

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

1. Eligibility Requirements:

- (1) The Short Term Open Access shall be permissible to a consumer having a contract demand of 1(one) MW and above connected at 11 KV or above and the generating plants:

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

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

Provided also that the quantum of open access shall not be allowed more than sanctioned load of the consumer.

- (2) A person having been declared insolvent or bankrupt or having outstanding dues against him for more than one month billing of distribution/transmission licensee at the time of application shall not be eligible for open access:

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

2. Connectivity:

- (1) The consumer/buyer or generating station/sellers seeking Short Term Open Access shall be connected to Transmission/Distribution System of STU / Distribution Licensees at 11KV or above:

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

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

3. Metering Requirements:

- (1) It shall be the responsibility of Distribution Licensee to provide Availability Based Tariff (ABT) compliant Special Energy Meters at the point (s) of drawl if not already provided, except wherever the applicant, if so desires, may procure the meter on his own. However, the distribution Licensee shall charge the cost of Main meter from the open access consumer, wherever provided by the distribution licensee.

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

- (3) The distribution licensee shall provide Check Meter of the same specifications as Main Meter.

- (4) The meters shall be duly tested and sealed in the presence of STU, Distribution Licensee and Consumer.
- (5) All Open Access Consumers shall abide by the Central Electricity Authority (installation and operation of meters) Regulations, 2006 (as amended from time to time) in respect of special energy meters or interface meters (Main, Check and Standby meters) to be installed by STU or any other utility authorized to install meters at interface points.
- (6) Main meter and Check meter shall be periodically tested and calibrated by State Transmission Utility / Distribution Licensee once in a year.
- (7) The broad specification and procedure for installation of metering equipment shall be as per Schedule-I.

(8) **Communication Facility:**

Main and Check Meters shall have facility to communicate their readings/data to the State Load Dispatch Centre (SLDC) on real time basis. In case of generators/sellers and Open Access Consumers who have sought Open Access for 10 MW or above, the facilities/equipments for communication/transfer of metering parameters to SLDC control room on real time basis through two independent channels are to be provided by them at their cost at their end.

(9) **Control Room:**

To communicate with SLDC & Area Load Dispatch Centre (ALDC) of Distribution Licensee, an Open Access Consumer having connected load of 10MW or more shall be required to provide a round the clock control room at its premises with following facilities:

- (i) Telephone/Mobile with STD.
- (ii) Transmission and receipt of fax and e-mail.

4. Procedure for Submission of Application:

(1) **Application Format:**

The applicant shall submit an application to the Nodal Agency as per Format-ST1 for approval of Short Term Open Access.

(2) **Application Fee:**

The application shall be accompanied by a non refundable processing fee as under:

- (i) When location of drawal & injection points are within same distribution licensee i.e. without involving STU @ Rs 2500/- per application.
- (ii) When location of drawal & injection point in the intrastate transmission system within the State i.e. involving STU @ Rs 10,000/- per application.
- (iii) Inter- state STOA (Collective transaction/ bilateral) @ Rs 10,000/- per application.

(3) **Registration of Open access Customer:**

An Open Access Customer connected with Intrastate Transmission System shall be registered with SLDC on prescribed format ST-7A for generator & ST-7B for the Purchaser & onetime registration charges of Rs. 10,000/- shall be payable to the 'Delhi SLDC R&E' Account through Bank draft/cheque payable at Delhi. This registration charge is valid for a specified injection / drawal point with respect to Intrastate Transmission System. Any change in the injection / drawal point shall be

treated as a new connection and the charges for registration shall have to be paid by the applicant.

(4) Documents required:

The application shall be submitted alongwith following documents:

(i) Self-attested documents:

- (a) Copy of latest energy bill issued by distribution licensee, in case applicant is a consumer of distribution licensee.
- (b) Copy of stay granted by the competent authority, in case of dispute regarding outstanding dues pending with any Forum or Court.
- (c) Clearance by the competent authority in case of Power producers/ CPPs/Generators using Non-Conventional Energy Source. Generators using Non-Conventional Energy Source shall also certify that no REC/RPO claim for this power has been made.
- (d) Connectivity details with Transmission / Distribution Licensee in case of generators or Open Access Consumer.
- (e) Single Line Diagram of the electrical system showing details of metering equipments installed.

(ii) Undertakings by the applicant for:

- (a) having not been declared insolvent or bankrupt.
- (b) having no outstanding dues against them for more than one month billing of distribution / transmission licensee at the time of application.
- (c) to accept rostering restrictions imposed by the utility in case of mixed industrial feeder.
- (d) to open an irrevocable letter of credit or Bank Guarantee as per Format ST-8 in favour of the agency responsible for collection of various charges.
- (e) towards acceptance to the terms and conditions for short term Purchase/sale of Power through Open Access, as per Format –ST 6.

(5) Period of Short Term Open Access:

The applicant may apply for grant of conditional consent for short term open access for a period of one year or less at a time.

(6) All applications for Short term Open Access complete in all respects shall be submitted in duplicate on all working days during 10.00 AM to 05.00PM at the following office address.

Manager (System Operation – Energy Accounting)
State Load Despatch Centre,
SLDC Building, 33KV Sub Station, Minto Road, Delhi-110002.
(E-mail: "oasldcdelhi@ gmail.com")

(7) A copy of the application shall be endorsed by the applicant to the transmission licensee and nodal office of the distribution licensee involved in the transaction.

(8) The application complete in all respect on receipt shall be duly acknowledged and shall be allotted application sr. no. and unique Open Access ID No. (Account Number) to the applicant. Date of receipt of application complete in all respects in SLDC, Delhi shall be considered as the date of application.

(9) In case of incomplete or defective application, SLDC, Delhi shall communicate the deficiency or defect to the applicant through registered e-mail or fax, or any other usually recognized mode of communication, within two (2) working days of receipt of application. In such cases, the date of receipt of application shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

5. PROCESSING / APPROVAL OF APPLICATION:

(1) Consent by Distribution Licensee:

- (i) On receipt of application, SLDC shall forward one set of application to the nodal office of the Distribution Licensee on whose distribution system the applicant is connected, within two working days of its receipt for verification of field data/information:

Provided that if Open Access applicant who is connected in Distribution Licensee's area say 'D1', desires to sell power to another Distribution Licensee 'D2' (through transmission network), the consent from D1 has to be obtained:

Provided further that If open access applicant who is connected in distribution licensee area say D1, desires to sell power to a consumer in another distribution licensee D2 (through transmission network), the consent from D1 & D2 has to be obtained.

- (ii) After verification of the information/field data, the nodal office of Distribution Licensee shall convey its initial consent to SLDC, Delhi on the Format ST-5A within 12 working days, from the date of receipt of application from SLDC, Delhi:

Provided that in case of incomplete or defective application, distribution licensee shall communicate the deficiency or defect to the applicant through registered e-mail or fax, or any other usually recognized mode of communication, with a copy to SLDC, Delhi:

Provided further that in such cases, the date of receipt of application with the distribution licensee shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

(2) Conditional consent by State Load Despatch Centre

SLDC shall give conditional consent as per the format-ST 5B within 3 working days from receipt of consent from concerned Distribution Licensee. The same shall be conveyed to the Consumer and Nodal Office of the Distribution Licensee.

6. Payment Security Mechanism:

- (1) The applicant shall open an irrevocable and revolving Letter of Credit (LC) or Bank Guarantee (BG) in favour of the Licensee responsible for collection of applicable charges as per prescribed format ST-8.
- (2) Payment security mechanism specified above is intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.

- (3) The LC or BG shall be opened in a Scheduled Bank mutually agreed between applicant and the licensee.
- (4) The LC or BG shall be valid for at least two months beyond the entire duration of period specified in conditional consent in form ST-5B.
- (5) The LC or BG shall be opened by the applicant before issuance of the compliance report for completion of metering formalities.
- (6) In case of renewal of conditional consent before expiry of existing conditional consent, the Licensee shall accept extension of LC or BG for the proportionate amount for the corresponding period:

Provided that in case renewal of contract is for lower quantum, LC or BG for proportionate amount shall be accepted after expiry of period of existing LC or BG.
- (7) The LC or BG shall be operated by the Licensees in case of default in payment.
- (8) All costs/expenses/charges associated with LC or BG shall be borne by the applicant/consumer.

7. Installation and testing of metering equipment:

After receipt of conditional consent for grant of short term open access as per format-ST-5B, the meter shall be installed and tested as per the following timelines:

- | | | |
|------|--|----------------|
| i) | Procurement of Metering Equipment | within 30 days |
| | By the authorized agency | |
| ii) | Testing by Authorized agency | within 10 days |
| iii) | Installation at site by applicant/
Distribution Licensees | within 10 days |
| iv) | Testing by Distribution Licensee /STU & issue of
Point wise compliance report | within 10 days |

8. Issue of Approval or concurrence or No Objection or Prior standing clearance:

(1) Submission of Application

- (i) An application for scheduling for short term open access shall be submitted to the SLDC, Delhi.
- (ii) The application for scheduling shall be submitted in the prescribed form containing the details such as name and location of supplier and buyer, contracted power (MW) where supplier is located, point of injection, point of drawl, capacity needed, starting time block and date, ending time block and date, peak load, average load and such other additional information as may be required by the SLDC, Delhi.
- (iii) An application made for scheduling shall be accompanied by a non refundable fee payable to State Load Despatch Centre, Delhi as prescribed:

Provided that fee for first application submitted for scheduling shall not be levied by SLDC Delhi from the applicant who has paid the fee for getting conditional consent.
- (iv) SLDC shall acknowledge receipt of the application by indicating time and date on 'Acknowledgement' to the applicant.

- (v) A copy of the application shall be endorsed by the applicant to the nodal office of the distribution licensee.
- (2) The applicant shall apply for approval or concurrence or No Objection or Prior standing clearance as the case may be, from the SLDC in advance as under:
- (i) In case of bilateral interstate transaction, concurrence shall be given and conveyed to Nodal RLDC with copy to applicant and Distribution Licensee.
 - (ii) In case of Open Access transaction through power exchange, No Objection or Prior Standing clearance shall be issued and conveyed to the Power Exchange with a copy to applicant and Distribution Licensee.
 - (iii) In case of intrastate Open access transaction, an approval shall be issued and conveyed to the consumer with copy to Distribution Licensee.
- (3) After verification of compliance of various conditions and receipt of additional documents, if any, the Nodal Agency shall allow to operationalize the Short term Open Access, as per the request of the Open Access consumer, from the intended date of start.

(4) Involving inter-State transmission system:

- (i) Notwithstanding anything contained in clauses (5) herein below, procedure for inter-State short-term Open Access shall be as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, or its statutory re-enactments, as amended from time to time.
- (ii) SLDC, Delhi shall issue concurrence or No Objection or Prior standing clearance, as the case may be, within 5 working days in case of first time transaction and 2 working days on subsequent transactions, as the case may be, from the receipt of application.
- (iii) In case of refusal of concurrence or No Objection or Prior standing clearance, as the case may be, on the specified grounds like non availability of surplus transmission or distribution capacity or any operational constraints, such refusal shall be conveyed to the applicant, through registered e-mail or fax, or any other usually recognized mode of communication, within five (5) working days in case of first time transaction or two (2) working days on subsequent transactions as the case may be, from the date of receipt of application.
- (iv) In case of any operational constraints or congestion is anticipated in any of the Transmission /distribution corridor, it shall also be immediately conveyed by STU / Distribution Licensee to the SLDC as well as Short term Open Access Consumer including the reduced transmission /distribution capacity which can be offered for Open access. The concerned applicant must inform the nodal agency, the acceptance of reduced Open Access capacity within 24 hours. In case of non-receipt of revised information in time, it will be presumed that the applicant is no longer interested in revising it and SLDC will process the application accordingly.

(5) Without Involving inter-State transmission system:

(i) Procedure for advance Scheduling

- (a) An application for advance scheduling may be submitted to the SLDC, Delhi seeking short-term open access upto the second month, considering the month in which an application is made being the first month.
- (b) A separate application shall be made for each month and for each transaction in a month in a suitable cover marked "Application for Short-Term Open Access- advance scheduling for <<Month- Year's name>> " upto 15th day of the preceding month. For example, application for grant of open access commencing in the month of Aug-2016 shall be received upto 15th day of July-2016.
- (c) All applications received upto last day as mentioned under sub-clause (b) above shall be taken up together for consideration. Applications received beyond prescribed time shall not be considered under advance scheduling. The applications shall be processed as per allotment priority criteria specified under Regulation 8(1) to 8(4) of Delhi Electricity Regulatory Commission (Terms and conditions for Open Access) Regulations, 2005 as amended from time to time.
- (d) SLDC, Delhi shall convey its approval or otherwise along with schedule of payments to the consumer within four days from the applicable last date for submission of application. In case, SLDC Delhi rejects an application, it shall convey its specific reasons to the applicant in writing.

(ii) Procedure for Scheduling on "first come first served" basis:

- (a) An Application shall be submitted to the SLDC, Delhi in a cover marked "Application for scheduling on - First-come-first-served basis".
- (b) Application received under the following categories shall be treated as "First-Come-First-Served" application:-
 - i. Application received under "First Come First Served" category for Short-Term Open Access shall be considered only when transactions are commencing and terminating in the same calendar month.
 - ii. Application received after the date specified in clause (5)(i)(b) of the first month, for scheduling of transactions in the second month.
- (c) Application for scheduling which is commencing in the same month, in which Application is made, shall be submitted to SLDC, Delhi at least four (4) days in advance from the date of commencement of the transaction.
- (d) All such Application shall be processed and decided within three days of their receipt:
Provided that the applications received under sub clause (b)ii. above, shall be processed only after completing the process for advance scheduling.
- (e) Pro-rata scheduling acceptance shall be given in case scheduling requests of the applicants is for more than the margins available.

(iii) Procedure for Scheduling on Day-Ahead basis:

- (a) An application for day ahead scheduling shall be received by SLDC, Delhi within three days prior to the date of scheduling and upto 1300 hours of the day immediately preceding the day of scheduling for

such transaction. For example, application for day-ahead transaction on 25th day of July shall be received on 22nd day or 23rd day or upto 1300 hours on 24th day of that month.

- (b) SLDC, Delhi shall convey approval or otherwise by 18:00 hours of the day immediately preceding the day of scheduling.
- (c) Pro-rata scheduling acceptance shall be given in case scheduling requests of the applicants is for more than the margins available.

(iv) Procedure for scheduling in a contingency:

- (a) In the event of contingency, the buyer or his representative shall make an application to SLDC, Delhi on any working day.
- (b) SLDC, Delhi shall take steps to incorporate such transactions in Day Ahead schedules/ Same day Schedule, as the case may be. In case of same day, the transactions shall be scheduled from 6th time block, counting the block in which acceptance is accorded as first time block.
- (c) Pro-rata scheduling acceptance shall be given in case scheduling requests of the applicants is for more than the margins available.

(v) Bidding Procedure/Congestion Management:

- (a) If the capacity sought by the consumers for Open Access for advance scheduling is more than the available capacity or SLDC perceives congestion of any element of transmission and distribution system involved in the transaction, the allocation shall be made through electronic bidding procedure.
- (b) The decision of SLDC, Delhi in respect of an expected congestion shall be final and binding.
- (c) SLDC, Delhi shall convey information of congestion and decision for invitation of bidding to the applicants through an email/SMS notice, indicating floor price, bid closing date.
- (d) The floor price of transmission and wheeling charges determined on the basis of relevant order of the Commission shall be indicated in the notice.
- (e) The bids shall be accepted on the prescribed format, to be notified by SLDC, Delhi and shall be received up to the scheduled "bid closing time" as indicated in bidding invitation notice. Modification / amendment to a bid, once submitted, including submission of a second or subsequent bid by an applicant, shall not be entertained.
- (f) In case the applicant does not participate in bidding process, his application shall be considered as withdrawn and shall not be processed.
- (g) SLDC, Delhi shall also display bidding information on its website.
- (h) The bidders shall quote price in Rs./MWh above the floor price.
- (i) The quoted price shall be arranged in descending order and approval for allocation of available capacities shall be accorded in descending order of price quoted.
- (j) In case of equal price quoted by two or more successful bidders, the approval for scheduling shall be made pro-rate to the scheduling request sought by them.
- (k) The applicant, who gets approval for scheduling less than the scheduling request sought by him, shall pay the charges quoted by him. The applicant getting approval for scheduling equal to the

scheduling request sought by him shall pay the charges quoted by the last applicant getting approval of its full scheduling request.

Note: Till SLDC, Delhi establishes infrastructure for electronic bidding, such applications shall be dealt on manual basis.

(6) Within same distribution system:

The procedure specified in clause (5) above, mutatis mutandis, shall apply to cases of short-term open access when the point of injection and the point of drawl are located in the area of the same distribution licensee.

9. Revision of Schedule:

(1) The short-term open access schedules accepted by SLDC, Delhi in advance or on first come first served basis, may be cancelled or revised downwards on an application to that effect made to the SLDC, Delhi by the applicant by giving minimum two (2) days notice. The notice period shall be excluding the day on which notice is served and the day from which revised schedules are to be implemented:

Provided that application fee shall not be levied in case of cancellation or downward revision of schedule.

(2) The accepted schedules for Day-Ahead transactions and transactions in a contingency shall not be revised or cancelled.

(3) The Applicant, who has requested for cancellation of the accepted schedule as above, shall pay the Operating Charges as per the originally accepted schedule, if the period of revision or cancellation is upto two (2) days. If the period of cancellation exceeds two(2) days, the Operating Charges for the period beyond two (2) days shall not be payable:

Provided that the open access consumer shall be liable to pay transmission charges and wheeling charges as per Open Access quantum approved by the SLDC, Delhi in conditional consent on format-5B:

Provided that transmission charges and wheeling charges shall be revised as per Clause 10 below.

(4) The margins becoming available as a result of such revision or cancellation shall be available for scheduling to any other Applicant in accordance with relevant provisions of Regulations on Open Access.

10. Downward Revision or cancellation of Conditional Consent:

(1) In case of downward revision or cancellation of Open Access quantum approved by the SLDC, Delhi in conditional consent on format-5B, the applicant shall submit an application to Nodal Agency with a copy to concerned distribution licensee:

Provided that application fee shall not be levied in case of cancellation or downward revision of schedule.

(2) The downward revision or cancellation of Open Access quantum shall be effective after expiry of two (2) days excluding the date of receipt of application or the date for which revision is sought whichever is later.

- (3) In case of cancellation or downward revision by the consumer, the applicant shall pay transmission charges and wheeling charges for first two days of the period for which the cancellation or downward revision has been sought in accordance with the originally approved open access quantum in conditional consent by the SLDC, Delhi and thereafter as per the revised open access quantum accepted by the SLDC, Delhi during the period of such cancellation or downward revision.

11. Renewal of conditional consent:

- (1) The applicant shall submit an application to SLDC, Delhi for renewal of conditional consent for open access at least 7 working days before the expiry of existing conditional consent:

Provided that the application for renewal of conditional consent shall have same terms and conditions as mentioned in existing conditional consent.

- (2) SLDC, Delhi shall forward the application to distribution licensee within 2 working days.
- (3) The distribution licensee shall give its consent within 3 working days from receipt of application from SLDC, Delhi.
- (4) SLDC, Delhi shall convey its conditional consent within 2 working days from receipt of consent from distribution licensee:

Provided that where the distribution licensee has not communicated any deficiency or defect in the application within three(3) days from the date of receipt of application or refusal within the specified period of three (3) working days from the date of receipt of the application, the consent shall be deemed to have been granted:

Provided further that where consent is deemed to have been granted by the State Load Despatch Centre, Delhi the applicant while making application shall submit to the nodal agency an affidavit, duly notarised, declaring that:

- (i) the distribution licensee has failed to convey any deficiency or defect in the application or its refusal within the specified time,
- (ii) necessary infrastructure for metering and accounting is in place,
- (iii) enclosing a copy of the complete application after removal of deficiency or rectification of defects, if any communicated, made to the distribution licensee,
- (iv) enclosing a copy of the acknowledgement, if any, given by the distribution licensee, or any other evidence in support of delivery of the application.

12. Failure of Evacuation System for Open Access by a Generator:

The period from failure of Evacuation System of the distribution licensee to revision of schedule shall be dealt as under:

- (1) Deviation settlement mechanism for the generator shall be suspended during this period.
- (2) The purchaser will pay to the generator at the tariff agreed to between them.
- (3) The generator will pay to the licensee for the energy supplied by the licensee to the purchaser, at the rate agreed between the generator and the purchaser.

- (4) The generator will be compensated by the licensee for payment of Open Access transmission and wheeling charges, if any, paid by the generator during non-evacuation of power till its revisions.

13. Meter Reading & Energy Accounting:

- (1) In case of Open Access consumers, Meter data downloading / reading of Special Energy Meters shall be taken by concerned Distribution Licensee for billing purpose.
- (2) In case of generator/seller, Meter data downloading / reading of Special Energy Meters shall be taken by generator/Licensee on monthly basis. Any change in Multiplication factor / CT / PT ratio setting shall also be recorded.
- (3) The downloaded data in the form of CD and hardcopy printout along with a statement of consumption as recorded by Main, Check Special Energy Meter, duly authenticated by concerned Licensees shall be sent to SLDC, Delhi, within two (2) days of its downloading for further necessary action such as preparation of monthly DSM Account wherever applicable.
- (4) SLDC, Delhi shall prepare energy account within seven (7) days of its receipt.
- (5) In case any co-generation, renewable energy source of energy and other non-conventional energy sources based plants does not supply electricity to the distribution licensee of its area, DSM would be applicable. This will also hold good in case such generating plant supplies electricity to more than one person including the distribution licensee of the area where such plant is located.
- (6) The entitlement at the drawl point will be worked out after considering the Transmission and Distribution losses, as determined by the commission in the Tariff order or any subsequent order for that year.
- (7) The Open Access Consumer shall give unhindered access at premises for inspection or reading of special Energy Meter / Interface meters by any authorized person of transmission licensee or the distribution licensee.

14. Arrangement for supply of electricity in case of fault in metering apparatus:

- (1) In case of fault in metering equipment, the distribution licensee shall provide the supply of electricity through temporary meter.
- (2) In case supply cannot be restored through temporary meter or there is a fault in the other equipment, the licensee shall restore the supply directly:

Provided that the assessment of energy consumption during this period shall be computed based on actual consumption recorded by the meter in the previous month.

- (3) The settlement of energy shall be as per the methodology prescribed by the Commission under imbalance charges.

15. Charges For Open Access:

The Short Term Open Access Consumer shall pay the charges for Open Access as notified by the Commission in its Delhi Electricity Regulatory Commission (Terms and conditions for Open Access) Regulations, 2005 as amended from time to time and as determined by the Commission under these Regulations/ Tariff Order from time to time.

16. Energy Losses:

(1) Inter-State Open Access:

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

(2) Intra-State Open Access:

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

(ii) The Energy losses shall also be applicable to Non Conventional Fuel Source based Generators.

17. Billing & Payments:

(1) The Distribution Licensee shall raise bill to Open Access consumer on monthly basis.

(2) The monthly bill towards Open Access Charges for intrastate transactions or supplementary bill towards interstate transaction not covered in remittances received through power exchange and Nodal RLDC, if any, shall be prepared & issued by Nodal Agency on monthly basis.

(3) The Short Term Open Access consumer shall make payments as raised in the bills by due date through electronic transfer (RTGS/NEFT) or Bank Draft.

(4) The distribution licensee, transmission licensee and SLDC, Delhi shall maintain the separate Bank Account for the amount collected from open access consumers. The same shall be reconciled with SLDC, Delhi on monthly basis.

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

(6) The Short Term Open Access consumer shall make the payment in full as mentioned in the bill:

Provided that in case of any dispute in bill, the open access consumer shall pay the self assessed amount.

18. Due Date of Payment:

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

19. Late payment surcharge:

In case the payment of any bill for charges payable under Delhi Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2005 is delayed by an open access consumer beyond the due date, without prejudice to any action under the Act or any other regulation there under, a late payment surcharge at the rate of 1.50% per month. The late payment surcharge shall be charged for the number of days of delay in receiving payment from the consumer.

20. Default in Payment:

- (1) Non-payment of any charge or sum of money payable by the open access consumer under the Delhi Electricity regulatory Commission (Terms and conditions for open access) Regulations shall be considered as non-compliance and shall be liable for action under Electricity Act 2003.
- (2) The Transmission licensee or the distribution licensee may discontinue open access after giving consumer an advance notice of fifteen days without prejudice to its right to recover such charges as per applicable laws.
- (3) In case of default in payment of charges relating to the SLDC, Delhi, the SLDC, Delhi may refuse to schedule power to the defaulting open access consumer and direct the concerned licensee to disconnect the supply to such consumer.

21. Collection and Disbursement of Charges:

- (1) In case of collective transactions through power exchange, the customer shall pay applicable charges toward open access transaction to the concerned power exchange and all the distribution charges to the concerned Distribution Licensee directly. The concerned Power Exchange shall remit the STU charges & SLDC Operation charges to SLDC, Delhi.
- (2) In case of bilateral Interstate transactions, the customer shall pay applicable charges towards open access transaction to the concerned RLDC & all the distribution charges to the concerned Distribution Licensee directly. The concerned RLDC shall remit the STU charges and SLDC Operation charges to STU/SLDC.
- (3) In case of Intra state transactions, customer shall pay applicable charges towards open access transaction to SLDC, Delhi & all the distribution charges to the concerned Distribution Licensees directly.
- (4) When the intra state transmission system and distribution system is used in conjunction with inter-state transmission system, the provisions regarding collection and disbursement of transmission, wheeling and operating charges contained in Central Electricity Regulatory Commission (Open Access in interstate Transmission) Regulations, 2008 as amended from time to time will apply.
- (5) All the charges except distribution charges (DISCOM wheeling, cross subsidy surcharge, additional surcharge, reactive energy etc.) in first instance will be

collected by SLDC directly or through RLDC/Exchange. The Transmission Charges as received by SLDC shall be remitted to STU within 15 days of its receipt by SLDC.

22. Curtailment Priority:

- (1) The State Load Despatch Centre, Delhi may curtail power flow on any transmission corridor by cancelling or rescheduling any transaction, if in its opinion cancellation or curtailment of such transaction is likely to relieve any transmission constraint on the corridor or to improve grid security. However, in all such cases of cancellation or curtailment, the SLDC, Delhi will, as soon as practicable, intimate the reasons in writing to the consumer.
- (2) Subject to provisions of the State Grid Code, cancellation/curtailment will be affected as under: -
 - (i) Short term transaction(s) will be cancelled or curtailed first, followed by long term transaction(s).
 - (ii) Among short term transactions, bilateral transaction will be cancelled or curtailed first, followed by collective transactions.
 - (iii) Open Access to a distribution licensee will be the last to be curtailed within a category.
 - (iv) Curtailment will be effected on a pro-rata basis amongst the consumers of a particular category.
- (3) In case of curtailment of the approved schedule by the State Load Despatch Centre, Delhi transmission and wheeling charges shall be payable pro-rata in accordance with the curtailed schedule.
- (4) The SLDC Operating charges shall be payable irrespective of curtailment, if any.
- (5) SLDC, Delhi shall endeavour to give priority to must run plant for scheduling in merit order in line with the guidelines of Central Electricity Regulatory Commission.

GUIDELINES FOR INSTALLATION OF METERING EQUIPMENT AND ARRANGEMENTS AT THE PREMISES OF OPEN ACCESS CONSUMER.

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

(1) Open Access Consumer's Premises (To be complied by OA Consumer):

- (i) Open Access Consumers injecting power in to the Distribution Licensee / STU system shall provide separate line bay with line protection scheme at both ends to take care of any fault on line.
- (ii) Meters are to be installed directly on line without any isolator in between line and metering CTs/PTs.
- (iii) Metering CTs/PTs should be exclusively for Distribution licensee metering. Consumers may install any additional meter with separate CT/PT.
- (iv) CTs of 0.2S and 0.2 accuracy class is to be installed where CT output is 5A (in case of 11kV) and 1A (in case of 33/66/132/220kV) respectively. However PTs of accuracy class 0.2 are to be used.
- (v) Metering CT/PT should be exclusive for metering purpose. These will not be allowed for protection purpose. However metering CT/PT are to be provided with minimum two metering cores, one core to be used for main ABT meter & 2nd core to be used for check meter & TPT meter.
- (vi) The meter should be installed nearest to the CT/PT in separate enclosure, with easy/free access by Dist licensees/STU staff.
- (vii) All connecting cables from CT/PT to meters should be routed through conduit pipe duly welded.
- (viii) Un-climbable fencing around metering, CT, PT area is to be provided which will be sealed by STU.
- (ix) Use of only single ratio metering CTs will be allowed. Multi ratio CTs are not to be used in any case.
- (x) Metering CTs/PTs, bottom plate needs to be welded after testing/installation at site.
- (xi) Open access consumer (non-consumer of Distribution Licensees) is required to provide two communication channels at his own cost for communication of metering data to SLDC control room as applicable.
- (xii) Consumers who have already installed CT / PT without witness/checking of Distribution Licensee / STU shall get the same tested in the presence of Distribution Licensee / STU representative.
- (xiii) Meter is not to be installed in the control room of consumer's sub-station.

(2) Compliance by DISCOM/STU:

- (i) Installation of check Meter
- (ii) ABT meter installed for consumers injecting & drawing power to be import/export type of accuracy class 0.2S.
- (iii) Supply should not be tapped from Bus PT. Exclusive line CTs and PTs are to be installed for metering at Sub Station end. CT/PTs provided shall have two metering cores.
- (iv) Meters are to be installed near line bay in Sub Station Yard.

Formats for Short-Term
FORMAT - ST1
APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS
(to be sent by consumer to Nodal Agency)

To: Nodal Agency

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

<* In terms of power transfer>

4	Consumer Name			
5	Registered email id and phone no. of the consumer			
6	Registration Code		Valid up to	

< Registration code shall be as provided by Nodal Agency >

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

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

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

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

9	Open Access Sought for (Period from date _____ to _____)				
	Date		Hours		Capacity
	From	To	From	To	MW*

< MW* at point of injection >

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

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

12	I hereby authorized Nodal Agency to process said application, in case open access capacity allotted, for day ahead scheduling in accordance with the provision of intra-State ABT
----	---

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

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

Enclosures:

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

Copy to:

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

For use of SLDC (with Reference to Enrolment of Application)	
SLDC Reference ID No.	
Nodal SLDC Approval No.	< if approved >
Or Reason of Refusal* (If Refused)	

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

ACKNOWLEDGEMENT

(for office use only)

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) < to be filled by the consumer >

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

<* In terms of power transfer>

4	Consumer Name			
5	Registration Code		Valid period	

< Registration code shall be as provided by Nodal Agency >

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

Date and time of Receipt of Application	
--	--

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

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

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

ACKNOWLEDGEMENT

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

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) < to be filled by the consumer >

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

<* In terms of power transfer>

4	Consumer Name			
5	Registration Code		Valid period	

< Registration code shall be as provided by Nodal Agency >

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

Date and time of Receipt of Application	
--	--

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

N.B:

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

12. The approval is subject to provisions of SERC (Terms and Conditions for Intra State Open Access) Regulations, 2010 and any other relevant regulation/order/code as amended and applicable from time to time. *< only in case of approval >*

13. No approval is being granted on account of *<only in case of rejection>*

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

Place

Date

Signature (with stamp)

Name & Designation

Enclosures

(1) Schedule of payments *< only in case of approval >*

(2) If any other

Copy to along with enclosures

(1) Consumer

(2) Transmission Licensee involved in transaction.

(3) Distribution Licensee involved in transaction.

(4) Any other concerned.

FORMATS for Short-Term
ENCLOSURE to FORMAT- ST2

SCHEDULE OF PAYMENTS

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

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

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

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

<* In terms of power transfer>

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

Place
Date

Signature (with stamp)
Name & Designation

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

FORMAT- ST3
CONGESTION INFORMATION AND INVITATION OF BIDDING
(to be invited by SLDC)

SLDC Bidding Invitation No. _____

Date ____

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

<* In terms of power transfer>

4	Consumer Name			
5	Registration Code		Valid period	

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

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

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

(a) Bid Invitation Date		Time					
(b) Bid Submission Date		Time					
(c) Bid Opening Date		Time					
(d) Bids Invited for							
Network Corridor		Congestion Period				Margin/Capacity Available for Bidding	Floor Price
Sub-station	Electric Line/Link with Capacity	Date		Hours		MW	Rs./kWh
		From	To	From	To		
Name of Transmission System							
Name of Distribution System							

8. In case of non submission of bid, application shall be deemed to have been withdrawn and shall not be processed.

Place

Date

To: Consumers with their reference's (as provided by consumers at sl.no. 1 on FORMAT-ST1)

Signature (with
stamp)
Name &
Designation

FORMATS for Short-Term

FORMAT- ST4

BID PROPOSAL

(to be submitted by the consumer to NODAL AGENCY)

Ref: NODAL AGENCY Bidding Invitation No. _____

Date _____

To: **NODAL AGENCY,**

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

<* In terms of power transfer>

4	Consumer Name			
5	Registration Code		Valid period	

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

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

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

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

Place
Date

Signature (with stamp)
Name & Designation

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

FORM FOR THE CONSENT OF OPEN ACCESS BY DISTRIBUTION LICENSEE TO SLDC

Memo. No:

Date:.....

Distribution Licensees Reference No.....

Date.....

Name of the firm	.....
Account No	.....
Address of the firm	.....
Open Access admissible during off peak hrs	.....
Open Access admissible during peak load hrs	.....
Period /Duration for Open access Consented	.....
From : (Date/Time)	.....
To: : (Date/Time)	.....
Consent Valid up to :	.....
Any other Specific Conditions for OA Consumer	.....

Concerned Official/Open Access
Distribution licensees

FORMATS for Short-Term
FORMAT- ST-5B

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

To

M/s _____

Memo No. ____/SO/OA

Dated:

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

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

The short term open access for purchase/sale of power up to ___ MW (at applicant's periphery) is hereby allowed , as requested by you, in line with Open Access Regulations,2005, as amended from time to time, as per agreed terms & conditions by you and subject to compliance of conditions/ formalities as under*: -

1. The applicant will get ABT compliant special energy meter of accuracy class 0.2S installed at premises at his own cost in addition to TOD meter already installed as per prescribed metering guidelines and the state grid code. The applicant will provide copy of test report of the meter from concerned official of Distribution Licensee and installation report along with site report by STU and compliance report for completion of formalities as per metering guidelines.
2. The applicant will restrict its total demand to be within its sanctioned contract demand during non-peak load hours and during peak load restriction hrs, the applicant will be eligible only to draw total power admissible as per peak load exemption granted by Licensee. This implies that during peak load restriction hours the total drawl from all sources will be limited to peak load exemption allowed.
3. No relaxation in monthly minimum charges, peak load exemption charges etc. shall be admissible against grant of this Open Access and the applicant will be liable to pay all the charges as consumer of Licensees and all the charges and levies applicable on power purchased under Open Access.
4. The applicant will be liable to pay cross subsidy surcharge, additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access consumers in accordance to Open Access regulations, 2005 as amended from time to time.
5. The applicant shall abide by all applicable provisions of CERC/DERC open access Regulations as well as IEGC/State Grid Codes during short term open access.

6. The applicant will restrict its power purchase under open access keeping in view the regulatory measures/power cuts imposed by Licensees on feeders supplying power to your unit. In case the scheduled power as per capacity in MW reserved for open access as per NOC / Standing Clearance / Concurrence of an embedded open access consumer is curtailed or cancelled by SLDC as per Regulation 13 of DERC (Terms and Conditions for Open Access) Regulations, 2005, the embedded open access consumer shall immediately reduce / stop the drawl of power through open access.
8. In case the applicant is connected to Mixed feeder, open access shall be allowed subject to the condition that the applicant agrees to rostering restrictions imposed by Licensee / STU on such feeders.
9. The applicant will supply copy of the agreement signed with the traders for purchase of power through open access.
10. The applicant will ensure that this short term open access approval shall not, in any case, violate the terms and conditions of the PPA(s) signed by you with any other agency.
11. The applicant shall be required to furnish a security deposit towards Open Access charges in the form of irrevocable revolving self-recouping Letter of Credit (LC) or Bank Guarantee valid for at least 2 months beyond the period of Open Access transaction in favour of concerned agency.

12 (Any other specific condition) imposed by SLDC/STU/Dist. Licenses
 The applicant is requested to complete the above formalities and furnish requisite documents along with acceptance to the above condition so that further necessary action on your request can be taken by this office.

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

This issues with the approval of competent authority.

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

SLDC, Delhi.

End st. No. ___/SO/OA

Dated _____

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

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

CC:
 Concerned Official of Distribution Licensees / STU

FORMATS for Short-Term
FORMAT- ST6

**UNDERTAKING TO BE FURNISHED BY THE CONSUMER FOR SHORT TERM
PURCHASE/SALE OF POWER UNDER OPEN ACCESS**

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

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

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

8. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name / agreement with the trader, advance intimation shall be given by the consumer which shall be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of SLDC.
9. I/We will book the Open Access corridor on intra state and interstate transmission system and seek alterations, if required, as per Open Access Regulations and procedure(s).
10. I/We will abide by the provisions of the State Grid Code and Open Access Regulations issued by DERC& CERC, as amended from time to time.
11. I/We will operate a 24 hour control room and communicate real time power purchase data through fax / telephone to control room of SLDC as well as Concerned Dist. licensees
12. I / We understand that no relaxation in Monthly minimum charges or peak load exemption charges as consumer of Concerned Dist licensees is admissible to us for purchase of power under Open Access.
13. I/We shall keep STU and SLDC indemnified at all times and shall undertake to indemnify, defend and keep STU and SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from open access transaction
14. I/We will be liable to pay cross subsidy surcharge, Additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access consumers in accordance to DERC Open Access regulations, 2005, as amended from time to time.
15. In case any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, SLDC/STU/Dist. Licensees reserves the right to charge the difference in bill raised to the consumer. I/We undertake to pay the total bill including these charges.
16. I/We will make all payments associated with Short Term Open Access to the concerned office SLDC/STU/Dist. licensees remitted only by Bank Draft or RTGS / NEFT in favour of concerned Official/SLDC payable at Delhi up to 4.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) @ 1.50% per month or part thereof on total amount of the bill. In case of non-payment of dues Nodal Agency reserves the right to cancel NOC for Open Access.
17. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as notified by the State/Central Electricity Regulatory Commission (DERC/CERC) from time to time.
18. Any taxes / levies applicable on Open Access transaction as imposed by Central and State Governments from time to time shall be borne by me/us.
20. I/We will apply for Standing Clearance/ No Objection Certificate / Concurrence / Consent for purchase of power through Power Exchange or through bilateral agreement minimum 3 working days before the commencement of deemed date of purchase of power through Power Exchange. I/We have noted that Standing Clearance will be allowed by SLDC maximum upto one month.
21. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /STU/SLDC/Licensees from time to time.
22. I/We may surrender the capacity allotted to me/us by serving a notice to Licensees / RLDC as per DERC/CERC regulations, if I/We are unable or not in position to utilize the full or substantial part of the capacity allotted to me/us. In case our capacity has been reduced or cancelled or surrendered, I/We shall bear Open Access charges as per prevalent CERC/DERC open access regulations.

23. I/We undertake to co-ordinate with concerned officials of SLDC/Licensees to ensure meter data reading/downloading as per fixed schedule
24. I/We undertake to maintain grid discipline and ensure the energy draws as per the energy scheduled at the delivery point.
25. I/We agree that the disputes and complaints regarding metering and billing etc. will be first referred to the Commercial and Metering Committee under the State Grid Code. The Committee shall investigate and endeavor to resolve the grievance and in case of its non re-dressal within stipulated period or any dispute it shall be referred to the commission
26. I/We agree that SLDC/Distribution Licensees reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

Name: _____

Place:

Designation:

Date:

Seal:

Note:

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

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

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

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

Signature of the Authorized Officer

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

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

(For Open Access Consumer)

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

Signature of the Authorized Officer

FORMATS for Short-Term
FORMAT- ST-8

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

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

Whereas M/s. _____ (Name of consumer/applicant), a Company registered under the Companies Act, 1956 and having Registered Office at _____ (Address), hereinafter called the 'consumer/applicant' submitted open access application for intending bilateral transaction / collective transaction, inter alia for sale / trade/ purchase of power of ___MW on short term basis to _____ (Name of Licensee) through Inter State / Intra State Open Access as per applicable relevant regulations issued by appropriate Regulatory Commission and procedure devised by the State Transmission Utility, Delhi Transco Ltd. for Short Term Open Access in intra State network in the State of Delhi in the condition which inter alia are subject matter of the application of short term transaction herein referred, agrees to furnish this Bank Guarantee for an amount of Rs. _____ (in figures) Rs. _____ (in words) equivalent to charges as per Schedule-II to this format.

We, _____ (Name of the Bank) Bank, _____ (Branch, City) Branch hereinafter called 'The Bank' in consideration of the premises, do hereby agrees unequivocally, irrevocably and unconditionally to pay _____ (the State Load Dispatch Centre or concerned Distribution Licensee) having its registered office at _____.

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

It is, hereby, agreed and acknowledge that the decision of the _____ (State Load Dispatch Centre or the Distribution Licensee) as the case may be, as to whether any money is payable by the Consumer/applicant or whether the Consumer/applicant has made any such default or defaults as aforesaid and the amount or amounts to which _____ (the State Load Dispatch Centre or the Distribution Licensee) is entitled to by reason thereof will be binding on the Bank and the Bank shall not be entitled to ask _____ (the State Load Dispatch Centre or the Distribution Licensee) to establish its claim or claims under this Guarantee or to claim any such amount from the consumer/applicant in the first instance but shall pay the same to _____ (the State Load Dispatch Centre or the Distribution Licensee) forthwith on demand without any demur, reservation, recourse, contest or protest and / or without any reference to consumer/applicant. Any such demand made by _____ (the State Load Dispatch Centre or the Distribution Licensee) on the Bank shall be conclusive and binding notwithstanding any difference between _____ (the State Load Dispatch Centre or the Distribution Licensee) and the consumer/applicant or bank and consumer/applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of _____ (the State Load Dispatch Centre or the Distribution Licensee) in writing and this Guarantee shall continue to be enforceable till the aforesaid

date of its expiry or the last date of the extended period agreed upon as the case may be.

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

The Guarantee shall not be affected by any change in the constitution of the said consumer/applicant in any manner by reason or merger, amalgamation, restructuring or any extension or forbearance to the consumer/applicant or any other change in the constitution of the Guarantor and the Bank will ensure for and be available to and guarantee enforceable by _____ (the State Load Dispatch Centre or the Distribution Licensee).

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

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

Notwithstanding anything contained herein:-

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

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

Signature _____
Name _____
Power of Attorney No. _____
For _____ (name of bank)

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

1 _____

2 _____

Submitted By	Applicable Charges	Submitted to
Consumer	2 Months wheeling charges, cross subsidy surcharge, & additional surcharge (@ average of additional surcharge for the approved period) on approved OA Quantum in conditional consent format 5B.	Concerned Distribution Licensee
	2 Months STU charges on approved OA Quantum in conditional consent format 5B and SLDC Operation Charges as applicable (if the payment is not submitted in advance).	SLDC
Seller/ Generator	2 Months wheeling charges and seven days Deviation Settlement Mechanism charges @ of 105% of maximum Deviation Settlement Mechanism rate on approved OA Quantum in conditional consent format 5B.	Concerned Distribution Licensee
	2 Months STU charges on approved OA Quantum in conditional consent 5B and SLDC Operation Charges as applicable (if the payment is not submitted in advance).	SLDC