu

The Superintending Engineer/EDC/Chengalpattu

Executive Engineer/LD/Chennai

TamilNadu Transmission Corporation Limited
(A Subsidiary of TNEB Ltd)
Medium Term Open Access Agreement MTOA III
(To be executed between STU / Distribution Licensee and CGP
holder for generation from other than NCES)

This agreement made at _____ on this _____ day
of _____ Two thousand _____ between M/s. _____
(Name of the Captive Generating Plant and address) hereinafter called "the CGP
holder" which expression shall wherever the context so permits means and includes
the successors in interest, executors, administrators and assigns represented by
Thiru. _____ as Party of the First part

and

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

WHEREAS this agreement is for the parallel operation of the CGP holder's
Captive Generating Plant and wheeling of energy (Power) from such Captive Generating
Plant to the destination of his use through the Transmission /Distribution network of the
STU/Distribution Licensee;

WHEREAS the CGP holder has sent to the STU/Distribution Licensee, his
proposal to wheel the energy generated from his Captive Generating Plant having
capacity of _____ MW installed at _____ village
_____ taluk in _____ district / commissioned / to be
commissioned on or about _____ through the STU/Distribution Licensee's
Transmission/Distribution network to his captive use bearing HT service Numbers _____

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(HT Tariff. _____) of _____ in _____ Distribution Circle;

WHEREAS the CGP holder has paid the open access registration fee, agreement fee and other fees as notified / ordered by the Tamil Nadu Electricity Regulatory Commission, hereinafter called "the Commission";

AND WHEREAS the STU/Distribution Licensee has accepted the proposal of the CGP holder for wheeling of energy from the Captive Generating Plant to destination of his own use through the STU/Distribution Licensee's Transmission/Distribution networks as per Lr. No.

_____ on the terms and conditions hereinafter mentioned.

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

TERMS AND CONDITIONS.-

1. Definitions.-

In this agreement, -

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

- (i) natural disasters (earthquakes, hurricane, floods);
- (ii) wars, riots or Civil Commotions and other upheavals;
- (iii) grid / distribution system's failure not attributable to parties

hereto;

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

- (c) **"Interface line"** means the electric line between the interconnection point and

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the nearest point at which the electric line could technically be connected to the existing grid or distribution system; and

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

2. Interfacing and evacuation facilities.-

- (a) The CGP holder agrees to interface his Captive Generating Plant with the STU/Distribution Licensee's Transmission/Distribution network through -----
---- lines and shall bear the entire cost of interfacing Including the cost of lines, switch gear, metering, protection and other arrangements from the point of generation to the STU/Distribution Licensee's nearest technically feasible interconnection point;
- (b) It is further agreed that the works of interconnecting the Captive Generating Plant up to the interconnection point shall be executed under Deposit Contribution Work (DCW) by the STU/Distribution Licensee;
- (c) The CGP holder and the STU/Distribution Licensee shall comply with the contained in Central Electricity Authority (Technical Standards for interconnecting to the Grid) Regulations, 2007 which includes the following namely;
- (i) Connection Agreement;
 - (ii) Site responsibility schedule;
 - (iii) Access at Connection site;
 - (iv) Site Common Drawings;
 - (v) Safety;
 - (vi) Protection System and Co-ordination; and
 - (vii) Inspection, Test, Calibration and Maintenance prior to connection
- (d) The CGP holder agrees to comply with the safety measures contained in section 53 of the Electricity Act, 2003 (Act 36 of 2003);
- (e) Both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, Tamil Nadu Electricity Grid Code, the Electricity Act, 2003, other Codes and Regulations issued by the Commission / Central Electricity Authority and amendments issued thereon, from time to time; and
- (f) Both the parties shall comply with the guidelines issued by the Government of

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India / Government of Tamil Nadu, from time to time.

3. Operation and Maintenance.-

- (a) The CGP holder agrees that the starting current of the Generator shall not exceed the full load current of the machine and also agrees to provide the necessary current limiting devices like thyristor during the starting.
- (b) The CGP holder agrees to minimize drawal of reactive power from the STU/
Distribution Licensee's Transmission/Distribution network at an interconnection
Point as per the provisions of the Tamil Nadu Electricity Grid Code and Indian
Electricity Grid Code, as the case may be.
- (c) The CGP holder agrees to provide suitable automatic safety devices so that the
Generator shall isolate automatically when the grid supply fails.
- (d) The CGP holder agrees to maintain the Generator and the equipment including the transformer, switch gear protection equipments and other allied equipments at his cost to the satisfaction of the authorized officer of the STU/Distribution Licensee.
- (e) The changing of the rupturing capacity of the switch gear and setting of the relays, if any, shall be subject to the approval of the authorized officer of the STU/Distribution Licensee.
- (f) The interfacing lines shall be maintained by the STU/Distribution Licensee at their cost.
- (g) There shall be no fluctuations or disturbances to the Transmission/Distribution
network or other consumers connected to the network due to paralleling of the Generators. The CGP holder shall provide at his cost adequate protection as
required by the STU/Distribution Licensee to facilitate safe parallel operation of the

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Captive Generating Plant with Transmission/Distribution network and to
prevent
disturbances to the grid.

- (g) The CGP holder agrees that the STU/Distribution Licensee shall not be responsible for any damage to his Captive Generating Plant resulting from parallel operation with the Transmission/Distribution network and that the STU/Distribution Licensee shall not be liable to pay any compensation for any such damage.
- (h) The Captive Generating Plant shall be maintained effectively and operated by competent and qualified personnel.
- (i) In case of unsymmetrical fault on HV bus, the CGP holder shall share the fault current according to impedance of the circuit. To meet such contingency and for safe operation of the Captive Generating Plant, the CGP holder shall provide the following scheme of protection,namely,-
 - (i) Separate overload relays on each phase and earth fault relays shall be installed by the CGP holder. Under no circumstances, these relays shall be by-passed;
 - (ii) With suitable Current Transformer and relay connections, the load sharing by the CGP holder and STU/Distribution Licensee shall be limited to their rated capacity;
 - (iii) Adequate indication and control metering for proper paralleling of the Captive Generating Plant on the HV bus shall be made available; and
 - (iv) Protection co-ordination shall be done by the STU/Distribution Licensee in consultation with the Regional Power Committee / State Transmission Utility and relays and the protection system shall be maintained as per site responsibility schedule;
- (k) Grid availability shall be subject to the restriction and control as per the
orders
of the State Load Dispatch Centre and as per Tamil Nadu Electricity Grid

Code;

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(l) The CGP holder shall supply the committed power to his captive use at the ex-bus

periphery of the captive generating plant, inclusive of the transmission loss;

and

(m) The captive user can avail power from the captive generating plant subject to

the Restriction and Control measures imposed / approved by
the Commission from time to time.

4. Metering Arrangements. –

(a) The metering arrangements with facilities to record export and import of energy shall be provided in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, Tamil Nadu Electricity Regulatory Commission's Intra State Open Access Regulations, Tamil Nadu Electricity Distribution Code and Indian Electricity Grid Code / Tamil Nadu Electricity Grid Code in consultation with Distribution Licensee. The periodicity of testing, checking, calibration etc., will be governed by the Regulations issued by the Central Electricity Authority / Commission in this regard;

(b) Main and Check Meters shall have facility to communicate its reading to State Load Dispatch Centre / Distribution Control Centre on real time basis or otherwise, as may be specified by the Commission. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee;

(c) The STU/Distribution Licensee may provide Check Meters of the same specifications as that of Main Meters;

(d) The CGP holder can have a standby meter of the same specification, tested and sealed by the STU/Distribution Licensee;

(e) The Main and Check Meters shall be tested for accuracy as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006. The meters may be tested using NABL accredited mobile laboratory or at any accredited laboratory in the presence of parties involved. Both parties shall seal Main and Check meters.

Defective meter shall be replaced immediately;

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- (f) Reading of Main and Check meters shall be taken periodically at appointed day and hour by authorized officer of STU/Distribution Licensee in the presence of the CGP holder or his representative;
- (g) Check meter readings shall be considered when Main Meters are found to be defective or stopped. Provided that if difference between the readings of main and check meter vis-à-vis main meter reading exceeds twice the percentage error applicable to relevant class, both meters shall be tested and the one found defective shall be immediately replaced and reading of other will be considered;
- (h) If during test or calibration, both the main meter and the check meter are found to have errors beyond permissible limits, the bill shall be revised for the previous 3 (Three) months or for the exact period if known and agreed upon by both the parties, by applying correction as determined by the STU/Distribution Licensee to the consumption registered by the meter with lesser error;
- (i) The CGP holder shall check the healthiness of meters (due to blowing of the P.T. fuses or due to any other causes) by superficially checking indicator lamps or by taking readings as frequently as possible. If both the main meter and the check meter fail to record energy either due to the blowing of the P.T. fuses or due to any other causes, the energy imported /exported may be arrived at based on the standby meter, if available, or by mutual agreement of the parties involved; and
- (j) The interface meters may be Special Energy meters (ABT compliant energy meters) with appropriate communication facilities to be connected with SLDC / Distribution Control Centre.

5. Adjustment of Energy Generated and Wheeled. –

- (a) The minimum limit of load for sale through open access by the CGP holder shall be governed by the Intra State Open Access Regulations. When the Captive Generating Plant is synchronized with the Transmission/Distribution network, the CGP holder shall be liable to pay to the Distribution Licensee for the net energy consumed during the billing month at the applicable rate. The net energy consumption shall be adjusted on unit-to-unit basis as detailed below: -
 - (i) Peak generation shall be adjusted against peak consumption;
 - (ii) Normal generation shall be adjusted against normal consumption;
 - (iii) Off peak generation shall be adjusted against off peak

Consumption.

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(iv) Peak and normal generation may be adjusted against lower slot consumption at the request of CGP holder

As and when the Commission implements the Intra-State ABT, the adjustment of energy is subject to the Intra-State ABT regulation in force.

6. Charges. –

(a) Transmission and Wheeling charges. - Transmission and Wheeling charges shall be payable by the CGP holder as per the order of the Commission for the time being in force;

(b) Losses to be paid in kind. - The CGP holder agrees to compensate the average loss from the point of injection to the point of drawal as per the order of the Commission for the time being in force;

(c) Scheduling and System operation Charges - These charges shall be payable as per the order of the Commission for the time being in force;

(d) Grid availability /Grid Support Charges. -

(i) In case of outage of generator, the power drawn by the Captive Generating

Plant for start up and other purpose shall be charged at the rate fixed in the

Commission's order for the time being in force;

(ii) When the scheduled generation is not maintained by the CGP holder and when

the drawal by the captive user from the Transmission/Distribution network is

more than the generation in the Captive generation plant, the charges shall be

levied as per the order of the Commission for the time being in force;

(d) Power Factor disincentive. - Power factor disincentive shall be as per the Tariff

Order for the time being in force based on the gross energy and applicable demand

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charges. The average power factor recorded will be the reference for calculation of

power factor disincentive;

- (e) Reactive energy charges. - Reactive Power Charges is recoverable as per the regulation / Code /order in force;
- (f) Peak hour extra charges and off-peak hour rebate. - Peak hour extra charges and And off peak hour rebate shall be on net energy consumption after deducting generation in CGP plant during the respective peak hour block and off-peak hour block; and
- (g) Any additional charges that may be approved by the Commission at a later date shall Shall also be levied, with retrospective effect or from the date as approved by the commission.
- (h) The bank guarantee of Rs. 2000/- (Rupees two thousand only) per MW or part there of the total power to be transmitted submitted by the open access customer along with the application, shall be valid and subsisting till operationalisation of medium term open access.
- (i) The bank guarantee may be encashed by the nodal agency,
 - (i) If the MTOA application is withdrawn by the applicant or
 - (ii) The medium-term open access rights are relinquished prior to the operationalisation of such rights.
- (k) The existing procedure will be followed for collection of application fee and all other charges until procurement of necessary software to implement the accounting procedure as per the provisions of Regulation of ISOA 2014.

7. Billing. -

- (a) The distribution licensee shall raise bills for the net energy consumed by the captive user after adjusting the wheeled energy, where the consumption by the captive user is more than the generation of the CGP holder at the rate as per TNERC orders and regulation for the time being in force.
- (b) The distribution licensee shall raise bills on the CGP holder for the charges payable

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towards startup power and power drawn for other purpose, wheeling charges, excess demand & excess energy charges, etc, as per the order / regulations of the Commission for the time being in force; and

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

8. Payment of Security Deposit. -

The captive user drawing the power from CGP holder shall pay to the
distribution
licensee a security deposit for the net energy supplied by the distribution
licensee as
specified by the Commission in its orders /regulations for the time being in
force.

9. Standard Terms and Conditions

- a. The Generator shall give necessary day ahead schedule of the generation and wheeling quantum to HT consumers, concerned SE's Distribution Circles of HT consumers & Generator and SLDC.
- b. The company shall not declare their capacity over and above the approved quantum for open access for specified purpose. If they declare their capacity above the open access quantum, it will not be accounted.
- c. The company has to back down/shutdown their generation/Generator as per SLDC instructions for which no compensation is eligible and it is the responsibility of the generator to intimate their HT consumers and concerned SE/EDCs regarding their

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outage of plant or lesser supply of committed power by giving due schedules. Accordingly the HT consumers shall reduce their drawal.

- d. The Wheeled power scheduled at ex-periphery of the Generator shall be subjected to deduction of TANTRANSCO's/TANGEDCO's Transmission and distribution losses stipulated in TNERC Orders.
- e. The generation over and above the committed power by the generator will not be accounted. The generator shall not inject power into grid without any contracted agreement and necessary open access approval.
- f. If the HT consumer does not draw the committed power due to any reasons, the generator / HT consumer will not be compensated by TANGEDCO.
- g. Load shedding in view of grid security is inevitable and hence lesser (non) drawal due to load shedding or feeder tripping on protection and break down shall not be compensated.
- h. The billing and energy accounting shall be done on monthly basis. Based on the Open access approvals and schedules, the concerned SE/EDC of the generator shall allocate slot wise , HT consumer wise energy to the concerned SE/EDC of the HT consumers. Accordingly the energy shall be adjusted slot wise on first charge basis from their monthly consumption.
- i. Issues related to Energy accounting towards generation, their own use, the HT consumers use, Penal measures and any other disputes arising in the above shall be sorted out and resolved at EDC and Regional level.
- j. In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the open access approval will automatically terminated and for restoration, TNERC have to be approached.
- k. The TANTRANSCO reserves the rights to withdraw the concurrence to operate the company's generator set in parallel with grid if any of the condition is violated or for any valid reason.
- l. These conditions are in addition to other conditions as stipulated in TNERC regulations and orders in force.
- m. The company shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, Grid connectivity and Intra-state Open Access regulations 2014 and prevailing TNERC Orders and their amendments issued from time to time.
- n. The generator shall not claim any compensation for any difficulties arising in due to outage, breakdown of the transmission system and for constraints in the grid.

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- o. In case the generator happens to be a captive power plant this approval does not absolve the generator from maintaining their CPP status. The generator is responsible to ensure the minimum percentage of their CPP consumption towards complying with Elec. Rules. 2005.
- p. If the open access is for supplying power to TANGECO, the transmission losses and transmission charges payable to TANTRANSCO will be as per the terms of PPA in Tender executed with TANGEDCO for the supply of power to TANGEDCO.
- q. The permitted open access customer (Generator) shall furnish an undertaking to the effect that the company will strictly adhere the terms and conditions specified and indemnify TANGEDCO/TANTRANSCO for any loss or damage suffered by it by allowing wheeling under open access.
- r. The company should not inject any power into the grid beyond approved open access period. If injected without OA approval it will not be accounted for billing.

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

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

11. Agreement Period. –

(a) The tenure of this agreement shall be _____(years/months/days/hours) calculated from the date of this agreement and thereafter the tenure may be extended based on the mutual agreement between the STU/Distribution Licensee and the CGP Holder consistent with the Commission's Intra-State Open Access Regulations. The classification of the terms (Long term, Short term, etc.) is as per the Commission's Intra State Open Access Regulations; andThe parties to the agreement may at any time renegotiate the existing agreement mutually within the framework of the relevant regulations, codes and orders of the Commission in force.

12. Settlement of Disputes. -

If any dispute or difference of any kind whatsoever arises between the parties to this agreement, it shall, in the first instance, be settled amicably ,by the

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

13 . Force Majeure. -

Both the parties shall ensure compliance of the terms and conditions of this agreement.

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

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

In the presence of witnesses:

1)

2)

Signature

CGP holder

Common seal

In the presence of witnesses:

1)

2)

Signature

Authorized Office of the STU/Distribution Licensee

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

This agreement made at _____ on this _____ day
of _____ Two thousand _____ between M/s. _____
(Name of the open access consumer) hereinafter called the consumer", which
expression shall wherever the context so permits mean and includes the successors
in interest, executors, administrators and assigns represented by
Thiru. _____ as Party of the First part

and

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

WHEREAS the consumer proposes to wheel the energy (Power)
from _____ (Name and address of the Generating Plant)
hereinafter called "the Generating Plant" to the destination of consumption through
the Transmission / Distribution network of the STU/Distribution Licensee;

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

WHEREAS the consumer has paid the open access registration fee,
agreement fee and other fees as notified / ordered by the Tamil Nadu Electricity
Regulatory Commission hereinafter called "the Commission";

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AND

WHEREAS the STU/Distribution Licensee has accepted the proposal of the consumer for wheeling of energy from the Generating Plant to his destination use through the STU/Distribution Licensee's Transmission/Distribution networks as per LTOA _____ approval _____ No. _____ Lr. No. _____ on the terms and conditions hereinafter mentioned.

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

TERMS AND CONDITIONS.-

1. Definitions.-

In this agreement, -

- (a) **"Force Majeure"** means any event which is beyond the control of the parties to this agreement which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance of either party such as but not limited to -
- (i) natural disasters (earthquakes, hurricane, floods);
 - (ii) wars, riots or Civil Commotions and other upheavals;
 - (iii) grid / Transmission system's failure not attributable to parties hereto;
- (b) **"Inter connection point"** means the Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the Transmission system;
- (c) **"Interface line"** means the electric line between the interconnection point and the nearest point at which the electric line could technically be connected to the existing Transmission system; and
- (d) **'Meter'** means a 'Meter' as defined in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

2. Connectivity to the Grid. –

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a) The open access customer/ generator and the Transmission/Distribution Licensee shall comply with the provisions contained in Central Electricity Authority (Technical Standards for Interconnecting to the Grid) Regulations, 2007 which includes the following namely;

- (i) Connection Agreement;
- (ii) Site responsibility schedule;
- (iii) Access at Connection site;
- (iv) Site Common Drawings;
- (v) Safety;
- (vi) Protection System and Co-ordination; and
- (vii) Inspection, Test, Calibration and Maintenance prior to Connection.

b). Both the parties agrees to comply with the safety measures contained in section 53 of the Electricity Act, 2003 (Act 36 of 2003);

c) both the parties shall comply with the provisions contained in the Indian Electricity Grid Code, Tamil Nadu Electricity Grid Code, the Electricity Act, 2003, other Codes and Regulations issued by the Commission / Central Electricity Authority and amendments issued thereon, from time to time; and

d) Both the parties shall comply with the guidelines issued by the Government of India / Government of Tamil Nadu, from time to time.

3. Operation and Maintenance. -

(a) The consumer agrees that the drawal demand from the Transmission/distribution network shall not exceed his sanctioned demand.

(b) The consumer agrees to minimize drawal of reactive power from the STU/Distribution Licensee's Transmission/Distribution network at an interconnection

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point as per the provisions of the Tamil Nadu Electricity Grid Code and the Indian Electricity Grid Code, as the case may be.

(c) The consumer agrees to maintain the equipments at his premises including the transformer, switch gear and protection equipments another allied equipments at his cost to the satisfaction of the authorized officer of the STU/Distribution Licensee.

(d) The changing of the rupturing capacity of the switch gear and settings of the relays, if any, shall be subject to the approval of the authorized officer of the STU/Distribution Licensee..

(e) The sub-station at the consumer premises shall be maintained effectively and operated by competent and qualified personnel.

(f) Grid availability shall be subject to the restriction and control as per the orders of the State Load Dispatch Centre and as per Tamil Nadu Electricity Grid Code

(g) The consumer can avail the power from the Generating Plant subject to the Restriction and Control measures imposed / approved by the Commission from time to time.

4. Metering Arrangements.:

(a) The metering arrangements with facilities to record export and import of energy shall be provided in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, Tamil Nadu Electricity Regulatory Commission's Intra State Open Access Regulations, Tamil Nadu Electricity Distribution Code and Indian Electricity Grid Code / Tamil Nadu Electricity Grid Code in consultation with STU/Distribution Licensee. The periodicity of testing, checking, calibration etc., will be governed by the Regulations issued by the Central Electricity Authority / Commission in this regard;

(b) Main and Check Meters shall have facility to communicate its reading to State Load Dispatch Centre / Distribution Control Centre on real-time basis or otherwise, as may be specified by the Commission. Meter reading shall be taken as per the procedure devised by the STU/Distribution Licensee;

(c) The STU/Distribution Licensee may provide Check Meters of the same specifications as that of Main Meters.

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(d) The consumer can have a standby meter of the same specification, tested and sealed by the STU/Distribution Licensee.

(e) The Main and Check Meters shall be tested for accuracy as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006. The meters may be tested using NABL accredited mobile laboratory or at any accredited laboratory in the presence of parties involved. Both parties shall seal Main and Check meters. Defective meter shall be replaced immediately.

(f) Reading of Main and Check meters shall be taken periodically at appointed day and hour by authorized officer of the STU/Distribution Licensee in the presence of the consumer or his representative.

(g) Check meter readings shall be considered when Main Meters are found to be defective or stopped. Provided that, if difference between the readings of main and check meter vis-à-vis main meter reading exceeds twice the percentage error applicable to relevant class, both meters shall be tested and the one found defective shall be immediately replaced and reading of other will be considered.

(h) If during test or calibration, both the main meter and the check meter are found to have errors beyond permissible limits, the bill shall be revised for the previous Three months or for the exact period if known and agreed upon by both the parties, by applying correction as determined by the STU/Distribution Licensee to the consumption registered by the meter with lesser error.

(i) The consumer shall check the healthiness of meters (due to blowing of the P.T. fuses or due to any other causes) by superficially checking indicator lamps or by taking readings as frequently as possible. If both the main meter and the check meter fail to record energy either due to the blowing of the P.T. fuses or due to any other causes, the energy imported /exported may be arrived at based on the standby meter, if available, or by mutual agreement of the parties involved.

(j) The interface meters may be Special Energy meters (ABT compliant energy meters) with appropriate communication facilities to be connected with SLDC / Distribution Control Centre.

5. Adjustment of Energy Generated and Wheeled.:

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(a) The minimum limit of load for purchase through open access by the consumer shall be governed by the Intra State Open Access Regulations. The net energy consumption shall be adjusted on unit-to unit basis as detailed below. -(i) Peak generation shall be adjusted against peak consumption;(ii) Normal generation shall be adjusted against normal consumption;(iii) Off peak generation shall be adjusted against off peak consumption. (iv) Peak and normal generation may be adjusted against lower slot consumption at the request of CGP holder.b) As and when the Commission implements the Intra-State ABT, the adjustment of energy is subject to the Intra-State ABT regulations and prevailing TNERC inforce.

6. Charges.:

(a) Transmission and Wheeling charges. - Transmission and Wheeling charges shall be payable by the Consumer as per the order of the Commission for the time being in force.

(b) Losses to be paid in kind. - The consumer agrees to compensate the average loss from the point of injection to the point of drawal as per the order of the Commission for the time being in force.

(c) Scheduling and System operation Charges. - These charges shall be payable as per the order of the Commission for the time being in force.

(d) Cross Subsidy Surcharge. & Additional subsidy charges: The cross subsidy surcharge shall be payable by the consumer as per the order of the Commission for the time being in force.

(e) Grid availability /Grid Support Charges.

(i) In case of outage of generator, the power drawn by the consumer for back up and other purpose shall be charged at the rate fixed in the Commission's order for the time being in force.

(ii) When the scheduled generation is not maintained by the Generating Plant and when the drawal by the consumer from the Transmission/Distribution network is more than the generation from the Generating Plant, the charges shall be levied as per the order of the Commission for the time being in force.

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(iii) In case of deviation between the schedule and the actual injection or drawal in respect of an open access customer, settlement will be made as per the provisions of Regulation ISOAR 2014.

(f) Reactive energy charges. - Reactive Power Charges is recoverable as per the regulation / Code /order in force.

(g) Any additional charges that may be approved by the Commission at a later date shall also be levied, with retrospective effect or from the date as approved by the Commission.

(h) The bank guarantee of Rs. 2000/- (Rupees two thousand only) per MW or part there of the total power to be transmitted submitted by the open access customer along with the application, shall be valid and subsisting till operationalisation of medium term open access.

(i)The bank guarantee may be encashed by the nodal agency,

(iii) If the MTOA application is withdrawn by the applicant or

(iv) The medium-term open access rights are relinquished prior to the operationalisation of such rights.

(k).The existing procedure will be followed for collection of application fee and all other charges until procurement of necessary software to implement the accounting procedure as per the provisions of Regulation of ISOA 2014.

7. Billing. -

(a) The distribution licensee shall raise bills for the net energy consumed by the consumer after adjusting the wheeled energy, where the consumption by the consumer is more than the generation from the Generating Plant at the rate as per TNERC order and regulations in force.

(b) The distribution licensee shall raise bills on the consumer for the charges payable for back up power and power drawn for other purpose, wheeling charges, excess demand & excess energy charges, etc, as per the order / regulations of the Commission for the time being in force.

(c) The STU/SLDC shall raise bills on the consumer for the charges payable towards transmission charges, scheduling and system operation charges, etc. as per the order / regulations of the Commission for the time being in force.

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(d) In case the open access customer fails to make any payment due to TANTRANSCO/TANGEDCO within the specified due dates, wheeling/energy adjustment will not be made and action will be taken to withdraw the Open Access granted.

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

(f) As and when Intrastate ABT is implemented, billing will be carried out as per TNERC,

Intrastate ABT regulations.

8. Payment of Security Deposit. -

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

9. Standard Terms and Conditions.

- s. The quantum of power to be purchased by the HT consumer both inter state (collective transaction and bilateral transaction) and intra state open access transactions together shall not exceed their sanctioned demand at any time.
- t. The HT Consumers can use the purchased power only up to their sanctioned demand.
- u. The company have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
- v. Any additional charges that may be approved by TNERC at a later date and any waived charges by TANTRANSCO/TANGEDCO shall also be leviable, with retrospective effect or from the date as approved by TNERC or TANTRANSCO/TANGEDCO respectively.
- w. The Generator shall give necessary day ahead schedule of the generation and wheeling quantum to HT consumers, concerned SE's Distribution Circles of HT consumers & Generator and SLDC.
- x. The HT consumer shall draw the power according to their schedule only.
- y. The company has to backdown/shutdown their generation/Generator as per SLDC instructions for which no compensation is eligible and it is the responsibility of the

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generator to intimate their HT consumers and concerned SE/EDCs regarding their outage of plant or lesser supply of committed power by giving due schedules. Accordingly the HT consumers shall reduce their drawal.

- z. The Wheeled power scheduled at ex-periphery of the Generator shall be subjected to deduction of TANTRANSCO's/TANGEDCO's Transmission and distribution losses stipulated in TNERC Orders.
- aa. If the HT consumer does not draw the committed power due to any reasons, the generator / HT consumer will not be compensated by TANGEDCO.
- bb. In order to maintain grid security lesser/(non) drawal due to Demand side management feeder tripping on protection break down and grid constraint shall not be compensated.
- cc. The billing and energy accounting shall be done on monthly basis. Based on the Open access approvals and schedules, the concerned SE/EDC of the generator shall allocate slot wise , HT consumer wise energy to the concerned SE/EDC of the HT consumers. Accordingly the energy shall be adjusted slot wise on first charge basis from their monthly consumption.
- dd. Issues related to Energy accounting towards generation, their own use, the HT consumers use, Penal measures and any other disputes arising in the above shall be sorted out and resolved at EDC and Regional level.
- ee. In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the open access approval will automatically terminated and for restoration, TNERC have to be approached.
- ff. These conditions are in addition to other conditions as stipulated in TNERC regulations and orders in force.
- gg. The consumer shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, Grid connectivity and Intra-state Open Access regulations 2014 and prevailing TNERC Orders and their amendments issued from time to time.
- hh. In case the consumer is a Captive user, it is the responsibility of the consumer to ensure the minimum percentage of their Captive consumption towards complying with Elec. Rules. 2005.
- ii. The permitted open access customer shall furnish an undertaking to the effect that the company will strictly adhere the terms and conditions specified and indemnify TANGEDCO/TANTRANSCO for any loss or damage suffered by it by allowing wheeling under open access.

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jj. If the consumer draws power from the grid beyond approved open access period, necessary penal measures shall be applicable as per prevailing TNERC regulations and orders.

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

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

11. Agreement Period. -

(a) The tenure of this agreement shall be _____(years/months/days/hours) calculated from the date of this agreement and thereafter the tenure may be extended for further periods based on the mutual agreement between the STU/Distribution Licensee and the consumer consistent with the Commission's Intra-State Open Access regulations. The classification of the terms (Long term, Short-term, etc.) is as per the Commission's Intra State Open Access Regulations.

(b) The parties to the agreement may at any time renegotiate the existing agreement

mutually within the framework of the relevant regulations, codes and orders of the

Commission in force.

(c) The relinquishment of open access shall be as per the provisions of TNERC Grid connectivity and Intra State open access regulations 2014 and subsequent amendments thereon.

12. Settlement of Disputes. -

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

13. Force Majeure. -

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

behalf of _____ (consumer) and

_____Authorized Officer of the STU/Distribution Licensee acting for and on behalf of the STU/Distribution Licensee have hereunto set their hands on the day, month and year hereinabove first mentioned.

In the presence of witnesses: Signature

Consumer

Common seal

In the presence of witnesses:

Signature

1.

Open Access Customer

2.

Seal

In the presence of witnesses:

Signature

1.

Authorized Officer of the

2.

STU/Distribution Licensee