

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

1. OUTLINE

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

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

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

2. GRANT OF OPEN ACCESS

2.1 SUBMISSION OF APPLICATION

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

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

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

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

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

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

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

2.2 PROCESSING OF APPLICATION

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

2.3 CONFIRMATION OF RESERVATION OF CAPACITY

2.3.1 Where electricity system strengthening is not required

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

2.3.2 Where electricity system strengthening is involved

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) The consumer and concerned licensees shall inform, in writing, at least ninety days ahead of schedule, commercial operation date of additional systems of their part to STU with a copy to concerned/affected persons.
 - (iv) Based on information received under sub-clause 3.4(iii), STU shall confirm the consumer and concerned licensees at least sixty days ahead of scheduled date of commencement of long-term transaction and directed the consumer to:
 - (a) establish adequate payment security within thirty days; and
 - (b) submit a request for scheduling of transaction to SLDC within thirty days.
- 3.5 Whenever any equipment and/or drawing are proposed to be changed, the consumer or licensee shall intimate necessary changes to STU and all other concerned. When changes are implemented, revised single line diagram shall be circulated by the consumer or licensee to STU and all concerned.

4. SCHEDULING AND REVISION OF SCHEDULES

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

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

5. COMMERCIAL CONDITIONS

- 5.1 SLDC shall issue an energy account, statement of UI and corresponding UI charges and reactive energy and its charges, on the basis of data received from ABT meters along with data relating to declared capability and schedules etc., in accordance with the provisions of DERC Order dated 31.03.07 (the ABT Order) passed in matter of Availability Based Tariff and as amended from time to time.
- 5.2 Energy account prepared by SLDC shall be used for billing purposes.
- 5.3 The consumer shall pay a fee to SLDC as specified in DERC (Procedure, terms and conditions for payment of fee & charges to State Load Despatch Centre and other related provisions) Regulations and amendment thereof.
- 5.4 The consumer shall make payments in the following manner:
 - (i) STU, any other transmission licensee and/or distribution licensee, as the case be, shall prepare a bill on monthly basis as per energy account issued by SLDC on the basis of transmission charges, wheeling charges determined by the Commission from time to time. Surcharge and additional surcharge, if any, shall also be recovered through such bill.

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

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

- (ix) In addition to the above charges, the Utilities who are authorized to installed meters for Open Access Consumer are entitled to recover charges from the consumer as under:-
 - a) Estimated cost of ABT Meter with AMR facility =Rs.50000/-
 - b) Estimated expenditure involves in testing /installation/commissioning of Energy Meter=Rs.20000/-
 - c) Estimated expenditure for data downloading of Energy Meter per visit=Rs.2500/-

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

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

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

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

- (a) For Captive generating plant supplying electricity to its captive user connected or not connected with grid and a consumer, such captive user or a consumer shall ensure to draw power as per schedule during each 15-minute time block. The drawal more than schedule shall be considered as 'back up supply' ('back up charges' shall be constituted accordingly) to such captive generating plant or its captive user or consumer from distribution licensee of his area. Such over drawal shall be charged at frequency linked rate 25% higher than UI rate specified by CERC form time to time.
 - (b) Above charges shall be without prejudice to penalty which may be imposed by the Commission, for non-compliance of the provision of the Act, regulation or code or order made there under, on recommendation of SLDC.
 - (c) The billing of the 'back up charges', under sub-para (a) above, shall be carried out with the billing of UI charges.
- 5.6 Reactive Energy Charges associated with transaction shall be paid as per the provision of Delhi Electricity Grid Code or ABT Order or otherwise specified by the Commission by an Order.
- 5.7 Non-payment of any charge or sum of money payable by the consumer under the Regulations shall be considered non-compliance of the Regulations and Section 56 of the Act, the generating company or STU or any other transmission licensee or a distribution licensee may disconnect supply after giving consumer an advance notice of fifteen days without prejudice to his right to recover such charges by suit.

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

5.8 Payment Security Mechanism

- (i) The applicant for open access shall open an irrevocable and revolving Letter of Credit (LC) in favour of the Licensee responsible for collection of applicable charges. The value of LC shall be equivalent to the estimated amount of various charges for a period of Two months as per prescribe format LT-8. The applicant can also open Bank Guarantee (BG) for an equivalent amount.
- (ii) Payment security mechanism specified above is intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.
- (iii) The LC/BG shall be opened in a Scheduled Bank mutually agreed between consumer and the licensee.
- (iv) The LC/BG shall be valid for at least two months beyond the entire duration of the transaction.
- (v) The LC/BG shall be opened by the consumer before issuance of the compliance report for completion of metering formalities.
- (vi) In case of renewal of contract during the currency of existing contract for same quantum, the Licensee shall accept extension of LC/BG for the corresponding period.
- (vii) In case of renewal of contract during the currency of existing contract for different quantum, the Licensee shall accept extension of LC/BG for the corresponding period for proportionate amount.

Provided that in case renewal of contract is for lower quantum, LC/BG for proportionate amount shall be accepted after expiry of period of existing LC/BG.

- (viii) In case of upward revision of quantum during the currency of existing contract, the licensee shall accept the extension of LC/BG for proportionate amount.

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

- (ix) The LC/BG shall be operated by the Licensees in case of default in payment.
- (x) All costs/expenses/charges associated with LC/BG shall be borne by the applicant/consumer.

6. METERING

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

7. ENERGY LOSS

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

8. TRANSMISSION AND DISTRIBUTION SYSTEM CONSTRAINTS

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

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

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

under such event, transmission charge and/or wheeling charge, payable by any user of transmission and/or distribution system, shall remain unaffected.

9. GENERAL

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

FORMAT - LT1

APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS

(to be sent by consumer to STU)

To: GM (Planning),DTL

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

<* In terms of power transfer>

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

< MW* at point of injection>

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

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

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

< MW* at point of injection>

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

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

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

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

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

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

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

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

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

Place:

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 Trading licensee .(if applicable).
- (4) Detailed description of ‘electricity system’ of injecting and drawee entities(involved in the transaction) already connected and/or proposed to be connected with intra-state transmission system along with single line diagrams.
- (5) Connectivity and interface metering related supporting document including outdoor and indoor layout single line diagrams.(if existing user’s of intra-state System)
- (6) If any other.

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

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

For use of STU (with Reference to Enrolment of Application)	
STU Reference ID No.	
Nodal STU Approval No.	<i>< if approved ></i>
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 LONG-TERM OPEN ACCESS

(A) < to be filled by the consumer >

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

< MW at point of injection >*

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

*<MW*at point of Injection>*

(B) < to be filled by STU>

Date and time of Receipt of Application	
---	--

place
Date

Signature (With Stamp)
Name & Designation

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

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

APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS

(A) < to be filled by the consumer >

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

< MW at point of injection >*

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

*<MW*at point of Injection>*

(B) < to be filled by STU>

Date and time of Receipt of Application	
---	--

place :
Date

Signature (With Stamp)
Name & Designation

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

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

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

Sr.No.	Particulars Applicant's Details	
1	Name of the Generating Company	.....
2	Address of the Generating Company/ Authorized Person Name : Designation : Address : Contact Details : Office No : 1) .....2) .....	..... ..... ..... ..... ..... .....
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 (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 Long -Term
FORMAT- LT-2B**

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

(For Open Access Consumer)

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

Signature of the Authorized Officer

FORMATS for Long-Term
FORMAT- LT-8

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

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

Whereas M/s. _____(*Name of 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 long 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 Long 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 long 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-I 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 Long 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

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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 Long Term Open Access approval and Charges payable in exercise of said approval of Long 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.	Concerned Distribution Licensee
	2 Months STU charges on approved OA Quantum 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.	Concerned Distribution Licensee
	2 Months STU charges on approved OA Quantum and SLDC Operation Charges as applicable (if the payment is not submitted in advance).	SLDC