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|  | **पंजीकृतकार्यालय :शक्तिसदन, कोटलारोड़, न्यूदिल्ली-110002**(Regd. Office Shakti Sadan, Kotla Road, New Delhi-110002) **कार्यालयउपमहाप्रबंधक (एस.ओ.)** **Office of Dy. General Manager (SO)****एसएलडीसीबिल्डिंग, मिंटोरोड़, न्यूदिल्ली-110002** SLDC Building, Minto Road, New Delhi-110002Ph: 23221149 FAX No.23221012 |
| **No. F./DTL/207 )/2011-12/DGM(SO)/67** |  **Dated : 15.03.2012** |

**To**

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| --- | --- | --- | --- | --- |
| Sr. No. | Name & Desig. of the Committee Member | Utility  | Address  | Tele. No. |
| **1** | **Sh. Raj Bhartiya**Executive DirectorChairperson | DTL | Shakti Deep Building, DTL, Jhandewalan Ext, New Delhi-110055 | 9999533609 |
| **2** | **Mrs. Anjali Chandra**Executive Director (Engg.) | DERC | Viniyamak Bhawan, DERC, Malviya Nagar, New Delhi-110017 | 9312212314 |
| **3** | **Sh. Bhupender Nath**G. M. (Commercial) | DTL | IP Estate, New Delhi-110002 | 9999533628 |
| **4** | **Sh. Roop Kumar**G.M. (SLDC) | SLDC | SLDC Building, Minto Road, New Delhi-110002 | 9999533629 |
| **5** | **Sh. S.M. Verma**G.M. | PPCL | Pragati Power Station, Ring Road, New Delhi-110002 | 9717694896 |
| **6** | **Sh. Surrender Babbar**Dy.G.M.(Finance)-I | DTL | Shakti Sadan, Kotla Road, New Delhi-110002 | 9999533621 |
| **7** | **Sh. S.K. Sharma**Dy.G.M. (Metering & Prot) | DTL | Park Street 220kV Grid S/StnNear RML Hospital, New Delhi-01 | 9999533640 |
| **8** | **Sh. Ashis Kumar Dutta**Addl.G.M. (PMG) | NDPL | Grid Sub-Station Building Hudson Lane, Near Kingsway Camp, Delhi-09 | 9871798566 |
| **9** | **Sh. Ajay Kumar**Addl. V.P. (PP&PMG) | BRPL | Building. No.20, Nehru Place, New Delhi-110049 | 9350683910 |
| **10** | **Sh. Sunil Kakkar**Asstt. Vice President (PMG) | BYPL | BYPL, Shakti Kiran Building, Karkardooma, Delhi-110092 | 9312147042 |
| **11** | **Sh. Anant Mishra,** G.M. (Project) | TOWML | Timarpur – Okhla Waste Manage -ment Company Pvt Ltd, Jindal ITF Centre, 28, ShivajiMarg, New Delhi-110015 | 011-45021982 |
| **12** | **Sh.V. Venugopal**Dy.G.M. (SO)- **Convener** | SLDC | SLDC Building, Minto Road, New Delhi-110002 | 9871093902 |

**Subject : Meeting Notice the 3rd meeting of the Committee constituted to formalize guidelines for implementation of Intrastate Open Access in Delhi.**

Dear Sir, / महोदय

The 3rd meeting of the Committee constituted to formalize guidelines for implementation of Intrastate Open Access in Delhi is scheduled to be held on 23rd March 2012 at 03.00 PM in the **Conference Hall, SLDC Building, 33kV Minto Road Grid S/Stn. New Delhi-110002.**

As per the discussions held in the 2nd meeting of the Committee constituted for framing guidelines for implementation of Intrastate Open Access in Delhi, the final draft guidelines with regard to implementation of Short Term Open Access (STOA) and Long Term Open Access (LTA) at Intrastate level have been drawn out and enclosed for ready reference. The draft guidelines have also been emailed to all members.

It is requested to kindly go through the documents. In case, it is felt any addition / deletion, the same may be forwarded by 19.03.2012 by email. If no response is received by said date, the document would be treated as final.

However, a meeting is fixed on 23.03.2012 (Friday) at 03.00PM in the **Conference Hall, SLDC Building, 33kV Minto Road Grid S/Stn. New Delhi-110002** to finally vet the document for implementation.

All are requested to attend the meeting.

Thanking you,

भवदीय / Yours faithfully

 **(उपमहाप्रबंधक (एस.ओ.)/**Dy. G. M. (SO)

 **Convener**

To : Members of the committee.

Copy for favour of kind information to :-

1 Secretary, DERC

2 CMD, DTL

3 CEO, BRPL, BSES Bhawan, Nehru Place, New Delhi-110019

4 CEO, BYPL, Shakti Kiran Bldg., Karkardooma, New Delhi-110092

5 MD, NDPL, 33kV Grid S/Stn, Hudson Lane, Kingsway Camp, Delhi-110009

6 MD, IPGCL/PPCL, Himadri, Rajghat Power House, New Delhi-02

7 Director (Operations), DTL

8 Director (Finance), DTL

9 G.M. (O&M), DTL

10 Joint Secretary (Power), Govt. of NCT of Delhi

Annexure-A

**DRAFT PROCEDURE FOR IMPLEMENTATION OF OPEN ACCESS IN DELHI**

**PROCEDURES / GUIDELINES FOR SHORT TERM OPEN ACCESS (STOA)**

**1. Preface:**

1.1 This procedure for Short Term Open Access (STOA) is being issued in compliance to the “Delhi Electricity Regulatory Commission (Terms and conditions for Intra State Open Access) Regulations, 2005” dated 3 January 2006, and subsequent amendments thereof, if any, hereinafter referred to as “Principal Regulations” or “the Regulations”.

1.2 This procedure covers guidelines, terms and conditions and application formats for availing Intrastate short term open access of Transmission and/or Distribution system of the licensee(s)

1.3 This procedure, terms and conditions and charges will also be applicable to embedded Open Access customers who use transmission and / or Distribution system in conjunction with the Central Transmission System through bi- lateral or collective transactions through power exchange, in line with DERC and / or CERC regulations for Short Term Open access, as amended from time to time.

1.4 This procedure shall be applicable for reservation of Transmission and Distribution capacity for short term sale or purchase of power by Open Access customer or existing consumers of Distribution licensees as well as bulk consumers / CPPs / IPPs or a state utility or an intrastate entity as a buyer or seller as entitled to avail short term Open Access under Open access Regulations, referred to as Short Term Open Access Customer or Customer(s) herein after.

1.5 The procedures along with requisite formats as described herein, shall also be available on SLDC web site “www.sldcdelhi.org”.

**2. Mandatory Requirements:**

2.1 The following eligibility requirements /pre-conditions are required to be fulfilled by the Open Access customer before applying/availing the Short Term Open Access (STOA):

**A) Eligibility Requirements:**

The eligibility requirements/conditions for grant of STOA shall be as laid down in the

Principal Regulations, as amended from time to time, read with following requirements:

**i) Availability of spare transmission & distribution capacity:**

The short term customer shall be eligible for STOA over the surplus capacity available on the intra-State transmission system/distribution system after use by the long term customers and the medium term customers, by virtue of

a) Inherent Design Margins;

b) Margins available due to variation in power flows; and

c) Margins available due to in-built spare transmission / distribution capacity created to cater to future load growth. Provided that construction of a dedicated transmission line/distribution system shall not be construed as augmentation of the transmission system/distribution system for the purpose of grant of Short Term Open Access.

**ii) Contract Demand (CD) & voltage Level**

The STOA shall be permissible to a customer having demand of 1 MW and above (except generating plants), connected at 11 KV or above. However, all the generating plants will be allowed open access for wheeling of power.

For the consumers of distribution licensee, the demand in MW shall be computed based on sanctioned CD and Power factor as 0.9

For allowing STOA for purchase of power above contract demand, the specific permission of distribution licensee to draw the open access power above the sanctioned contract demand is required.

**iii) Connectivity**

The consumer/buyer or generating station/sellers seeking STOA should be connected to Transmission/Distribution System of STU / Distribution Licensees at 11KV or above.

An Open Access Customer 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/Principal Regulations.

**iv) Feeder status / category supplying power to customer:**

Open Access shall be allowed on all feeders except feeders serving mixed loads of urban / industrial consumers Provided that, the customers connected to mixed industrial feeders, shall be allowed open access subject to the condition that they agree to roistering restrictions imposed by the utility on such feeders.

**v) Registration of Open access Customer**

An Open Access Customer shall be Registered with SLDC on prescribe format ST-7A for generator & ST-7B for the Purchaser &One time registration charges of Rs. 10,000/- shall be payable to the ‘**Delhi SLDC R&E’** Accounts through Bank draft/cheque payable at Delhi. This registration charge is valid for a specified injection / drawal point. 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.

**vi)** A person having been declared insolvent or bankrupt or having outstanding dues against him for more than two months billing of distribution/transmission licensee at the time of application shall not be eligible for open access. Provided that, if the dispute regarding outstanding dues is pending with any Forum or Court and stay is granted by the competent authority, in that case the person shall be eligible for seeking open access.

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

**2.2** On meeting the mandatory eligibility requirements, the applicant shall be issued the approval for grant of Short Term Open Access / NOC / Standing clearance / concurrence whichever is applicable by the Nodal Agency.

The consumer should ensure that the application for open access for whole day.

There after, the following pre-conditions are required to be fulfilled by the Open Access applicant:-

**i) Metering Requirements:**

a. The Open Access Customer shall provide ABT compatible Special Energy Meters at the point (s) of injection and point (s) of drawl if not already provided. 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 guide lines.

The Open Access Customer shall provide Main Meters on its premises as specified in the Metering Code drawn out as per State Grid Code. The distribution licensee shall provide Check Meters of the same specifications as Main Meter.

b. An Open Access Customer may request distribution licensee to provide Main Meter(s). In that case he shall pay security to distribution licensee and shall also pay rentals as per Schedule of General Charges for the Main Meter(s) which shall be maintained by the distribution licensee.

c. The meters shall be duly tested and sealed in the presence of STU/Distribution Licensees / Consumer and shall also be check/tested at site by enforcement wing of the distribution licensee/STU after installation.

d. All open access customers shall abide by the Central Electricity Authority (installation and operation of meters) Regulations, 2006 (as amended and revised from time to time) in respect of special energy meters or interface meters (Main, check and stand by meters) to be installed by STU at interface points.

e. **As per Metering Code of Delhi** ,the Main and Check Meters shall be periodically tested and calibrated by State Transmission Utility / distribution licensee as per requirement **(Once in a year or as & when required)**.

f. The Metering Guidelines to be followed by Open Access customer shall be as per enclosed format Annexure-1**.**

**ii) 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 customers 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 is to be provided by them at their cost at their end.

**iii) Control Room :**

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

a) Telephone/Mobile with STD.

b) Transmission and receipt of fax and e-mail.

**2.3** SLDC/STU/Distribution licensees reserves right to deny open access to customers or withdraw it any time in case of not fulfilling any of the eligibility conditions like change of feeder status, payment defaults, etc or otherwise due to any technical / operational constraints. Reasons for such denial/withdrawal shall be immediately conveyed to the customer.

**3 Procedure for Submission of Application:**

**3.1 Application Format**

The application for approval of STOA shall be made in the appropriate prescribed format / form (Format-ST1) for applying Open Access which shall be submitted to the Nodal Agency in accordance with the Regulations and the procedures

3.2 **Documents required:**

The application shall accompany the following documents:

**i) Application Fee:**

The application shall be accompanied by a non-refundable application fee, specified as under, through DD in favour of **Delhi SLDC R&E Account** payable at Delhi.

**A) Intrastate bi-lateral STOA**

i) When location of drawal & injection points are within same distribution licensee i.e. without involving STU. @ Rs 2000/ application

ii) When location of drawal & injection point in the intrastate transmission system within the State i.e. involving STU @ Rs 5000/ application

**B) Inter- state STOA (Collective transaction/ bilateral) @ Rs 5000/ application**

**i) Self-attested documents:**

1. Copy of sanctioned Load and Contracted Demand (CD).
2. Copy of latest energy bill issued by distribution licensee, in case customer is a consumer of distribution licensee. The customer must ensure that the last bill issued by the Distribution Licensee should be paid.
3. Copy of stay granted by the competent authority, in case of disputes regarding outstanding dues pending with any Forum or Court.
4. Clearance by the competent authority in case of Power producers/ CPPs/Generators using Non Conventional Energy Source.
5. Connectivity details with transmission / distribution licensee in case of generators or open access customer.
6. Single Line Diagram of the electrical system showing details of metering equipments installed.

**ii) Undertakings by the firm regarding**

1. Undertaking regarding having not been declared insolvent or bankrupt
2. Undertaking having no outstanding dues against the firm for more than two months billing of distribution / transmission licensee at the time of application.
3. Undertaking to accept rostering restrictions imposed by the utility in case of mixed industrial feeder.

**C) Undertaking for Payment Security:**

In case of sellers / generators and Open Access customers (other than the consumers of the licensee), the applicant for open access will also be required to give an undertaking to open an irrevocable Letter of Credit in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months in line with payment security mechanism guidelines as per Principal Regulations, as amended from time to time.

**D)** **Undertaking for Acceptance to Terms & Conditions**:

An Open Access Customer shall also be required to submit a signed undertaking cum self attested certificate on a legal paper (Non judicial stamp paper worth Rs 100/-) towards acceptance to the terms and conditions for short term Purchase/sale of Power through Open Access, as per Format –ST 6.

**3.3** All applications for approval of Short term Open Access complete in all respects in duplicate, shall be submitted in the following office addressed to: -

 **Manager (System Operation – Energy Accounting)**

State Load Despatch Centre,

 SLDC Building, 33KV Sub Station, Minto road, Delhi-110002.

(E-mail: “dtldata @ gmail.com”)

**3.4** The application complete in all respect on receipt shall be duly acknowledged and shall be allotted application Sr No. indicating date of receipt. Date of receipt of application complete in all respects in SLDC, Delhi shall be considered as the date of application.

**3.5** Incomplete applications shall be liable for rejection. The reasons for rejection shall be communicated to the applicant.

**4.0 PROCESSING / APPROVAL OF APPLICATION**

4.1 **Consent by Distribution Licensee**:

On receipt of application, SLDC shall forward one set of application to the office for verification of field data/information and seeking consent from the nodal office of the Distribution Licensee as under

a) If open access user, in distribution licensees area say D1, desires to sell power to another distribution licensee D2 (through transmission network) then the user has to get consent from D1

b) If open access user, in distribution licensees area say D1, desires to sell power to a consumer in another distribution licensee D2 (through transmission network) then the user has to get consent from D1 & D2

**4.2 Verification of Feeder status and Field data by Distribution Licencees:**

On receipt of application from SLDC, the Distribution Licencees nodal office shall verify the information and seek confirmations/field data from concerned official as under:-

a) Certificate regarding feeder category status and copy of latest sketch of feeder

b) Confirmation regarding outstanding dues against the firm for more than two months and detail of stay granted by Court/Forum, if any.

**4.3 Time Frame:**

i) The maximum processing time for verification of field data and subsequent initial consent to SLDC by the designated office of Distribution Licensee on the Format ST-5A, **shall be within 12 working days,** from the date of receipt of application from SLDC.

ii) Subject to receipt of consent, as per (i) above, the time frame for conditional approval, NOC/Standing clearance, concurrence/consent by the SLDC shall be;

* 7 working days in case of first time transaction.
* 3 working days on subsequent transactions

iii) In case of incomplete or defective application, SLDC shall communicate the deficiency or defect to the applicant by 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.

Note:

a) The above time lines are applicable in case of the total drawl including open access is less than or equal to the sanctioned contract demand.

b) The consent given by Distribution Licensee to SLDC for approval of STOA shall be valid for one yearfrom the date of its issue, for the purpose of issuing NoC / Standing Clearance / Concurrence / Consent by SLDC. The Distribution Licensee shall withdraw its consent given to SLDC in case of any violations in the mandatory / eligibility requirements of the OA customer, as specified under Clause 2.0 above, which shall be duly intimated to SLDC by Distribution Licensees

**4.4** Subject to fulfilling the mandatory requirements, receipt of timely consent of Distribution Licensees and availability of spare transmission/distribution capacity without jeopardizing the safety of the grid, the case for grant of Open Access to the Short term customers shall be decided by the nodal agency i.e. SLDC.

**4.5** Subsequent to the decision by the nodal agency (SLDC), the conditional approval for grant of the Short term Open Access shall be conveyed to the Customer as per the format-ST 5(B) with a copy to Nodal Office of the Distribution Licensee and concerned Grid official by ALDC of Distribution Licensees.

**5.0 Compliance of conditions and issue of NOC/Standing Clearance/Concurrence**

The Open Access customer shall comply with the conditions laid down in the conditional approval issued by the Nodal Agency (SLDC) and submit, meter test reports issued by Concerned Authority along with site installation report indicating CT/PT ratio details & Special Energy Meter Data and the point wise compliance report of Metering Guidelines duly signed and issued by concerned official. Simultaneously, the customer shall intimate the intended date(s) of transaction to SLDC as per the prescribed formats for seeking NOC / Standing Clearance / Consent, as the case may be, along with Copy of MoU / agreement for sale / purchase of Open Access power, if applicable, and any additional information or documents required to be submitted as per the letter issued by SLDC conveying the conditional approval.

**6. ISSUE OF APPROVAL / CONSENT / NOC/ STANDING CLEARANCE / CONCURRENCE**

6.1 On receipt of the compliance of conditions and information as per Clause 5.0 above, SLDC shall allot a unique Open Access ID No. (Account Number) to the customer, which shall be mentioned by the customer in all future requests for transactions / correspondence.

6.2 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 customer, from the intended date of start and convey as under:-

i) If the Open Access is not approved due to any reason, the customer shall be informed accordingly.

ii) In case of Open Access transaction through power exchange, NOC/Standing clearance shall be issued and conveyed to the Power Exchange with a copy to customer and Distribution Licensees.

iii) In case of bilateral interstate transaction, concurrence shall be given and conveyed to Nodal RLDC with copy to customer and Distribution Licensees.

iv) Consent /Approval for intrastate Open access transaction shall be issued and conveyed to the customer with copy to Distribution Licensees.

6.3 Subsequently, the customer shall apply for NOC / Standing clearance, concurrence, consent, as the case may be, from the SLDC, maximum up to a period of one month period. 3 days in advance, along with requisite application fee, as per Clause 3.2 (i) herein above.

6.4 In case of refusal of NOC or standing clearance or concurrence or consent, 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, by e-mail or fax, or any other usually recognized mode of communication, within three (3) or seven (7) working days, as the case may be, from the date of receipt of application.

6.5 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 Licensees to the SLDC as well as Short term Open Access Customer 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 except in case of Day Ahead (upto 1 day) Open Access customer who shall inform within 2 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.

NOTE:

1) The application for approval, NOC/Standing clearance, concurrence, may be sent to designated office under SLDC through fax or e-mail as a *pdf* format attachment.

2) The Application Fee for each bilateral transaction or the collective transaction shall be accompanied by a non refundable Application fee in the form of DD in favour of SLDC, payable at Delhi or through electronic transfer of funds (RTGS/NEFT) in favour of SLDC, Delhi at specified Account nos.

3) SLDC will seek consent of Distribution Licensees one month before expiry of earlier consent for issue of NOC/Standing Clearance/Concurrence as the case may to the Open Access customer.

**6.6** **Procedure for Short Term Open Access**

1) **Involving inter-State transmission system:**

Notwithstanding anything contained in clauses (2) to (3) 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: Provided that in respect of a consumer connected to a distribution system seeking interstate short-term open access, the SLDC, before giving its consent to the RLDC as required under the CERC regulations, shall obtain the consent of the distribution licensee concerned.

2) **Without involving inter-State transmission system:**

Subject to the provisions of sub-regulation (1) herein above, intra-State short-term Open Access shall be in accordance with the provisions of clause (a) to (h) herein below:

**(a) Open Access in advance**

(i) Application may be submitted to the SLDC seeking short-term open access upto the second month, considering the month in which an application is made being the first month.

(ii) Separate application shall be made for each month and for each transaction in a month.

(iii) The application to the SLDC shall be on the prescribed Form containing such details as capacity needed, generation planned or power purchase contracted,point of injection, point of drawl, duration of availing open access, peak load,average load and such other additional information as may be required by the Nodal Agency (SLDC). The application shall be accompanied by a nonrefundable application fee as prescribed in Sr.No.3.2(i)above

(iv) An application for grant of open access commencing in any month may be submitted in a cover marked “Application for Short-Term Open Access – in advance” upto 15th day of the preceding month. For example, application for grant of open access commencing in the month of Aug shall be received upto 16th day of July.

(v) SLDC shall acknowledge receipt of the application by indicating time and date on “ACKNOWLEDGEMENT” to the applicant.

(vi) A consumer of distribution licensee intending to avail open access shall also furnish a copy of his application to the concerned official of the distribution licensee.

(vii) Based on the type of transactions SLDC shall take a decision on the applications for short-term open access in the manner provided herein below.

(viii) All applications received under sub-clause (iv) above shall be taken up for consideration together and processed as per allotment priority criteria specified under Regulation 8(1) to 8(4) of Principal Regulations, as amended from time to time.

(ix) SLDC shall check transaction for congestion of any element (line and transformer) of transmission and distribution system involved in transaction.

(x) SLDC shall convey grant of open access or otherwise along with schedule of payments to the consumer latest by 19th day of such preceding month.

(xi) SLDC shall assign specific reasons if open access is denied under sub clause (x)

**(b) Open Access on first come first served basis**

Applications for open access for the second month, received after the date specified in S.No. 2(a)(iv) above and the applications received during the first month shall be considered on first come first served basis. Provided that such applications shall reach the Nodal agency at least four days in advance of the date of the open access transaction. All these applications shall be processed and decided within three days of their receipt. For example: The application for open access commencing from 10thAug shall be submitted by 5th Aug by 5 PM.

**(c) Day-Ahead Open Access**

(i) An application for grant of day ahead open access may be received by SLDC three days prior to the date of scheduling but not later than 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.

(ii) SLDC shall check for congestion and convey grant of approval or otherwise by 18:00 hours of the day immediately preceding the day of scheduling. All other provisions of application for short-term open access shall apply.

**(d) Bidding Procedure/Congestion Management**

i) If the capacity sought by the consumers for Open Access in advance for the following month 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.

NOTE:

1. Till SLDC establishes infrastructure for electronic bidding, such applications shall be dealt on first come first serve basis.

ii) The decision of SLDC in respect of an expected congestion shall be final and binding.

iii) SLDC shall convey information of congestion and decision for invitation of bidding indicating floor price through an email/SMS notice, to the applicants.

iv) SLDC shall also display bidding information on its website.

v) The floor price of transmission and wheeling charges determined on the basis of relevant order of the Commission shall be indicated in the notice.

vi) The bids shall be accepted on the prescribed format, to be notified by SLDC, and shall be received up to the scheduled “bid closing time” as indicated in bidding invitation notice. Modification / amendment to a bid, once submitted shall not be entertained.

vii) If any consumer does not participate in bidding process, his application shall be deemed to have been withdrawn and shall not be processed.

viii) SLDC shall not entertain any request for extension of time/date for submission of bids.

ix) The bidders shall quote price in terms of percentage points above the floor price;

x) The quoted price shall be arranged in descending order and allocation of available capacities shall be accorded in such descending order until the available capacity is exhausted.

xi) In case of equal price quoted by two or more customers, the allocation from the residual available capacity at any stage under sub-clause (x) above shall be made in proportion to capacity being sought by such customers.

xii) Open Access customers in favour of whom full capacities/partial capacities have been allotted shall pay the charges quoted by each of them in the course of bidding process.

xiii) SLDC shall reject bids which are incomplete, vague in any manner or not found in conformity with bidding procedure.

xiv) The successful bidder, in favour of whom the capacities have been allocated, shall pay transmission charges, wheeling charges, as the case may be, determined by bidding under sub clause (xii) above.

e) The reserved capacity by a short-term open access consumer is not transferable to others.

f) The capacity available as a result of surrender or reduction or cancellation of the reserved capacity by the SLDC, may be reserved for any other short-term open access customer in accordance with the Principal Regulations.

g) During peak load hour restrictions, the open access customers shall restrict their total drawl including open access power to the extent of the peak load exemption allowed.

h) On expiry of the period of the short-term open access, the short-term customer shall not be entitled to any overriding preference for renewal of the term.

**3) Within same distribution system:**

The procedure specified in clause (2) 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.

**7** **Revision of Schedule**:

**7.1** The short-term open access schedules accepted by SLDC 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 by short term open access customer; provided that such cancellation or downward revision of the short term open access shall not be effective before expiry of two (2) days excluding the date of receipt of application and date of implementation.

7.2 In case of cancellation or downward revision by the customer, the customer shall pay transmission and wheeling charges for first two days of the period for which the cancellation or downward revision of schedule has been sought in accordance with the schedule originally approved by the SLDC and thereafter as per the revised schedule accepted by the SLDC during the period of such cancellation or downward revision.

7.3 In case of cancellation, the operating charges shall be payable by Open Access customer for two days or the period of cancellation in days, whichever is less.

7.4) The Open Access Customer(s) shall co-ordinate with the concerned buyer/seller in case of revision of Intra state sale / purchase and send a consolidated request to the SLDC and the same shall be implemented from the sixth time block considering the block in which request for revision is received as first time block. The decision of SLDC regarding acceptance of the request for revision shall be final and Binding

Note-There shall not be any revision in schedule during the day of operation in respect to –

(a) ‘intra-state entity’ engaged in bilateral interstate transaction as seller, and

(b) ‘intra-state entity’ engaged in bilateral interstate transaction as buyer,

because regulation-14 of CERC Open Access Regulation, 2008 says that the short term open access schedules accepted by the nodal agency *(RLDC in case of bilateral transaction or NLDC in case of collective transaction)* in advance or on first come first served basis may be cancelled or revised downwards on an application to that effect made to the nodal agency by such customer but such cancellation or downward revision of schedule shall not be effected before expiry of a minimum period of two days.

The day on which notice for cancellation or downward revision of schedule is served on the nodal agency and the day from which such cancellation or downward revision is to be implemented shall be excluded for computing the period of two days.

7.5) In the event of bottleneck in evacuation of power due to any constraint, outage, failure or limitation in the intra- State Transmission System,associated switchyard and sub-stations owned by the State Transmission Utility or any other transmission licensee involved in intrastate transmission (as certified by the SLDC) necessitating reduction in generation, the SLDC shall revise the schedules which shall become effective from the 4th time block, counting the time block in which the bottleneck in evacuation of power has taken place to be the first one. Also, during the first, second and third time blocks of such an event, the scheduled generation of the ‘generating stations and injecting entities’ shall be deemed to have been revised to be equal to actual generation, and the scheduled drawls of the ‘drawl entities’ shall be deemed to have been revised to be equal to their actual drawls.

**8.0 Transaction of Power due to failure of Transmission / Distribution System:**

8.1. If an Open Access Customer is unable to draw the scheduled energy due to unscheduled cut or failure of transmission / distribution system of the licensee, the power injected will be treated as Unscheduled Interchanged Energy and shall be adjusted at UI capped rate i.e. Rs. 4.03Ps/Unit or as amended time to time by the appropriate Commission

**9.0 Open Access by a Generator/Seller**

**Failure of Evacuation System of the licensee:**

A generator in the State may be supplying power outside the State, within the State to an open access customer or sale to the distribution licensee. Non evacuation of power due to breakdown of evacuation system of the licensee will be dealt with as under:

**(a) Inter-State sale**

The schedule given by the generator will be passed on to NRLDC by the SLDC. The share of licensee from the central sector projects will be adjusted accordingly and the energy scheduled by the generator to be fed will be delivered to the purchaser / utility. If the licensee is unable to evacuate power from the generator due to failure of evacuation system of the licensee, the generator will pay to the licensee at the tariff rate charged to the purchaser for the energy which could not actually be evacuated by the licensee due to breakdown of evacuation system of the licensee. However, the generator will be compensated by the licensee for Open Access transmission and wheeling charges, if any, paid to the licensee during the period of non-evacuation of power from the generator.

**(b) Sale within the Distribution Licensee**

The payment to the generator will be made as per the power purchase agreement with the Customer / Licensee.

**(c) Intra-State sale**

SLDC will inform the purchaser about the failure of evacuating system and the purchaser shall stop drawing power within 6 blocks (each of 15 minutes) of this intimation. For the intervening period:

(i) The purchaser will pay to the generator at the tariff agreed to between them.

(ii) 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.

(iii) 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. Upto 6th time block of non evacuation, the generator shall pay to the Distribution Licensees in whose area the generator exists at agreed rate to the buyer of other Distribution Licensee. After 6th block, the energy drawn by the purchaser / Open access customer will be charged for the Mismatch as per provisions of UI Regulation applicable for Open Access customers, as amended from time to time.

**10.0 METER READING & ENERGY ACCOUNTING**

10.1 The sellers and buyers involved in the transaction facilitated through open Access shall abide by the Indian Electricity Grid Code and State Grid Code and the instructions given by SLDC as applicable from time to time.

10.2 The customer shall be governed by the commercial mechanism of Un-schedule Interchange (UI) Charges so as to maintain grid discipline as envisaged under the Grid Codes in scheduling, dispatch and drawl of electricity.

10.3 Meter data downloading / reading of Special Energy Meters shall be taken by consumer representative & mail it in prescribed format to concerned nodal agency, as per State Grid Code and Supply Code requirements which shall be weekly in case of Generators / Sellers and monthly in case of purchasers. Any change in Multiplication factor / CT / PT ratio setting shall also be recorded. The downloaded data in the form of CD and hardcopy printout alongwith a statement of consumption as recorded by Main, Check Special Energy Meter, duly authenticated by concerned Licensees shall be sent to SLDC for preparation of UI Energy Account.

10.4 **Unscheduled Interchange (UI) Energy Accounting:**

Open Access power consumption and UI energy account under Open Access in case of Open Access customers shall be prepared by SLDC based on ABT meter data downloaded by distribution licensee in line with State Grid code requirement and daily schedule as released by the NLDC/NRLDC or obligation reports issued by the concerned power exchange after taking in to account the losses. SLDC will upload the data in their web site for provisional billing & shall prepare Weekly UI energy account in case of generators / sellers and Monthly UI energy account in case of purchasers for adjustment of OA power & UI in the energy bill for the succeeding month by Distribution Licensees for final adjustment.

10.5 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 it’s area, UI 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.

10.6 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.

10.7 The UI mechanism, UI charges and its payments will be in line with the prevailing Open Access Regulations, as applicable for Open Access customers.

10.8 STU will organise periodical testing of the ABT meter at Consumer(s) premises for its Accuracy / calibration, clock time synchronization etc. as per the State Grid Code.

10.9 The special Energy Meter / Interface meters at Open Access Customers premises shall be open for inspection by any authorized person of STU/Enforcement wing of Distribution Licensees.

11.0 **CHARGES FOR OPEN ACCESS**

The Short Term Open Access Customer shall pay the following charges for Open Access as notified by DERC Regulations and as determined by DERC in its Regulations/ tariff order from time to time.

**A Transmission and Wheeling charges**

Transmission and wheeling charges shall be leviable as determined by DERC. The charges will be levied on the quantum in MWH cleared by the concerned SLDC for bilateral transactions and National Load Despatch Centre (NLDC) in case of collective transactions. Provided that when the capacity has been reserved consequent to bidding, the Open Access charges will be taken as determined through bidding.

Wheeling charges where a dedicated distribution system has been constructed for exclusive use of Open Access customer, the wheeling charges for such open access customer dedicated system shall be worked out by the Distribution Licensee(s) and got approved from the DERC, which shall be borne entirely by such open access customer till such time the surplus capacity is allowed & used for other customer (s) or purposes.

**Note: The Wheeling charges for wheeling of Non Conventional Source, power shall be governed as per the provisions for generation from Non Conventional Energy Sources.**

**B. Cross Subsidy Surcharge**

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 customers (except those availing power from their captive power plants) based on the actual energy consumed during the month through open access.

**C. Additional Surcharge**

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.

**D. Scheduling & System Operation Charges**

The scheduling and system operation charges @Rs.2,000/- (Rupees Two thousand only) per day or part of the day for each transaction , as notified by the Commission , shall be recovered from short-term open access customers.

In case of collective transaction, there will be no operating charges on a day if there is no transaction on that day.

**E. UI Charges**

UI charges on account of mismatch between the scheduled entitlement and actual drawal i.e. Over drawal / under drawal in case of purchaser @ max 403 Ps/unit (UI cap rate) for under drawal and over and over drawal as per UI Regulation or over injection / under injection in case of generators for any block of time @ max 403 Ps/ unit for over Injection & For under Injection shall be computed in line with DERC (Open Access) Regulations, 2005 as amended from time to time. The rates would also be subject to change as per the time to time decision of the appropriate Commission.

**F. Reactive Energy Charges**

The payment for the reactive energy charges for the Open Access customers 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.

**G. Standby charges for drawal of power by open access customer from distribution licensee**

In cases of outages of generator supplying to open access customer 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 that in cases where temporary rate of charge is not available for that consumer category, the standby arrangements shall be provided by the distribution licensee for a maximum of 42 days in a year and on payment of fixed charges of 42 days and energy charges for that category of consumer in the prevailing rate schedule:

Provided also that open access customers 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 Customer till that time customer have to pay the charges as per UI rate plus Rs 1/unit for that energy to distribution licensees. The stand by charges for the power availed by the Open Access Customer beyond the notice period would be the maximum rate of purchase excluding Liquid Fired Generation or UI Rate including penalty applicable to the concerned Discom or contracted rate whichever is higher is to be paid to Distribution Company.

**H miscellaneous CHARGES**

In addition to the above charges, the Utilities who are authorized to installed meters for Open Access Customer are entitled to recover charges from the customer as under:-

a) Estimated cost of ABT Meter =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 customer.

**I. Energy Losses:**

The STOA Customer shall bear the losses as under:-

**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), as notified from time to time.

**2) Intra-State Open Access:**

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

Note: The Energy losses shall also be applicable to Non Conventional Fuel Source based Generators.

**I. Any Other charges**

Any other charges/taxes determined/levied by the Delhi/Central Govt. or Commission

from time to time.

**12.0 Billing & Payments:**

12.1 The monthly bill towards net power by Open Access customer shall be raised by Distribution Licensees duly taking into account the Open Access power and UI amount payable to the customer based on the energy account prepared by SLDC.

12.2 The monthly bills 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 in case of purchasers and weekly in case of sellers. The STOA customer shall make payments as raised in the bills, by due date through electronic transfer (RTGS/NEFT) or Bank Draft drawn in favour of Manager (OA)/ SLDC payable at Delhi.

Note: Payments/recoveries towards UI / Imbalance charges in case of over injection or under injection by the generators/sellers and non consumers of STU shall be paid or realized by the Distribution licensee against the bill to be raised based on the energy account supplied by SLDC.

12.3 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.

12.4 No part payment shall be accepted.

Provided that in the event of an error in bill being admitted the amount of error shall be adjusted by the authority in the next bill rendered to the customer after settlement of the difference or dispute by the Competent Authority.

12.5 Late payment surcharge

In case the payment of any bill for charges payable under DERC(Open Access) Regulations, 2005 is delayed by an open access customer 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 1.25% per month or part thereof shall be levied.

12.6 Default in Payment:

a) Non-payment of any charge or sum of money payable by the open access customer under the Principal Regulations (including imbalance charges) shall be considered noncompliance of the Principal Regulations and shall be liable for action under section 142 of the Act in addition to action under section 56 of the Act. The STU or any other transmission licensee or a distribution licensee may discontinue open access after giving customer an advance notice of seven days without prejudice to its right to recover such charges by suit.

b) In case of default in payment of charges relating to the SLDC, the SLDC may refuse to schedule power to the defaulting open access customer and direct the licensee concerned to disconnect such customer from the grid.

**13.0 Collection and Disbursement of Charges:**

13.1 In case of collective transactions through power exchange, the customer shall pay applicable charges toward open access transaction to SLDC through concerned power exchange.

In case of bi-lateral interstate transactions, the charges are collected and remitted by concerned RLDC. In case of intrastate transactions, customer shall pay Open Access charges (i.e. SLDC operation, transmission and wheeling charges) directly to SLDC.

13.2 The cross subsidy charge and additional surcharge shall be payable directly to the distribution licensee in whose area of supply the consumer availing open access is located, against the monthly bill raised by Distribution Licensees

13.3 The Scheduling and Operation charges shall be payable to SLDC

13.4 The reactive energy charges as determined by DERC shall be paid to the distribution licensee in whose area of supply the consumer availing open access is located.

13.5 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 will apply.

13.6 All the charges except charges mentioned at Sr. no.13.2 & 13.4 in first instance will be collected by SLDC directly or through RLDC/Exchange. The transmission and wheeling charges as received by SLDC shall be remitted to STU & Distribution licensees respectively, within 15 days of its receipt by SLDC.

**14.0 Payment Security Mechanism**

14.1 In case of short term Open Access (other than the consumers of the licensee), the applicant for open access will open an irrevocable and revolving Letter of Credit (L.C.) in favour of the Distribution Licensee responsible for collection of applicable charges for the estimated amount of various charges for a period of two months as per prescribe format ST-8.

14.2 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.

i) The L.C. shall be opened in a Scheduled Bank mutually agreed between customer and the distribution licensee.

ii) The L.C. shall be valid for at least three months beyond the entire duration of the transaction.

iii) The L.C shall be opened before commencement of Open Access transaction.

iv) The LC shall be operated by the Licensees in case of default in payment.

v) All costs/expenses/charges associated with L.C. shall be borne by the applicant/customer.

**15.0 Redressal Mechanism**

All disputes and complaints relating to open Access shall be referred to the Commission. However, the disputes and complaints regarding metering and billing etc. shall be first referred to the Commercial and Metering Committee constituted under the State Grid Code. The Committee shall investigate and endeavor to resolve the grievance within 30 days; and if the Committee is unable to redress the grievance, it shall be referred to the Commission by the Committee or the Open Access Customer.

**16.0 Curtailment Priority**

16.1 The State Load Despatch Centre 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 will, as soon as practicable, intimate in writing to the customer the reasons therefor.

16.2 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 medium term transactions, which shall be 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 customers of a particular

category.

16.3 In case of curtailment of the approved schedule by the State Load Despatch Centre, transmission and wheeling charges shall be payable pro-rata in accordance with the curtailed schedule.

16.4 The SLDC Operating charges, as specified under the relevant provisions of DERC (Open Access) Regulations, 2005 as amended from time to time, will be payable irrespective of curtailment, if any.

16.5 However, the concerned Nodal Agency should ensure that Non Conventional Energy Source based generator where are mainly Must Run Plant should be tried to be scheduled first so that the generation from such Non Conventional Sources does not affect.

**Annxure-2**

**ACTIVITY CHART SHOWING TIME LINES FOR SHORT TERM OPEN ACCESS PROCESS**

**ACTIVITY**

**A)Approval of Short Term Open Access: TIME LINE**

I)Submission of Application By Consumer to SLDC 0

II)Verification of field data and Consent By PSPCL within 12 working days

III)Decision by SLDC for conditional approval within 3 working days

 **Total: 15 Working Days**

**B)INSTALLATION OF METERING EQPT:**

I)Procurement of Metering Eqpt. by Customer within 30 days

II)Testing by Authorized agency within 10 days

III)Installation at site by consumer/Dist Licensees within 10 days

IV)Testing by Dist licensees/STU & issue of Point wise within 10 days

compliance report

**C)Issue of NOC/Standing clearance/Concurrence by SLDC**

I)Submission of application 0 working day

II)First NOC/Standing clearance/Concurrence within 7 working days

III)Subsequent Monthly NOC/SC/Concurrence within 3 working

**D)Down loading of Meter data & preparation of Energy account by SLDC:**

I)Meter reading & down loading of data by Dist Licensees(on due date): 0 Hr.

(Monthly in case of Purchaser & weekly in case of Seller)

II)Submission of downloaded data to SLDC by Dist licensees/STU:within two days

III)Preparation of Energy Account by SLDC for Dist Licensees within 7 days

IV)Forwarding of UI Energy Account by Dist licensees within month

**Annexure-1**

**GUIDELINES FOR INSTALLATION OF METERING EQUIPMENTS AND ARRANGEMENTS AT THE PREMISES OF OPEN ACCESS CUSTOMERS.**

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

**A) Open Access Customer's Premises (To be complied by OA Customer)**

i) Open Access Customers 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 Dist. licensees metering. Customers 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 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 & 2 core to be used for check meter & TPT meter.

vi) The meter should be installed nearest to the CT/PT in separate room, 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. 27

xi) Open access customer (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.

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 substation.

**B) Compliance by STU**

**At Consumer end:**

i) Installation of check Meter

ii) ABT meter installed for consumers injecting & drawing power to be import/export type of accuracy class 0.2S.

**At Distribution Licensee / STU Sub Station end**

i) 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.

ii) Meters are to be installed near line bay in Sub Station Yard.

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| Formats for Short-Term |
| **FORMAT - ST1** |
| **APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS** |
|  |  | *( to be sent by customer to* ***Nodal Agency****)* |  |  |
| **To: Nodal Agency** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of Transaction: | ***< 1 month and less than 1month / day-ahead / same day >*** |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< Registration code shall be as provided by Nodal Agency >* |  |  |  |  |
|   |   |   |   |   |   |   |   |   |
| 6 | 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>* |   |   |
|   |   |   |   |   |   |   |   |   |
| 7 | 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 >* |   |
|  |  |  |  |  |  |  |  |  |
| 8 | Open Access Sought for (Period from date\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_) |
| Date | Hours | Capacity  |
| From  | To | From | To | MW\* |
|   |   |   |   |   |   |
|   |   |   |   |
| *< MW\* at point of injection>* |   |   |   |   |   |   |
| 9 | Details of PPA/PSA/MoU |
| Name & Address of parties | Date ofPPA/PSA/MoU | Validity Period | CapacityMW\* |
| Seller | Buyer | Commencement | Expiry |
|  |  |  |  |   |  |
|   |   |   |   |   |   |   |
| 10 | Details of Non-Refundable Application Fee Made |
| Bank Details | Instrument Details | Amount(Rs.) |
| Type(Draft/Cash) | Instrument No. | Date |
|   |   |   |   |   |
|  | FORMATE ST1: APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS (Page- 1 of 3) |
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|  |  |  |  | 17 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **11** | **I here by 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** |
|  |  |  |  |  |  |  |  |  |
| **12** | **Declaration** |
| **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) 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) Officer in charge of transmission substation involved in transaction.

(4) 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 >* |
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| FORMATE ST1: APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS (Page- 2 of 3) |
|   |   |   |   |   |   |   |   |   |

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| Formats for Short-Term |
| **ACKNOWLEDGEMENT** |
|  |  |  | *(for office use only)* |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS** |
| (A) *< to be filled by the customer >* |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of Transaction: | ***< 1 month and less than 1month / day-ahead / same day >*** |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< 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 customer within 24 hours on receipt of application duly filled in)* |
|  |  |  |  |  |  |  |  |  |
| **APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS** |
| (A) *< to be filled by the customer >* |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of Transaction: | ***< 1 month and less than 1month / day-ahead / same day >*** |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< 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 customer.** |  |  |  |
|  |  |  |  |  |  |  |  |  |

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

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|  |

FOR GRANT OF SHORT-TERM OPEN ACCESS (Page -1 of 3)

*FORMATS for Short-Term*

**FORMAT-ST2**

**APPROVAL FOR SHORT-TERM OPEN ACCESS**

*(to be issued by SLDC)*

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

*<’R-0’ states original approval with revision no. - zero>*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Customer Application No. | *<as provided by customer on FORMAT-ST1>* | Date |  |
| 2 | Period of Transaction | *<1 month and less than 1 month/day-ahead/same day>* |
| 3 | Nature of Customer\* | *<seller/buyer/captive user/trader(on behalf of seller/buyer/captive user)>* |

*<\* In terms of power transfer>*

|  |  |  |
| --- | --- | --- |
| 4 | Customer Name |  |
| 5 | Registration Code |  | Valid up to |  |

|  |  |
| --- | --- |
| 6 | Details of Transaction Party’s to Grid |
|  |  | Injecting Entity | Drawee Entity |
| Name of Entity |  |  |
| Status of Entity\* |  |  |
| Utility in which it is Embedded |  |  |

*<*\**In terms of ownership- State Utility/CPP/IPP/ISGS/Discom/Consumer/specify, if any other>*

|  |  |
| --- | --- |
| 7 | Details of Injecting/Drawee Connectivity with intra-State System |
|  |  | Injecting Entity | Drawee Entity |
| Name of Sub-station | Transmission |  |  |
| Distribution |
| Voltage Level | 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>*

|  |  |  |  |
| --- | --- | --- | --- |
| 8 | Open Access Sought for ( Period from date \_\_\_\_ to date \_\_\_\_) | Revision No. | 0 |
|  | Date | Hours | Capacity(MW) | MWh |
| From | To | From | To | Applied | Allotted |
|  |  |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  | Total MWh |  |

|  |  |
| --- | --- |
| 9 | Details of Bidding *<only in case of Bidding>* |
|  | Details ofIntra-State System | Date | Hours | Applicable Rate(Rs./kWh) |
| From | To | From | To |
| Transmission System |  |  |  |  |  |
| Distribution System |  |  |  |  |  |

1. The approved transaction shall be incorporated in day-ahead scheduling in accordance with the provisions of intra-State ABT. *<only in case of approval>*
2. Please submit following to SLDC with details on format [FORMAT-ST5] in the manner as specified in procedure: *<only in case of approval>*
3. SLDC Fee Amount Rs. \_\_\_\_\_\_ Due Date: \_\_\_\_\_\_
4. Security Amount Rs. \_\_\_\_\_\_ Due Date: \_\_\_\_\_\_

FORMAT-ST2: APPROVAL FOR SHORT-TERM OPEN ACCESS (Page -1 of 3)

1. 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 >*
2. 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 Signature (with stamp)**

**Date Name & Designation**

**Enclosures**

1. Schedule of payments *< only in case of approval >*
2. If any other

**Copy to along with enclosures**

1. Customer
2. Managing Director of transmission licensee involved in transaction.
3. Managing Director of distribution licensee involved in transaction or as per clause 14.8 ofprocedure.
4. Officer in charge of transmission substation involved in transaction.
5. Officer in charge of distribution substation involved in transaction.
6. Any other concerned.

FORMAT-ST2: APPROVAL FOR SHORT-TERM OPEN ACCESS (Page- 2 of 3)

|  |
| --- |
| FORMATS for Short-TermENCLOSURE 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  | Customer Application No. | *<as provided by customer on FORMAT-ST1>* | Date |   |
| 2  | Period of Transaction | ***<1 month and less than 1 month / day-ahead / same day>*** |
| 3  | Nature of Customer\* | *< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >* |
| <\* In terms of power transfer> |
| 4  | Customer Name |   |
| 5  | Registration Code |   | Valid upto |   |
|  |  |  |  |  |  |
| 6  | Tentative\* Monthly Payment Schedule for Short-Term Open Access Charges( Period: *date* to *date* ) | 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  |  |  |  | Signature (with stamp) |
| Date |  |  |  |  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-ST2: APPROVAL FOR SHORT-TERM OPEN ACCESS (Page -3 of 3) |

|  |
| --- |
| **FORMATS for Short-Term** |
| **FORMAT- ST3** |
| **CONGESTION INFORMATION AND INVITATION OF BIDDING** |
| **(to be invited by SLDC)** |
| SLDC Bidding Invitation No. \_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |
|  |  |  |  |  |  |  |  |
| 1 | Customer Application No. | <as provided by customer on FORMAT-ST1> | Date |   |
| 2 | Period of Transaction | ***<1 month and less than 1 month / day-ahead / same day>*** |
| 3 | Nature of Customer | < seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) > |
| <\* In terms of power transfer> |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid upto |   |
|  |  |  |  |  |  |  |  |
| 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 Customers |
| Sub-station with Transformation Capacity  | Electric Line/Link with Capacity  | Date | Hours |
| From | To | From | To | MW | MW |
| Intra-State Transmission System |   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
| Intra-State Distribution System |   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
| Inter-State Transmission System |   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |
| 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 Availablefor Bidding | Floor Price |
| Sub-station  | Electric Line/Link with Capacity  | Date | Hours |
| From | To | From | To | MW | Rs./kWh |
| 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  |  |  |  |  |  | Signature (with stamp) |
| Date  |  |  |  |  |  | Name & Designation |
| To: Customers with their reference’s < as provided by customers at sl.no. 1 on FORMAT-ST1 > |  |  |  |
|  |  |  |  |  |  |  |  |
| FORMAT-ST3: CONGESTION INFORMATION AND INVITATION OF SNAP BIDS (Page -1 of 1) |

|  |
| --- |
| **FORMATS for Short-Term** |
| **FORMAT- ST4** |
| **BID PROPOSAL** |
| **(to be submitted by the customer to NODAL AGENCY)** |
| **Ref: NODAL AGENCY Bidding Invitation No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |  |  |  |  |  |  |
| To: **NODAL AGENCY,** |
|  |  |  |  |  |  |  |  |  |
| 1  | Customer Application No. | *<as provided by customer on FORMAT-ST1>* | Date |   |
| 2  | Period of Transaction | ***<1 month and less than 1 month / day-ahead / same day>*** |
| 3  | Nature of Customer\* | *< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >* |
| <\* In terms of power transfer> |
| 4  | Customer Name |   |
| 5  | Registration Code |   | Valid upto |   |
|  |  |  |  |  |  |  |  |  |
| 6. In reference to above bidding invitation, I hereby submit my bid as follows: |
| Bidding Details as provided by NODAL AGENCY | Bid Priceto be Quoted by Bidder |
| Intra-State Network Corridor | Congestion Period | Margin/CapacityAvailablefor Bidding | FloorPrice |
| Sub-station | ElectricLine/Link | Date | Hours |
| From | To | From | To | MW | Paise./kWh | Paise/kWh\* |
| 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  |  |  |  |  |  |  | Signature (with stamp) |
| Date |  |  |  |  |  |  |  Name & Designation |
|  |  |  |  |  |  |  |  |  |
| FORMAT-ST4: BID PROPOSAL (Page -1 of 1) |

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

**FORM FOR THE CONSENT OF OPEN ACCESS BY DISTRIBUTION LICENSEES 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 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 asunder\*: -

1. Your firm will get installed ABT compliant special energy meter of accuracy class 0.2S at your premises at your own cost in addition to TOD meter already installed as per prescribed metering guidelines and the state grid code. You will supply copies of test report of the meter from concerned official of Dist. Licensees and installation report along with site report by STU and compliance report for completion of formalities as per metering guidelines.

2. Your firm will restrict its total demand to be within its sanctioned contract demand during non-peak load hours and during peak load restriction hrs the firm 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. No relaxation in monthly minimum charges, peak load exemption charges etc. shall be admissible against grant of this Open Access and you 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. Your firm will be liable to pay cross subsidy surcharge, additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access customers in accordance to Open Access regulations, 2005 as amended from time to time.

5. All Provisions of CERC/DERC open access Regulations as well as IEGC/State Grid

Codes shall be applicable during the duration of short term open access.

6. Your firm 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 customer is curtailed or cancelled by SLDC as per Regulation 13 of DERC (Open Access) Regulations, 2005, the embedded open access customer shall immediately reduce / stop the drawl of power thro’ open access. In case the customer continues to avail power thro’ open access corresponding to originally reserved capacity, SLDC shall suspend the NOC / Standing Clearance / Concurrence of such customer for 3 days for each day’s default. All such cases of default shall also be submitted by SLDC to the Commission.

8. In case the customer is connected to Mixed feeder, open access shall be allowed subject to the condition that the customer agree to rostering restrictions imposed by Licensees / STU on such feeders.

9. You will supply copy of the agreement signed with the traders for purchase of power through open access.

10. Your firm 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. In case of Sellers/Generators/Non Consumers of Dist Licensees shall be required to furnish a security deposit towards Open Access charges for a period of two months and UI charges for 50% of contracted power for 14 days @ Rs.8.73.unit (Amounting to Rs…………………….) in the form of irrevocable (weekly for generators/sellers) revolving self-recouping Letter of Credit (LC) valid for at least 3 months beyond the period of Open Access transaction in favour of concerned agency.

12 . ………………(Any other specific condition ) imposed by SLDC/STU/Dist. Licenses

You are 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.

Endst.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 CUSTOMER 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 office ………………………………at (*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 accessas 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 customers 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,ST/ist. Licensees 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 customer 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 OpenAccess.

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 customers 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 customer. 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) @ 1.25 % per month or part thereof on total amount of the bill. In case of non-payment of dues GM/SLDC 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 tome/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 drawls 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 redressal within stipulated period or any dispute it shall be referred to the commission

26. I/We agree that SLDC/Dist icensees reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: Designation:

Date: Seal:

Note:

1. 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 GM(SLDC),and second copy will be supplied to Dist. 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) ………………………………….

ofthe Generating station

7 Nature of use of Energy Supply to Licensees ………………………………….

/wheeling to 3rd parties /wheeling for captive use

8 Transmission capacity contracted ason (Please enclose details ofLicensees)

(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 systeminstalled for ………………………………….

communication of data toSLDC

11 Establishment in-charge of controlroom for ………………………………….

communication with SLDC

12 Details of Registration fee paid ………………………………….

13 Any other information useful forassisting ………………………………….

efficient Grid Operation (Please enclose separate

sheets for additional information )

Signature of the Authorized Officer

FORMAT-ST7-A: APPROVAL FOR SHORT-TERM OPEN ACCESS (Page -1 of 1)

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

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

(For Open Access Customer)

Sr.No. Particulars Applicant’s Details

1 Name of the Open Access Customer ………………………………….

2 Address of the Open Access Customer ………………………………….

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 Customer 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

FORMAT-ST 7-B: APPROVAL FOR SHORT-TERM OPEN ACCESS (Page -1 of 1)

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| --- |
| FORMATS for Short-Term |
| FORMAT- ST-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 the Intra State Company),* a Company registered under the Companies Act, 1956 and having Registered Office at \_\_\_\_\_\_\_\_*(Address)*, hereinafter called the `Intra State Company’ submitted open access application for intending bilateral transaction / collective transaction, inter alia for sale / trade of power of \_\_\_MW on short term basis to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Name of Trader / Buyer)* through Inter State / Intra State Open Access as per applicable relevant regulation 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 (*Name of State)* 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.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(i*n words)* equivalent to seven days billing for scheduled energy either receivable or payable determined based on quantum of sale / trade intend to scheduled through this open access transaction at rate of 105% of maximum unscheduled interchange rate applicable and equivalent to seven days of a week.

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 Center or concerned Distribution Licensees from the customer as the case may be or (the Distribution consumer), the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Forthwith on demand in writing from procurer or any officer authorized by it in this behalf at any time upto \_\_\_\_\_\_\_\_\_\_\_\_\_ *(date up to Open Access transaction + two additional months),* any amount upto and not exceeding Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(in words)* only as may be claimed by State Load Dispatch Center, Delhi by way of failure of the Open Access Customer 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 Center or (the Distribution company), the Generating company as the case may be, as to whether any money is payable by the Open Access Customer or whether the Open Access Customer has made any such default of defaults as aforesaid and the amount or amounts to which the State Load Dispatch Center 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 Center to establish its claim or claims under this Guarantee or to claim any such amount from the company in the first instance but shall pay the same to the State Load Dispatch Centre of Delhi forthwith on demand without any demur, reservation, recourse, contest or protest and / or without any reference to the intrastate company. Any such demand made by the State Load Dispatch Center on the Bank shall be conclusive and binding notwithstanding any difference between the State Load Dispatch Center and the Intrastate company or bank and Intrastate Company or pay dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank further undertake not to revoke this Guarantee during its currency except with the previous consent of the State Load Dispatch Center of Delhi 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 unless during the currency of the Guarantee all the dues of the State Load Dispatch Center under or by virtue of Open Access approval granted by SLDC of the letter of approval and subsequent accounting statement issued to intrastate company have been duly paid and its claims satisfied or discharge or the State Load Dispatch Center of Delhi certifies that the terms and conditions of said letter of open access approval and subsequent accounting statement issued by State Load Dispatch Center have been fully carried out by the intrastate company and accordingly discharged the Guarantee.

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 Center against the Intrastate company 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 Center Delhi demand or notice in writing be served on the Bank before the date of expire 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 Intrastate Company in any manner by reason or merger, amalgamation, restructuring or any extension or forbearance to the Intrastate Company 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 Center of Delhi.

The Guarantee shall be a primary obligation of the Guarantor Bank and accordingly procurer shall not be obliged before enforcing this bank guarantee to take any action in any court or arbitral proceedings against the Intrastate Company, to make any claim against or any demand on the Intrastate Company or to give notice to the Intrastate Company to enforce any security held by the procurer or to exercise, levy or enforce any distress, diligence or other process against the Intrastate Company. 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 Intrastate Company 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 State Load Dispatch Center of Delhi 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 60days thereafter).*

3 We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if procurer 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 o 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNXURE-B**

**Procedure for Long-Term Open Access**

**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 customer (hereinafter referred to as “customer”),intending to avail long-term access shall make an application on format *[FORMATLT1]* with STU in a cover marked “Application for Long-Term Open Access”.

2.1.2 In case electricity system strengthening is involved, the customer 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 customer one year in advance.

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

2.1.3 In case in the opinion of the customer, 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/- in case of system strengthening is involved with STU &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 customer.

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 repots 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 customer 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 customer 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 customer 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 customer’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 customer 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 customer, STU shall not be required to consider any further application from the same customer 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 customer, 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 customer 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 customer, 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 customer, any other transmission licensee and distribution licensee and in such event, the changes carried out by STU shall be binding on the customer, 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 customer 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 customer 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 customer 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 customer’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 thereunder;

(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 customer and concerned licensees shall furnish progress of system strengthening works on quarterly basis to each other with a copy to STU/SLDC.

(iii) The customer 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 customer and concerned licensees at least sixty days ahead of scheduled date of commencement of long-term transaction and directed the customer 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 customer 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 customer 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 customer, 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 customer 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 customer 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 customer 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 customer through bill directly raised by SLDC to Customer on monthly basis.

5.5 Based on energy account, the customer 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 customer 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 customer 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 customer 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 customer 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.

**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 customer 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 customers, 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 customer 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 open access in intra-State transmission shall be directed to the Chairman, OCC / Commercial sub committee as the case may be. 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.

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| Formats for LONG-Term |
| **FORMAT - LT1** |
| **APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS** |
|  |  | *( to be sent by customer to STU)* |  |  |
| **To: GM (Planning),DTL** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of OA sought for |  |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| 4 |  |  |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< Registration code shall be as provided by Nodal Agency >* |  |  |  |  |
|   |   |   |   |   |   |   |   |   |
|  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Electricity System Strengthening is Involved (Yes/No)** | ***< refer sub-clause 2.1.2/2.1.3 of procedure >*** |
|  |  **Registered Address**  | ***< if registered as per Companies Act 1956 >*** |
|  | **Authorized 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*** |
|  | **Fax No** |  |
|  | **Email** |  |
| *<\* In terms of Ownership-State Utility/CPP/IPP/Discom/Consumers/Specify, if any other>* |   |   |
|  | Name of Entity |  | Drawee Entity |
| Status of Entity\* |   |   |   | Injecting Entity | Drawee Entity |
| Utility in which it Embedded |   |   |   |
|  |  |  |
| 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 >* |   |
|  |  |  |  |  |  |  |  |  |
| 8 | Open Access Sought for (Period from date\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_) |
| Date | Hours | Capacity  |
| From  | To | From | To | MW\* |
|   |   |   |   |   |   |
|   |   |   |   |
| *< MW\* at point of injection>* |   |   |   |   |   |   |
| 9 | Details of PPA/PSA/MoU |
| Name & Address of parties | Date ofPPA/PSA/MoU | Validity Period | CapacityMW\* |
| Seller | Buyer | Commencement | Expiry |
|  |  |  |  |   |  |
|   |   |   |   |   |   |   |
| 10 | Details of Non-Refundable Application Fee Made |
| Bank Details | Instrument Details | Amount(Rs.) |
| Type(Draft/Cash) | Instrument No. | Date |
|   |   |   |   |   |
|  |  |
| **11** | **I here by 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** |
|  |  |  |  |  |  |  |  |  |
| **12** | **Declaration** |
| **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) 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) Officer in charge of transmission substation involved in transaction.

(4) 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 >* |
|  |  |  |  |  |  |  |  |  |
| FORMATE LT1: APPLICATION FOR GRANT OF LONG -TERM OPEN ACCESS (Page- 2 of 3) |
|   |   |   |   |   |   |   |   |   |

|  |
| --- |
| Formats for Long t-Term |
| **ACKNOWLEDGEMENT** |
|  |  |  | *(for office use only)* |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **APPLICATION FOR GRANT OF LONG -TERM OPEN ACCESS** |
| (A) *< to be filled by the customer >* |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of Transaction: |  |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< 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 LT1: APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS (Page- 3 of 3) |
| ------------------X-----------------------X---------------------X----------------------------X----------------------X--------------- |
|  |  |  |  |  |  |  |  |  |
| **ACKNOWLEDGEMENT** |
|  |
| **APPLICATION FOR GRANT OF LONG - TERM OPEN ACCESS** |
| (A) *< to be filled by the customer >* |  |  |  |  |  |
| 1 | Customer Application No: | *<self generated by Customer>* | Date: |   |
| 2 | Period of Transaction: |  |
| 3 | Name of Customer\* | *< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user >* |
| *<\* In terms of power transfer>* |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 4 | Customer Name |   |
| 5 | Registration Code |   | Valid up to |   |
| *< 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 customer.** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| FORMATE LT1: APPLICATION FOR GRANT OF LONG-TERM OPEN ACCESS (Page- 3 of 3) |

|  |
| --- |
| **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) ………………………………….

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 (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

FORMAT-LT2-A: APPROVAL FOR LONG-TERM OPEN ACCESS (Page -1 of 1)

|  |
| --- |
| **FORMATS for Long -Term** |
| **FORMAT- LT-2B** |

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

(For Open Access Customer)

Sr.No. Particulars Applicant’s Details

1 Name of the Open Access Customer ………………………………….

2 Address of the Open Access Customer ………………………………….

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 Customer 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

FORMAT-LT2-B: APPROVAL FOR LONG-TERM OPEN ACCESS (Page -1 of 1)