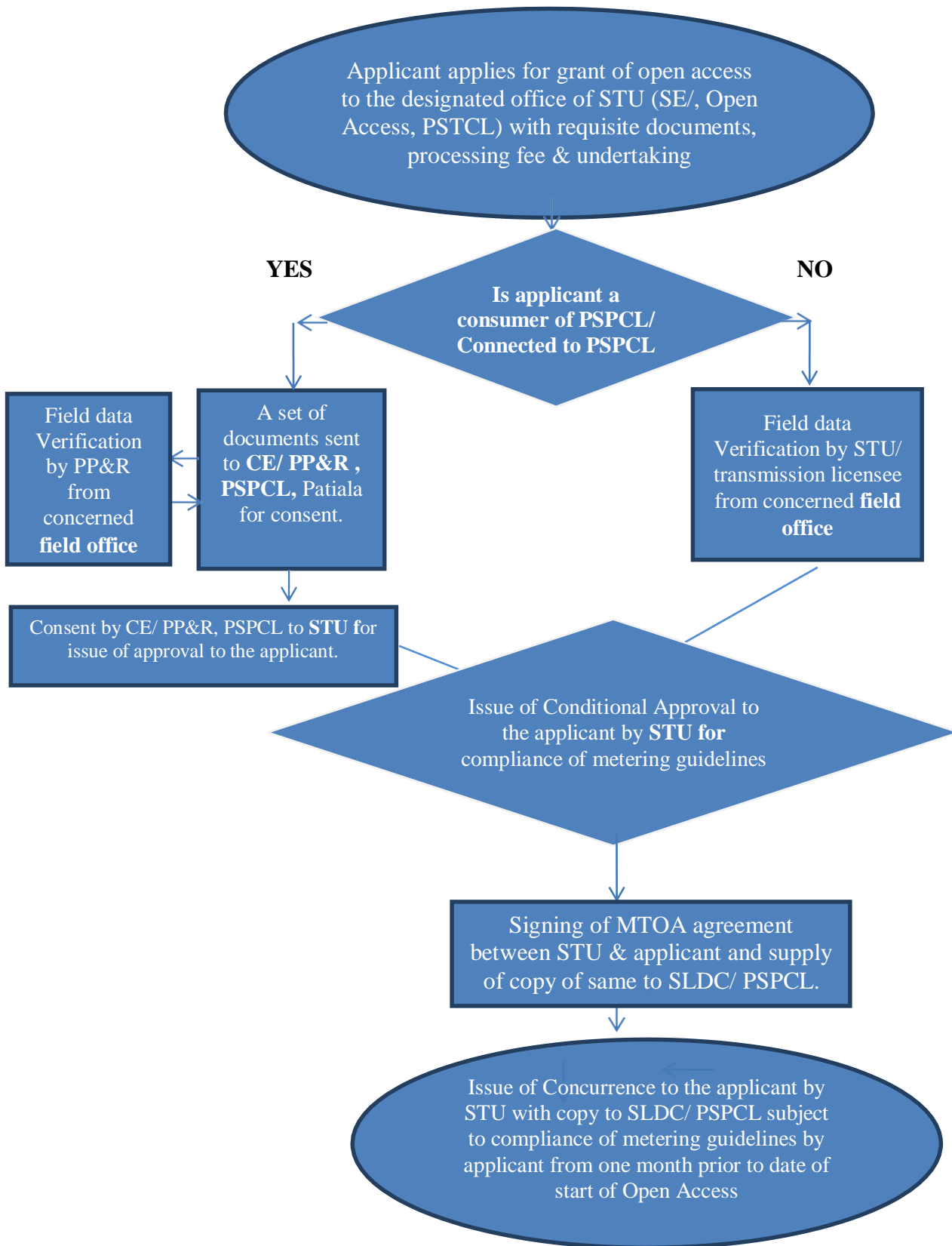


**FLOW CHART FOR GRANT OF MEDIUM TERM OPEN ACCESS**



<b>ACTIVITY CHART SHOWING TIME LINES FOR MEDIUM TERM OPEN ACCESS PROCESS</b>
--

**ACTIVITY****A) Approval of Medium Term Open Access:****TIME LINE**

I) Submission of Application by Applicant to STU (PSTCL)

0

II)

Case	Location of Consumer/ Drawal Point	Location of Seller/Injection Point	Consent and verification of field data by PSPCL*	MTOA Application processing time of STU (PSTCL)	Total MTOA Application processing time
1.	Distribution licensee (PSPCL)	Distribution licensee (PSPCL)	15 days	5 days	20 days
2.	Distribution licensee (PSPCL)	STU (PSTCL)	15 days	25 days	40 days
3.	STU (PSTCL)	STU (PSTCL)	15 days	5 days	20 days
4.	STU (PSTCL)	Distribution licensee (PSPCL)	15 days	5 days	20 days

*\*In case of Customers, who are neither consumers of PSPCL nor connected to Distribution System, STU/ Transmission Licensee shall verify field data within 15 working days*

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

I) Meter reading &amp; down loading of data

: on due date.

II) Submission of manually downloaded data to SLDC by licensee : within 7 working days

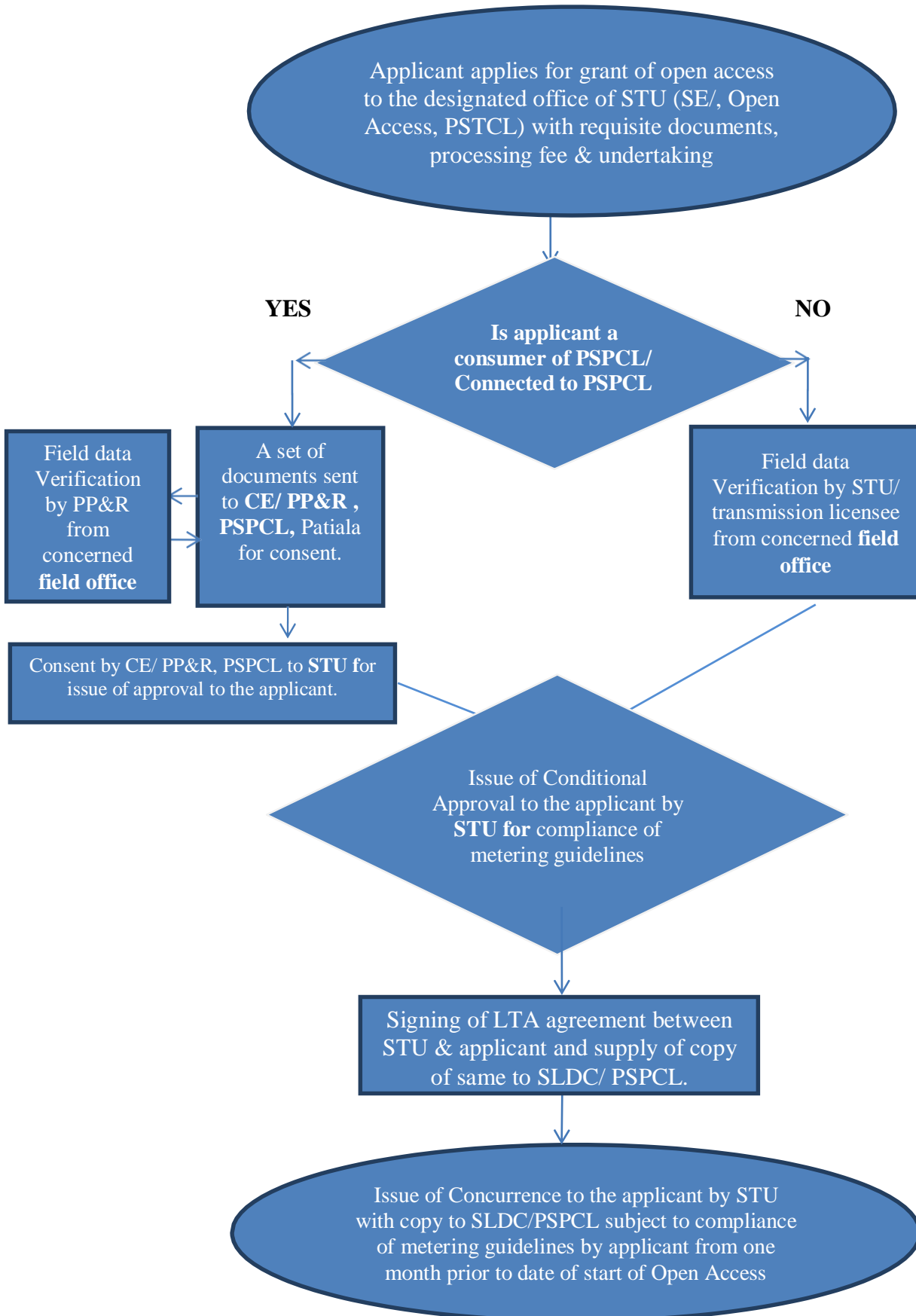
III) Preparation of Energy Account by SLDC for PSPCL Nodal Office

within 7 working days

IV) Forwarding of Deviation Settlement Energy Account by PSPCL nodal office to CBC (for consumers of PSPCL):

within 15 days

**FLOW CHART FOR GRANT OF LONG TERM ACCESS**



<b>ACTIVITY CHART SHOWING TIME LINES FOR LONG TERM ACCESS PROCESS</b>
---

**ACTIVITY****A) Approval of Long Term Access:****TIME LINE**

I) Submission of Application by Applicant to STU (PSTCL)

0

II)

Case	Location of Consumer/ Drawal Point	Location of Seller/Injection Point	Consent and verification of field data by PSPCL*	LTA Application processing time of STU (PSTCL)	Total LTA Application processing time
1.	Distribution licensee (PSPCL)	Distribution licensee (PSPCL)	15 days	5 days	20 days
2.	Distribution licensee (PSPCL)	STU (PSTCL)	15 days	<b>105 days</b> (if augmentation of transmission system is not required) /	<b>120 days</b> (if augmentation of transmission system is not required) /
3.	STU (PSTCL)	STU (PSTCL)		<b>135 days</b>	<b>150 days</b>
4.	STU (PSTCL)	Distribution licensee (PSPCL)		(if augmentation of transmission system is required)	(if augmentation of transmission system is required)

*\*In case of Customers, who are neither consumers of PSPCL nor connected to Distribution System, STU/ Transmission Licensee shall verify field data within 15 working days*

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

- I) Meter reading & down loading of data : on due date
- II) Submission of manually downloaded data to SLDC by licensee: within 7 working days
- III) Preparation of Energy Account by SLDC for PSPCL Nodal Office within 7 working days
- IV) Forwarding of Deviation Settlement Energy Account by PSPCL nodal office to CBC (for consumers of PSPCL) within 15 days

**PUNJAB STATE TRANSMISSION CORPORATION LTD.****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 equipment including ABT compliant special energy meters (SEM) of accuracy class 0.2S/0.2 and connecting arrangements for metering of open access customers in line with the provisions of State Grid Code and CEA Metering Regulations, as amended from time to time.

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

- i) Open Access Customers injecting power in to PSPCL/PSTCL 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 shall be exclusively used by SLDC/PSPCL for Deviation Settlement purpose metering. Customers may install any additional meter with separate CTs/PTs.
- iv) CTs of 0.2S and 0.2 accuracy class are to be installed where CT output is 5A (in case of 11 kV) and 1A (in case of 33/66/132/220 kV) 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/PTs are to be provided in line with the CEA (Installation and Operation of Meters) Regulations 2006 as amended from time to time.
- vi) The meter should be installed nearest to the CTs/PTs in separate room, with easy/ free access by PSPCL/PSTCL staff.
- vii) All connecting cables from CT/PT to meters should be routed through conduit pipe duly welded.
- viii) Un-climbable fencing around metering, CTs, PTs area is to be provided which will be sealed by PSPCL/PSTCL.
- ix) Use of only single ratio metering CTs will be allowed. Multi ratio CTs are not to be used in any case.

- x) Metering CTs/PTs bottom plate needs to be welded after testing/installation at site.
- xi) Open access customer is required to provide two communication channels at his own cost for communication of metering data to SLDC control room.
- xii) Customers who have already installed CTs/PTs without witness/checking by the licensee (i.e. PSPCL) shall get the same tested in the presence of representative of the licensee. The CTs/PTs may be got tested from PSPCL or NABL accredited lab.
- xiii) Meter is not to be installed in the control room of customer's substation.
- xiv) Provision for remote downloading of ABT meter data should be available.
- xv) In case of non-consumers of distribution licensee, ABT compatible Standby meter (import/export type of accuracy class 0.2S) shall also be provided by the customer at grid sub-station end of distribution/ transmission licensee.

**B) Compliance by licensee (i.e. PSPCL)**

**At Customer end:**

- i) TPT meter installed for consumers of distribution licensee injecting & drawing power to be import/export type of accuracy class 0.2S.

**At PSPCL/PSTCL 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. CTs/PTs provided shall have two metering cores.
- ii) Meters are to be installed near line bay in Sub-Station Yard.

**APPLICATION FORM FOR GRANT OF INTRA-STATE MTOA/ LTA FOR  
PURCHASE/ SALE/ WHEELING OF POWER**

1	Name of the Applicant applying for Medium Term Open Access/ Long Term Access	
2	Address for correspondence _____	
	Authorized Contact Person (Name & Designation _____, Phone _____, Fax _____, Mobile No. _____ E-mail ID _____)	
3	<b>Applicant Details</b>	
(i)	<b>Nature of applicant:</b> Normal Generator (other than captive)/ Captive Generator/ Consumer/ Electricity Trader/ Distribution Licensee/ Others	
(ii)	<b>For Non-Consumers</b>	
	Whether Connectivity with transmission/distribution system of PSPCL/PSTCL (mention power transfer capacity approved)	YES/NO
(iii)	<b>For Consumers of distribution licensee:</b>	
	Details of Large Supply Connection	
	Account Number	
	Name of Sub-Division	
	Name of Division	
	Sanctioned Load	
	Contract Demand	
	Supply Voltage	
	Category of Feeder Supplying Power	
(iv)	<b>For Generating Stations:</b>	
	Details of Generating Unit/ CPP (including address, Total Capacity & Type of Fuel used) a) Whether connectivity available b) Single Line Diagram & metering details	
	Copy of feasibility clearance/PEDA clearance/CEI report, as applicable	
4	<b>Quantum of Power to be Purchased/ Sold/ Wheeled (MW)</b>	
(i)	At <b>Injection/ Drawal</b> Point	
(ii)	At State Boundary (after adjusting T&D Losses of Punjab)	
(iii)	At Regional Boundary (after adjusting losses of NR) (Peak & Non-Peak quantum to be purchased should be individually specified for non-consumers)	

5.	<p><b>Period of MTOA/ LTA Transaction</b></p> <p>(i) <b>From date</b> (For MTOA: not earlier than 5 months and not later than 2 years from the last day of the month in which application has been received) (For LTA: not earlier than one year from the last day of the month in which application has been received)</p> <p>(ii) <b>To Date</b> (For MTOA: 3 months to 5 years from the date from which MTOA is required) (For LTA: exceeding 7 years from the date from which LTA is required)</p>		
6.	<b>Injecting Utility/ Drawee Utility /Transaction Details:</b>		
(i)	<p>Details at point of <b>injection/ drawal from intra-state transmission system.</b></p> <p>(i) Name of utility/party (ii) Voltage Level (iii) Point of <b>injection/ drawal</b> (Name of PSTCL Sub Station) (iv) Single line diagram &amp; metering details at <b>injection/ drawal</b> point</p>	Sub-Division Division Sub-station	
(ii)	<p>Details at point of <b>injection/ drawal in distribution system.</b></p> <p>(i) Name of Operation Zone of PSPCL in whose distribution system power to be drawn. (ii) Voltage Level. (iii) Point of <b>injection/ drawal</b> (name of Sub-Station) (iv) Single Line Diagram &amp; metering details at <b>injection/ drawal</b> point</p>	Sub-Division Division Sub-station	
(iii)	<b>Transaction Details</b>	<b>Injecting Entity</b>	<b>Drawee Entity</b>
	<p><b>Name of Entity/Utility</b> <b>Name of Entity/Utility in which it is embedded</b> <b>Concerned State /Region</b> <b>Applied Route (From injection point to drawal point ):</b> <b>If re-routing to be considered, please specify the alternate Route(s):</b> <b>Voltage Level (KV) of connectivity:</b></p>		
7.	Attach authenticated Copy of PPA/ agreement for sale/ purchase of power indicating sale/purchase price		



8.	<p>Details of Application Fee: ( DD/Bank Receipt issued in the name of applicant in case cash/ cheque transfer into account of AO/ARR to be attached)</p> <p>(i) Name of Bank</p> <p>(ii) RTGS/NEFT details /DDNo. &amp; Date/ Details of Bank Receipt in case of cash/ cheque transfer into account of AO/ARR</p> <p>(iii) Amount</p> <p>(iv) In favour of</p> <p>v) Payable at Bank</p>
9.	<p>Details of Bank Guarantee (<b>To be provided by LTA customers in line with Sr.No. 14.2 of Procedure for Medium Term Open Access &amp; Long Term Access</b>):</p> <p>Amount (in Rs.)</p> <p>Bank Name</p> <p>Period of Validity</p>

It is hereby certified that

- a) The provisions of PSERC (Terms & Conditions for Intra-state Open Access) Regulations, 2011, and corresponding MTOA & LTA procedures with respect to MTOA/LTA transactions in interstate/intrastate transmission / wheeling, as amended from time to time are hereby understood and would be binding.
- b) The applicant hereby agrees to keep PSTCL, PSPCL & SLDC indemnified at all times and undertakes to defend and save PSTCL, PSPCL & SLDC harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
- c) Total sale/purchase of power (under LTA+MTOA+STOA) will not exceed .....MW at customer grid for which Open Access has been allowed by STU.
- d) That the applicant has not been declared insolvent or bankrupt or having outstanding dues against him for two months or more of billing of any transmission or distribution licensee.
- e) That the applicant (non-consumer of licensee) agrees to provide requisite Letter of Credit (LC) as per Sr.No. 14.1 of Procedure for Medium Term Open Access & Long Term Access and in line with the provisions of PSERC Open Access Regulations 2011, as amended from time to time, after signing of MTOA/LTA AGREEMENT.
- f) That the applicant (non-consumer of licensee) agrees to submit security deposit as per the provisions of the PSERC Open Access Regulations 2011, as amended from time to time and to provide requisite Letter of Credit (LC) as per Sr.No. 14.3 of Procedure for Medium Term Open Access & Long Term Access and in line with the provisions of PSERC Open Access Regulations 2011, as amended from time to time, after signing of MTOA/LTA AGREEMENT.

- g) The provisions of the "Procedure for Intra-State Medium Term Open Access & Long Term Access" issued by PSPCL/PSTCL are hereby agreed to.

**Authorized Signatory**

(Signatures)

Open Access Customer

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

Designation:

Seal:

**Enclosures:**

As per Clause 3.2 of "Procedure for Intra-State Medium Term Open Access & Long Term Access"

RECEIPT: To be filled in by the Open Access office:

Date and Time of receipt of application:	Sr No.:	Initials of receipt clerk.
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## Appendix-II B

Suggested format of Board Resolution for Authorized Signatory/ Authority Letter  
(On Company/ Firm Letterhead)

Type of Company/ firm: Proprietary/ Partnership/ Individual/ Pvt. Ltd./ Ltd./ Unlimited/ Co-Op/ PSU/ Corporation/ Family Business/ HUF etc.

*(Tick/ specify whichever applicable)*

CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS/  
BOARD OF DIRECTORS OF Name of the Company/Firm HELD ON dated AT THE  
REGISTERED OFFICE OF THE COMPANY/ FIRM AT  
Address

OR

I Name, SOLE PROPRIETOR OF THE COMPANY/ FIRM Name of the Company/ Firm, HEREBY DECLARE AS UNDER:-

OR

We Names, PARTNERS OF THE COMPANY/ FIRM Name of the Company/ Firm, HEREBY DECLARE AS UNDER:-

AUTHORITY TO EXECUTE DOCUMENTS TO BE SUBMITTED BY THE COMPANY/ FIRM TO THE  
SLDC PSTCL AND PSPCL FOR VARIOUS TRANSACTIONS OF SALE/ PURCHASE/ WHEELING/  
Term-Ahead/ BILATERAL etc. OF POWER THROUGH MEDIUM TERM OPEN ACCESS/ LONG  
TERM ACCESS.

“RESOLVED THAT Sh. Name, S/o Father'sName, resident of  
Address employed as Designation, whose specimen signatures are attested here under:

Attested signatures of Authorized signatory

Name of Authorized Signatory	Designation	Specimen Signature
		1. _____
		2. _____
		3. _____

be and are hereby authorized to sign/execute and submit all the necessary papers, letters, agreements, documents, writings, submissions etc. to be submitted by the company to Punjab State Transmission Corporation Limited (PSTCL) & Punjab State Power Corporation Limited (PSPCL) as may be required for day-to-day transaction, operation and correspondence. The acts done and documents shall be binding on the company/ firm, until the same is withdrawn by giving written notice thereof.”

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by designated Director/ Member/ Company Secretary/ Sole Proprietor/ Partner/ MD/ CMD/ Chairman/ Owner of the company be furnished to the O/o SE/ Planning & Communication, PSTCL, Patiala and such other parties as may be required from time to time in connection with the above matter.

Certified true copy

For (Name of the Company/ Firm)

Name:

Signature:

(Signature of designated Director/ Member/ Company Secretary/ Sole Proprietor/ Partner/ MD/ CMD/ Chairman/ Owner with the seal/ rubberstamp of the company/ firm)

Designation:

Seal/ Rubber Stamp

*(In case Owner/ Sole Proprietor/ Partner/ Chairman/ CMD/ MD authorizes himself, Affidavit in this regard on Rs.25/- stamp paper, attested from Notary Public is required)*

**(Board Resolution to be attested by Company Secretary/ C.A. in case of companies)**

**UNDERTAKING/ AFFIDAVIT TO BE FURNISHED BY THE CUSTOMER FOR  
INTRA-STATE MEDIUM TERM/ LONG TERM PURCHASE/SALE OF POWER  
UNDER OPEN ACCESS**

(On non-judicial stamp paper of Rs.50/- duly attested by Notary Public)

In the matter of filing application to Punjab State Transmission Corporation Limited., for grant of Medium Term Open Access/ Long Term Access.

I.....(Name).....S/o Shri .....(Father's name)... working as ..... (Post)..... in .....(name of the Company).....,having its registered office at ..... (address of the company)..... and works office at..... (address of the company)....., do solemnly affirm and say as follows:

- (i) I am the.....(Post)..... of .....(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
- (ii) I submit that M/s.....(name of the company/ firm)..... is a registered company/ firm.....(Public Ltd/Pvt. Ltd./partnership)..... Registered under Companies Act/ Partnership Act. Under the Article of Association of the Company/ Partnership Deed and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of PSERC, the company/ firm can file the enclosed application.
- (iii) I submit that all the details given in the enclosed application for grant of Medium Term Open Access/ Long Term Access alongwith necessary documents are true and correct and nothing material has been concealed thereof.
- (iv) I further 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 the TPT meter already installed for consumers of PSPCL as per prescribed metering guidelines, State Grid Code and Centre Electricity Authority Metering Regulations, 2006, as amended from time to time. I/ We will supply copies of test report of the meter from ME Lab of PSPCL/NABL accredited lab alongwith and installation report & site report (ECR) by concerned field office of PSPCL/ PSTCL and compliance report for completion of formalities as per guidelines from concerned Sr. Xen of field office of PSPCL/ PSTCL.
  2. I/we will get installed Single Ratio CT/PT unit with at least two metering cores and with accuracy class 0.2/ 0.2s in line with the metering guidelines approved by Hon'ble PSERC. I/we will make sure that the metering infrastructure/ system satisfies all the requirements laid by SLDC, PSTCL & PSPCL read along with the Metering Guidelines approved by Hon'ble PSERC in Intra State STOA Procedures, State Grid Code, CEA (Installation and Operation of Meters) Regulations, 2006 with subsequent amendments, CEA "Functional Requirements for Advanced Metering Infrastructure" and provisions in SAMAST (Scheduling, Accounting, Metering & Settlement of Transaction in

electricity) report issued by FOR technical committee (as & when implemented) and other Regulations/ guidelines issued by PSERC/ CERC from time to time.

3. I/ We will provide facilities /equipment for communication / transfer of metering parameters to SLDC control room on real time basis through two independent channels for monitoring purpose, which will be provided at our own cost The ABT meters Further, the ABT meters will have Automatic Meter Reading (AMR) facility by installing modem and GPRS enabled SIM and their successful integration with the SCADA/ AMR system installed at Punjab SLDC, enabling the facility of remote as well as manual downloading of ABT data.
4. I/We will get installed ABT compliant Standby meter (import/export type of accuracy class 0.2S) at grid sub-station end of distribution/ transmission licensee (Applicable only for non-consumers of distribution licensee).
5. In case of manual downloading of ABT data, I/We shall co-ordinate with PSPCL / PSTCL regarding final joint meter reading as per the schedule agreed upon between them. I shall provide Common Meter Reading Instrument (CMRI) for downloading of data of ABT meters to concerned field offices of PSPCL/PSTCL and shall also pay applicable fee, levied by PSPCL/PSTCL for data downloading of non-consumers.
6. In order to communicate with SLDC & any of such upcoming distribution control centres (DCCs) of PSPCL, I/We will set up a round the clock (24x7) control room at my/our end and communicate real time power purchase data through fax/telephone to control room of SLDC as well as distribution licensee (PSPCL).
7. I/We will be responsible to ensure healthiness of metering equipment during the validity of open access concurrence and will inform the office of SE/ Open Access, SLDC, PSTCL, Patiala about defect/ change in metering equipment with 24 hrs of such defect coming to notice/ change of metering equipment. In absence of timely receipt of such information from me/us, I/ We will be responsible for any loss to PSPCL/ PSTCL on this account. I/We will also obtain permission of PSTCL/SLDC before applying for replacement of metering equipment (ABT meter(s) /CT/PT).
8. While availing MTOA/LTA, I/We will be liable to pay applicable MTOA/ LTA Charges (Transmission, Wheeling & SLDC Operating Charges) and any other charges to concerned billing agency, as approved by Hon'ble PSERC for Open Access customers in Open Access Regulations/ Tariff Orders, within due date.
9. 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 PSERC Open Access regulations, 2011, as amended from time to time.
10. I/ We agree to accept that the Scheduling and Imbalance/ Deviation Settlement Mechanism shall be in accordance with the appropriate Regulations/ Codes/ Guidelines issued by Hon'ble PSERC. The allocation and disbursement of UI /Deviation / Imbalance Charges shall also be in line with PSERC Regulations & Guidelines issued from time to time.
11. I/We will also bear the applicable charges for standby power and applicable penalty for exceeding standby quantum, as per Standby Power agreement executed with PSPCL, if any (Applicable for non-consumers of Distribution Licensee).

12. I/ We agree to furnish an irrevocable, unconditional and revolving Letter of Credit in favour of the agency responsible for collection of Transmission, Wheeling, SLDC Operating Charges & Deviation/ Imbalance Charges for the estimated amount of various charges for a period of two months in accordance with the provisions in Regulation 37 of OA Regulations, 2011, as amended from time to time , at least one month before the commencement date of MTOA/ LTA in line with Sr. No. 14.1 & 14.3 of Intra State MTOA & LTA Procedures approved by Hon'ble PSERC (**applicable only for Non Consumers of PSPCL**).
13. Any other applicable charges subsequently decided/ approved by PSERC/ CERC for Open Access Customers in future, shall also be borne by me/us.
14. 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.
15. I/We will make all payments associated with Medium Term Open Access/ Long Term Access to the concerned billing agency up to 3.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) as per the provisions of OA Regulations, 2011 as amended from time to time . In case of non-payment of dues, STU reserves the right to cancel concurrence for Open Access.
16. 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 (PSERC/CERC) from time to time.
17. 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 (Power from PSPCL+OA power) admissible as per sanctioned Contract Demand or as per the directives of Hon'ble PSERC/ provisions in the Tariff Order issued by Hon'ble PSERC for that financial year (Applicable only for consumers of distribution licensee).
18. I/We will restrict our power purchase under open access keeping in view the power cuts/regulatory measures imposed by PSPCL/ PSTCL on feeders supplying power to our unit. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per Concurrence is curtailed or cancelled by SLDC as per Regulation 41 of PSERC Open Access Regulations, 2011, as amended from time to time, I/We shall immediately reduce/stop the drawal of power thro' open access failing which SLDC may suspend the Concurrence for 3 days for each day's default.All such cases of default shall also be submitted by SLDC to the commission.
19. I/ We shall ensure that aggregate quantum transacted (purchased + wheeled) by me/us under Open Access (LTA+MTOA+STOA (Collective+ Bilateral) in each time block of 15 minutes shall not exceed the quantum for which Concurrence will be granted.
20. I/We shall ensure that there is no other contract for sale/ purchase of the same power, other than that, for which Open Access concurrence has been applied.
21. I/We will ensure that the Medium Term open Access (MTOA) /Long Term Access (LTA) approval shall not, in any case, violate the terms and conditions of the PPA(s) signed by us with any other agency.
22. I/We undertake that Medium Term Open access/ Long Term 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, PSPCL/PSTCL for more than two months.
  - iii. Feeder status falling under ineligible category for grant of Open Access.
  - iv. Withdrawal of consent by SLDC/PSTCL due to debarred for open access as per Regulation 31(5) of PSERC Open Access Regulations, 2011, due to unauthorized open access power transaction or due to any technical/operational constraints.
23. I/We agree that SLDC shall have the right to deny us scheduling of power in case of:-
    - i. Default in payment of Open Access Charges (Open Access Charges/ Deviation / Imbalance Charges) by us.
    - ii. In Case of non-Compliance of instructions of SLDC issued in line with Open Access Regulations/ Grid Code issued by PSERC/CERC.
    - iii. In case of unavailability/defect in metering equipment.
    - iv. In case of System Constraint.
  24. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the PSTCL /PSPCL 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/PSTCL/PSPCL.
  25. 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 PSPCL/ PSTCL.
  26. I/We agree to rostering restrictions imposed by PSPCL/PSTCL on our feeders (Applicable only for customers connected to Category-II mixed industrial feeder, with no agricultural load on the feeder).
  27. 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 us to SLDC.
  28. 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).
  29. I/We will abide by the provisions of the State Grid Code and Open Access Regulations issued by PSERC & CERC, as amended from time to time.
  30. I/We will also furnish Daily/Monthly abstract of all power injection made by us on prescribed Performa (**Appendix-IV of Intra-State MTOA/ LTA Procedure**). This information will be supplied for all the days for which Concurrence will be sought by us (customer) and granted by PSTCL, including the days when no power is scheduled by us, indicating power scheduled as zero for that day, duly authenticated by our authorized signatory in the prescribed Performa.
  31. I/We will fulfill my/our RPO as per Punjab State Electricity Regulatory Commission (Renewable Purchase Obligation and its Compliance) Regulations, 2011.
  32. I/We will apply for Concurrence/Consent for purchase of power through MTOA/ LTA transaction (minimum 5 months for MTOA/ one year for LTA) before the commencement of transaction in line with the prevailing Open Access Regulations/ Procedures.
  33. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /PSPCL/PSTCL from time to time.

34. I/We may surrender the capacity allotted to me/us by serving a notice to PSTCL (Chief Engineer/SLDC, Ablowal, Patiala)/ RLDC as per PSERC/CERC Regulations, if I/We are unable or not in position to utilize the full or substantial part of the capacity allotted to me/us. In case our capacity has been reduced or cancelled or surrendered, I/We shall bear Open Access charges as per prevalent CERC/PSERC open access Regulations.
35. I/We undertake to co-ordinate with concerned officials of PSPCL/PSTCL to ensure meter data reading/downloading as per fixed schedule
36. I/We undertake to maintain grid discipline and ensure the energy drawals as per the energy scheduled at the delivery point.
37. 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 by the Committee or the Open Access customer. Further, I/We agree to accept the decision of appropriate commission (CERC/PSERC)/ Commercial & Metering Committee and to bear any loss to PSPCL/ PSTCL incurred on account of misrepresentation/ concealment of facts by me/us.
38. I/We agree that PSPCL/PSTCL reserves their right to amend the above terms and conditions within the prescribed Regulatory framework with prior approval of the Commission.
39. I/ We agree to pay the cost towards modifications/alterations to the infrastructure of PSTCL/PSPCL, if any, for providing connectivity.
40. I/We shall seek prior approval of SLDC/PSTCL) in case of any increase of load, changes in connectivity or physical interconnection.
41. I/We shall abide by the relevant Regulations/Codes/Rules/Guidelines/Directions of PSERC/CERC/CEA/RLDC/SLDC in vogue for connection/protection and smooth operation of the Grid.
42. Any commercial implication on account of PSERC & CERC regulations as well as operational constraints/ requirements, reactive power compensation, etc. as per policy decisions of PSPCL/PSTCL at any stage, shall be binding on me/us and shall be borne by me/us.
43. I/We agree that relinquishment of LTA shall be in line with the provisions of PSERC (Terms & Conditions for Intra-state Open Access) Regulations, 2011, as amended from time to time read along with CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, as amended from time to time.
44. I/We shall provide to SLDC, STU (PSTCL) and/or to PSPCL such information that may reasonably be required to perform its functions and exercise its powers under the Act.
45. I/We shall comply with the directions of SLDC and STU issued under the Act.
46. I/We shall co-operate with PSPCL/PSTCL and with the SLDC for the efficient and coordinated operation of the power system in the State.
47. I/We will comply with the metering guidelines/ requisite formalities before the commencement of LTA, failing which SLDC shall deny scheduling of open access transactions for the period till the metering guidelines/ formalities are complied with.
48. I/We will comply any additional conditions imposed by PSTCL/PSPCL.

Authorized Signatory

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

Designation:

Place:



Date:

Seal:

Note: i) The undertaking is to be signed by the applicant/consumer on each and every page. Two set of the undertaking are to be furnished to this office. One copy will be retained in the office of SE/Open Access, PSTCL, Patiala, and second copy will be supplied to CE/PP&R, PSPCL, Patiala, while operationalizing the Open Access.

ii) Copy of Board resolution/Power of Attorney/ authority letter in favour of authorized signatory to be attached (preferably as per Appendix-VIII).

**PROFORMA FOR BANK GUARANTEE  
(For LTA applicants/ customers)**

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No.....  
Dated .....

To  
M/s Punjab State Transmission Corporation Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

In consideration of the Punjab State Transmission Corporation Ltd. (hereinafter referred to as "PSTCL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to transmission/SLDC/ to .....having its registered office at \_\_\_\_\_(hereinafter referred to as the "LTA customer/ applicant" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS it has been agreed by the LTA applicant that in case of failure /delay in abiding various terms and conditions required as per PSERC (Terms & Conditions for Intra-state Open Access) Regulations, 2011,on the subject, PSTCL shall have the right to collect at the rate of Rs. 10,000/MW (Rupees Ten Thousand only/MW) for total scheduled injection by LTA Applicant.

AND WHEREAS as per the PSERC (Terms & Conditions for Intra-state Open Access) Regulations, 2011, LTA applicant is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees... ) as a security for fulfilling its commitments to PSTCL as stipulated under Clause 16(2) of PSERC Regulations.

And whereas \_\_\_\_\_Bank, a body incorporated under the \_\_\_\_\_law, having its branch office at \_\_\_\_\_and its Registered/Head Office at \_\_\_\_\_hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay PSTCL on demand any and all monies payable by the LTA customer/ applicant to the extent of..... as aforesaid at any time upto .....\*\*..... (days/month/year) without any demur, reservation, context, recourse or protest and/ or without any reference to the LTA customer/ applicant.

Any such demand made by PSTCL on the Bank shall be conclusive and binding notwithstanding any difference between PSTCL and .....or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of PSTCL and further agrees that the guarantee herein contained shall continue to be enforceable till PSTCL discharges the guarantee.

PSTCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the LTA APPLICANT. PSTCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA APPLICANT, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between PSTCL and the LTA APPLICANT or any other course or remedy or security available to PSTCL. The Bank shall not be released of its obligations under these presents by any exercise by PSTCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of PSTCL or any other indulgences shown by PSTCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that PSTCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA customer/ applicant and notwithstanding any security or other guarantee PSTCL may have in relation to the LTA customer/ applicant's liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding \_\_\_\_ year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this.....day of.....20\_\_at.....

WITNESS

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
Official Address)	(Designation with Bank Stamp)

Name & Signatures of Attorney  
as per Power of Attorney No. ....  
Date .....

NOTES:

1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

**Punjab State Power Corporation Ltd.**

CERTIFICATE TO BE SUBMITTED BY THE CONCERNED SR XEN/ADDL SE/DS  
PSPCL

Ref No of CE/PP&R-----

Name Of Division	
Name of the Sr. Xen/Addl. SE	
Name of the applicant seeking Open Access	
Address	
Account Number	
Name of Feeder	
Category Of feeder	
Duly attested single line diagram of the feeder	
Connected Load (MW)	
Contract Demand (MVA)	
No of Agriculture connections on the feeder	
Outstanding dues against the consumer/ applicant for more than two months billing	
Detail of stay granted by any Court/Forum/Ombudsman, if any	
Accuracy Class and Ratio of CT and PT installed at the OA customer's premises	
Sr.Nos. of ABT Meters installed at OA customer's premises	
Remarks about healthiness of Metering Equipment (ABT Meters and CT/PT unit)	
Any other remarks	

Signature with Seal of the SR XEN/Addl. SE DS

No \_\_\_\_\_ Date \_\_\_\_\_

**SAMPLE LETTER FOR CONDITIONAL APPROVAL FOR  
GRANT OF MEDIUM TERM OPEN ACCESS/ LONG TERM ACCESS**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Memo No. \_\_\_\_\_/SO/OA

Dated:

**Sub: Grant of Open Access for purchase/sale/ wheeling of power by \_\_\_\_\_ A/c  
No. \_\_\_\_\_.**

This refers to your application received in this office on dated \_\_\_\_\_ for grant of Medium Term Open Access/ Long Term Access for Purchase/Sale/ Wheeling of power.

The Medium Term Open Access/ Long Term Access for purchase/sale/wheeling of upto \_\_\_\_\_ MW power is hereby allowed, as requested by you, from \_\_\_\_\_ to \_\_\_\_\_ in line with the provisions of PSERC (Terms & Conditions for Intra-state Open Access Regulations), 2011, as amended from time to time, as per terms & conditions accepted by you and subject to compliance of metering guidelines/ requisite formalities, in line with the Undertaking (Appendix-II C) submitted by you alongwith the application.

You are requested to furnish requisite documents for signing of MTOA/LTA AGREEMENT in line with the prevailing procedures and regulations.

This approval is subject to compliance of metering guidelines and formalities before the commencement of MTOA/LTA, failing which the approved date of start of open access shall deemed to be extended from the actual date of compliance of metering guidelines, as verified by STU. In such cases, SLDC shall deny scheduling of open access transactions for the period till the metering guidelines are complied with by the MTOA/ LTA customer.

This issues with the approval of competent authority.

S.E./Open Access,  
PSTCL, Patiala.

Endst.No. \_\_\_\_/SO/OA

Dated \_\_\_\_\_

Copy of the above is forwarded to Chief Engineer/PP&R (Open Access), PSPCL, Patiala w.r.t. his office memo no. \_\_\_\_\_ dated \_\_\_\_\_ for further necessary action.

S.E./Open Access,  
PSTCL, Patiala.

CC:

SE/ Planning & Communication, PSTCL and Concerned SE/ DS, PSPCL, SE/ Enforcement, PSPCL, SE/ME Lab, PSPCL, Sr.Xen/CBC, PSPCL, Sr.Xen/ DS, PSPCL/Sr.Xen/P&M, PSTCL as the case may be.

**On Non Judicial Stamp Paper of Rs. 300**

**MEDIUM TERM OPEN ACCESS (MTOA)/ LONG TERM ACCESS (LTA) AGREEMENT**

**BETWEEN**

.....

**AND**

**PUNJAB STATE POWER TRANSMISSION CORPORATION LTD.**

This MTOA/ LTA Agreement hereinafter called the “Agreement” entered into on dated \_\_\_\_\_, between **PUNJAB STATE TRANSMISSION CORPORATION LIMITED**, a Company incorporated under the companies Act, 1956 and wholly owned by Government of Punjab, having its registered office at PSEB Head Office, The Mall, Patiala – 147001. (hereinafter called “PSTCL” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and ..... Ltd, having its regd. office at ..... (hereinafter called “Open Access Customer or OA customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the second part.

And whereas Punjab State Transmission Corporation Limited is a company wholly owned by the Govt. of Punjab and was established with a view to develop the State grid to ensue transmission of power within and across the different regions of Punjab on more scientific, efficient and economic basis.

And whereas the OA customer is a \_\_\_\_\_ as per the provisions of EA 2003

and desirous to avail Medium Term Open Access (MTOA) /Long Term Access (LTA) in accordance with detailed Inter State Procedures of Central Transmission Utility approved by Hon'ble CERC under CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, as amended from time to time, Punjab State Electricity Regulatory Commission (PSERC) (Terms and Conditions of Intra state Open Access) Regulations, 2011, as amended from time to time and Electricity Act 2003 for transfer of MW Power from the respective place of generation to the places of delivery for Captive/ non-captive use, as per the following details:-

**Injection Consumer / Company**

**Name** :  
**Location** :.....,District ....., State .....  
**Transmission / Distribution Licensees** :  
**Capacity (MW)** :

**Drawee Consumer / Company (ies)**

**Name** :  
**Location** : ..... ,District .....,State .....  
**Transmission/Distribution Licensees(s)** :  
**Sanctioned Load (MW)/ CD (MVA)** :

**AND**

Whereas in accordance with aforementioned Regulations, Procedures and conditions/ guidelines specified by the PSERC from time to time, Medium Term Open Access/ Long Term Access for purchase of up to MW power is being allowed by PSTCL to the OA customer through Intra-State Transmission Network of PSTCL from dated \_\_\_\_\_ upto dated \_\_\_\_\_.

Now, therefore, inconsideration of above and the covenants in this Agreement, PSTCL and the Open Access Customer enter into an agreement as set forth hereunder:

**1. FOLLOWING CONSTITUTES THE INTEGRAL PART OF THIS AGREEMENT**

- i. Application for Grant of NOC for Medium Term Open Access/ Long Term Access submitted by Open Access Customer.
  - ii. Terms and Conditions agreed to by the OA customer while applying for MTOA/ LTA in undertaking submitted along with MTOA/ LTA application.
  - iii. PSPCL consent letter issued to PSTCL for grant of MTOA/ LTA to OA Customer.
  - iv. PSTCL conditional approval offer to OA Customer.
  - v. Acceptance by OA customer for abiding and complying with the terms and conditions for availing Long Term Access mentioned in PSTCL's conditional approval offer.
  - vi. PSERC (Terms & Conditions for Intra-State Open Access) Regulations, 2011 as amended form time to time.
- 2.** Open Access Customer shall execute separate agreement with Distribution Licensee for stand by supply to meet the outage contingency of generating unit supplying electricity, with copy to PSTCL.
- 3.** The transmission of power would be subject to opening/enhancing irrevocable revolving letter of credit by OA customer (non-consumer of licensee) to cover charges for the estimated amount for a period of two months for the Transmission charges, Wheeling Charges, SLDC Operating Charges & Deviation/Imbalance charges, for timely payment. The operation of LC shall not be dependent on the recoupment of the amount by OA customer

The supply of power would be coordinated by SLDC.

**4. TARRIF AND TERMS AND CONDITIONS**

The tariff applicable to OA customer would be the tariff of the transmission system of PSTCL and distribution system of PSPCL in the State of Punjab as approved by PSERC from time to time.

The transmission charges and wheeling charges for the total State Transmission & Distribution System and SLDC Operating Charges and other applicable charges shall be calculated on monthly basis and shall be leviable to each beneficiary as per PSERC (Terms and Conditions of Intra state Open Access) Regulations, 2011 and Tariff Order(s) of PSTCL & PSPCL.

In addition to transmission/Wheeling charges, the Open Access Customer agrees to make payment of other charges (i.e. SLDC Operating Charges & UI/Deviation/ Imbalance charges, Reactive Energy Charges and any other charges approved by PSERC). The SLDC Operating Charges shall be calculated on monthly basis and shall be leviable to OA Customer as per PSERC (Terms and Conditions of Intra state Open Access) Regulations, 2011 and Tariff Order(s) of PSTCL, whereas the UI/Deviation/Imbalance charges, Reactive Energy Charges and any other charges shall be calculated and levied to the OA customer as per the PSERC (Terms and Conditions of Intra state Open Access) Regulations, 2011, State Grid Code, IEGC and other relevant Regulations and Procedures approved by PSERC/ CERC .

## **5. ENERGY LOSSES**

The energy losses of Intra-State transmission system shall be adjusted in proportion to the energy drawl by the open access customer in accordance with Tariff Order for PSTCL for the respective Financial Year, approved by PSERC.

## **6. CONCERNED BILLING AGENCY**

The following Agencies are responsible for Billing & Collection of various Open Access charges (and corresponding LC for estimated amount of these charges):-

1. State Transmission Utility (STU) (i.e. PSTCL)for Transmission charges
2. State Load Despatch Centre (SLDC) for SLDC Operating Charges
3. The Deviation/ Imbalance Charges and Reactive Energy Charges in respect of consumers of distribution licensee shall be paid/ realized by the distribution licensee in whose area of supply the consumer availing open access is located. Whereas the Deviation/ Imbalance Charges and in respect of non-consumers shall be paid/ realized by SLDC via. payment to/ from State Pool Accounts.

Any other applicable charges related to PSPCL (i.e. Standby Charges, Cross-Subsidy Charges, Additional Surcharge, Voltage Surcharge etc.) shall be billed by PSPCL separately. The charges for installation/testing of metering equipment and downloading of meter data shall be collected by the concerned agency/Licensee (PSTCL/PSPCL).

## **7. STATE ENERGY ACCOUNTS**

It is specifically agreed between the parties that OA customer shall accept without any reservation and condition the State Energy Account issued by SLDC. OA customer shall accept and make full payment to concerned billing agency for transmission charges and SLDC Operating Charges in respect of the bills raised on this basis. Any change in the State Energy Account methodology by SLDC shall also be binding on all concerned.

## **8. ESTABLISHMENT OF LC AND PAYMENT OF BILLS**

- a. Accounts wing of concerned billing agency, shall present bills for transmission, wheeling and SLDC Operating charges on monthly basis. The bills for UI/ Deviation/ Imbalance Charges, Reactive Energy Charges and any other charges to open access customer shall be raised in line with the prevailing Open Access Regulations and Procedures approved by PSERC/CERC. In



event of any revision in Regional Energy Account issued by NRPC & State energy account issued by SLDC, concerned billing agency shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.

- b. Payment of bills shall be made by Open Access customer through RTGS/ NEFT or Demand Draft in favour of Accounts Officer of concerned billing agency, payable at Patiala, in line with the prevailing Intra State MTOA & LTA procedures approved by Hon'ble PSERC.
- c. Further the OA Customer (non-consumer of licensee) will open an irrevocable revolving Letter of Credit (LC) equivalent to estimated amount of various charges for a period of two months in favour of Accounts Officer of concerned Agency in line with the prevailing Intra State MTOA & LTA procedures approved by Hon'ble PSERC, with validity of 12 months atleast one month before commencement of Open Access transaction. The LC shall be renewed annually atleast thirty (30) days prior to its expiry and LC charges shall be borne by the respective Open Access customers.
- d. The bills of Concerned Agency (PSPCL/ PSTCL/ SLDC) shall be paid without any deductions.
- e. All costs/expenses/charges associated with the application, including demand draft and LC etc. shall be borne by the OA customer.
- f. No Interest shall be payable on aforesaid security deposits.
- g. In case of Letter of Credit is not established or maintained by the Open Access customer the same shall be considered as default the Open Access granted by PSTCL shall stand cancelled.
- h. ENCASHMENT / DISCHARGE OF LC

The Letter of Credit (LC) will be encashed/ drawn by the concerned agency (PSTCL/ SLDC/PSPCL) in case the OA customer defaults on payment of charges billed by that concerned agency.

In case any request for exit the power transfer is received after signing of the MTOA/LTA AGREEMENT agreement and submission of LC, any adjustment of LC shall be carried out after expiry of the MTOA/ LTA term.

- Concerned Agency shall not make any drawal before the 30th day after Due Date.
- If at any time, such Letter of Credit amount falls short of the specified amount, the concerned OA customer shall restore such shortfall within seven (7) days.
- The amount of Letter of Credit shall be revised in case of revision of Transmission & Wheeling Charges and SLDC Operating Charges by Hon'ble PSERC.

- The respective scheduled bank issuing the Letter of Credit will intimate Concerned Agency, in writing regarding establishing of Letter of Credit.
- In case of drawal of the Letter of Credit by the Concerned Agency in event of default in payment by OA customer, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- All charges relating the Letter of Credit shall be borne by the OA customer.
- If any OA customer fails to pay any Bill Amount or part thereof within and including the 30th day after Due Date, then, unless an Bill Dispute Notice is received by Concerned Agency alongwith documentary evidence, the Concerned Agency may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the concerned OA customer, an amount equal to the Bill Amount or part thereof plus Late Payment Surcharge, if applicable, in accordance with the provisions of PSERC (Terms & Conditions for Intra-State Open Access) Regulations, 2011, as amended from time to time, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
  - a) a copy of the Bill, which has remained unpaid/ partially paid by such OA customer;
  - b) a certificate from the Concerned Agency to the effect that the Bill at item (a) above, or specified part thereof, is in accordance with the Procedure/ Regulations and has remained unpaid/ partially paid beyond the thirtieth (30th) day after Due Date; and
  - (c) Calculations of applicable Late Payment Surcharge, if any.

Provided that the failure on the part of the Concerned Agency to present the documents for encashment of the Letter of Credit shall not attract any Late Payment Surcharge on the concerned OA customer.

There shall be no restriction on the number of times Letter of Credit may be utilized under the terms of the relevant Letters of Credit, provided that concerned agency shall not be entitled to utilize Letter of Credit, for an amount in excess of the amount due for payment as per the Agreement and remains outstanding on that date.

Payment security mechanisms specified above are intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.

## **9. Late payment surcharges :**

In case the payment of bills of Open Access charges by the customer is delayed beyond due date, late payment surcharge in accordance with the OA Regulations, 2011 as amended from time to time shall be levied. The late payment surcharge amount shall also be payable along with the next bill.

In case OA customer fails to make payment of the amount due to them within 60 days of issue of Invoice, the MTOA/ LTA granted shall be discontinued by PSTCL due to non- payment of Transmission, Wheeling & SLDC operating charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of EA 2003.

- 10** The OA customer shall not relinquish or transfer its rights and obligations specified in the Agreement, without prior approval of PSTCL and subject to payment of compensation, as determined in the PSERC (Terms and Conditions of Intra state Open Access) Regulations, 2011.

## **11 METERING**

The Meters shall be provided and governed as per the PSERC State Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006, as amended from time to time. The Ownership of Meters, Standards, Meter failure or discrepancies, Calibration and periodical testing of the meters installed shall be as per the PSERC & CEA Regulations. The Meter related accessories like CT and PT shall also be as per the said regulations.

The OA Customer shall provide facilities/equipment for communication/transfer of metering parameters to the SCADA system of SLDC control room on real time basis through two independent channels for monitoring purpose, which will be provided at own cost. Further, the ABT meters installed at drawal point will have Automatic Meter Reading (AMR) facility by installing modem and GPRS enabled SIM and their successful integration with the SCADA/ AMR system installed at Punjab SLDC, enabling the facility of remote as well as manual downloading of ABT data. The Integration includes configuration of modem at drawal points and configuration of ABT meter and SIM in AMR system at SLDC end.

## **12 SCHEDULING BY SLDC**

The Open Access Customer will submit schedule for drawl point to SLDC and shall comply with all directions issued by SLDC/STU in respect of scheduling and control of net drawl as per the schedule approved by SLDC.

Scheduling, Accounting and Settlement of LTA transactions, other terms & conditions shall be as per the provisions of State Grid Code/ Regulations issued by PSERC from time to time.

- 13** All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 43 of the PSERC Regulations.

## **14 Effective Date and Duration of Agreement**

This agreement shall be deemed to have come in force for all purpose and intends from the date of approval given by PSTCL Dt.....and shall remain operative upto Dt..... provided this agreement is may be mutually extended, renewed or replaced by another agreement on such terms

and conditions for such further period of time as the parties may mutually agree.

- 15** If any of the terms and conditions of the PPA/ Agreement of OA customer with beneficiaries/ Seller differs from the corresponding specific provision of this Agreement then terms and conditions of this Agreement shall prevail.

Further, In case of contradiction between any clause of this agreement vis-à-vis the Open Access Regulations, 2011, State Grid Code, or any other relevant Regulations/Codes/Rules of PSERC/CERC, the provisions of the Regulations /Codes/ Rules shall prevail.

## **16. AMENDMENTS**

Any amendments made by the appropriate authorities in Open Access Regulations/Procedures of PSERC/CERC, Grid Codes and the Electricity Act-2003 shall be binding.

## **17. COMPLIANCE OF GRID CODES AND OPEN ACCESS REGULATIONS**

Both the parties agree to comply with the provisions of Punjab Grid Code, Indian Electricity Grid Code, PSERC and CERC Open Access regulations in force from time to time for use of Transmission System of PSTCL. The compliance of these documents shall remain supreme, over and above any other guidelines, procedures and agreements.

## **18. TRANSMISSION PERFORMANCE STANDARDS**

Both the parties agree that all equipment connected to the State Transmission System shall be of such design and construction to enable the PSTCL to meet the requirement of performance standards as specified in Grid Codes for the concerned inter-connection points. The Open Access Customer connected to State Transmission System shall ensure that their loads do not cause violation of these standards.

## **19. UNFORESEEN CIRCUMSTANCES**

Open access on the transmission system shall be subject to transmission and distribution system constraints. The provision of Open access shall remain suspended during such period at the absolute discretion of PSTCL and no compensation whatsoever on the account shall be made.

## **20. FORCE MAJEURE**

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is 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 beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other

party to this effect. Transmission/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

## **21. INDEMNIFICATION:**

The Open Access customer hereby agrees to keep PSTCL, PSPCL & SLDC indemnified at all times and undertakes to indemnify defend and save PSTCL, PSPCL & SLDC harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.

## **22. DEFAULTS & TERMINATION**

- I. In the event of defects in metering and communication system resulting in failure to communicate real time data flow to SLDC, defaults in bills payment and or defaults in compliance to the terms & conditions of Open Access Regulations/Procedures approved by PSERC/, time to time and conditions mentioned in this agreement, PSTCL shall serve a notice to remedy the defects/defaults & in case of failure to remedy the defaults/defects within a period of 30 days, open access shall stand suspended until the defects/ defaults are remedied. During the period open access remains suspended, the open access customer shall be liable to pay the applicable open access charges as if he was availing the approved quantum of open access and/ or in terms of CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and PSERC (Terms & Conditions for Intra-State Open Access) Regulations, 2011, as amended from time.
- II. Any change in the terms & conditions of open access notified by the commission shall have the overriding effect on the provisions of this agreement to the extent of their applicability.

## **23 Jurisdiction**

Hon'ble PSERC and the Courts of Patiala shall have exclusive jurisdiction in all matters under this Agreement.

In witness whereof both the parties have executed this Agreement through their authorized representatives.

**Witness**

**PUNJAB STATE TRANSMISSION CORPORATION LIMITED**

**1. For and on behalf of**

**2. For and on behalf of PSTCL**

Chief Engineer/ P&M,  
PSTCL, Ludhiana

**Note:** The terms & conditions accepted by the Open Access Customer in the Undertaking (Appendix-II C of MTOA/LTA Procedure) shall be signed separately by the Open Access Customer along with this MTOA/LTA agreement.

**"NOC/ CONCURRENCE for Intra-state MTOA Transaction"**  
**VALID FROM TO**

NOC/ Concurrence ref. No. \_\_\_\_\_

Date \_\_\_\_\_

- 1 Name of the STU issuing Concurrence Punjab State Transmission Corporation Ltd. (PSTCL)
- 2 Name of the Entity/Applicant \_\_\_\_\_
- 3 Status of Entity  
(e.g. State Utility/CPP/IPP/Consumer/ Discom etc.) \_\_\_\_\_
- 4 Point(s) of Connection  
  - Injecting Utility \_\_\_\_\_
  - Drawee Utility \_\_\_\_\_
- 5 Max. MW ceiling allowed for Injection\* \_\_\_\_\_
- 6 Max. MW ceiling allowed for Drawal\*  
(\* SLDCs may specify different MW ceilings for different time blocks, if required.) \_\_\_\_\_
- 7 Validity Period: From: \_\_\_\_\_ To \_\_\_\_\_

## 8. Transmission losses

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		

## 9. Transmission charges

	Whether Applicable or not (Yes/No)	Rate (Rs./ MW/Month)
State Transmission charges		
Distribution Licensees (wheeling) charges		
Any other charges	Operating charges	

**Declaration:**

It is hereby certified that:

- a) We provide Concurrence to seeking and availing Open Access by \_\_\_\_\_ through Bi-lateral as specified above, in accordance with applicable Regulations of PSERC.
- b) We have the required infrastructure for energy metering and time block wise accounting is in place. The State Transmission/Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission/Wheeling Charges for the use of State Transmission/Distribution Licensee network and Operating Charges for the State Load Despatch Centre shall be directly billed and collected from the applicant on monthly basis by the concerned Nodal agency.
- d) Any mismatch between the Scheduled and Actual drawal/injection for the Intra-State Entity shall be determined by SLDC and will be covered in the Intra State Deviation Settlement accounting scheme, or as applicable.
- e) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- f) Any change in the contents of the Consent shall be conveyed to the party to whom the Concurrence was given.
- g) The MTOA customer shall ensure that aggregate quantum transacted (purchased + wheeled) in each time block of 15 minutes for all the Open Access Transactions (LTA+MTOA+STOA (collective + bilateral)) shall not exceed the quantum for which Concurrence is granted.

Note: - Validity of this Concurrence is from \_\_\_\_\_ to \_\_\_\_\_.

Place : Patiala

Date :

SE/Open Access,  
, PSTCL, Patiala.

To

SE/SLDC (Op.), PSTCL, Ablawal, Patiala.  
SE/ Planning & Communication, PSTCL, Patiala.  
SE/PR(Open Access), PSPCL, Patiala

**"NOC/ CONCURRENCE for Intra-state LTA Transaction "**  
**VALID FROM TO**

NOC/ Concurrence ref. No. \_\_\_\_\_

Date

\_\_\_\_\_

- 1 Name of the STU issuing Concurrence Punjab State Transmission Corporation Ltd.
- 2 Name of the Entity/Applicant \_\_\_\_\_
- 3 Status of Entity  
(e.g. State Utility/IPP/Consumer/ Discom etc.) \_\_\_\_\_
- 4 Point(s) of Connection  
  - Injecting Utility \_\_\_\_\_
  - Drawee Utility \_\_\_\_\_
- 5 Max. MW ceiling allowed for Injection\* \_\_\_\_\_
- 6 Max. MW ceiling allowed for Drawal\*  
(\* SLDCs may specify different MW ceilings for different time blocks, if required.) \_\_\_\_\_
- 7 Validity Period: From: \_\_\_\_\_ To \_\_\_\_\_

## 8. Transmission losses

	Whether Applicable or not (yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		

## 9. Transmission charges

	Whether Applicable or not (Yes/No)	Rate (Rs./ MW/Month)
State Transmission charges		
Distribution Licensees(wheeling) charges		
Any other charges	SLDC Operating charges	

**Declaration:**

It is hereby certified that:



- a) We provide Concurrence to seeking and availing Open Access by \_\_\_\_\_ through Bi-lateral as specified above, in accordance with applicable regulations of PSERC.
- b) We have the required infrastructure for energy metering and time block wise accounting is in place. The State Transmission/Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission/Wheeling Charges for the use of State Transmission/Distribution Licensee network and Operating Charges for the State Load Despatch Centre shall be directly billed and collected from the applicant on monthly basis by the concerned agency.
- d) Any mismatch between the Scheduled and Actual drawal/injection for the Intra-State Entity shall be determined by SLDC and will be covered in the Intra State Deviation Settlement accounting scheme, or as applicable.
- e) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- f) Any change in the contents of the Consent shall be conveyed to the party to whom the Concurrence was given.
- g) The LTA customer shall ensure that aggregate quantum transacted (purchased + wheeled) in each time block of 15 minutes for all the Open Access Transactions (LTA+MTOA+STOA (collective + bilateral)) shall not exceed the quantum for which Concurrence is granted.

Note: - Validity of this Concurrence is from \_\_\_\_\_ to \_\_\_\_\_.

Place : Patiala

Date :

SE/Open Access,  
PSTCL, Ablowal, Patiala.

To

SE/SLDC (Op.), PSTCL, Ablowal, Patiala.  
SE/ Planning & Communication, PSTCL, Patiala.  
SE/PR (Open Access), PSPCL, Patiala

**Appendix-IV****DAILY POWER INJECTION REPORT**

Name of Generator

Open access ID No.

Date

Time Period (Hrs.)		Energy (kWH)		Power (MW)		Reason For
From	To	Scheduled	Injected	Scheduled	Injected	Under Injection
0	1					
1	2					
2	3					
3	4					
4	5					
5	6					
6	7					
7	8					
8	9					
9	10					
10	11					
11	12					
12	13					
13	14					
14	15					
15	16					
16	17					
17	18					
18	19					
19	20					
20	21					
21	22					
22	23					
23	24					
<b>Average</b>						

Date &amp; Time Sent

Authorized Signatory of Open Access Customer

To

- a. SE/Open Access, SLDC, PSTCL
- b. SE/PR (Open Access), PSPCL

Note: The said report may also to be sent through Email at [se-opac@pstcl.org](mailto:se-opac@pstcl.org)