

UNDERTAKING FOR SHORT TERM PURCHASE/SALE OF POWER UNDER OPEN ACCESS

I/ We, name on behalf of M/s name of the firm, HT S/c No.

having its Registered office at address and Works at address undertake as under:-

1. I/We will get installed ABT compliant special energy meters of accuracy class 0.2S as main meter at our premises at our own cost in addition to TOD meter already installed as HT/EHT OA consumer of TANGEDCO & minimum, double core CT & PT's of accuracy class 0.2S/0.2 as per prescribed metering guidelines. I/ We will supply copies of test report of the meter from NABL Approved Lab & test report from MRT for CT/PT and site report by MRT /TANGEDCO and compliance report for completion of formalities as per guidelines from SEs concerned.
2. I/We will restrict our total demand to be within our sanctioned/contract demand during non-peak load hours and during peak load restriction hrs I/We will be eligible only to draw total power admissible as per peak hour quota granted by TANGEDCO and Open Access power only. This implies that I/We undertake to restrict our total drawl during peak hour period to the extend of peak hour quota granted by TANGEDCO and Open Access power only.
3. I/We will restrict our power purchase under open access keeping in view the regulatory measures/power cuts imposed by TANGEDCO on feeders supplying power to our unit. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per NOC/Standing Clearance/Concurrence is curtailed or cancelled by SLDC as per Regulation of TNERC (Open Access) Regulations, 2005, I/We shall immediately reduce/stop the drawl of power thro' open access failing which SLDC may suspend the NOC/Standing Clearance/Concurrence for 3 days for each day's default.
4. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the TANTRANSCO /TANGEDCO to meet the requirement of performance standards as specified in Grid Codes for the concerned inter-connection point(s). I/We shall ensure that our loads do not cause violation of these standards. Open access on the transmission system and wheeling on distribution system shall be subject to transmission and distribution system constraints. The provision of Open access shall remain suspended/curtailed during such period at the absolute discretion of SLDC/TANTRANSCO/TANGEDCO.
5. I/We shall not be liable for any claim for any loss or damage whatsoever arising out of failure due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God and any other reason including grid's failure beyond the control of TANTRANSCO/ TANGEDCO.
6. I/We agree to rostering restrictions imposed by TANTRANSCO/ TANGEDCO. on our feeders (Applicable only for customers connected to mixed load feeder.).
7. I/We undertake that Short Term Open access to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default but not limited to the following: -
  - i) Having being declared as insolvent or bankrupt.
  - ii) Having defaulted in clearing outstanding dues of SLDC, TANTRANSCO/ TANGEDCO. for more than two months.
  - iii) Feeder status falling under ineligible category for grant of Open Access.
  - iv) Withdrawal of consent by Distribution Licensee (TANGEDCO)
8. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name/agreement with the trader, advance