

TamilNadu Transmission Corporation Limited
(A Subsidiary of TNEB Ltd)

FORMAT-MTOA2

APPROVAL FOR MEDIUM TERM OPEN ACCESS

(Issued by SLDC)

Ref : BCI/GMPD/EL/37

	Nodal SLDC Approval No.	SLDC/MTOA/TP/465/2019-2020	Date	14/08/19
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1	Customer Application No.	BCI/GMPD/EL/37	Date	15/07/19
2	Period of Transaction	01/01/2020 to 31/12/2020		
3	Nature of customer	Thirdparty User		
4	Customer Name	Daimler India Commercial Vehicles Pvt Ltd	HTSC No.	99094110866
5	Customer EDC	Chengalpattu		

6	Details of Transaction Party's to Grid			
		Injecting Entity	Drawee Entity	
	Name of the Entity	Birla carbon India pvt ltd, Gummidipoondi	Daimler India Commercial Vehicles Pvt Ltd	
	Status of Entity	Thirdparty	Thirdparty 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	110/33-11 KV Sipcot SS II	Oragadam 230 KV SS
		Distribution	N/A	N/A
	Voltage level	Transmission	110 KV	110
		Distribution	N/A	N/A
	Name of Licensee(Owner of S/S)	TANTRANSCO		TANGEDCO
	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
	01/01/20	31/12/20	2.602	2.602	2.602	2.602
9	Details of Non- Refundable Application Fee made					
	TANTRANSCO collection A/C Head		Instrument Details		Amount (Rs.)	
	62.962		Receipt No.	Date		
			SBI COLLECT	12/07/19	Rs.50000/-	

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- 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) In addition to the above, the thirdparty users shall abide by the terms and conditions vide Annexure.
- 13) The open access charges shall be collected from Generator at SE/EDC/Chennai - North, instead of SLDC before the commencement of open access, until TANTRANSCO become full fledged entity with sufficient staff and infrastructures.

The generator shall execute Medium-term open access agreement in FORMAT-MTOA-III and thirdparty user shall execute Medium-term open access agreement in FORMAT-MTOA-IV with SE/EDC/concerned before commencement of the open access transactions.

Place : Chennai
Date : 14/08/19

Sd/**14/08/19
Superintending Engineer/OA&CO

To

1. Daimler India Commercial Vehicles Pvt Ltd, M/s Daimler India Commercial Vehicles Pvt Ltd, Sipcot Industrial Estate Oragadam Village.
2. Birla carbon India pvt ltd , Guumidipoondi.

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 North
Copy to
The Financial Controller/Cost/TANGEDCO
The Superintending Engineer/Operation/Chennai 2
The Superintending Engineer/EDC/Chennai North
The Superintending Engineer/EDC/Chengalpattu
The Superintending Engineer /LD&GO/Chennai
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 Generator for generation from other than NCES)**

TamilNadu Transmission Corporation Limited
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This agreement made at _____ on this _____ day of _____ Two thousand _____ between M/s. _____ (Name of the Generating Plant and address) hereinafter called "the Generator" 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 Generator's Generating Plant and wheeling of energy (Power) from such Generating Plant to the destination of Third Party open access consumer through the Transmission /Distribution network of the STU/Distribution Licensee;

WHEREAS the Generator has sent to the STU/Distribution Licensee, his proposal to wheel the energy generated from his 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 Third party open access consumer bearing HT service Numbers ____ (HT Tariff. _____) of _____ in _____ Distribution Circle;

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WHEREAS the Generator 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 Generator for wheeling of energy from the Generating Plant to destination of Third party open access consumer through the

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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 Generating Plant's switchyard at which point the interconnection is established between the Generating Plant and the grid / distribution 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 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.

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2. Interfacing and evacuation facilities.-

(a) The Generator agrees to interface his 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;

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- (b) It is further agreed that the works of interconnecting the Generating Plant up to the interconnection point shall be executed under Deposit Contribution Work (DCW) by the STU/Distribution Licensee;
- (c) The Generator 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 Generator 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 India / Government of Tamil Nadu, from time to time.

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3. Operation and Maintenance.-

- (a) The Generator 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 Generator 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.

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- (c) The Generator agrees to provide suitable automatic safety devices so that the Generator shall isolate automatically when the grid supply fails.
- (d) The Generator 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 Generator shall provide at his cost adequate protection as required by the STU/Distribution Licensee to facilitate safe parallel operation of the Generating Plant with Transmission/Distribution network and to prevent disturbances to the grid.

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- (g) The Generator agrees that the STU/Distribution Licensee shall not be responsible for any damage to his 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 Generating Plant shall be maintained effectively and operated by competent and qualified personnel.
- (i) In case of unsymmetrical fault on HV bus, the Generator shall share the fault current according to impedance of the circuit. To meet such contingency and for safe operation of the Generating Plant, the Generator shall provide the following scheme of protection,namely,-

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(i) Separate overload relays on each phase and earth fault relays shall be installed by the Generator. Under no circumstances, these relays shall be by-passed;

(ii) With suitable Current Transformer and relay connections, the load sharing by the Generator and STU/Distribution Licensee shall be limited to their rated capacity;

(iii) Adequate indication and control metering for proper paralleling of the 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 Generator shall supply the committed power to the third party open access consumer at the ex- bus periphery of the generating plant, inclusive of the transmission loss; and

(m) The Third party open access consumer can avail power from the generating plant subject to the Restriction and Control measures imposed / approved by the Commission from time to time.

4. Metering Arrangements. –

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- (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 Commissions 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 Generator 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 Generator 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;

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(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 Generator 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 Generator shall be governed by the Intra State Open Access Regulations. When the Generating Plant is synchronized with the Transmission/Distribution network, the Generator 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 Generator. 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 Generator as per the order of the Commission for the time being in force;

(b) Losses to be paid in kind. - The Generator 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. -

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(i) In case of outage of generator, the power drawn by the 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 Generator and when the drawal by the Third party open access consumer from the Transmission/Distribution network is more than the generation in the 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 charges. The average power factor recorded will be the reference for calculation of power factor disincentive;

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(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 GENERATING PLANT 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 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

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(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 open access consumer after adjusting the wheeled energy, where the consumption by the open access consumer is more than the generation of the Generator at the rate as per TNERC orders and regulation for the time being in force.

(b) The distribution licensee shall raise bills on the Generator for the charges payable 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

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(c) The STU shall raise bills on the Generator 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 open access consumer drawing the power from Generator 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.

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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 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.

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- 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.

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- 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 TANGEDCO, 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

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From time to time by the Commission and the guidelines sued 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 Generator 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; and 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.

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;

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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 _____ (Generator) 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 herein above first mentioned.

In the presence of witnesses:

Signature

1)

Generator

2)

seal

Common

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In the presence of witnesses:

Signature

1)

2)

Authorized Office of
the
STU/Distribution
Licensee

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

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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";

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, -

TamilNadu Transmission Corporation Limited
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- (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. –

- 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

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(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 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

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(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.

(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.

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(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.:

(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.

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(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.

(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,

(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 consumer after adjusting the wheeled energy, where the consumption by the

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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.

(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.

- a. 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.
- b. The HT Consumers can use the purchased power only up to their sanctioned demand.
- c. The company have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.

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- d. 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.
- e. 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.
- f. The HT consumer shall draw the power according to their schedule only.
- g. 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 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.
- h. 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.
- i. If the HT consumer does not draw the committed power due to any reasons, the generator / HT consumer will not be compensated by TANGEDCO.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. These conditions are in addition to other conditions as stipulated in TNERC regulations and orders in force.

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- o. 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.
- p. 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.
- q. 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.
- r. 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.

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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. -

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

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Annexure

Standard Terms and Conditions.

1. 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.
2. The HT Consumers can use the purchased power only up to their sanctioned demand.
3. The company have to pay the applicable charges as per prevailing TNERC Orders and regulations in force.
4. 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.
5. 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.
6. The HT consumer shall draw the power according to their schedule only.
7. The company shall have to backdown/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 HT consumers and concerned SE/EDCs regarding their outage of plant or lesser/Nil supply of committed power by giving due schedules. Accordingly the HT consumers shall reduce their drawal.
8. 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.
9. If the HT consumer does not draw the committed power due to any reasons, the generator / HT consumer will not be compensated by TANGEDCO.
10. Lesser/nil drawal due to Demand side management in order to maintain grid security, feeder tripping on protection break down and grid constraint shall not be compensated.
11. 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.

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12. 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.
13. In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the open access approval will automatically get terminated and for restoration, TNERC have to be approached.
14. 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.
15. The permitted open access customer shall furnish an undertaking to the effect that the company will strictly adhere to the terms and conditions specified and indemnify TANGEDCO/TANTRANSCO for any loss or damage suffered by it by allowing wheeling under open access.
16. 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.
17. These conditions are in addition to the other conditions as stipulated in TNERC regulations and orders in force.
- 18. For Consumers less than 1 MW , approval is accorded subject to direction based on G.O.No.37. dated 17.04.18.**

Sd/-----

Superintending Engineer/OA&CO