

TamilNadu Transmission Corporation Limited
(A Subsidiary of TNEB LTD.)

From
Superintending Engineer/OA&CO,
TANTRANSCO,
144 Anna Salai,
Chennai – 600002

To
M/s Seshasayee Paper and Boards Ltd.,
Pallipalayam
Namakkal Dist
Erode-638007.

Lr.No.SE/OA&C/SLDC/ EE/ABT/AEE1/F.Seshasayee/D.4770/432 /19, dt. 18.12.2019.

Sir,

Sub: Eley - M/s Seshasayee Paper and Boards Limited – W.P.No.27360 of 2015 and MP No.2 of 2015 filed in the Hon'ble High Court of Madras – Power evacuation of **2 MW** at injection end from their 20 MW power plant at Pallipalayam, Namakkal Dt to their unit at Tirunelveli District with HT service No.207 - Wheeling and open access approval with pending outcome of the Writ petition - Reg.

Ref: 1. Order dt.1.9.2015 in the W.P.No.27360 of 2015 and MP No.2 of 2015 filed in the Hon'ble High Court of Madras.
2. Company letter No. GM(E)-170 dt 12.12.19

Adverting to the above, Energy wheeling & STOA approvals are hereby accorded to M/s Seshasayee Paper and Boards Limited for wheeling of **2 MW** power at injection end from their 20MW power plant at Pallipalayam, Namakkal Dt to their unit at Tirunelveli district with HT service No.207 for the **period from 01.01.2020 to 31.01.2020 or till the outcome of the writ petition** W.P.No.27360 of 2015 & MP No.2 of 2015 **whichever is earlier** subject to the outcome of W.P.No.27360 of 2015 & MP No.2 of 2015 and the terms and conditions vide Annexure I.

You are requested to pay the OA charges within three working days from the receipt of the payment schedule or before the commencement of Open access transactions whichever is earlier.

Receipt of this letter may please be acknowledged.

Encl: Annexure I

/Sd/*****16/12/2019
Superintending Engineer/OA&CO

Copy submitted to

The Chief Engineer/Distribution/Erode

The Chief Financial Controller /Revenue/TANGEDCO/ Chennai-2

The Chief Financial Controller /TANTRANSCO/ Chennai-2

Copy to

The Financial Controller/Cost/TANGEDCO/Chennai-2

The Superintending Engineer/Operation/Salem

The Superintending Engineer/EDC/Mettur : With request to execute an Energy Wheeling Agreement incorporating the terms and conditions vide Annexure I and to furnish a copy of the same to this office.

The Superintending Engineer/EDC/Tirunelveli

Executive Engineer/LD/ Erode, Madurai, Chennai

Annexure-I

1. The company shall abide by the final order to be issued by Hon'ble High Court of Madras in the W.P.No.27360 of 2015 and MP No.2 of 2015.
2. The following protection and metering arrangements shall be provided at your cost.
 - a) Breakers and necessary protection arrangement at your plant switch yard end if it was not provided already.
 - b) ABT meters for recording the supply of power at your plant if it was not provided already.
 - c) The speech communication to adjacent stations either by land line or PLCC at the premises of the Generating Company of all capacities shall be provided if it was not provided already.
3. The availability of their data as Ethernet data at jurisdiction LD centre (JLDC) end either by VSAT or any other communication shall be ensured.
4. The generator shall execute an Energy Wheeling Agreement with the SE/EDC/Mettur for wheeling power to their unit at Tirunelveli district with HT service No.207 for the period from **01.01.2020 to 31.01.2020 or till the outcome of the writ petition W.P.No.27360 of 2015 and MP No.2 of 2015** whichever is earlier.
5. After execution of the above EWA, the company shall commence open access transaction under STOA.
6. The open access charges for STOA transaction have to be paid in advance i.e. before the commencement of STOA transaction in line with ISOA Regulations - 2014.
7. The company shall not inject any power in to the grid without valid open access approvals. If injected action will be taken as per the provision of Electricity Act 2003 and prevailing TNERC Regulations.
8. After getting OA approvals any energy injected into the grid over and above the agreed contracted quantum/ period shall not be accounted.

9. The company shall provide and clarify all necessary details as requested by Accounts Wing as and when required for the verification of CGP status.
At any point of time if the generator fails to maintain the CGP status and the consumer is proved to be the non captive user of that CGP, then the power availed as captive user during the entire period of open access transaction will be treated as third party transaction and will attract cross subsidy surcharge
10. As the generator has confirmed that they are utilizing a separate TG set for the start-up purpose, the generator shall not draw any start-up power for their captive generator from TNEB grid in any circumstances.
11. The generator and captive user shall adhere to the various provisions of Electricity Act 2003, Electricity Rules 2005, prevailing TNERC Intra-state Open Access regulations & Orders.
12. 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.
13. The company shall not claim any compensation for any difficulties arising in due to outage, breakdown of the transmission system and for constraints in the grid.
14. The generator shall have to back down/shutdown their generation/Generator as per SLDC instructions for which they are not eligible for any compensation and it is the responsibility of the generator to intimate their unit at Tirunelveli and concerned SE/EDC regarding their outage of plant or lesser/Nil supply of committed power by giving due schedules. Accordingly the captive consumption at Tirunelveli Unit shall be restricted.
15. Lesser/non-drawal due to demand side management in order to maintain grid security, feeder tripping on protection, break down and grid constraints shall not be compensated.

16. The quantum of power to be consumed by the captive user both inter-state (collective transaction and bilateral transaction) and intra state open access transactions together shall not exceed their sanctioned demand at any time.
17. The company have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
18. Any additional charges that may be approved by TNERC at a later date and any waiver of charges by TANTRANSCO/TANGEDCO shall also be leviable, with retrospective effect or from the date as approved by TNERC or TANTRANSCO/TANGEDCO respectively.
19. The Generator shall give necessary day-ahead schedule of the generation and wheeling quantum to Captive user, concerned SE's Distribution Circles of Captive user & Generator and SLDC.
20. The Captive user shall draw the power according to their schedule only.
21. The Wheeled power scheduled at ex-periphery of the Generator shall be subject to deduction of TANTRANSCO's/TANGEDCO's Transmission and distribution losses stipulated in TNERC Orders.
22. The billing and energy accounting shall be done as per prevailing TNREC orders and regulations. Based on the Open access approvals and schedules, the concerned SE/EDC of the generator shall allocate slot wise energy to the concerned SE/EDC of the captive user. Accordingly the energy shall be adjusted slot wise on first charge basis from their monthly consumption.
23. Issues related to Energy accounting towards generation, their own use, the captive users consumption, Penal measures and any other disputes arising in the above shall be sorted out and resolved at EDC and Regional level.
24. 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 be terminated and for restoration, TNERC have to be approached.

25. It is the responsibility of the Generator and captive user to ensure the minimum percentage of their Captive consumption towards complying with Electricity Rules-2005.
26. 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.
27. 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.
- 28. In the event of any bogus/fraudulent injection of energy by the generating company, their captive users will have to pay to TANGEDCO the energy charges for the consumption made by them as per the applicable tariff rate along with BPSC and penal charges if any as per the law.**

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Superintending Engineer/OA&CO