

FORMAT - 1

APPLICATION FOR GRANT OF OPEN ACCESS

1. Application : No. Date:
2. Name of Applicant :
3. Address for Correspondence:
4. Applicant Type :
Buyer / Seller / Trader/IEX :
5. Coordinator Details : Name:
Designation:
Phone Numbers: Office: Mobile:
Fax:
E-mail id:
6. Purchaser
Third Party/ Dist. Licensee/ :
Trader/ Self Use
7. Capacity applied :
Period :
8. Injection Point Details :
Name of utility :
Voltage level :
Name of Sub-station and Feeder:
9. Drawal Point Details :
Name of users :
Voltage level :
Details : Consumer No.
Power allocated
10. Non-refundable Processing Fee: Rs. 10000/- per application.
11. Demand Draft Details : Draft No. –
In favour of –
Bank Name / Branch -

12. I do hereby authorize MSEDCL that if there is a Distribution / Transmission constraint during the period of actual operation, MSEDCL may revise the Permission as per the provisions of the "Maharashtra Electricity Regulatory Commission (Transmission Open Access / Distribution Open Access) Regulations, 2005" and the procedure laid down by MSEDCL.

13. It is hereby certified that

(a) All Utilities (including buyer, seller, trader) to the transaction shall abide by the provisions of the "Maharashtra Electricity Regulatory Commission (Transmission Open Access / Distribution Open Access) Regulations, 2005" as amended from time to time.

(b) M/s _____ have a valid license (No. _____ issued by _____ and valid up to _____) for intra-State trading and will abide by the MERC Regulations on intra-State Trading License dated _____ as amended from time to time.

(Note: This clause is applicable only in case applicant is a trader.)

(c) The Applicant hereby agrees to keep the MSEDCL/ STU/MSLDC/Transmission Licensees indemnified at all times and undertakes to indemnify, defend and save the MSEDCL/STU/MSLDC/Transmission Licensees 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 costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions under this Approval.

14. The provisions of the 'Procedures for Open Access permission to Short Term Open Access applicants' issued by MSEDCL are hereby agreed.

15. The applicant agrees to abide by the provision of The Electricity Act 2003, State Grid Code, MERC (Transmission Open Access / Distribution Open Access) Regulation, 2005 and all other regulations which are in force or shall be notified by the Regulatory Commission during course of the transaction.

16. The applicant hereby undertakes to pay all the payments including the MSEDCL rescheduling charges as and when they are due for payment as per the provisions of the procedure.

Application No:
MSEDCL

Date:

17. In case of defaults in making the payment, the MSEDCL shall be free to initiate any action against me, as deemed fit, including but not restricted to cancellation of my Open Access approvals, charging penal charges on the late payment and not considering any of my open access applications, for a period of 12 month from the time of default.

18. The applicant hereby undertakes that no other agreement for sale of power is in existence other than the agreement enclosed, for the same time and same quantum of power.

19. In case the applicant has prior approval for the transaction, he needs to provide the following details:

. Open Access Approval No. :
. Date of Approval :
. Approval W.E.F. :
. Capacity Approved : MW

(Signature of Authorised Person)

Name:
Designation:
Seal:
Place:
Date:

Enclosures:

As mentioned in clause

Copy to:

1. State Load Dispatch Centre, Airoli, Navi Mumbai.
2. Concerned Transmission Licensee.
3. Concerned Distribution Licensees, if any.

Date & Time of Receipt of Application
(To be filled in by the MSLDC)
Application

PROCEDURE FOR DISTRIBUTION OPEN ACCESS

INDEX

Sr.No.	Particulars	Page No.
1	Outline	2
2	Procedure for processing application for Dist. Open Access to the MSEDCL	2
3	Procedure for Release of Credit Notes	4
4	Banking Provisions	6
5	Commercial Conditions	6
6	Payment Security Mechanism	8
7	Distribution Constraints	9
8	Payment Security Mechanism	9
9	Special Energy meter	9
10	General	9
11	Formats (1 To 2)	

1. OUTLINE

1.1 This procedure is being issued in compliance of the directives under Clause 4 of MERC Distribution Open Access Regulation 2005 (Here after called the “Regulation”)

1.2 The detailed procedure for Open Access to the distribution system within the jurisdiction of MSEDCL is as per criteria for open access as specified in the Regulation. The eligibility to seek Open Access will be governed by the section 3 of Regulation.

1.3 The duration for grant of short term open access shall not exceed one year at a time.

1.4 Compliance with the state grid code shall be governed by section 11 of Regulation. Failure of connection or supplier to comply with State Grid Code, the MSEDCL has to right to revoke the Connection and Use of Distribution System Agreement.

1.5 The Maharashtra State Electricity Distribution Company (MSEDCL) reserves the right to review / revise / modify / amend the provisions of these procedures prospectively as and when considered necessary.

2. PROCEDURE FOR “PROCEESING APPLICATION FOR DISTRIBUTION OPEN ACCESS TO THE MSEDCL”

2.1 SUBMISSION OF APPLICATION

2.1.1 An application for seeking Open Access to the distribution system of MSEDCL shall be made for each Connection/ Metering Point and for each transaction in the enclosed format-1.

i) The MSEDCL shall convey its acceptance or otherwise to the applicant within 7 days after receipt of application.

ii) The MSEDCL shall convey its permission to the applicant within 30 days from the receipt of application, provided that while accepting the application, open access granted to any person prior thereto shall not be withdrawn.

iii) Wherever the MSEDCL rejects an application, it shall convey its reasons to the applicant in writing.

iv) The application may be rejected on account of any arrears of MSEDCL or any legal cases with MSEDCL pending in any statutory / judicial/ quasi judicial authority.

2.1.2 The completed application shall be submitted to office of the Chief Engineer (Commercial), Maharashtra State Electricity Distribution Company, Prakashgad, Plot No. G-9, Prof. Anant Kanekar Marg, Bandra (east), Mumbai- 400 051, Fax no. – +91-22-26472366.

Email id – cecomm@mahadiscom.in

2.1.3 A copy of the application shall be endorsed by the applicant to following,

- Nodal officer of MSEDCL i.e. concerned SE (O&M), MSEDCL.
- State Transmission Utility.
- Each of the transmission licensee involved in the transaction.
- Each of the distribution licensees, if any, involved in the transaction.
- Maharashtra State Load Dispatch Centre.

2.1.4 The applications under this category shall be processed only if such applications are as per prescribed format, filled-in with all required details and in accordance with this procedure/regulation.

2.1.5 The following shall be enclosed along with the application:

- i) a. Copies of LOA / MoU /PPA entered between the buyer / seller / trader.
b. Registration/ Membership details in case of purchase of power from IEX.
c. Distribution License/ Trading License, as applicable.
d. Latest HT Connection bill (last 3 months), in case applicant/purchaser is MSEDCL's consumer.
e. Non-refundable Processing fee of Rs. 10000/- per application.
- ii) If open access transaction involves Intra-State Transmission network of other Distribution licensee then applicant shall have to complete the formalities referred with permission from other Licensee and MSLDC.
- iii) Single Line Diagram showing point of injection / drawal.
- vi) The Non-refundable Processing fee of Rs. 10000/- per application shall be payable along with application to the Chief Engineer (Comm.) through Demand draft drawn in favour of "Maharashtra State Electricity Distribution Company Limited", payable at Mumbai.
- v) This Processing fee is valid for a specified application only. Any change in the Eligible consumer / injection / drawl point shall be treated as a new application and the Processing fee shall have to be paid by the applicant.
- vi) The administrative charges shall be payable as per schedule per month per application.

2.2 PROCESSING OF APPLICATION

2.2.1 Processing of application for open access capacity reservation shall be done as per clause 4 of Regulation as amended from time to time.

2.2.2 The MSEDCL shall issue approvals from the injection point to the point of drawal as identified by the applicant with copy of approval to MSLDC, STU, concerned Transmission Licensee and concerned users.

2.2.3 The Applicant shall pay the Open Access Transaction Charges (Wheeling Charge, Wheeling Loss, Transmission Charge and Transmission loss) as per MERC Orders 20.11.2007, 09.03.2009 and tariff orders issued from time to time.

2.2.4 The Applicant shall submit the transmission agreement executed with MSLDC, if applicable. i.e In case network of other Distribution Licensee is involved or transactions through Indian Energy Exchange (IEX).

3. PROCEDURE FOR RELEASE OF CREDIT NOTES

3.1 Methodology adopted to release credit notes, in case of sale of power to consumers within the area of MSEDCL

3.1.1 The Supdtg. Engineer O&M Circle (MSEDCL) will recover applicable Open Access Transaction Charges i.e. Wheeling Charges and Transmission Charges, and after deducting the applicable Wheeling loss and Transmission loss credit notes shall be released as per MERC order applicable at present Order dated 20.11.2007 & 09.03.2009 and applicable tariff orders issued from time to time.

3.1.2 The Supdtg. Engineer O&M Circle (MSEDCL) will issue the Credit Notes to respective O&M Circle office of MSEDCL for the unit adjustment TOD slot wise in the bill of respective eligible consumer to whom the power is sold.

3.2 Methodology adopted to release credit notes, in the case of Sale of Power to Other Licensee

3.2.1 The Supdtg. Engineer O&M Circle (MSEDCL) will recover applicable Wheeling charges, and after deducting applicable Wheeling loss from import unit to the grid credit notes send the same to the Chief Engineer (SLDC) Kalwa with copy to the respective Distribution Licensee, Chief Engr (PP) MSEDCL and to this office. Further, on the Credit it should be endorsed that applicable Transmission charges and Transmission loss are to be recovered by Chief Engineer (SLDC) Kalwa.

3.2.2 The Chief Engineer (SLDC) Kalwa will then issue necessary credit notes / carry out necessary credit adjustment by way of Interim Balancing Settlement Mechanism (IBSM). These instructions are given to field office vide Letter No.10367dtd 29.3.2008.

3.2.3 The Supdtg. Engineer O&M Circle (MSEDCL) will recover Reactive Energy Charges KVARh).

3.3 Methodology adopted to release credit notes to the consumer/ applicant of MSEDCL, in the case of Purchase of Power from Other Licensee / IEX.

3.3.1 The Chief Engineer (SLDC) Kalwa will inform the nodal officer of MSEDCL i.e. Concerned SE (O&M) Circle, the units to be credited by way of Interim Balancing Settlement Mechanism (IBSM) after deducting the applicable transmission losses.

3.3.2 The Supdtg. Engineer O&M Circle (MSEDCL) will recover applicable Wheeling charges, and after deducting applicable Wheeling loss from the units as informed by CE (SLDC), Kalwa , the credit shall be given to the consumer/ applicant .

3.3.3 All the relevant charges related with transmission Open Access shall be payable by the consumer/ applicant directly to the MSLDC/ MSETCL.

3.4 Methodology adopted to release credit notes to the consumer/ applicant of MSEDCL, in the case of transmission of Power from the SPV or Group Captive Plant.

3.4.1 The Chief Engineer (SLDC) Kalwa will inform the nodal officer of MSEDCL i.e. Concerned SE (O&M) Circle, the units to be credited by way of Interim Balancing Settlement Mechanism (IBSM) after deducting the applicable transmission losses.

3.4.2 The Supdtg. Engineer O&M Circle (MSEDCL) will recover applicable Wheeling charges, and after deducting applicable Wheeling loss from the units as informed by CE (SLDC), Kalwa , the credit shall be given to the consumer/ applicant .

3.4.3 All the relevant charges related with transmission Open Access shall be payable by the consumer/ applicant directly to the MSLDC/ MSETCL.

3.5 Methodology adopted to release credit notes to the captive associate in the case of transmission of Power from the Captive Plant within the area of MSEDCL.

- 3.5.1 In case, the transmission of power is to a consumer located in the area of MSEDCL from its CPP located at other location within the area of MSEDCL, then the credit note shall be issued by the SE (O&M), Circle where the CPP is located after recovering the applicable wheeling & transmission charge and deducting the applicable wheeling & transmission loss from the units imported to the grid.
- 3.5.2 The credit notes shall be issued to the respective SE (O&M) Circles where the Captive Associates of the CPP are located for adjustment of units on ToD basis in their respective energy bills.

4. Banking Provision:

- 4.1 The banking of units shall be in line with the MERC orders in force from time to time.

5. Commercial Conditions:

- 5.1 Distribution Open Access Regulation 2005 and Transmission Open Access Regulation 2005 shall be applicable for Open Access Transaction.

- a. Open Access Transaction Charges (i.e. Wheeling Charge, Wheeling loss, Transmission Charge and Transmission Loss) are as per the MERC Orders and Tariff Orders issued from time to time. Applicable charges for F.Y. 2009-10 is as under,

Wheeling Charge : Rs. 0.05 per unit for 33 KV &

Rs. 0.25 / Unit for 22 & 11 KV level

Wheeling Loss : 6% for 33 KV and 9 % for 22 & 11 KV Level

Transmission Charge: Long Term- 4944/MW/Day &

Short term- 1236 /MW/Day

Transmission Loss: 4.85 %

- b. Default Service Charges - Rs 250 / Month / Conn.

The above charges are to be paid within 7 days from the issue of bill (Demand Note) from MSEDCL. Non payment of the charges within 7 days for every subsequent month, the permission for Distribution Open Access will stand automatically withdrawn. Also D.P.C. & interest as per prevailing rates for non-payment of bill in time shall be charged.

- c. Cross subsidy surcharge - Nil (At present)
- d. Additional Surcharge - Nil (At present)
- e. Any other charge or other sum recoverable from the consumer under the Act or the Distribution Regulation or any other law for the time being in force.

5.2 Payments shall be made for each approval separately.

5.3 Format of connection agreement for Distribution Open Access is to be furnished with all relevant information and documents to the office of the Chief Engineer (Comm.) .Connection Agreement enclosed as Format - 2

5.4 Open Access users have to install special TOD Import / Export (ABT Type) Meters at their own cost having continuous communications facility with the grid at the both ends of MSEDCL's grid entry point and their export end (Drawal) point, in consultation with C.E. (Test.) , MSEDCL, and concerned S.E. (O&M) Circle, MSEDCL. The concerned SE (O&M),MSEDCL shall ensure for single point grid connectivity after Commercial operation of the establishment.

5.5 The S.E. (O&M), Circle, MSEDCL, will be the Nodal Officer for exercising all Techno- commercial activities referred with Distribution Open Access.

5.6 Open Access users will have to execute an agreement related with Distribution Open Access with MSEDCL, and abide by all the terms and conditions mentioned therein. In case Intra State transmission network involve open Access users will have to seek Transmission Open Access from MSETCL/SLDC.

5.7 Open Access users will have to adhere to the grid discipline and any loss to the MSEDCL/MSETCL's grid will have to be compensated by them on account of any malfunctioning in their generating plant system.

5.8 The SE (O&M), MSEDCL, will inform the power injected by Open Access users and issue credit Notes for a self use /Third party use in their associate as per allocation given, to the respective Circle in which they are located after deducting the wheeling Loss and Transmission loss as per voltage level of Injection and Drawal Points.

5.9 In case of generator Generation loss on any account including non evacuation will not be considered under this Open Access and MSEDCL/MSETCL will not be responsible for the same under any circumstances.

- 5.10 The power utilized for start up of Generation i.e. Export Power should be billed as per Temporary Tariff applicable from time to time. Generation units imported into the grid should be considered as units offered for credit after deducting applicable wheeling and transmission losses.
- 5.11 The Supdtg. Engineer O&M Circle, MSEDCL will recover Reactive Energy Charges (KVARh), every month for the consumption of the Reactive Energy.
- 5.12 In case of a payment default the MSEDCL may suspend the transaction forthwith and the transaction shall be scheduled only after the outstanding payments have been made in full. In case of persistent payment defaults, new applications from such an applicant will not be entertained for a period up to twelve months.
- 5.13 Open access users will have to pay all the charges /rates/ duties/ taxes, if any levied by any statutory authorities from time to time at their end, failing which the Distribution Open Access will be liable for suspension and legal Case in this matter will be the responsibility of Open Access users.
- 5.14 Open Access users will have to seek all the licenses / clearances if any, from the statutory authorities, such as Govt. of Maharashtra, Electrical Inspector of their area, WRLDC, MSLDC, Mahatransco and other Licensee, etc. at their end.

6. PAYMENT SECURITY MECHANISM

6.1 The “payment security mechanism” specified hereunder is intended to ensure recovery of the applicable payments in case of a payment default and will not be a mechanism for regular payments. The Letter of Credit provides security against payment defaults in respect of the “monthly payment” to be normally made through bank draft / cheque.

6.2 Letter of Credit:

- i) When the duration of Open Access granted exceeds one month the applicant shall open a monthly irrevocable revolving Letter of Credit (LC) corresponding to the short-term open access charges for 31 days in favour of the MSEDCL payable at Mumbai.
- ii) The LC shall be opened in a Nationalised Bank or Scheduled Bank having branch in Mumbai.
- iii) The LC shall be opened within seven (7) days of commencement of open access transaction.

- iv) The LC shall be valid for the entire duration of the transaction.
- v) Terms of LC shall be as per format enclosed (format 4).

7. DISTRIBUTION CONSTRAINTS

7.1 MSEDCL shall not be responsible for improper evacuation of power.

7.2 No Deemed generation shall be payable on account of non evacuation of power due to any reason whatsoever.

7.3 In case of Distribution Constraints, the MSEDCL reserves the right to revoke the Connection and Use of Distribution Agreement.

8. SPECIAL ENERGY METER (SEM)

8.1 The Open Access User shall use the intra-State transmission system through installation of a Special Energy Meter (ABT meter).

8.2 The Open Access User shall maintain such Special Energy Meter in suitable protective enclosures and in good working condition.

8.3 The Meter shall be duly tested and sealed by MSEDCL. The calibration of meter shall be carried out on half yearly basis or as stipulated by MSEDCL from time to time.

8.4 The Open Access User shall allow inspection of such Special Energy Meter by an Authorized Representative of MSEDCL or the STU /MSLDC whenever required.

8.5 The Open Access User shall have to comply with the provision of the State Metering Code.

9. SETTLEMENT OF OVER/UNDER DRAWL OF ENERGY IN CASE OF CPP/IEX TRANSACTIONS:

9.1 The units over drawn by the consumer/ short supply by the generator per month, shall be billed as per the UI Rate prevailing at that time or the temporary tariff in force, whichever is higher.

9.2 The units fed above the approved quantum per month shall be treated as lapsed.

10. GENERAL

10.1 The applicant shall abide by the provisions of the Electricity Act 2003, Indian Electricity Grid Code, State Grid Code and any other relevant regulation and existing MERC Orders, Appellate Tribunal and Court Orders in force, & amended from time to time.

10.2 The applicant shall abide by the provisions regarding transmission & wheeling charges, processing fee, administrative charges, SLDC fees, Special Energy Metering, payment security mechanism, Letter of Credit, Penalty for excess use, etc.

10.3 Any amendment/modification to an existing application except those specifically mentioned in the procedure shall be treated as a fresh application.

10.4 The “month” means a Calendar month as per the British Calendar.

10.5 The “day” means a day starting at 00:00 hrs and ending at 24:00 hrs.

10.6 “Working day” means a day on which banks are open for business and working day of MSEDCL.

10.7 All costs /expenses /charges associated with Bank Draft, Letter of Credit, etc. shall be borne by the applicant.

10.8 An incomplete / vague application and an application not found to be in conformity with these procedures/Regulations shall be rejected.

10.9 The applicant shall abide by any time-to-time changes /improvement in Open Access procedures/terms of payments / network improvement/additional availability of power in the network.

10.10 The applicant shall keep the MSEDCL/MSLDC/ MSETCL indemnified at all times and shall undertake to indemnify, defend and save the MSEDCL/ MSETCL/MSLDC 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 the transactions.

CONNECTION AND USE OF DISTRIBUTION SYSTEM AGREEMENT

Between

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.
LTD.**

&

M/s. _____

(NAME OF ' APPLICANT' 'ADRESS')

Ref. No. C.E./COMM/OA/ _____ / _____ DT. _____, 2010

(Based on MERC Distribution Open Access Regulation 2005 , subsequent
MERC Orders in the matter and applicable tariff orders)

INDEX

Section No.	Particulars	Page No.
Part A	General	2- 6
1	Definitions	2
2	Compliance with Act, Rules and Regulations	4
3	Compliance with Act, Rules and Regulations	4
4	Terms of Agreement	5
5	Termination of Agreement	5
6	Dispute Resolution	5
7	Force Majeure	6
8	Representation And Warranties	6
9	Changes to Agreement	6
Part B	Connection	7-12
10	Agreement to Connect	7
11	Processing of Application for New Connection	7
12	Rights of Way and Access Conditions	8
13	Principles for levy of charges	8
14	Change of Name	9
15	Wiring of Connector's Premises	10
16	Limitations on Demand and Exports	10
17	Power Factor / Harmonics	10
18	Access to premises	11
19	Meters	12
Part C	Use Of Distribution System	13-16
20	Use of distribution system	13
21	Quality and reliability of supply	13
22	Information Exchange	13
23	Coordination of Services	14
24	Payment of Securities	15
25	Security Deposits	16

FORM OF CONNECTION AND USE OF DISTRIBUTION SYSTEM AGREEMENT

This agreement is made on the _____ day of _____ 20__ between,-

(i) **MSEDCL**, Plot No. G-9, Prof. Anant Kanekar Marg, Bandra (east), Mumbai- 400 051 (hereinafter referred to as the “MSEDCL”);

(ii) _____(Name)_____ of _____(Address)_____ (hereinafter referred to as the “Applicant”); and

(iii) _____(Name)_____ of _____(Address)_____ (hereinafter referred to as the “Supplier”):

Whereas the MSEDCL is the holder of a license to operate and maintain a distribution system for supplying electricity to consumers in the area of supply specified in his license:

Whereas the Applicant is eligible to access and has been allowed access to the distribution system of the MSEDCL in accordance with the provisions of the Act and the Distribution Open Access Regulations:

Whereas the Supplier is eligible to use and has been allowed use of the distribution system of the MSEDCL for the purpose of wheeling of electricity in accordance with the provisions of the Act and the Distribution Open Access Regulations:

This agreement sets out the rights and obligations of the parties in respect of:

(a) the provision of connection to the distribution system by the MSEDCL to the Applicant and the payment for such connection by the Applicant;

(b) the obligations of the Applicant in respect of such connection to the Distribution System of the MSEDCL;

(c) the provision of the distribution system by the MSEDCL for use by the Supplier / Generator / CPP holder for wheeling of electricity and the payment for such use by the Supplier; and

(d) the obligations of the Supplier in respect of the use of the distribution system provided by the MSEDCL.

The parties agree as follows:

PART A: GENERAL

1. Definitions

In this agreement, unless the context otherwise requires-

(a) “**Act**” means the Electricity Act, 2003 (36 of 2003);

(b) “**Authorised Representative**” means all officers, staff or representatives of the MSEDCL or the Supplier, discharging functions under the general or specific authority of the Distribution Licensee or the Supplier, as the case may be;

(c) “**Balancing and Settlement Code**” means such code as may be developed by the State Load Dispatch Centre and approved by the Commission for the balancing of energy accounts and settlement of differences between energy scheduled and actual energy among the users of the grid in the State of Maharashtra;

(d) “**MSEDCL**” means the Maharashtra State Electricity Distribution Company Ltd;

(e) “**Commission**” means the Maharashtra Electricity Regulatory Commission;

(f) “**Connection**” means the joining of the premises of the Connector with the distribution system of the MSEDCL so as to enable the transfer of electricity between such premises and the distribution system;

(g) “**Connection Point**” means the physical point at which the premises of the Connector is connected to the distribution system;

(h) “**Contract demand**” means demand in kilovolt ampere (KVA) or megavolt ampere (MVA) as entered into in this Connection and Use of Distribution System Agreement and is the contracted value for transfer of electricity through the Connection Point. The Contract demand can have different values for export and import of electricity through the Connection Point;

(i) “**Dedicated distribution facilities**” means such facilities, not including a service-line, forming part of the distribution system of the MSEDCL which are clearly and solely dedicated to the supply of electricity to a single consumer or a group of consumers on the same premises or contiguous premises;

(j) “**Electricity Supply Code**” means the regulations specified by the Commission under clause (u), clause (v), clause (w), clause (x) and clause (zp) of sub-section (2) of Section 181 of the Electricity Act, 2003;

(k) “**Energise**” means the movement of any isolator, breaker or switch or the addition of any fuse or meter whereby active power or reactive power can be imported into or exported from the Connector’s premises through the Connection Point and the terms “**De-Energise**” and “**Re-Energise**” shall be construed accordingly;

(l) “**Force Majeure Event**” means, with respect to any party, any event or circumstances which is or are not within the reasonable control of, or due to an act or omission of that party and which, by the exercise of reasonable care and diligence, that party is not able to prevent, including, without limiting the generality of the foregoing:

(i) acts of God, including but not limited to lightning, storm, action of the elements, earthquakes, flood and natural disaster;

(ii) strikes, lockouts or other industrial disturbances;

(iii) acts of public enemy, wars (declared or undeclared), blockades, insurrections, riots, revolution, sabotage, vandalism and civil disturbance;

(iv) unavoidable accident, including but not limited to fire, explosion, radioactive contamination and toxic dangerous chemical contamination;

(v) any generation, transmission or distribution shutdown or interruption, which is required or directed by the State or Central Government or by the Commission or the State Load Despatch Centre; and

(vi) any shut down or interruption, which is required to avoid serious and immediate risks of a significant plant or equipment failure;

(m) **“Licensed Electrical Contractor”** means an electrical contractor licensed by the State Government for the purpose of carrying out electrical works;

(n) **“Meter”** means a set of integrating instruments used to measure, record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes prepayment meters;

(o) **“Point of Supply”** means the point at the outgoing terminals of the cutouts fixed in the premises of the Connector: Provided that, in case of a Connector with HT installation, the point of supply means the point at the outgoing terminals of the MSEDCL’s metering cubicle placed before such Connector’s apparatus:
Provided further that, in the absence of any metering cubicle or where the metering is on the LT side of the HT installation, the point of supply shall be the incoming terminals of such Connector’s main switchgear;

(p) **“Distribution Open Access Regulations”** means the regulations specified by the Commission under clause (p), clause (q) and clause (zp) of sub-section (2) of section 181 of the Act;

(q) **“Rules”** means the rules, as may be prescribed, under Section 178 and Section 180 of the Act and the regulations, as may be specified, under Section 177 of the Act;

(r) **“Supplier”** means a Generating Company or Licensee, as the case may be, giving supply of electricity to a consumer or to a person requiring supply, whose premises are situated within the area of supply of a MSEDCL, by using the distribution system of the MSEDCL, pursuant to this agreement;

(s) **“Supply Agreement”** means the agreement or arrangement for supply of electricity between the Supplier and the consumer on such terms and conditions (including tariff) as may be agreed between the parties thereto; Words or expressions used herein and not defined shall have the meanings assigned to them under the Act, the Rules or the Regulations.

2. Compliance with Act, Rules and Regulations

2.1 All parties to this agreement shall comply with the provisions of the Act and the rules and regulations laid down thereunder. Where any provision of this agreement is inconsistent with the provisions of the Act and/ or the rules or regulations laid down thereunder, the provisions of the Act, rules or regulations, as the case may be, shall take precedence to the extent of such inconsistency.

3. Compliance with State Grid Code and Balancing and Settlement Code

3.1 All parties to this agreement shall comply with the provisions of the State Grid Code and the Balancing and Settlement Code, to the extent applicable to them.

4. Term of agreement

4.1 This agreement shall commence from the date and time of commencement, as provided in the agreement and shall continue for such duration as may be agreed between the parties, unless terminated in accordance with clause 5 herein.

5. Termination of agreement

5.1 Any party intending to terminate this agreement shall give the other parties not less than thirty (30) days prior written notice of termination of this agreement: Provided that termination shall be subject to settlement of all dues of the MSEDCL in accordance with the Act, the Regulations and this agreement.

5.2 The MSEDCL may terminate this agreement and disconnect the Connector in the following circumstances, in accordance with the provisions of the Act:-

- (a) the Connector defaults in the payment of any charge or any other sum due from him as provided under Section 56 of the Act;
- (b) the Connector does an act referred to in sub-section (3) of Section 163 of the Act; or
- (c) the disconnection is authorized under any other provision of the Act, the rules and regulations made thereunder and/ or any other law for the time being in force.

5.3 The MSEDCL shall give a fifteen (15) days prior written notice of termination of this agreement to the Supplier where:-

- (a) the Supplier defaults in the payment of any charge or any other sum due from him in accordance with the Act, the Regulations and this agreement;
- (b) where the Supplier fails to perform any of his obligations under this agreement which is likely to result in a loss to the MSEDCL;
- (c) where the Supplier becomes insolvent.

5.4 The Supplier shall, within the notice period under clause 5.3 above, remedy or remove the cause or causes stated in the notice failing which the Distribution Licensee may terminate this agreement from the date stated in the notice.

5.5 Notwithstanding anything contained in this clause 5, where termination of agreement results in disconnection of the consumer, it shall be only for the reasons authorized by the Act.

5.6 The reconnection of a disconnected consumer shall be in accordance with the provisions of the Act and the Regulations.

6. Dispute resolution

6.1 Each party shall use all reasonable endeavors to resolve any disputes through bilateral mechanisms that may be mutually agreed upon.

6.2 Where any dispute between
(a) the MSEDCL and the Connector; or
(b) the MSEDCL and the Supplier
under this agreement cannot be bilaterally resolved, it shall be resolved in accordance with the Distribution Open Access Regulations.

7. Force Majeure

7.1 If either party is unable wholly or partly to perform on time any obligation under this agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.

7.2 A party affected by a Force Majeure Event shall use all reasonable endeavours to remove the effect of each Force Majeure Event affecting its performance of this agreement.

7.3 Subject to clause 7.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including-

- (a) its nature and likely duration,
- (b) the obligations affected by it and the nature and extent of its effect on those obligations; and
- (c) the steps taken to remove, overcome or minimize its effect.

8. Representations and warranties

8.1 The Supplier represents and warrants that he is a Generating Company or MSEDCL who is supplying to or intends to supply to an eligible person requiring supply, in accordance with the provisions of the Act and the Distribution Open Access Regulations.

8.2 The Connector represents and warrants that –

(a) he is a consumer or a person requiring supply and whose premises are situated within the area of supply of the MSEDCL and who is eligible for open access to the distribution system in accordance with the provisions of the Act and the Distribution Open Access Regulations; or

(b) he is a Generating Company or Licensee who is supplying to or intends to supply to an eligible consumer or person requiring supply, in accordance with the provisions of the Act and the Distribution Open Access Regulations.

8.3 The MSEDCL represents and warrants that he holds and will continue to hold a licence to distribute electricity for the duration of the agreement.

9. Changes to agreement

9.1 The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a result of experience gained in the introduction of open access in the State.

PART B: CONNECTION

10. Agreement to Connect

10.1 This agreement shall be entered into pursuant to an application made by:

- (a) a consumer; or
- (b) a person requiring supply, whose premises are situated within the area of supply of a MSEDCL for access to the distribution system of the MSEDCL in accordance with the provisions of the Act and the Distribution Open Access Regulations.

10.2 Subject to the terms and conditions of this agreement, the MSEDCL agrees to the Connector's premises being connected and remaining connected to the distribution system at the Connection Point and to the Connection Point remaining Energised for the term of this agreement, except where authorized under the Act or the Distribution Open Access Regulations.

10.3 The Connector shall take all reasonable precautions as regards his connection to the distribution system of the MSEDCL to prevent any adverse effect on the:

- (a) use of the distribution system of the MSEDCL;
- (b) quality and reliability of supply of electricity through the distribution system of the MSEDCL; and
- (c) safety of the MSEDCL's works and personnel, as may be required of the Connector in accordance with the regulations specified under Section 53 of the Act.

11. Processing of applications for new connection

11.1 Upon receipt of an application under clause 10.1 above, the MSEDCL shall, where the applicant is not an existing consumer, send his Authorised Representative to-

- (a) study the technical requirements of making the connection to the distribution system; and
- (b) inspect the premises which is to be connected, with prior intimation to the applicant.

11.2 The Authorised Representative shall, in agreement with the applicant, fix the position of the mains, cut-outs or circuit breakers and meters and sanction the load for the premises: Provided that the service position shall normally be at an accessible location and the meter shall be fixed at a height so as to enable convenient reading of meter and to protect the meter from any adverse weather conditions.

11.3 After an inspection referred to in clause 11.1 above is carried out, the MSEDCL shall intimate the applicant of the details of any works that are required to be undertaken for giving the connection, the charges to be borne by the applicant thereon in accordance with clause 13 below and list of outstanding documents and consents/statutory permissions required to be obtained by the applicant.

11.4 Upon receipt of a duly complete application accompanied with the required charges and availability of suitable piece of land or room and all other consents and permissions as may be required in accordance with clause 12 below, the MSEDCL shall sanction and carry out or may also permit to be carried out the works required to Energise the Connection Point.

11.5 The Distribution Licensee shall give the Connector not less than two (2) days prior notice of any tests for Energising the Connection and shall, immediately after Energising the Connection, notify the Connector of the time and date of Connection of the Facility.

11.6 The Connector shall not, prior to receipt of such notification under clause 11.5, perform any act so as to import electricity from or export electricity to the distribution system through the Connection Point.

11.7 The works undertaken to provide the connection to the distribution system shall be maintained by the MSEDCL over the term of this agreement.

11.8 The MSEDCL shall be entitled to use such works to provide a connection to any other eligible person or to provide supply to any consumer of such MSEDCL, except if such use is detrimental to the connection to the Connector or to the use of distribution system in relation to such Connector.

12. Rights of Way and Access Conditions

12.1 The applicant shall grant to the MSEDCL all consents that the applicant is empowered to give as are required by the MSEDCL for carrying out of works to give access to the distribution system.

12.2 Where, in the opinion of the MSEDCL, the connection requires the installation of a distribution transformer on the applicant's premises, the applicant shall make available to the MSEDCL, by way of lease, for the term of this agreement, a suitable piece of land or a suitable room within such premises for such works: Provided that the terms and conditions for such lease of land or room shall be mutually agreed between the MSEDCL and the applicant having regard to prevailing market rates.

12.3 Notwithstanding anything contained in clause 12.2 above, where the provision of land or room is required under the Development Control Rules of the local authority or by any appropriate authority of the State Government, the terms and conditions for use of such land or room shall be as determined under the said Rules or by the said authority.

13. Principles for levy of charges

13.1 Where the connection entails works of laying a service-line from the distributing main to the applicant's premises, the MSEDCL shall be authorized to recover all expenses incurred on such works from the applicant based on the schedule of charges approved by the Commission under the Electricity Supply Code.

13.2 Where the connection entails works of installation of Dedicated distribution facilities, the MSEDCL shall be authorized to recover all expenses reasonably incurred on such works from the applicant based on the approved schedule of charges.

13.3 Where the connection entails works, not being works referred to in clause 13.1 or clause 13.2 above, for augmentation of the distribution system, the MSEDCL shall be authorized to recover from the applicant such proportion of the expenses reasonably

incurred on such works as the Contract Demand applied for bears to the incremental capacity that will be created by augmentation of the distribution system:

Provided that where the Contract Demand applied for does not exceed 25 per cent of the capacity that will be created by augmentation of the distribution system, the MSEDCL shall not be entitled to recover any expenses under this clause 13.3.

13.4 Notwithstanding anything contained in this clause 13, where the connection is provided to a Generating Company or a Licensee, the MSEDCL shall be authorized to recover all expenses reasonably incurred on works relating to such connection.

13.5 Where the MSEDCL has recovered the expenses referred to in clause 13.2 or clause 13.4, the Connector shall be entitled to the recoverable amount of such facilities, as certified by a Chartered Accountant, following the same principles as specified in the Electricity Supply Code for the Distribution Licensee's own consumers, upon termination of this agreement: Provided that where such facilities have been provided by the Connector, then such facilities may be retained by the Connector upon termination of this agreement: Provided however that where the termination of this agreement is due to the Connector's failure to pay any sum under Section 56 of the Act, the MSEDCL, in addition to the rights available under that Section, shall be entitled to adjust such sums due from the recoverable amount of facilities to which the Connector is entitled under this clause 13.5 or to retain facilities of such recoverable amount as to cover such sums due from such Connector to the Distribution Licensee. Explanation – for the purpose of this Regulation, the term “recoverable amount” shall have the same meaning as provided in Accounting Standard (AS) 28: “Impairment of Assets” of the Institute of Chartered Accountants of India 13.6 Where the MSEDCL permits an applicant to carry out works for the connection through a Licensed Electrical Contractor, the MSEDCL shall be entitled to only recover charges for supervision undertaken by the MSEDCL up to a maximum of 15 per cent of the cost of labour that would have been employed by the MSEDCL in carrying out such works.

13.6 In case of RE Generation, evacuation cost is as per the MERC Orders and GoM GR dated 14.10.2008 and amendment dated 03.08.2009.

14. Change of name

14.1 A connection may be transferred in the name of another person upon death of the Connector or in case of transfer of ownership or occupancy of the premises, upon application for change of name by the new owner or occupier: Provided that such change of name shall not entitle the applicant to require shifting of the connection to a new premises.

14.2 The application for change of name shall be accompanied by such charges of the Distribution Licensee as are approved under the Electricity Supply Code.

14.3 The application under clause 14.1 shall be accompanied by:

- (i) consent letter of the transferor for transfer of connection in the name of transferee;
- (ii) in the absence of a consent letter, any one of the following documents in respect of the premises: (a) proof of ownership of premises; (b) in case of partition, the partition deed; (c) registered deed; or (d) succession certificate;

- (iii) photocopy of licence / clearance with respect to the purpose for which electricity is being supplied to the premises, if required by statute;
- (iv) processing fee or receipt thereof.

14.4 The MSEDCL shall communicate the decision on change of name to the applicant for change of name within two (2) months from the date of application for change of name: Provided where the MSEDCL disallows or refuses to the change of name, it shall do so after affording the applicant for change of name a reasonable opportunity of being heard in the matter: Provided further that the MSEDCL shall communicate the reasons of refusal in writing to the applicant for change of name.

14.5 Any charge or any sum other than a charge due to the MSEDCL which remains unpaid by a deceased Connector or erstwhile owner / occupier of premises, as the case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of premises, as the case may be, and the same shall be recoverable by the MSEDCL as due from such legal representatives or successors-in-law or new owner / occupier of the premises, as the case may be: Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this clause 14.5 shall be restricted to maximum period of six months of the unpaid charges due to the MSEDCL in accordance with Section 56 of the Act and this agreement.

15. Wiring of Connector's Premises

The work of wiring at the premises of the Connector beyond the point of connection shall be carried out by the Connector and shall conform to the standards specified in the Indian Electricity Rules, 1956 until the introduction of any rules or regulations for the same under the provisions of the Act.

16. Limitation on Demand and Export

16.1 The Connector shall not import or export electricity through the Connection Point exceeding the Contract Demand (Import or Export, as applicable) as agreed from time to time, without the prior written consent of the MSEDCL.

16.2 If the Contract Demand (Import or Export, as applicable) is exceeded, the MSEDCL may give notice to the Connector setting out details and requesting the Connector to remedy the situation within seven (7) days of receipt of the notice, failing which the MSEDCL shall have the right to impose such penalty as may be stipulated by the Commission, in addition to any other right available to the MSEDCL under the Act.

17. Power Factor / Harmonics

17.1 It shall be obligatory for the Connector to maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted by the MSEDCL in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission.

17.2 It shall be obligatory for the Connector to control harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant orders of the Commission.

17.3 The MSEDCL may require the Connector, within a reasonable time period, which shall not be less than three (3) months, to take such effective measures so as to raise the average power factor or control harmonics of his installation to a value not less than the prescribed norm: Provided that the MSEDCL may charge penalty or provide incentive for low/ high power factor and for harmonics, in accordance with relevant orders of the Commission.

18. Access to premises

18.1 No person other than an Authorised Representative of the MSEDCL or any other person authorised under the Act and the rules and regulations made there under shall be authorised to operate, handle or remove any electrical plant, electric lines or meter or break, remove, erase or otherwise interfere with the seals, name plates and distinguishing numbers or marks affixed on such property of the MSEDCL placed in the Connector's premises: Provided that such Authorised Representative of the MSEDCL shall not perform any of the acts under this clause 18 except in the presence of the Connector or his representative: Provided further that the MSEDCL shall provide prior intimation to the Connector of the visit of the Authorised Representative to the Connector's premises, except where the MSEDCL has reason to believe that any person is indulging in unauthorized use of electricity and/ or is committing an offence of the nature provided for in Part XIV of the Act on such premises.

18.2 The Connector shall permit entry into his premises for the authorized representatives of the MSEDCL to read, inspect, test, install, remove or replace the meters or to Energise or De-Energise the Connection Point.

19. Meters

19.1 Meter specifications

19.1.1 Every Connector shall install or have installed a correct meter in accordance with the regulations made in this behalf by the Authority under Section 55 of the Act: Provided that every Connector who is either:

- (i) a consumer with a contract demand in excess of 1 MVA; or
- (ii) **a person requiring supply, whose premises are situated within the area of supply of the MSEDCL**, with a contract demand in excess of 1 MVA; or
- (iii) a Generating Company or Licensee; shall install or have installed a Special Energy Meter:

19.2 Supply and Cost of Meter

19.2.1 The Connector may elect to purchase a meter from the MSEDCL or from any supplier of correct meters in accordance with specifications laid down by the Authority in the regulations made under Section 55 of the Act: Provided that till the regulations are specified by the Authority under Section 55 of the Act, the Connector may purchase the meter in accordance with specifications laid down by the MSEDCL: Provided further that where the Connector elects to purchase the meter from a supplier other than the MSEDCL, the MSEDCL shall be entitled to test the correctness of the meter prior to

installation: Provided also that a Connector who elects to purchase a meter from the MSEDCL shall purchase such meter from the MSEDCL at such price as may be approved by the Commission under the Electricity Supply Code.

19.2.2 Except where the Connector elects to purchase a meter, the MSEDCL may require the Connector to provide security for the price of the meter in accordance with the provisions of clause (b) of sub-section (1) of Section 47 of the Act: Provided that in no case shall the amount of the security exceed the price of the meter: Provided further that the MSEDCL shall pay to the Connector interest at a rate equivalent to the bank rate of the Reserve Bank of India on the amount of security deposit maintained by the consumer under this clause 19.2.2.

19.3 Lost / burnt meters

19.3.1 Any complaint to the MSEDCL regarding a lost meter shall be accompanied by a copy of the First Information Report (FIR) lodged with the concerned police station.

19.3.2 The Connection Point shall be Re-Energised after installation of a new meter, and after payment of the price of the meter, the cost of other apparatus, and any other approved charges of the MSEDCL.

19.3.3 Where, upon a complaint by the Connector or inspection by the Authorised Representative of the MSEDCL, the meter is found to be burnt, it shall be replaced and the Connection Point shall be Re-Energised as soon as possible: Provided that the MSEDCL may recover the price for the meter from the Connector.

19.3.4 Except in the case of a burnt meter or a lost meter, the MSEDCL shall not be authorized to recover the cost of the meter more than once during the term of this agreement.

19.4 Testing of meter

19.4.1 The MSEDCL shall be responsible for the periodic testing of the meter.

19.4.2 The Connector may, upon payment of the approved testing charges, request the MSEDCL to test the accuracy of the meter: Provided that the Connector may require the MSEDCL to get the meter tested at such facility as may be approved by the Commission.

19.4.3 The MSEDCL shall provide a copy of the meter test report to the Connector within a period of two (2) months from the date of request for testing of the meter by the Connector.

19.4.4 In the event of the meter being tested and found to be beyond the limits of accuracy prescribed in the Indian Electricity Rules, 1956, till the regulations are specified by the Authority under Section 55 of the Act, the MSEDCL shall refund the testing charges paid by the Connector and intimate the Supplier of the results of the test to enable adjustment in the bill of the consumer: Provided that the amount of any such excess or short billing shall be adjusted between the MSEDCL and the Supplier, as the case may be.

PART C: USE OF DISTRIBUTION SYSTEM

20. Use of distribution system

20.1 The MSEDCL shall allow the Supplier to use its distribution system for wheeling of electricity, in a non-discriminatory manner, on terms and conditions that are no more onerous than those applicable to other comparable users of the distribution system of the MSEDCL.

20.2 The Supplier shall make reasonable use of the distribution system of the MSEDCL in a manner that does not, as a result of such use, adversely affect:-

- (a) use of the distribution system by other users of the MSEDCL;
- (b) quality and reliability of supply of electricity to consumers of the MSEDCL; and
- (c) safety of the MSEDCL's works and personnel, as may be required of the Supplier in accordance with the regulations specified under Section 53 of the Act.

21. Quality and reliability of supply

21.1 The MSEDCL shall maintain the standards for quality and reliability of supply of electricity over its distribution system, rectification of faults and other consumer complaints pertaining to the distribution system, in accordance with the Standards of Performance Regulations.

21.2 The Supplier recognizes that the quality and reliability of supply of electricity shall be affected by conditions prevailing in the distribution system that may be beyond the control of the MSEDCL: Provided that where the supply of electricity is adversely affected due to conditions affecting the distribution system within the control of the MSEDCL, the MSEDCL shall be liable to pay compensation to the affected person, of such amount and within such time period as may be specified in the Standards of Performance Regulations: Provided further that where such compensation is payable to the consumer, the Supplier shall be entitled to claim such compensation as a representative of the affected consumer and the benefit of the amount of such compensation so received from the MSEDCL shall be passed on by the Supplier to the affected consumer by way of adjustment in the bill for supply of electricity.

22. Information exchange

22.1 The MSEDCL and the Supplier agree to use their reasonable endeavors to provide each other, in a timely manner, such information in respect of the open access consumers and their connection to and use of distribution system as either of them may possess and as the other may reasonably require to carry out their obligations under the Act, the Rules, the Distribution Open Access Regulations or this agreement: Provided that the provision of information under this clause shall be subject to the obligations of both parties to maintain confidentiality of such information being requested for, under the Act or any other law for the time being in force.

22.2 The MSEDCL and the Supplier agree to take reasonable steps to ensure that all information provided by either of them to the other under this agreement is accurate and complete.

23. Co-ordination of services

23.1 The MSEDCL and the Supplier agree to coordinate their functions to facilitate the supply of electricity to the consumer in accordance with this clause 23.

23.2 Meter reading

23.2.1 The MSEDCL shall be responsible for reading the consumer's meter at intervals of not longer than once in every two months: Provided that the Authorized Representative of the Supplier is entitled to be present at the time of meter reading by the MSEDCL or his Authorised Representative: Provided further that the Authorized Representative of the MSEDCL shall be entitled to access the premises of the consumer for meter reading, inspection and testing at such times and in such manner as in the case of the MSEDCL's own consumers in accordance with the Electricity Supply Code.

23.2.2 The MSEDCL shall provide the meter reading data to the Supplier within a period of two (2) days from the date of meter reading.

23.2.3 In case of a defective meter, the results of the test taken shall be communicated to the Supplier to enable him to make an adjustment in the consumer's bill: Provided that, subject to the provisions of Part XII and Part XIV of the Act, the consumer's bill shall be adjusted for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken, subject to furnishing the test report of the meter along with the assessed bill: Provided also that in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per this clause 23.2.4 and, in case of tampering, the assessment shall be carried out in accordance with Section 126 or Section 135 of the Act, depending on the circumstances of the case: Provided further that where the meter has stopped recording, the consumer shall be billed for the period for which the meter has stopped recording, up to a maximum period of three (3) months, based on the average metered consumption for the twelve (12) months prior to the month in which the billing is contemplated:

Provided that the consumer or Supplier may require the MSEDCL to carry out testing of the meter subject to payment of charges for testing as are applicable to the MSEDCL's own consumers under the Electricity Supply Code.

23.3 Rectification of faults

23.3.1 The MSEDCL shall be responsible for the rectification of faults in the distribution system affecting the supply of electricity by the Supplier to the consumer: Provided that the MSEDCL shall rectify faults in the distribution system so affecting the supply of electricity to the consumer within the time limits as may be specified by the Commission in the Standards of Performance Regulations, except in the circumstances where an exemption is allowed in accordance with the Standards of Performance Regulations.

23.4 Change of name

23.4.1 The application for change of name shall be made by the consumer to the Supplier: Provided that the Supplier shall inform the MSEDCL of such application for

change of name immediately upon receipt of such application: Provided that the application shall be dealt with in the manner and within the timeframe specified in the Distribution Open Access Regulations.

23.5 Disconnection of supply

23.5.1 Where the MSEDCL has received a request for disconnection of the consumer from the Supplier, the MSEDCL shall effect the disconnection as soon as may be reasonably practicable after receipt of such request and, in no case, later than one (1) week from the receipt of such request: Provided that the Supplier may request for such disconnection only for the reasons for which disconnection is authorized under the Act: Provided further that where the Supplier has requested for disconnection for any reason for which disconnection is not authorized under the Act, the Supplier shall indemnify the MSEDCL for any loss or damage suffered by the MSEDCL on account of giving effect to such request.

23.6 Inspection and assessment

23.6.1 Where the Supplier has any reasonable grounds to believe that an offence of the nature provided for in Part XII or Part XIV of the Act is being committed on the premises to which supply is being given, he shall promptly inform the MSEDCL.

23.6.2 Notwithstanding anything contained in this agreement, where the MSEDCL has reasonable grounds to believe that an offence of the nature provided in Part XII or Part XIV of the Act is being committed on the premises to which supply is being given, the MSEDCL may take such steps, in accordance with the Act and the rules and regulations laid down thereunder, as it deems necessary: Provided that the MSEDCL shall endeavour to inform the Supplier of such alleged offence and the proposed steps before they are taken and, in any case, shall inform the Supplier immediately after taking such steps.

24. Payments for services

24.1 Billing

24.1.1 The MSEDCL shall bill the Supplier for the services provided under this agreement on a monthly basis. Bills shall be issued by the tenth (10th) day of each month for charges payable for the previous month.

24.1.2 The Supplier shall pay for the charges within such period as may be specified in the Electricity Supply Code.

24.1.3 The Supplier shall be required to pay the following charges, in accordance with the Act and the Distribution Open Access Regulations:

- (a) wheeling charges for use of the distribution system in accordance with terms and conditions specified under the Tariff Regulations;
- (b) amount payable on account of cross-subsidy surcharge, where applicable, in accordance with the Distribution Open Access Regulations;
- (c) amount payable on account of additional surcharge on charges of wheeling, where applicable, in accordance with the Distribution Open Access Regulations; and

(d) any other sums that may be recoverable from the Supplier under the Act or any other law for the time being in force.

(e) The Open Access Transaction Charges i.e. Wheeling Charge, Wheeling Loss, Transmission Charge and Transmission Loss are payable as per prevailing MERC Orders issued from time to time.

24.2 Obligation to pay

24.2.1 The Supplier shall be obliged to pay for the charges billed by the MSEDCL in accordance with the Act, the Distribution Open Access Regulations and this agreement, irrespective of whether or not the same charges have been recovered from the consumer under the Supply Agreement.

24.3 Delayed payment charges

24.3.1 Any delay in payment of charges shall attract a late payment surcharge at the rate of 1.25 per cent per month.

25. Security deposits

25.1 The MSEDCL shall be entitled to security equivalent to one month's billing for wheeling charges, cross-subsidy surcharge and additional surcharge on charges of wheeling, in accordance with clause 24.1 above.

25.2 Where the security deposit is required at the commencement of this agreement, it shall be calculated based on estimated use of the distribution system for wheeling of electricity: Provided that the amount of the security deposit may be adjusted when the amount of additional security required or surplus security held exceeds ten (10) per cent of the balance held with the MSEDCL.

25.3 The MSEDCL shall also be entitled to security from the Supplier equivalent to one (1) month's cost of supply for electricity wheeled using the distribution system of the MSEDCL in accordance with the Act, the Distribution Open Access Regulations and this agreement: Provided that such security shall be for enabling the MSEDCL give supply of electricity to consumers of such Supplier in the event of unforeseen disruption or termination of supply by such Supplier on account of bankruptcy, insolvency or any other reason: Provided further that in the event of unforeseen disruption or termination of supply by the Supplier, the MSEDCL shall arrange to continue supply to consumers of such Supplier until such time as such security is exhausted or alternative arrangements for supply have been entered into, whichever is earlier.

25.4 The security deposit may, at the option of the Supplier, be by way of cash (including cheque and demand draft), irrevocable letter of credit or unconditional bank guarantee issued by a scheduled commercial bank: Provided further that where the security deposit is in the form of cash, it shall earn interest at the bank rate of the Reserve Bank of India: Provided also that the security shall be deposited within fifteen (15) days from the date of receipt of notice from the MSEDCL.

Status of Short Term Open Access Applications in Maharashtra

Sr. No.	Name & Address of Applicant	CPP/IPP/ Consumer	Capacity (MW)	STOA from Date	Permission Status A Approved P Pending R Rejected	Letter Ref & Date with Remarks
01	M/s. Purti SKL, Bela, Nagpur	Bagasse	22	Sept'08	A	In line with MERC Interim Order dated 27.10.2008 and Final order dated 06.01.2009. (Open Ended)
02	M/s. Indorama Ltd, Buttibori, Nagpur	CPP sale of surplus power	22	May'07	A	Implemented, NOC vide L. No. P.Comm/IRSL/TPS/18001 dtd.17.04.07 (Open Ended)
03	M/s. Datta SSK Ltd, Shirol, Kolhapur	CPP	3	Jan'08	A	Implemented, NOC vide L. No P.Com/DSSKL/NOC/DOA/44635 dtd. 26.12.07 (Open Ended)
04	M/s. SAIL DSP, West Bengal to SAIL MEL, Chandrapur	Consumer	5	March 08	A	Implemented, NOC vide L. No. P.Comm/MEL/OA/360 dtd. 04.01.08. (Open Ended)
05	M/s. SAIL BSP, Bhilai to SAIL MEL, Chandrapur	Consumer	10		A	NOC vide L. No. P.Comm/MEL/OA/26518 dtd. 11.08.09. Valid upto 22.08.09. The consumer has not requested for extension
06	M/s. Hindalco Ltd, Taloja, Raigad	Consumer	6	July 07	A	NOC vide L. No. P.Comm/Hindalco/OA Permission/16906 dtd. 04.04.07 Implemented but latter rejected by RLDC.
07	M/s. Hindalco Ltd, Mouda, Nagpur	Consumer	3	July 07	A	NOC vide L. No. P.Comm/Hindalco/OA/ Permission/16906 dtd. 04.04.07 Implemented but latter rejected by RLDC
08	M/s. Yash Agro Energy Ltd, Nagpur	Biomass (IPP)	8	April'09	A	OA vide No. P.Com/YAEL/NOC /DOA/9702 dtd. 02.04.2009 in line with ATE order dtd. 24.03.2009. (Open Ended)
09	M/s. Rake Power Ltd, Nagpur	Biomass (IPP)	10	Not mentioned	R	Rejected being in long term agreement with MSEDCL, vide L. No. P.Comm/RPL/TPS/22410 dtd. 22.05.08. MERC order in favour of MSEDCL.

10	M/s. Indorama Ltd, Buttibori, Nagpur	Consumer (power through IEX)	10	08.09.09	A	NOC vide L. No. P.Com/IRSL/STOA/ 31348 dtd. 24.09.09. Permission upto 31.08.2010.
11	M/s Serum Institute of India Ltd., Pune	Consumer (power through IEX)	4	31.08.09	A	NOC vide L. No. P.Com/Serum/STOA/31485 dtd. 25.09.09. Permission upto 14.09.2010.
12	M/s Lavasa Corporation Ltd.	Consumer (50 MW power from M/s TPCL)	50 (In phased manner)	13.07.09	A	NOC vide L. No. Comm/LCL/OA/24797 dated 27.07.09. (Open Ended)