

**PROCEDURES FOR MAKING APPLICATIONS
FOR GRANT OF
MEDIUM TERM OPEN ACCESS
AND
LONG TERM OPEN ACCESS
FOR
INTRA STATE TRANSMISSION SYSTEM**

GENERAL PROVISIONS FOR OPEN ACCESS

As per BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018 following are the main provisions for granting open access in the state of Bihar.

1. Eligibility for Open Access and Conditioned to be satisfied

(i) The generating companies, captive generating plants and consumers shall be eligible for non-discriminatory open access to the intra-state transmission system or distribution system on payment of transmission and other charges as may be determined by the Commission in accordance with Chapter 5 of BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018.

(ii) Open Access shall be permissible to consumers seeking open access for a capacity of 1 MW and above.

Provided that the Commission may allow open access to a consumers seeking open access for a capacity less than 1 MW at such time as it may consider feasible having regard to operational constraints and other factors.

Provided further that when a person, who has established a captive generating plant, opt for open access for carrying the electricity to the destination of his own use, the limitation of 1 MW shall not be applicable.

(iii) Notwithstanding anything contained in these Regulations/Guidelines, a person having outstanding dues against him for more than two months billing of distribution/transmission licensee at the time of application shall not be eligible for open access.

2. Criteria for granting long-term access or medium-term open access or short-term open access

(i) The state transmission utility shall have due regard to the augmentation required for the intra-state transmission system before awarding long-term access.

(ii) Medium-term open access or short-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission system or the transmission system under execution:

Provided that no augmentation shall be carried out to the transmission system for the sole purpose of granting medium-term open access or short-term open access:

Provided further that construction of a dedicated transmission line shall not be construed as augmentation of the transmission system for the purpose of the BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018/These guidelines amended from time to time.

PROCEDURE FOR MAKING APPLICATION FOR GRANT OF MEDIUM TERM OPEN ACCESS TO INTRA-STs

1. OUTLINE

This Procedure is in accordance with the various provisions of the BERC (Terms and condition of intra-state open access) Regulations, 2018 and notified in Bihar Gazette vide Notification No. Case No. BERC/SMP-03/2018-10 dated 13.07.2018. This procedure is to be read in conjunction with the Regulations.

This Procedure shall apply to the Applications made for Medium Term Open Access (MTOA) to the transmission lines or associated facilities of the Intra-State transmission system (Intra-STs), received by the State Transmission Utility (STU) on or after the date notified by the Commission of coming into force of the Regulations.

The nodal agency for grant of MTOA shall be the STU i.e. Bihar State Transmission Company Limited.

Medium Term Open Access means the open access for a period exceeding three months but not exceeding five (5) years as per clause 2(m) of BERC(Terms and Conditions of Intra State open Access) Regulation, 2018.

MTOA is the right to use the Intra-STs for any period exceeding three months but not exceeding three years and shall be provided on the basis of availability of transmission capacity in the existing transmission system or transmission system under execution and likely to be available from the intended date of MTOA. In case of delay in commissioning of transmission system under execution considered for such grant, which was beyond the control of the STU, then date of commencement of MTOA shall be extended upto the date of commercial operation of the above system.

No augmentation of transmission system is envisaged for granting MTOA. Construction of dedicated transmission line shall not be construed as augmentation of the transmission system.

After receipt of application, any change either in timeframe, drawl/injection point or increase in quantum of power shall require submission of a fresh application and the already made application shall stand disposed off and its application fees forfeited.

A power transaction involving combination of both multiple injection and one drawl point in case the MTOA is sought by a single bulk consumer shall not require filing of separate application.

2. APPLICATIONS FOR MTOA

Application for MTOA can be made by a generating station including a captive generating plant, a consumer, an Electricity Trader or a distribution licensee, a State Government owning some quantum of power, equity power given to a State for allowing a power station to be set up in the State, who desires to utilize Intra-STS for Intra/Inter state transfer of power, provided the power station from which the power is being sourced or the load, as the case may be, is already connected to the grid, whether the State grid or the inter-State grid, or is likely to get connected to the grid before the intended start date of MTOA. Documentary evidence needs to be submitted for establishing the condition of connectivity.

Note: (i) “consumer” means any consumer eligible to avail open access as specified by the State Commission BERC (Terms and condition of intra-state open access) Regulations, 2018 under subsection 2(1) f.

(ii) There should exist required facility for metering and energy accounting at the point of injection and point of drawl as per the BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018.

A generating station, including captive generating plant or a bulk consumer, a distribution licensee seeking MTOA to the Intra/inter-State transmission system cannot apply for medium-term open access without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and medium-term open access simultaneously. The interconnection, as finalized by STU, however, should be available from the intended start date of MTOA, for which documentary evidence w.r.t. the condition of connectivity has to be submitted. Medium-term customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the MTOA.

3. INFORMATION / DATA TO BE FURNISHED ALONG WITH THE APPLICATION

The information in the application shall be supported by a sworn in affidavit by the applicant as per the format given at **FORMAT-MTOA-1**.

The application for MTOA shall be made as per the enclosed application format (**FORMAT-MTOA-2**) and shall include details like quantum of power to be injected at the suppliers point, details of injection & drawl points, time period from and upto which access is required, the source of power, clearance from respective SLDCs for intra state entities etc. and other details as sought in the application format.

4. CONCURRENCE FROM SLDC / SLDCS

If a State Utility or an intra state entity is applying for MTOA, concurrence of the concerned State Load Dispatch Centers, both from injection and drawl point SLDCs is to be submitted along with the application in the enclosed format (**FORMAT-MTOA-3**).

5. APPLICATION FEE

An application for Medium-term open access shall be accompanied by a non-refundable application fee to be paid as per the following rate in favour of “Bihar State Power Transmission Company Limited” as specified in BERC (Terms and Conditions of Intra –State Open Access) regulations, 2018

Application fees are to be paid through DD in favour of Senior manager BSPTCL or directly credited to Bihar State Power Transmission Company Limited, Account electronically through RTGS(Real-time gross settlement) as per details given below:

Payee: Bihar State Power Transmission Company Ltd.

Name of Bank : Bandhan Bank

Branch : ...Ashiana Nagar, Patna...

IFSC : ...BDBL0001577.....

A/c No. :...50160008875297.....

Provided that proof of payment directly credited to above BSPTCL account must be attached with the application.

6. Procedure for medium-term open access

The procedure for filing application seeking MTOA is as per clauses 13 of BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018.

7. APPLICATION

Documents to be submitted along with the application:

- Duly filled in Application in specified format.
- Incomplete application shall be rejected.
- Proof of payment of Application fee
- Concurrence from SLDC / SLDCs as applicable.
- PPA or Sale-purchase agreement of power
- In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA

**** Note - Incomplete application shall be rejected.**

The Application should be submitted in a sealed envelope with “Application for MTOA” clearly marked on the envelope. The application shall be addressed to

Director (Operation)
Bihar State Power Transmission Company Limited
(State Transmission Utility)
4th Floor, Vidyut Bhawan - I
Bailey Road, Patna-800021
Email. Id.- stubsptcl2019@gmail.com

8. GRANT OF MTOA

- The grant of MTOA shall be subject to ATC.
- Available Transfer Capability (ATC) for MTOA will be worked out after allowing the already approved applications for Long-term access, Medium Term Open Access and Transmission reliability margin.
- Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)
- Definitions
- “Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.
- “Transmission Reliability Margin (TRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions.
- “Available Transfer Capability (ATC)” means the transfer capability of the inter-control area transmission system available for scheduling commercial transactions (through long

term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically ATC is the Total Transfer Capability less Transmission Reliability Margin.

- The STU may revise the TTC, ATC and TRM due to change in system conditions, which includes change in network topology or change in anticipated active or reactive generation or load, at any of the nodes in the study. Such revision should clearly state the reasons thereof.
- While issuing MTOA permission STU may grant or reject or reduce the time period or reduce the quantum of power applied for MTOA Application during the intimation. In case of rejection or reduction of time period, STU shall inform the reasons for doing so, in writing to the Applicant, SLDCs and STUs. The grant of MTOA shall be as per format given at **FORMAT-MTOA-4**.
- After the grant of MTOA, the applicant shall sign the agreement for sharing the transmission charges within one month of grant of MTOA, which will form a part of the medium-term open access agreement (**FORMAT-MTOA-5**). The MTOA Agreement shall contain the quantum of power, date of commencement and end of medium-term open access, the point of injection of power into the grid and point of drawl from the grid, the details of dedicated transmission lines required, if any, and the bank guarantee required to be given by the applicant.
- After signing of the MTOA agreement, the applicant shall submit a Bank Guarantee (BG) to STU/Transmission Licensee equivalent to estimated transmission charges of two months within 15 days from the grant of MTOA. The estimated average transmission charges would be reviewed every six months/MTOA period whichever is less and accordingly the amount of Bank Guarantee would be enhanced/reduced by Medium-term customers.
- The agreement for MTOA is to be signed by the applicant with the State Transmission Utility in case medium-term open access is granted by the State Transmission Utility. While seeking medium-term open access to an inter-State transmission licensee, other than the State Transmission Utility, the applicant shall sign a tripartite MTOA agreement with the State Transmission Utility and the inter- State transmission licensee.
- In case the MTOA agreement has not been signed or requisite bank guarantee has not been submitted by the applicant within the stipulated period, the grant of MTOA shall be cancelled by the STU and the same shall be informed to Applicant, concerned SLDC.
- Immediately after grant of medium-term open access, the nodal agency(STU) shall inform the SLDCs concerned so that they can consider the same while processing requests for short- term open access received under BERC (Terms and condition of intra-state open access) Regulations, 2018 as amended from time to time.

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

9. CONSENT BY STU, SLDC OR DISTRIBUTION LICENSEE

The consent by STU, SLDC or Distribution Licensee will be done as per the BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018 and procedure & formats mentioned in this guidelines.

10. SCHEDULING OF MEDIUM TERM OPEN ACCESS TRANSACTION

- The scheduling jurisdiction and procedure, curtailment and revision of schedule of MTOA transactions, metering, energy accounting and accounting of (Unscheduled Interchange) UI charges shall be as per the BERC (Terms and condition of intra-state open access) Regulations, 2018 as amended from time to time and the Bihar Electricity Grid Code, as amended from time to time. While scheduling on day-ahead basis, long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.
- No refund of transmission charges shall be made due to above curtailment.

11. TRANSMISSION CHARGES

The transmission charges for use of the Intra-STs shall be recovered from the medium-term customers in accordance with terms and conditions of tariff specified by the Commission from time to time and as per the clause 19 of chapter 5 of BERC (Terms and condition of intra-state open access) Regulations, 2018 as amended from time to time.

The transmission charges for Intra State transmission system shall be paid directly to the State Transmission Utility.

For payment of monthly transmission charges, irrevocable revolving LC through a scheduled commercial bank in favour of “Bihar State Transmission Company Limited.” equivalent to 105% of the average monthly transmission charges shall be opened by MTOA applicant 15 days before the commencement date of MTOA. LC should remain valid upto one month after MTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be required to be furnished in favour of “Bihar State Transmission Company Limited”, which would be in place 3 (three) months prior to the date of scheduled commencement of MTOA with validity upto 1 (one) month after the expiry of MTOA period.

The fees and charges for the SLDC including charges for the Unified Load Despatch and Communication Centre shall be payable by the medium-term customer directly to the State Load Dispatch Centre.

12. ENCASHMENT / DISCHARGE OF BANK GUARANTEE

The Bank Guarantee will be encashed in case the applicant defaults on payment of transmission charges. The Bank Guarantee shall be recouped and remain valid upto one month after MTOA period.

13. EXIT/ DOWNSIZING

A customer, who has been granted MTOA, may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the medium-term customer relinquishing its rights shall pay applicable transmission charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is lesser. Further, the above compensation paid by medium-term customer shall be used for reducing transmission charges payable by other long-term customers and medium-term customers in the year in which such compensation payment is due in the ratio of transmission charges payable for that year by such long term customers and medium-term customers.

Once downsizing request has been accepted by STU, an intimation of MTOA for the reduced power shall be issued and the same shall be informed to Applicant, concerned SLDCs and STUs. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

14. GENERAL

The applicant shall keep the nodal agency (STU) and SLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.

All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.

The applicant shall abide by the provisions of the Electricity Act, 2003, BERC (Terms and condition of intra-state open access) Regulations, 2018 and Bihar Electricity Grid Code, as amended from time to time.

In order to resolve the issues arises, this procedure shall be reviewed or revised by the Nodal agency/STU with prior approval of Hon'ble BERC.

All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Medium-term Open access in INTRA-STs shall be directed to Hon'ble BERC for redressal.

FORMAT-MTOA-1

On Non Judicial Stamp paper of Rs.10

AFFIDAVIT

In the matter of filing application to Bihar State Power Transmission Limited, for grant of Medium Term Open Access/Long Term Access under BERC (Terms and condition of intra-state open access) Regulations, 2018.

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)....., do solemnly affirm and say as follows:

1. 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.
4. I submit that M/s.....(name of the company)..... is a registered company(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of BERC, the company can file the enclosed application.
5. I submit that all the details given in the enclosed application for grant of Connectivity/Medium Term Open Access/Long Term Access alongwith necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)
Name of the Applicant

(To be duly attested by Notary)

FORMAT-MTOA-2

Application for Grant of Medium Term Open Access (MTOA)

1 Name the Applicant

2 Address for Correspondence

3 Contact Details

Prime Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

Alternate Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

4 Nature of the Applicant

Normal Generator (other than captive)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

Others

**5 Details for Medium Term Open Access
(MTOA)**

**5a Quantum (MW) for which MTOA
required**

5b Date from which MTOA required
*(not earlier than 5months and not later than
1 year from the last day of the month in
which application has been received)*

5c Date upto which MTOA required
*(3 months to 3 years from the date from
which MTOA is required)*

5d Injection of Power

Entity
State/Region

Quantum
Connectivity with the Grid

5e Drawal of Power

Entity
State/Region
Quantum
Connectivity with the Grid

6 Details of DD/Cheque (Application Fee)

Amount (in Rs.)
DD/Cheque No.
Date
Bank Name
Branch Name

7 Details of Bank Guarantee

Amount (in Rs.)
Bank Name
Period of Validity

FORMAT-MTOA-3

“No Objection Certificate of --<<Name of State>>- LDC”

<<Format in which NOC is to be given by SLDCs to a Utility or intra-state Entity for submission to STU>>

NOC No._____Dated._____

1. Name of the SLDC issuing NOC :
2. Region : North / West / South / East / North-East
3. Name of the Entity :
4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom/Licensee etc.) :
5. Point(s) of Connection :
6. Max. MW ceiling allowed for Injection* :
7. Max. MW ceiling allowed for Drawal* :
- (* SLDCs may specify different MW ceilings for different time blocks, if required.)
8. Validity Period : From : << Date >> To: <<Date >>

9. Transmission losses (besides Regional Transmission losses)

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

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission losses		
Distribution Licensees losses		
Any other charges		

Declaration:

It is hereby certified that:

- a) We have “No Objection” to seeking and availing Open Access by <<Name of Entity>>, through Intra-STS up to the MW ceiling as specified above, in accordance with applicable regulations of BERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Dispatch Centers shall be directly settled by Power Exchange with us.
- d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.
- e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.
- h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, at least 10 working days prior to the day of transaction. In such cases, the SLDC shall also be informed simultaneously.

Signature

Name

Designation

(Authorized Signatory of STU)

Place:

Phone No.:

Date:

FORMAT-MTOA-4

Intimation for grant of Medium Term Open Access (MTOA)

1 Intimation No.

Date :

2 Ref. Application No.

Date :

3 Name of the Applicant

4 Address for Correspondence

5 Nature of the Applicant

Normal Generator (other than captive)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

6 Details for Medium Term Open Access (MTOA)

6a Quantum (MW) for which MTOA is granted

6b Date from which MTOA is granted

6c Date upto which MTOA is granted

7 Injection of Power

Entity

State/Region

Quantum

Connectivity with the Grid

8 Drawal of Power

Entity

State/Region

Quantum

Connectivity with the Grid

9 Transmission Charges Applicable

FORMAT-MTOA-5

Agreement for Medium Term Open Access

BULK POWER TRANSMISSION AGREEMENT

BETWEEN

.....

AND

BIHAR STATE POWER TRANSMISSION LIMITED

This Bulk Power Transmission Agreement entered into on theday of.....Two thousand between BSPTCL, which is the STU, incorporated under the Companies Act, 1956 and wholly owned by Government of Bihar, having its registered office at 4th Floor, Vidyut Bhawan – I Bailey Road, Patna-800001(hereinafter called “BSPTCL” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and___a Medium Term transmission customer incorporated under the companies Act, 1956 having its office at (hereinafter called “Medium Term transmission 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 the Medium Term transmission customer is a **generating company/licensee/consumer permitted by State Commission** and is desirous to avail Medium Term Open Access in accordance with BERC (Terms and condition of intra-state open access) Regulations, 2018 and Electricity Act 2003 to the Transmission System of BSPTCL.

And Whereas in accordance with “BERC (Terms and condition of intra-state open access) Regulations, 2018.and Electricity Act 2003 open access shall be allowed by BSPTCL to Medium Term open access customer.

And Whereas the Medium Term open access is required by the Medium Term transmission customer as per the following details:

Injection Utility

Name _____

Location_____

Region_____

Capacity(MW)_____

Drawee Utility(ies)

Name_____

Location _____

Region(s) _____
Capacity(MW) _____

Date from which the open access is granted is _____ for a period of _____

And Whereas in accordance with the system studies carried out by BSPTCL, following transmission system is required to facilitate operationalization of above Medium term open access..... _____ (Name of transmission system)

And

Whereas the implementation of above transmission system is to be undertaken by Medium Term Transmission Customer.

And Whereas Medium Term transmission customer has agreed to share and pay all the transmission charges of Intra State Transmission System (INTRA-STTS) for the use of INTRA-STTS of

Bihar and _____ Region (ERPC) as per the BERC Regulations and sharing of transmission charges in vogue.

And Whereas it has become incumbent upon both the parties to enter in to Bulk Power Transmission Agreement as envisaged under the BERC (Terms and condition of intra-state open access) Regulations, 2018.

AND WHEREAS the Medium term transmission customer is desirous of wheeling its power through medium term open access on the same terms and conditions as contained under the Electricity Act 2003 or Bihar Grid Code or BERC (Terms and condition of intra-state open access) Regulations, 2018, as the case may be (including their amendments if any) and withstanding anything in this agreement, procedure for inter-state medium-term open access shall be as per Bihar Electricity Regulatory Commission (Grant of Connectivity, Long Term Open Access and Medium Term Open Access in Inter state Transmission and related matters) Regulations, 2009 or its statutory re-enactment as amended from time to time.

Provided that in respect of a consumer connected to a distribution system seeking inter-state medium term open access, the SLDC, before giving its consent as required under the central commission's regulations, shall obtain the consent of the distribution licensee concerned.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows :

1.0 (a) Medium Term transmission customer shall share and pay the transmission charges of INTRA-STS of Bihar/SLDC Region and Region (as applicable) including charges for inter regional links and system strengthening scheme and any addition thereof.

(b) Medium Term Transmission customer would provide security in the form of irrevocable Bank Guarantee (BG) in favor of BSPTCL, equivalent to two (2) months estimated average transmission charges of concerned Region(s) applicable to the long-term transmission customer. The security mechanism shall be valid till One month after the validity of the open access.

(c) The estimated average transmission charges would be reviewed every six months or till the period of medium term open access, whichever is lesser, and accordingly the amount of security would be enhanced / reduced by Medium Term transmission customers.

(d) In case the Medium Term transmission customer defaults in payment of the monthly charges BSPTCL bills then, BSPTCL shall be entitled to encash BG immediately.

(e) In case of encashment/ adjustment of the BG by BSPTCL against non-payment of monthly charges by medium-term transmission customer, the same should be immediately recouped by medium term transmission customer before the next billing cycle.

(f) The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by

i) A Public Sector Bank or

ii) Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

iii) Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A –(A minus) or equivalent by reputed rating agency.

2.0 BSPTCL agrees to provide Medium Term Open Access required by Medium term transmission customer as per the details mentioned above and in accordance with the Regulations.

3.0 The Medium Term transmission customer may relinquish its rights, fully and partly as per the provisions of the Regulations.

4.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Dispute Resolution Mechanism provided under Regulation 40 of the BERC (Terms and condition of intra-state open access) Regulations, 2018.

5.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access.

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

Witness

**1. For and on behalf of
BSPTCL**

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

ANNEXURE-„X“

PROFORMA FOR BANK GUARANTEE
(To be stamped in accordance with stamp Act)

Ref.....

Bank Guarantee No.....

Dated

To

M/s Bihar State Power Transmission Company Limited.

Dear Sirs,

In consideration of the Bihar State Power Transmission company Ltd. (hereinafter referred to as the „BSPTCL“ 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 tohaving its registered office at _____(hereinafter referred to as thewhich expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated. _____with charges valued at Rs. _____. And whereas the said Agreement has been unequivocally accepted by the(Applicant) and thehaving agreed to provide a Bank Guarantee in favor of the SLDC as payment security guaranteeing to bear the full charges of BSPTCL transmission system including charges for inter-regional links/SLDC charges amounting to Rs. _____for a period of _____.

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 the BSPTCL on its first written demand any and all monies payable by thein respect of the said transmission charges/ SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the BSPTCL on the Bank shall be conclusive and binding notwithstanding any difference between the BSPTCL andor 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 the BSPTCL and further agrees that the guarantee herein contained shall continue to be enforceable till the BSPTCL discharges the guarantee. The decision of the

BSPTCL declaring the to be payment default as aforesaid shall be final and binding on the Bank.

The BSPTCL 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 theand to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the BSPTCL and theor any other course or remedy or security available to the BSPTCL. The Bank shall not be released of its obligations under these presents by any exercise by BSPTCL or 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 the BSPTCL or any other indulgence shown by BSPTCL 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 the BSPTCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against theand notwithstanding any security or other guarantee the BSPTCL may have in relation to the 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 includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by theon 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)

.....
(Name)

.....
Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

PROCEDURE FOR MAKING APPLICATION FOR GRANT OF LONG TERM ACCESS TO INTRA-STTS

15. OUTLINE

This Procedure is in accordance with the various provisions of the BERC (Terms and condition of intra-state open access) Regulations, 2018 and notified in Bihar Gazette vide Notification No. Case No. BERC/SMP-03/2018-10 dated 13.07.2018. This procedure is to be read in conjunction with the Regulations.

This procedure shall apply to the Applications made for Long-Term Access (LTA) for use of intra-state transmission system (INTRA-STTS) and/or associated facilities, with or without inter-state transmission system received by the State Transmission Utility (STU) on or after the date notified by the Commission of coming into force of the Regulations and guidelines. The nodal agency for grant of LTA shall be the STU i.e. Bihar State Power Transmission Company Limited.

“Long Term Access” means the right to use the intra-state transmission system or distribution system for a period exceeding seven (7) years.

This Procedure is in accordance with the various provisions of the BERC (Terms and condition of intra-state open access) Regulations, 2018”. This procedure is to be read in conjunction with the Regulations.

16. APPLICATIONS FOR LTA

Application for LTA can be made by a Generating station including a captive generating plant, a consumer, an electricity trader or distribution licensee, a State Government owning some quantum of power. However the power station from which the power is being sourced or the load, as the case may be, should (i) already be connected to grid, whether the State grid or the inter-State grid, or (ii) have already been granted permission for connectivity to the grid or (iii) have already applied for connectivity to the grid or (iv) be making application for connectivity to the grid simultaneously with this application in line with the BERC (Terms and condition of intra-state open access) Regulations, 2018”.

Note: (i) “consumer” means any consumer eligible to avail open access as specified by the State Commission BERC (Terms and condition of intra-state open access) Regulations, 2018 under subsection 2(1) f.

(ii) There should exist require facility for metering and energy accounting at the point of drawl as per the BERC (Terms and condition of intra-state open access) Regulations, 2018.

(iii) All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.

LTA can be availed for any period exceeding seven (7) years and might require construction of new transmission capacities.

The nodal agency for grant of Long-term access in INTRA-STTS is the STU. All correspondence related to long-term access shall be addressed to

Director (Operation)
Bihar State Power Transmission Company Limited
(State Transmission Utility)
4th Floor, Vidyut Bhawan - I
Bailey Road, Patna-800021

Email. Id.- stubsptcl2019@gmail.com

An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected

17. SUBMISSION OF APPLICATION

The LTA applicant (hereinafter referred to as “applicant”) intending to avail LTA in INTRA-STIS shall make an application in prescribed format [**FORMAT-LTA-2**] to the Nodal Agency(STU) i.e, BSPTCL in a sealed envelope marked “Application for grant of long-term access in INTRA-STIS”, along with a prescribed format [**FORMAT-LTA- 1**] of affidavit duly attested by notary.

In case of generator or consumer, along with the application of LTA, the applicant shall submit the details of approved connectivity of the generator or consumer with grid point(s) or furnish the information about the connectivity application already submitted to the nodal agency.

In case an intra-State entity is applying for LTA, concurrence of concerned State Transmission Utilities of states having injection and drawl points shall be obtained in advance in the prescribed format [**FORMAT-LTA-3**] and attached with the application.

All payments are to be paid through DD or directly credited to Bihar State Power Transmission Company Limited account electronically through RTGS (Real-time gross settlement) as per details given below:

- Payee: Bihar State Power Transmission Company Ltd.
- Name of Bank : Bandhan Bank
- Branch : ...Ashiana Nagar, Patna...
- IFSC : ...BDBL0001577.....
- A/c No. :...50160008875297.....

The document showing proof of payment directly credited to above BSPTCL a/c must be attached with the application.

Above application shall also be accompanied by a non-refundable application fee and bank guarantee of Rs. 10,000/- (Rupees ten thousand only) per MW of the total power to be transmitted. The bank guarantee shall be in favour of “Bihar State Power transmission Company Limited”.

The bank guarantee to be submitted **as per format given at FORMAT-LTA-4.**

18. PROCESSING OF APPLICATIONS

Assessing the adequacy of transmission capacity/system strengthening requirement

The applications shall be processed on first-come-first-served basis. The applications received during a month and upto the last day of the month shall be construed to have arrived concurrently. In case of applications received by post, the date of receipt of application at BSPTCL office shall be considered as the date of application.

The nodal agency i.e, BSPTCL shall carry out system studies in INTRA-STs to examine the adequacy of the transmission system corresponding to the time frame of commencement of long-term access to effect the desired transaction of power on long-term basis, using the Available Transfer Capability (ATC).

Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)

Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Transmission Reliability Margin (TRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area transmission system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically ATC is the Total Transfer Capability less Transmission Reliability Margin

The STU shall assess the Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM) of inter-regional links / Corridors. TTC, ATC, and TRM along with the details of basis of calculations, including assumptions if any, shall be put up on the website of STU/BSPTCL.

(a) If there is more than one application for long-term access in the same complex in similar time frame, the nodal agency shall undertake joint studies and prepare a consolidated proposal for transmission system strengthening.

i. While granting long-term access in INTRA-STs, the nodal agency shall communicate to the applicant, the date from which long-term access is granted and an estimate of the transmission charges likely to be payable based on the prevailing costs, prices and methodology of sharing of transmission charges specified by Bihar Electricity Regulatory Commission.

ii. The time frame for disposal of application is 120 days where augmentation of transmission system is not required and 150 days where augmentation of transmission system is required.

b. Confirmation of reservation of transmission capacity

i. Where system strengthening is not required

The nodal agency shall confirm grant of long-term access on format [FORMAT- LTA-5] within 120 days from the month in which application was received.

The applicant shall sign a long-term access agreement (FORMAT-LTA-6A) with BSPTCL. In case transmission system of inter-State transmission licensee other than STU is used, the applicant shall sign a tripartite long-term access agreement with BSPTCL and inter/intra State transmission licensee.

ii. Where system strengthening is involved

The nodal agency shall carry out system studies and identify the system strengthening requirement including transmission voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc. in consultation with CEA and BERC.

The nodal agency shall intimate grant of long-term access on format [FORMAT- LTA-5] indicating identified system strengthening within 150 days from the month in which application was received.

The applicant shall sign a long-term access agreement (FORMAT-LTA-6B) with BSPTCL. In case transmission system of inter/intra State transmission licensee other than STU is used, the applicant shall sign a tripartite long-term access agreement with BSPTCL and the inter/intra State transmission licensee.

The nodal agency/BSPTCL may change system strengthening requirements identified for a particular applicant project on the basis of any subsequent study carried out on its own motion or on another application for LTA, with the purpose of optimum utilization of the transmission system or to conserve limited right-of-way, and in such event, the changes carried out by the nodal agency shall be intimated to the applicant, or any other person associated with the LTA. Provided that the optimized system shall not work to the disadvantage of the applicant.

Applicant shall submit construction phase bank guarantee of Rs. 5 lakh per MW for the quantum of long-term access sought.

Applicant have to submit PPA or Sale-purchase agreement of Power.

In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed.

19. BULK POWER TRANSMISSION AGREEMENT (BPTA)

Bulk Power Transmission Agreement (BPTA) shall be signed by the applicant with BSPTCL, agreeing therein to pay transmission charges for use of the existing and additional regional and/or inter-regional transmission system as per billing system in vogue at that time. The applicant shall sign a tripartite long-term access agreement with BSPTCL and intra/ inter-State transmission licensee, in case long-term access to an inter-State transmission system belonging to a inter-State transmission licensee other than STU is granted.

For execution of work where system strengthening is involved, the parties should note the following:

- (i) The implementation of respective system strengthening works shall be taken up by BSPTCL/concerned licensee/applicant/any other agency identified by the State Power committee and BERC after signing of BPTA for timely commissioning and operation as per provision of BPTA.
 - (ii) The applicant/concerned licensee shall furnish progress of implementation of the respective generation project/system strengthening scheme, as applicable on quarterly basis to the nodal agency. Any other necessary execution or submission of information as per provisions of BPTA shall also be complied. In case BSPTCL is executing the works, BSPTCL shall inform the applicant of the progress being made for system strengthening.
-

- (iii) The applicant/concerned licensee shall inform, in writing, at least ninety days ahead of scheduled date of commissioning and commercial operationalisation of their generation project/system strengthening scheme, as applicable to BSPTCL with copy to SLDC and other concerned/affected persons.
- (iv) Based on information received above, the nodal agency shall confirm the applicant and concerned licensees at least sixty days ahead of scheduled date of commencement of long-term transaction and direct the applicant to:
 - a) Establish adequate payment security within fifteen days; and
 - b) Submit a request for scheduling of transaction to SLDC within fifteen days.
- (v) Whenever any equipment and/or drawing are proposed to be changed, then the applicant or licensee shall intimate necessary changes to the nodal agency. When changes are implemented, revised single line diagram shall be submitted by the applicant or licensee to the nodal agency.

20. SCHEDULING OF LONG TERM BILATERAL TRANSACTION

The scheduling, including the Load Despatch Centre under whose jurisdiction the applicant will fall, curtailment and revision of schedule of LTA transactions shall be as per the BERC (Terms and condition of intra-state open access) Regulations, 2018. While scheduling on day-ahead basis, long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.

21. TRANSMISSION SYSTEM CONSTRAINTS

In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawl schedule intimated by SLDC, the use of such intra/inter-State system shall be curtailed first, to the full extent o In case of curtailment of capacity by SLDC transmission charges payable shall remain unaffected of such deviation.

22. RENEWAL OF TERM FOR LONG-TERM ACCESS

On the expiry of the period of long-term access, the long-term access shall stand extended on a written request provided by the long-term customer in this regard to the State Transmission Utility mentioning the period for extension that is required.

Further, such a written request shall be submitted by the long term customer to the State Transmission Utility at least six months prior to the date of expiry of the long-term access. In case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand withdrawn.

23. Relinquishment of access rights

A long-term customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:-

1. Long-term customer who has availed access rights for at least 12 years
 - (i) Notice of one (1) year – If such a customer submits an application to the STU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.
 - (ii) Notice of less than one (1) year – If such a customer submits an application to the STU at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of a notice period of one (1) year.
2. Long-term customer who has not availed access rights for at least 12 (twelve) years – such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights. Such a customer shall submit an application to the STU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights. In case a customer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.

24. GENERAL

The applicant shall keep the nodal agency and SLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.

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

All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.

Payment of transmission charges, fees and charges for the concerned SLDC, unscheduled inter-change charges etc. as applicable shall be made by the applicant as per the BERC (Terms and Conditions of Intra-State Open Access) Regulations, 2018 and Tariff Order passed by the BERC from time to time.

The applicant shall abide by the provisions of the Electricity Act, 2003, BERC (Terms and condition of intra-state open access) Regulations, 2018 and Bihar Electricity Grid Code , as amended from time to time.

This procedure aims at easy and pragmatic disposal of applications made for Long-term Access in INTRA-STIS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of BERC.

All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Long-term access in INTRA-STIS shall be directed to BERC for redressal.

FORMAT-LTA-1

On Non Judicial Stamp Paper of Rs.10/-

AFFIDAVIT

In the matter of filing application to Bihar State Power Transmission Company Ltd, for grant of Long-term Access under BERC (Terms and condition of intra-state open access) Regulations, 2018.

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)....., do solemnly affirm and say as follows:

1. 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.

I submit that M/s.....(name of the company)..... is a registered company(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant BERC (Terms and condition of intra-state open access) Regulations, 2018, the company can file the enclosed application.

I submit that all the details given in the enclosed application for grant of Connectivity/Medium Term Open Access/Long Term Access along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)
Name of the Applicant

(To be duly attested by Notary)

FORMAT-LTA-2

Application for Grant of Long -term Access (LTA)

1 Name the Applicant

2 Address for Correspondence

3 Contact Details

Prime Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

Alternate Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

4 Nature of the Applicant

Normal Generator (other than captive)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

5 Details for Long Term Access (LTA)

5a Quantum (MW) for which LTA required

5b Date from which LTA required
(not earlier than 3 years from the last day of the month in which application has been received)

5c Date upto which LTA required
(12 years to 25 years from the date from which LTA is required)

5d Injection of Power (more than one only in case of single Drawal)

Entity-1

State/Region
Quantum-1
Connectivity with the Grid

Entity-2
State/Region

Quantum-2
Connectivity with the Grid

Entity-3
State/Region
Quantum-3
Connectivity with the Grid

Entity-4
State/Region
Quantum-4
Connectivity with the Grid

5e Drawal of Power (more than one only in case of single Injection)

Entity-1
State/Region
Quantum-1
Connectivity with the Grid

Entity-2
State/Region
Quantum-2
Connectivity with the Grid

Entity-3
State/Region
Quantum-3

Connectivity with the Grid

Entity-4
State/Region
Quantum-4
Connectivity with the Grid

**6 Details of DD/Cheque e-transaction
(Application Fee)**

Amount (in Rs.)
DD/Cheque transaction No.
Date
Bank Name
Branch Name

7 Details of Bank Guarantee

Amount (in Rs.)
Bank Name
Period of Validity

FORMAT-LTA-3

/ “No Objection Certificate of ---<<Name of State Transmission Utility>>SLDC”

<<Format in which NOC is to be given by STU to intra-state Entity for submission to STU>>

NOC No. _____ Dated. _____

1. Name of the STU issuing NOC :
2. Region : (North / West / South / East / North-East)
3. Name of the Entity :
4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom/Licensee etc.) :
5. Point(s) of Connection :
6. Max. MW ceiling allowed for Injection* :
7. Max. MW ceiling allowed for Drawal* :
- (* STUs may specify different MW ceilings for different time blocks, if required.)
8. Validity Period : From : << Date >> To: <<Date >>

9. Transmission losses (besides Regional Transmission losses)

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

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission losses		
Distribution Licensees losses		
Any other charges		

Declaration:

It is hereby certified that:

We have “No Objection” to seeking and availing Open Access by <<Name of Entity>>, through INTRA-STS upto the MW ceiling as specified above, in accordance with applicable regulations of BERC (Terms and condition of intra-state open access) Regulations, 2018.

a) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.

b) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with us.

c) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.

d) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.

e) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.

f) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.

g) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.

h) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, atleast 180 days prior to the day of transaction. In such cases, the SLDC shall also be informed simultaneously.

Signature

Name

Designation

(Authorized Signatory of SLDC/STU)

Place:

Phone No.:

Date:

FORMAT-LTA-4

**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Director (Operation)
Bihar State Power Transmission Company Limited
(State Transmission Utility)
4th Floor, Vidyut Bhawan - I
Bailey Road, Patna-800001
Email. Id.- stubsptcl2019@gmail.com

. Dear Sirs,

In consideration of the Bihar State Power Transmission Company Limited, (hereinafter referred to as the „BSPTCL “ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having applied for Long-term Access (LTA) with its Registered/Head office at.....(hereinafter referred to as the “LTA APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTA applicant that in case of failure /delay in abiding various BERC (Terms and condition of intra-state open access) Regulations, 2018 on the subject BSPTCL 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 BERC (Terms and condition of intra-state open access) Regulations, 2018 LTA applicant is required to furnish a Bank Guarantee for a sum of Rs 10,000/MW) as a security for fulfilling its commitments to BSPTCL as stipulated under Clause 2(C) of the aforesaid Regulation.

We.....

(Name & Address of the Bank)

having its 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 assigns) do hereby guarantee and undertake to pay the BSPTCL on demand any and all monies payable by the LTA APPLICANT to the extent ofas aforesaid at any time

upto**.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTA APPLICANT.

Any such demand made by the BSPTCL on the Bank shall be conclusive and binding not withstanding any difference between the BSPTCL and the LTA APPLICANT 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 consent of the BSPTCL and further agrees that the guarantee herein contained shall continue to be enforceable till the BSPTCL discharges this guarantee.

The BSPTCL 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. The BSPTCL 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 the BSPTCL and the LTA APPLICANT or any other course or remedy or security available to the BSPTCL. The Bank shall not be released of its obligations under these presents by any exercise by the BSPTCL 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 the BSPTCL or any other indulgences shown by the BSPTCL 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 the BSPTCL 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 APPLICANT and not withstanding any security or other guarantee the BSPTCL may have in relation to the LTA APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Dated this.....day of20.....at.....

WITNESS

.....

.....
(Signature)

.....
(Signature)

.....

.....
(Name) (Name)

.....

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

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.

FORMAT-LTA-5

Intimation for Grant of Long -term Access (LTA)

- 1 Intimation No.**
Date :
 - 2 Ref. Application No.**
Date :
 - 3 Name of the Applicant**
 - 4 Address for Correspondence**
 - 5 Nature of the Applicant**
 - Normal Generator (other than captive)
 - Captive Generator
 - Bulk Consumer
 - Electricity Trader
 - Distribution Licensee
 - Others
 - 6 Details for Long Term Access (LTA)**
 - 6a Quantum (MW) for which LTA is granted**
 - 7 Injection of Power (more than one only in case of single Drawal)**
 - Entity-1
 - State/Region
 - Quantum-1
 - Connectivity with the Grid
 - Entity-2
 - State/Region
 - Quantum-2
 - Connectivity with the Grid
-

Entity-3
State/Region
Quantum-3
Connectivity with the Grid

Entity-4
State/Region
Quantum-4
Connectivity with the Grid

8 Drawal of Power (more than one only in case of single Injection)

Entity-1
State/Region
Quantum-1
Connectivity with the Grid

Entity-2
State/Region
Quantum-2
Connectivity with the Grid

Entity-3
State/Region
Quantum-3
Connectivity with the Grid

Entity-4
State/Region
Quantum-4
Connectivity with the Grid

9 Transmission System for LTA

- 9a Date from which LTA is granted
 - 9b Date upto which LTA is granted
 - 9c Implementing Agency for transmission system required for LTA
 - 9d Agencies between which agreement is to be signed for implementation of transmission system
-

9e Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant

10 Transmission Charges Applicable

11 Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant

FORMAT-LTA-6A

Agreement for Long Term Access

(Applicable for One party requiring NO transmission system strengthening)

BULK POWER TRANSMISSION AGREEMENT

BETWEEN

.....

AND

BIHAR STATE POWER TRANSMISSION COMPANY LIMITED.

This Bulk Power Transmission Agreement entered into on theday of.....Two thousand between BIHAR STATE POWER TRANSMISSION COMPANY LIMITED, incorporated under the Companies Act, 1956 and wholly owned by Government of Bihar, having its registered office at 4th Floor, Vidyut Bhawan - I Bailey Road, Patna-800001 Email. Id.- stubsptcl2019@gmail.com which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part; and _____ a Long Term transmission customer incorporated under the companies Act, 1956 having its office at _____ (hereinafter called “Long Term transmission 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 the Long Term transmission customer is a **generating company/licensee/consumer/others permitted by State Commission** and is desirous to avail Long Term Open Access in accordance with BERC “(Terms and condition of intra-state open access) Regulations, 2018 and Electricity Act 2003 to the Transmission System of BSPTCL.

And Whereas in accordance with BERC (Terms and condition of intra-state open access) Regulations, 2018 and Electricity Act 2003 open access shall be allowed by STU to Long Term open access customer.

And Whereas the Long Term access is required by the Long Term transmission customer as per the following details:

Injection Utility

Name _____

Location _____

Region _____

Capacity(MW) _____

Drawee Utility(ies)

Name _____

Location _____

Region(s) _____

Capacity(MW)_____

Date from which the open access is granted is _____ for a period of _____

And Whereas in accordance with the system studies carried out by BSPTCL, following transmission system is required to facilitate operationalization of above Long term access.

_____(Name of transmission system)

And Whereas the implementation of above transmission system is to be undertaken by Long Term Transmission Customer.

And Whereas Long Term transmission customer has agreed to share and pay all the transmission charges of Inter State Transmission System (INTRA-STs) for the use of INTRA-STs of

_____Region and _____Region (Regions as applicable) and including system strengthening scheme and any addition thereof.

And Whereas it has become incumbent upon both the parties to enter in to Bulk Power Transmission Agreement as envisaged under the BERC “(Terms and condition of intra-state open access) Regulations, 2018

AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between BSPTCL and Bulk Power Beneficiaries of Bihar. A copy of BPTA entered into with East Central Railway is enclosed at Annexure A.

AND WHEREAS the Long term transmission customer is desirous of wheeling its power through Long term access on the same terms and conditions as contained in the Bulk Power Transmission Agreement. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A shall have the same meaning assigned to them under the Electricity Act 2003 or Grid code or BERC (Terms and condition of intra-state open access) Regulations, 2018, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A (As applicable) attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows :

1.0 (a) Long Term transmission customer shall share and pay the transmission charges of INTRA-STs of Bihar including charges for inter regional links and system strengthening scheme and any addition thereof.

(b) Long Term Transmission customer would provide security in the form of or irrevocable Bank Guarantee (BG) in favor of BSPTCL, equivalent to Two (2) months estimated average transmission charges of Bihar applicable to the long-term transmission customer. The security mechanism shall be valid till One month after the validity of the open access.

(c) The estimated average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced / reduced by Long Term transmission customers.

(d) In case the Long Term transmission customer defaults in payment of the monthly charges of BSPTCL bills then, BSPTCL shall be entitled to encash/adjust the FDR/ deposit/ BG immediately.

(e) In case of encashment/ adjustment of the / BG by BSPTCL against non-payment of monthly charges by Long-term transmission customer, the same should be immediately replenished/recouped by Long term transmission customer before the next billing cycle.

(f) The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by

i) A Public Sector Bank or

ii) Scheduled Indian Bank having paid up capital(net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

iii) Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A –(A minus) or equivalent by reputed rating agency.

2.0 BSPTCL agrees to provide Long Term Open Access required by Long term transmission customer as per the details mentioned above and in accordance with the Regulations under the BERC (Terms and condition of intra-state open access) Regulations, 2018 from time to time.

4.0 Copy of the Agreements dt._____entered with_____Region and dt._____entered with_____Region (as applicable) attached at Annexure A shall form part and parcel of this Agreement and accordingly all terms and conditions of Agreements dtd._____and dtd._____shall mutatis mutandis apply to the Long Term transmission customer. Any revision, replacement, modification and extension of Agreements dt._____and_____ (as applicable) shall also apply to the Long Term transmission customer.

5.0 The Long Term transmission customer shall not relinquish or transfer its rights and obligations specified in the Bulk Power Transmission Agreement, without prior approval of BSPTCL and BERC and subject to payment of compensation, as may be determined by the BERC.

6.0 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 40 of the BERC (Terms and condition of intra-state open access) Regulations, 2018.

7.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access.

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

Witness

**1. For and on behalf of
Bihar State Power Transmission Company Limited**

2. For and on behalf of
.....

FORMAT-LTA-6B

Agreement for Long Term Access

(Applicable for One party / Multi party developers requiring transmission system strengthening)

BETWEEN

BIHAR STATE POWER TRANSMISSION COMPANY LTD.

AND

OTHER LONG TERM TRANSMISSION CUSTOMERS

This Bulk Power Transmission Agreement entered into on the.....day of.....Two thousand Nine between **BIHAR STATE POWER TRANSMISSION COMPANY LTD** a company incorporated under the Companies Act, 1956, having its registered office at 4th Floor, Vidyut Bhawan – I Bailey Road, Patna-800021 (hereinafter called “**BSPTCL**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

and

Company -A., a company incorporated under the companies Act, 1956 having its registered office at _____ and

Company -B, a company incorporated under the companies Act, 1956 having its registered office at _____ and -

Company -Z, a company incorporated under the companies Act, 1956 having its registered office at _____ and

(hereinafter collectively referred to as Long Term Transmission Customers and individually referred to as *Company - A, BZ respectively*) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the second, third, fourth -----and -----respectively.

Whereas Long Term Transmission Customers are the Power Project Developers and are desirous to avail Long Term Open Access in accordance with BERC (Terms and condition of intra-state open access) Regulations, 2018, hereinafter referred to as “Regulations”. and Electricity Act 2003 (including their amendments if any) to the Transmission System of BSPTCL for transfer of power from the respective places of generation to the places of delivery as per the details contained in the **Annexure-1**.

- A) Whereas the comprehensive transmission system for above Long Term Open Access was evolved by CEA/BERC/GoB, developers, Constituents and BSPTCL which was discussed in a meeting held at ----- on ----.
- B) The transmission system required for direct evacuation of power from respective generating units to the pooling points of BSPTCL has been finalized in consultation with CEA/BERC/GoB, developers and Constituents and shall be built, owned, operated and maintained by respective Long Term Transmission Customers as indicated at **Annexure-2**.
- C) The common transmission system to evacuate and dispatch power to respective beneficiaries from the generation projects, has been finalized in consultation with CEA/BERC/GoB, developers and Constituents and shall be built, owned, operated and maintained by BSPTCL as indicated at **Annexure- 3**.
- D) Each of the project developers i.e., the long term transmission customer has agreed to share and bear the applicable transmission charges as decided by Bihar Electricity Regulatory Commission of the total transmission scheme as per Annexure-3 from the scheduled date of commissioning of respective generating units, corresponding to the capacity of power contracted from the said Generation project through open access as indicated at Annexure-1 irrespective of their actual date of commissioning. The sharing mechanism for these transmission charges has been agreed to be as per **Annexure- 4** of this agreement.
- E) AND WHEREAS in accordance with BERC (Terms and condition of intra-state open access) Regulations, 2018 and Electricity Act 2003 (including there amendment if any) and in accordance with the term mentioned above, BSPTCL has agreed to provide such open access required by these Long Term Transmission Customers from the date of availability of evacuation transmission system for the transfer of power as mentioned in Annexure 2 and Annexure 3 of this agreement.
- F) AND WHEREAS the parties have agreed that in case any of the asset mentioned at Annexure 3 are executed, owned and operated by any agency (ies) other than BSPTCL, as per the directives of competent authority (for which BSPTCL would immediately inform all the parties) then the tariff of the same would be payable by the long term customer directly to the concerned agency(ies) through a separate Agreement to be entered by the Long term customer with the concerned agency(ies).
- G) AND WHEREAS Long term transmission customers have agreed to share and pay all the transmission charges of BSPTCL in accordance with the regulation/tariff order issued by Bihar Electricity Regulatory Commission from time to time for the use of its Transmission System of Bihar including inter regional links/SLDC charges and any additions thereof in proportion to their proposed capacity addition as indicated at Annexure-1 of this Agreement. These charges would be shared and paid from the scheduled date of commissioning of respective generating units as indicated at Annexure-1.
-

H) AND WHEREAS it has become incumbent upon Long term Transmission Customers and BSPTCLL to enter in to Bulk Power Transmission Agreement as envisaged under the BERC (Terms and condition of intra-state open access) Regulations, 2018 (including their amendments if any) for payment of above transmission charges.

I) AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between BSPTCL and Bulk Power Beneficiaries of all the regions. A copy of BPTA entered into with East Central Railway is enclosed at Annexure A.

J) AND WHEREAS the Long term transmission customer is desirous of wheeling its power to its consumers through long term open access on the same terms and conditions as contained in the Bulk Power Transmission Agreement of the respective Region. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A shall have the same meaning assigned to them under the Electricity Act 2003 or Grid code or BERC (Terms and condition of intra-state open access) Regulations, 2018 or Bihar Electricity Regulatory Commission Regulations, 2009, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A is attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

1.0 In accordance with BERC (Terms and condition of intra-state open access) Regulations, 2018 and Electricity Act 2003 (including there amendment if any) and in accordance with the term mentioned above, BSPTCL agrees to provide such open access required by these Long Term Transmission Customers from the date and in the manner mentioned in the Annexure 1, Annexure 2 , Annexure 3 and Annexure 4 of this agreement for a period of years from the schedule date of generation of individual long-term open access customers.

2.0 (a) Long term transmission customer shall share and pay the transmission charges in accordance with the regulation/tariff order issued by BERC from time to time of BSPTCL transmission system of Bihar.

Region including charges for inter regional links SLDC/ULDC/SLDC charges and any additions thereof. These charges would be applicable corresponding to the capacity of power contracted from the said generation project through open access from the scheduled date of commissioning of generating projects as indicated at Annexure-I irrespective of their actual date of commissioning.

- (b) Long term transmission customer shall share and pay the transmission charges of the transmission system detailed in Annexure-3 in accordance with the sharing mechanism detailed in Annexure-4. In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.
 - (c) Each Long term transmission customer its successor/assignee shall pay the applicable transmission charges from the date of commissioning of the respective transmission system which would not be prior to the scheduled commissioning date of generating units as indicated by of the respective developer as per Annexure-1. The commissioning of transmission system would be preponed only if the same is agreed mutually by concerned parties.
 - (d) In addition to opening of LC for 105% of estimated average monthly billing for charges mentioned at 2(a) and 2(b) above, Long-Term Transmission customer would provide security in the form of irrevocable Bank Guarantee (BG), in favor of BSPTCL, equivalent to two months estimated average monthly billing, three months prior to the scheduled date of commissioning of generating units as indicated at Annexure-1. Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed from time to time till the expiry of the open access.
 - (e) The estimated average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced/reduced by long term transmission customers.
 - (f) In case the long term transmission customer defaults in payment of the monthly charges of BSPTCL bills then, BSPTCL shall be entitled to encash/adjust the BG immediately.
 - (g) In case of encashment / adjustment of the BG by BSPTCL against non-payment of monthly charges by long-term transmission customer, the same should be immediately replenished/recouped by long-term transmission customers before the next billing cycle.
-

- (h) The format for bank guarantee is enclosed as **Annexure-X**. The Bank Guarantee shall be issued by

iv) A Public Sector Bank or

- v) Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement

or

- vi) Any foreign Bank with overall International corporate rating or rating of long term debt not less than A –(A minus) or equivalent by reputed rating agency.

3.0 BSPTCL agrees to provide Long Term Open Access required by Long term transmission customer as per the details mentioned above and in accordance with the Regulations under the BERC(Terms and condition of intra-state open access) Regulations, 2018 and conditions specified by the BERC from time to time.

However, during the tenure of this agreement if any of the covenants and conditions recited in this agreement including agreements at Annexure- A found inconsistent with the provisions of the Electricity Act 2003 and/or applicable notifications/rules/regulations issued either by BERC or by GOI as per the provisions of the Electricity Act then notwithstanding anything contained in the agreement referred to above, the said rules and regulations shall prevail.

4.0 Copy of the Agreements entered with East Central Railway dated ----- (Annexure-A) shall form part and parcel of this Agreement and accordingly, all terms and conditions of Agreements dated -----, -----, ----- and shall mutatis mutandis apply to the Long term transmission customer. Any revision, replacement, modification and extension of these Agreements shall also apply to the Long term transmission customer.

- 5.0 (a) The Long term transmission customer shall not relinquish or transfer its rights and obligations specified in the Bulk Power Transmission Agreement, without prior approval of BSPTCL and BERC and subject to payment of compensation in accordance with the BERC Regulations issued from time to time.

- 6.0 (a) In case any of the developers fail to construct the generating station /dedicated transmission system or makes an exit or abandon its project, BSPTCL shall have the right to collect the transmission charges and/ or damages as the case may be in accordance with the notification/regulation issued by BERC from time to time. The developer shall furnish a Bank guarantee from a nationalized bank for an amount which shall be equivalent to Rs.5 (five)Lakhs/MW to compensate such damages. The bank guarantee format is enclosed as **Annexure-Y**. The details and categories of bank would be in accordance with clause 2 (h) above. The Bank guarantee would be furnished in favour of BSPTCL within 3 (three) months of signing of this Agreement.
- (b) This bank guarantee would be initially valid for a period of six months after the expected date of commissioning schedule of generating unit(s) mentioned at Annexure-1 or actual date of commissioning whichever is earlier. The bank guarantee would be encashed by BSPTCL in case of adverse progress of individual generating unit(s) assessed during coordination meeting as per para 7 below. However, the validity should be extended by concerned Long Term transmission customer(s) as per the requirement to be indicated during co-ordination meeting.
- (c) The BSPTCL shall build transmission system included at Annexure-3 keeping view of various commissioning schedules, however, till the completion of identified transmission elements the transfer of power will be based on the availability of system on short term basis.
- (d) In the event of delay in commissioning of concerned transmission system from its schedule, as indicated at Annexure-4 BSPTCL shall pay proportionate transmission charges to concerned Long Term Open Access Customer(s) proportionate to its commissioned capacity (which otherwise would have been paid by the concerned Long Term Open Access Customer (s) to BSPTCL) provided generation is ready and BSPTCL fails to make alternate arrangement for dispatch of power.

7.0. In order to monitor/ review the progress of generating units along with its direct evacuation lines and also the common transmission system, Joint co-ordination meeting with the representative of each developers and BSPTCL shall be held at regular interval (preferably quarterly) after signing of this Agreement.

8.0 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 40 of the BERC (Terms and condition of intra-state open access) Regulations, 2018.

9.0 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 war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting 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 of 30 days to the other party to this effect. Transmission/drawal 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.

10. In the event of finalizations of beneficiaries by the developers the applicable transmission charges and other charges covered under this agreement would be payable by the concerned beneficiary. These charges would be effective only from the date of signing of agreement by concerned beneficiary with BSPTCL for the validity period of open access.

11. This Agreement shall be valid from the date of signing of this agreement till the validity of open access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case Long Term Transmission Customers continue to get transmission services from the BSPTCL even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

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

Witness

1. **For and on behalf of**
BIHAR STATE POWER TRANSMISSION
COMPANY LIMITED.

Signature :..... **Signature:.....**

Name:..... **Name:.....**

Designation..... **Designation.....**

3. **For and on behalf of**

Company A

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

..

.

**For and on behalf of
Company Z**

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

Annexure-1

List of Gen Projects and their beneficiaries

Details of Generation Projects

Sl. No.	Applicant	Gen. Project Capacity (MW)	LTOA Applied for (MW)	Location	Time Frame (Unit wise)	Long Term Access granted (Area)	
						NBPDCL	SBPDCL
1.							
2.							
3.							

Annexure-2

Transmission system to be implemented by Generation project developers and its schedule of commissioning

Sl. No. Name of Scheme & Elements

No.

1.

2.

3.

4.

.

Note:

- b) The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
- c) In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
- d) In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

Annexure-3

Transmission System under the Scope of BSPTCL

Sl. No. Name of Scheme & Elements

No.

1.

2.

3.

Note:

1. The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
2. In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
3. In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

Annexure-4

Transmission Charges for the transmission system of respective Generation Projects

The transmission charges for different stages of the transmission system would be borne by the generation developers / beneficiaries as given below:

- The dedicated transmission system indicated at Annexure-2 i.e. from the generation switchyard up to various pooling points/substations shall be built, owned and operated by the generation project developer.
- However, some of the dedicated transmission system indicated at Annexure-3 i.e. from the generation switchyard up to various pooling points/substations shall be built, owned and operated by BSPTCL. The transmission charges for these dedicated transmission system shall be paid by the concerned generation developers.
- The charges for the transmission system (other than the dedicated system) indicated at Annexure-3 would be borne by the generation developers in proportion to capacity for which long term open access has been sought. The transmission charges will be corresponding to phased development of transmission system and in each time frame, charges should be shared by all the generation developer whose generation projects are scheduled to come up in that time frame or earlier.
- The long term Open Access Applicants would also have to share the applicable Regional transmission charges in proportion to the Long term capacity sought by them as per BERC (Terms and condition of intra-state open access) Regulations, 2018.
- As the transmission system has been evolved considering target beneficiaries and tentative allocation indicated by the developer(s) in their application, some transmission strengthening may be required in the receiving end/region once the beneficiaries/quantum of allocation is finalized. The cost/tariff of such system strengthening would also have to be borne by the developer(s) as and when identified.
- In the event of default by any developer under Clause 5 and 6 of this Agreement, the transmission charges for the system mentioned at Annexure-3 would be shared by balance developers. However, the damages collected (if any) from the defaulting developer(s) under clause 5 & 6 of this agreement shall be adjusted for the purpose of claiming transmission charges from the balance (remaining) developers.

The composite transmission scheme would be developed in phases keeping in view the commissioning schedule of generation project. Depending upon the status of various generation projects as informed by different generation developers, the details of phasing of development of transmission system has been evolved. Details of staging are described as follows –

Stage-I

Generation project and its schedule

.....
.....

Transmission System

Transmission system to be developed by the generation developer and its schedule

.....
.....

Transmission system to be developed by BSPTCL and its schedule

.....
.....

Sharing of transmission charges by above developers.

Stage-I

Generation project and its schedule

.....
.....

Transmission System

Transmission system to be developed by the generation developer and its schedule

.....
.....

Transmission system to be developed by BSPTCL and its schedule

.....

Sharing of transmission charges by above developers.

Note: In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

ANNEXURE-„X“

PROFORMA FOR BANK GUARANTEE
(To be stamped in accordance with stamp Act)

Ref.....

Bank Guarantee No.....

Dated

To

M/s Bihar State Power Transmission Company Ltd.

Dear Sirs,

In consideration of the Bihar State Power Transmission Company Ltd. (hereinafter referred to as the „BSPTCL“ 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/ULDC/SLDC/ tohaving its registered office at _____(hereinafter referred to as thewhich expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated. _____with charges valued at Rs. _____. And whereas the said Agreement has been unequivocally accepted by theand thehaving agreed to provide a Bank Guarantee in favor of the BSPTCL as payment security guaranteeing to bear the full charges of BSPTCL transmission system including charges for inter-regional links/ULDC charges/SLDC charges amounting to Rs. _____for a period of _____.

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 the BSPTCL on its first written demand any and all monies payable by thein respect of the said transmission charges/ ULDC charges/SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the BSPTCL on the Bank shall be conclusive and binding notwithstanding any difference between the BSPTCL andor 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 the BSPTCL and further agrees that the guarantee herein contained shall continue to be enforceable till the BSPTCL discharges the guarantee. The decision of the

BSPTCL declaring the to be payment default as aforesaid shall be final and binding on the Bank.

The BSPTCL 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 theand to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the BSPTCL and theor any other course or remedy or security available to the BSPTCL. The Bank shall not be released of its obligations under these presents by any exercise by BSPTCL or 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 the BSPTCL or any other indulgence shown by BSPTCL 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 the BSPTCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against theand notwithstanding any security or other guarantee the BSPTCL may have in relation to the 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 one year), as may be desired by theon 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)

.....
(Name)

.....
Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Annexure-Y

**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Bihar State Power Transmission Company Limited
(State Transmission Utility)
4th Floor, Vidyut Bhawan - I
Bailey Road, Patna-800021

Dear Sirs,

In consideration of the Bihar State Transmission Company Ltd, (hereinafter referred to as the „BSPTCL“ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No.....dated.....with LONG TERM TRANSMISSION CUSTOMER (Name of Customer with its Registered/Head office at (hereinafter referred to as the “LTOA CUSTOMER ” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTOA customer in the said Agreement that in case of failure /delay to construct the generating station /dedicated transmission system or makes an exit or abandon its project by LTOA CUSTOMER, BSPTCL shall have the right to collect the transmission charges and or damages considering the total estimated capital investment to be made by BSPTCL for total scheduled injection by LTOA CUSTOMER for an amount which shall be equivalent to the amount calculated based on the scheduled MW capacity of the project @Rs.Lakh/MW to compensate such damages.

AND WHEREAS as per the aforesaid agreement LTOA customer is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to BSPTCL as stipulated under Clause 12.2 c of the BERC (Terms and condition of intra-state open access) Regulations, 2018.

We.....

(Name & Address of the Bank)

having its 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 assigns) do hereby guarantee and undertake to pay the BSPTCL on demand any and all monies payable by the LTOA CUSTOMER to the extent ofas aforesaid at any time upto**.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA CUSTOMER.

Any such demand made by the BSPTCL on the Bank shall be conclusive and binding not withstanding any difference between the BSPTCL and the LTOA CUSTOMER 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 consent of the BSPTCL and further agrees that the guarantee herein contained shall continue to be enforceable till the BSPTCL discharges this guarantee.

The BSPTCL 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 LTOA CUSTOMER. The BSPTCL 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 LTOA CUSTOMER, 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 the BSPTCL and the LTOA CUSTOMER or any other course or remedy or security available to the BSPTCL. The Bank shall not be released of its obligations under these presents by any exercise by the BSPTCL 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 the BSPTCL or any other indulgences shown by the BSPTCL 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 the BSPTCL 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 LTOA CUSTOMER and not withstanding any security or other guarantee the BSPTCL may have in relation to the LTOA CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand

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.

Dated this.....day of20.....at.....

WITNESS

.....

.....
(Signature)

.....
(Signature)

.....

.....
(Name)

.....
(Name)

.....

.....
(Official Address)

.....
(Designation with Bank Stamp)

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.