

Terms and conditions for Intra-State Short Term Open Access (Third Party Sale)

1. All the HT consumers shall be eligible for Intra-State Short term open access transactions as per TNERC regulations /Orders in force.
2. The generator shall be permitted for third party sale through Short Term Intra State Open Access after honoring all their existing commitments if any.
3. The generator shall submit the applications from their HT Consumers accompanied by a non-refundable application registration fee of Rs.1000/- (Rupees one thousand only) per HT consumer in the form of DD in favour of **"TANTRANSCO Collection Account", Payable at Chennai** along with Format I & II with the complete details of their sanctioned load, restricted load, Base Demand, Base Energy, required power on open access, connectivity details, metering arrangement, agreement between the buyer and seller along with concurrence (NOC) from SE/EDC concerned.
4. The quantum of power to be purchased by the HT consumer both inter state (collective transaction and bilateral transaction) and intra state short term open access transactions together shall not exceed their sanctioned demand at any time.
5. The STOA agreement shall be executed by Open Access Customer as per TNERC Open Access Regulations and orders in force and as amended from time to time. Whenever a new agreement is executed the existing agreement will automatically become invalid.
6. The Open Access Customer shall pay all the applicable open access charges, Security Deposit as per prevailing TNERC Open Access Regulations and orders in force and as amended from time to time.
7. In case the consumer draws power from grid, but the generator does not generate the power during that period or injects/supplies less than the committed power, the HT consumer shall pay the R&C penal charges until R&C measures are lifted. If the R&C measures are lifted, the HT consumer shall pay the Grid availability Charges as per TNERC /TANGEDCO orders.

8. Any additional charges that may be approved by TNERC at a later date and any waived charges by TANTRANSCO/TANGEDCO shall also be leviable, with retrospective effect or from the date as approved by TNERC or TANTRANSCO/TANGEDCO respectively.
9. The Generator shall maintain higher injection at their end to compensate the transmission and distribution loss as per TNERC open access Regulations and as amended from time to time. The Wheeled power scheduled at ex-periphery of the Generator shall be subjected to deduction of TANTRANSCO's/TANGEDCO's Transmission and distribution losses stipulated in TNERC Orders.
10. The generation over and above the committed power by the generator will not be accounted. The generator shall not inject power into grid without any contracted agreement and necessary open access approval.
11. The Generator shall give necessary day ahead schedule of the generation and wheeling quantum to the third party HT consumers, concerned SE's Distribution Circles of HT consumers & Generator and SLDC.
12. It is the responsibility of the generator to intimate their HT consumers and concerned SE/EDCs regarding their outage of plant or lesser supply of committed power by giving due schedules. Accordingly the HT consumers shall reduce their drawal.
13. The HT Consumers can use the purchased power only up to their sanctioned demand.
14. If the HT consumer does not draw the committed power due to any reasons, the generator / HT consumer will not be compensated by TANGEDCO.
15. Load shedding in view of grid security is inevitable and hence lesser (non) drawal due to load shedding or feeder tripping on protection and break down shall not be compensated.
16. The billing and energy accounting shall be done on monthly basis. The concerned SE/EDC of the generator shall allocate slot wise , HT consumer wise energy to the concerned SE/EDC of the HT consumers. Accordingly the energy shall be adjusted slot wise on first charge basis from their monthly consumption. Issues related to

Energy accounting towards generation, their own use, the HT consumers use, Penal measures and any other disputes arising in the above shall be sorted out and resolved at EDC and Regional level.

17. In case of violation of any terms and conditions and/or non-payment of any of the charges payable, the open access approval will automatically terminated and for restoration, TNERC have to be approached.
18. These conditions are in addition to other conditions as stipulated in TNERC regulations and orders in force.
19. The permitted open access customer shall furnish an undertaking to the effect that the company will strictly adhere the terms and conditions specified and indemnify TANGEDCO/TANTRANSCO for any loss or damage suffered by it by allowing wheeling to third parties under Short term open access.
20. The open access approval shall be permitted by concerned SE/EDC subject to the feasibility of TANGEDCO's instructions in force.

The above terms and conditions may be incorporated in the model Energy wheeling agreement for third party purchase issued by TNERC and this may be executed as STOA agreement for third party sale /Purchase under Intra-State Short term open access transactions.