

JOINT ELECTRICITY REGULATORY COMMISSION

(FOR THE STATE OF GOA AND UNION TERRITORIES)

DRAFT NOTIFICATION

Gurugram, the September, 2020

No. JERC: 1/2020.—In exercise of the powers conferred under section 86(3) and Section 181 of the Electricity Act, 2003 (36 of 2003) and all other powers enabling the Commission in this behalf and after previous publication, the Joint Electricity Regulatory Commission for the State of Goa & Union Territories hereby makes the following amendments in the Joint Electricity Regulatory Commission for the State of Goa & Union Territories (Connectivity and open Access in Intra-State Transmission and Distribution) Regulations, 2017.

1. Short Title, Commencement and Extent

- i. These Regulations shall be called the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Connectivity and Open Access in Intra-State Transmission and Distribution) (First Amendment) Regulations, 2020.
- ii. These Regulations shall come into force from the date of their publication in official Gazette.
- iii. These regulations extend to the State of Goa and the Union Territories of Andaman & Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman & Diu, Lakshadweep and Puducherry.

2. Amendment to Regulation 2 of the Principal Regulations:

The following definitions shall be amended/added in Regulation 2 of the Principal Regulations:—

“c.1) **“Average Power Purchase Cost”** (APPC) means the Weighted Average Pooled Price of power purchase at Distribution Licensee’s periphery, as approved by the Commission in the Tariff Order of the respective year but excluding energy purchased from Renewable Energy sources;”

“d.1) **“Banking of Energy”** is the process under which a Renewable Energy Generating Station supplies power to the grid temporarily with the intention of exercising its eligibility to draw back this power from the grid as per the conditions provided in these Regulations;”

“e.1) **“Billing cycle or billing period”** means the period for which regular energy bills as specified by the Commission, are prepared and raised by the Distribution Licensee;”

“e.2) **“Captive Generating Plant”** means a power plant as defined under Clause 3 of the Electricity Rules, 2005 as amended from time to time and such captive plant may have co- located or distant located consumption entity;”

“i.1) **“Connection Agreement”** means the agreement to be entered into on approval of grant of Connectivity between a Distribution Licensee and Generating Station or a Captive Generating Plant or a Consumer, as the case may be;”

“r.2) **“Feed-in-Tariff”** means the Generic Tariff determined by the Commission for RE generating stations in accordance with the Joint Electricity Regulatory Commission for the State of Goa and UTs (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2019 or as amended from time to time;”

“r.3) **“Financial year”** or **“Year”** means the period beginning from first of April in an English calendar year and ending with the thirty first of the March of the next year;”

“u.1) **“Inter-connection point”** shall mean interface point of Renewable Energy generating facility with the transmission system or distribution system, as the case may be:

- i. in relation to wind energy projects and solar photovoltaic projects, inter-connection point shall be line isolator on outgoing feeder on HV side of the pooling sub-station;
- ii. in relation to small hydro power, biomass power and solar thermal power projects, the inter-connection point shall be line isolator on outgoing feeder on HV side of generator transformer;”

“u.2) **“Invoice”** means a periodical Bill/Supplementary Bill or an Invoice/Supplementary Invoice raised by the Distribution Licensee to the Consumer;”

“bb.1) **“Settlement Period”** means the period beginning from first of April in an English calendar year and ending with the thirty first of the March of the next year;”

“hh.1) **“Tariff Order”** in respect of a Distribution Licensee means the order in force issued by the Commission for that Distribution Licensee indicating the tariff to be charged by the Distribution Licensee from various categories of consumers for supply of electricity;”

“hh.2) **“Third Party Consumer”** is an entity apart from Distribution Licensee, purchasing power from Generating Station through open access for its own use;”

3. Clause 4 of the principal Regulation 4.4 shall be omitted.

4. Insertion of New Regulations

After the Chapter 7 (titled **Chapter 7: Commercial Matters**) and before the Chapter 8 (titled **Chapter 8: Information System**) of the Principal Regulations, the following new Chapter 7A (titled **Chapter 7A: Banking of Energy**) and Regulations 7A.1 & 7A.2 are inserted.

“Chapter 7A: Banking of Energy”

“7A.1 Terms and Conditions for Banking of Energy

1. The Distribution Licensee shall allow the arrangement of Banking of Energy to all the Captive Renewable Energy based Generating Stations and Renewable Energy based Generating Stations supplying power to Third Party Consumer through Open Access in State/Union Territory, who intend to avail such facility, in its area of supply on non-discriminatory basis in accordance with the guidelines issued by the Distribution Licensee:

Provided that these Regulations shall not be applicable for the plants covered under Joint Electricity Regulatory Commission (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019.

2. Banking of Energy upto 20% of the total energy generated by Renewable Energy Generating Station on monthly basis shall be allowed subject to technical feasibility regarding evacuation:

Provided that withdrawal of banked energy shall be allowed only during the same financial year in which the energy has been banked.

3. The unutilised banked energy at the end of the financial year, limited to 20% of the total generation by Renewable Energy Generating Station in such financial year, shall be considered as deemed purchase by the Distribution Licensee at Average Power Purchase Cost (APPC) of the concerned Distribution Licensee or Feed-in-Tariff determined for that year without considering subsidy and Accelerated Depreciation, whichever is lower.

4. The unutilised banked energy at the end of the financial year, in excess of 20% of total generation by Renewable Energy Generating Station in such financial year shall lapse and no compensation shall be applicable on such energy at the end of the financial year.
5. Banking Charges at the rate of 5% of the banked energy shall be applicable in kind. Banking Charges shall be applicable at the time of drawal of banked energy. For unutilized banked energy at the end of financial year limited to 20% of total generation by Renewable Energy Generating Station, Distribution Licensees shall make payment or unutilized energy after adjusting the banking charges.
6. The Banking Facility shall be allowed to Captive Renewable Energy based Generating Stations and Renewable Energy based Generating Stations supplying power to third-party under Open Access in State/Union Territory, for the entire useful life of the Renewable Energy Generating Station.
7. The Banking as well as withdrawal of banked energy shall be subject to Day Ahead Scheduling in accordance to the provisions of Chapter 5 of this Regulations. The power withdrawn by the Captive consumer/Third Party consumer, as ascertained by Special Energy Meter readings, which is not against the banked power, shall be considered as power purchased by the Captive Consumer/Third Party consumer.
8. Banking facility shall only be allowed to Renewable Energy Generating Stations supplying power for captive consumption or third-party sale within the State/Union Territory (Intra-State supply of power).
9. The Generating Station (including Captive Generating Station) and Distribution Licensee and/or Transmission Licensee shall enter into a Wheeling, Transmission and Banking Agreement (WTBA). The format of Wheeling, Transmission and Banking Agreement shall be issued by the Commission separately.
10. The Generating Station (including Captive Generating Station) and the Distribution Licensee shall enter into a Connection Agreement upon grant of Connectivity. The format of Connection Agreement shall be issued by the Commission separately.”

“7A.2 Commercial Settlement of Banking

1. For each billing period, the Distribution Licensee shall show the quantum of electricity injected by the Renewable Energy Generating Station in the billing period, quantum of electricity withdrawn by the Captive consumer/Third Party consumer from such Generating Station in the billing period, net electricity qualifying for payment by the

Captive Consumer/Third Party consumer for that billing period, and net carried over electricity to the next billing period separately.

2. If the electricity injected exceeds the electricity withdrawn during the billing period, such excess injected electricity shall be carried forward to the next billing period as electricity credit subject to maximum of 20% of electricity generated by Renewable Energy Generating Station and shall be utilized to net the electricity withdrawn in future billing periods.
3. If the electricity withdrawn exceeds the electricity injected by the RE based Generating Station, the Distribution Licensee shall raise invoice for the net electricity withdrawn by the Captive Consumer/Third Party consumer after taking into account Banking Charges and any electricity credit balance remaining from previous billing period.
4. The net energy withdrawn during the billing period after adjusting the electricity credit from previous billing period shall be treated as consumed by the Captive Consumer/Third Party consumer and shall be billed by the Distribution Licensee at the tariff rates as approved by the Commission in the retail tariff order for the relevant year.
5. The banked energy remaining unutilized at the end of the financial year limited to 20% of the total energy generated by Renewable Energy Generating Station shall be treated as sold to the Distribution Licensee and shall be paid to the Renewable Energy Generating Station by the Distribution Licensee at the Average Power Purchase Cost of the concerned Distribution Licensee or Feed-in-Tariff determined for that year without considering subsidy and Accelerated Depreciation, whichever is lower.”

RAKESH KUMAR, Secy.

**JOINT ELECTRICITY REGULATORY COMMISSION FOR
THE STATE OF GOA AND UNION TERRITORIES**

Explanatory Memorandum

For

**Draft JERC (Connectivity and Open Access in Intra-State
Transmission and Distribution) (First Amendment)
Regulations, 2020**



2020

**JOINT ELECTRICITY REGULATORY COMMISSION
For the State of Goa and Union Territories,**

3rd and 4th Floor, Plot No. 55-56, Pathkind Lab Building,
Sector -18, Udyog Vihar, Phase IV
Gurugram, (122015) Haryana

Telephone: +91(124) 2875302

Telefax: +91(124) 2342853

Website: www.jercuts.gov.in

Email: secy-jerc@nic.in

1 INTRODUCTION

1.1 Background

1.1.1 The enactment of the Electricity Act, 2003 (“the Act” or “the EA 2003”) in June 2003 has radically changed the legal and regulatory framework applicable to the renewable energy sector in India, as it has specific provisions for promotion of renewable energy technologies. The Act provides for policy formulation by the Government of India and mandates Electricity Regulatory Commissions (ERCs) to take steps to promote renewable sources of energy within their area of jurisdiction.

1.1.2 The Joint Electricity Regulatory Commission (‘JERC’ or ‘the Commission’) has been taking appropriate steps for promoting energy generation from renewable energy technologies.

1.1.3 In the past, the Commission has notified several Regulations and Amendments which are directly or indirectly promoting energy generation from Renewable Energy technologies. Some of these Regulations are as mentioned below:

- JERC Procurement of Renewable Energy Regulations 2010 including three amendments
- JERC (Solar Power -Grid Connected Ground Mounted and Solar Rooftop and Metering) Regulations, 2015
- JERC (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2019
- JERC (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019

1.1.4 In pursuance of the Electricity Act, 2003, which envisaged Open Access, the Joint Electricity Regulatory Commission issued its Open Access in Transmission and Distribution Regulations 2009, which were followed by new Regulations in 2010. Subsequently JERC (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 were notified in March 2018 repealing the earlier Regulations in the matter.

1.1.5 The Commission now proposes to amend the JERC (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 in order to provide additional promotional measure of banking of Renewable Energy to promote the Renewable Energy in the State/UTs

which comes under the jurisdiction of JERC.

1.2 Legal and Policy Framework for Renewable Energy

1.2.1 Electricity Act, 2003

- 1.2.1.1 **Tariff determination for Renewable energy sources:** As per sub-section (h) of Section 61 of EA 2003, the Commission shall be guided by promotional aspect as regards renewable energy sources. The relevant extract of provision of the EA 2003 is as under:

“61. The Appropriate Commission shall, subject to the provisions of this Act, specify the terms and conditions for the determination of tariff, and in doing so, shall be guided by the following, namely:

...

(h) the promotion of co-generation and generation of electricity from renewable sources of energy;”

- 1.2.1.2 **Promotion of renewable energy sources:** Under Section 86 of the EA 2003, the Regulatory Commissions are required to specify obligations of various entities to procure renewable energy equivalent to a specified percentage of the total consumption of electricity in the area of distribution licensee. The relevant extract of the EA 2003 is as under:

“86. The State Commission shall discharge the following functions, namely -

...

(e) promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee”.

1.2.2 National Electricity Policy

- 1.2.2.1 Clause 5.12 of the National Electricity Policy stipulates several conditions in respect of promotion and harnessing of renewable energy sources, as reproduced below:

“5.12.1 Non-conventional sources of energy being the most environment friendly there is an urgent need to promote generation of electricity based on such sources of energy. For this purpose, efforts need to be made to reduce the capital cost of projects based on non-conventional and renewable sources of

energy. Cost of energy can also be reduced by promoting competition within such projects. At the same time, adequate promotional measures would also have to be taken for development of technologies and a sustained growth of these sources.

5.12.2 The Electricity Act 2003 provides that co-generation and generation of electricity from non-conventional sources would be promoted by the SERCs by providing suitable measures for connectivity with grid and sale of electricity to any person and also by specifying, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee. Such percentage for purchase of power from non-conventional sources should be made applicable for the tariffs to be determined by the SERCs at the earliest. Progressively the share of electricity from non-conventional sources would need to be increased as prescribed by State Electricity Regulatory Commissions. Such purchase by distribution companies shall be through competitive bidding process. Considering the fact that it will take some time before non-conventional technologies compete, in terms of cost, with conventional sources, the Commission may determine an appropriate differential in prices to promote these technologies.”

1.2.3 Tariff Policy

1.2.3.1 The Tariff Policy notified on January 6, 2006 and January 28, 2016 has further elaborated on the role of Regulatory Commissions, mechanism for promoting harnessing of renewable energy, and timeframe for implementation, etc.

1.2.3.2 Clause 6.4 of the Tariff Policy dated January 28, 2016 addresses various aspects associated with promotion and harnessing of renewable energy sources, as reproduced below:

“6.4

(2) States shall endeavour to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources from projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government.

(3) The Central Commission should lay down guidelines for pricing intermittent power, especially from renewable energy sources, where such procurement is not through competitive bidding. The tariff stipulated by CERC shall act as a ceiling for that category.

(4) In order to incentivize the Distribution Companies to procure power from renewable sources of energy, the Central Government may notify, from time to time, an appropriate bid-based tariff framework for renewable energy, allowing the tariff to be increased progressively in a back-loaded or any other manner in the public interest during the period of PPA, over the life cycle of such a generating plant. Correspondingly, the procurer of such bid-based renewable energy shall comply with the obligations for payment of tariff so determined.”

2 Proposed Amendments

2.1 BANKING OF ENERGY

2.1.1 In view of various legal and policy framework enabling promotion of Renewable Energy, the Commission has proposed to introduce Banking facility for Renewable Energy based Captive Generating Stations and Renewable Energy Generating Stations supplying power to third party consumer through open access. The banking facility shall benefit all the RE based Generating Stations which are intermittent in nature along with the Open access consumers purchasing power from these generating stations.

2.1.2 The provisions of Banking facility provided in some of the major Renewable Energy rich States is set out in the Table below:

States/Provisions	Applicability of Banking of Energy	Banking Charges	Treatment of Unutilized Banked Energy
Andhra Pradesh (APERC)	<i>Third Party Sale & Captive RE users: Banking Allowed for Wind, Solar and Small HEP. Banking settlement period 1 Month.</i>	<i>Banking charges shall be 2% of the energy drawl</i>	<i>Unutilized Energy to be purchased by Licensee at Pooled Power Purchase Cost</i>
Karnataka (KERC)	<i>Third Party & Captive RE Sale: Allowed</i>	<i>Banking charges shall be 2% of the energy banked.</i>	<i>Unutilized energy shall be purchased at 85% (for non-REC wind, mini hydel and solar energy projects) of the RE generic Tariff.</i>
Madhya Pradesh (MPERC)	<i>Third Party RE Sale: Allowed Captive RE Users: Allowed if not registered with Distribution Licensee</i>	<i>2% of Energy input to be deducted as Wheeling Charges</i>	<i>Unutilized energy shall be settled at lowest bidding rate for the year for third party sale. For RE Captive users, unutilized energy to be settled at APPC determined by MPERC.</i>
Maharashtra (MERC)	<i>Third Party & Captive RE Sale: Allowed The Period of banking has been defined as 1 Month.</i>	<i>Banking charges shall be adjusted in kind @ 2% of the energy banked.</i>	<i>The unutilized banked energy at the end of the month, limited to 10% of the actual total generation by such RE generator in such month, shall be considered as deemed purchase by the Distribution Licensee at a rate equivalent to that stipulated under yearly Generic RE Tariff Order applicable for respective technology</i>

States/Provisions	Applicability of Banking of Energy	Banking Charges	Treatment of Unutilized Banked Energy
Rajasthan (RERC)	<i>Third Party RE Sale: Banking Not Allowed. RE Captive Users: Banking Allowed. Further, the Period of banking has been allowed as 1 month.</i>	<i>Banking charges at the rate of 2% of banked energy in each month. (In New Draft Regulations, Banking charges are proposed as 10%)</i>	<i>The RE Power Generator/ Developer would be entitled to get payment @60% of energy charges applicable for large industrial power tariff, excluding fuel surcharge, if any, in respect of 10% of unutilized banked energy after the end of month of banking. Unutilized banked energy, in excess of 10% shall lapse.</i>
Tamil Nadu (TNERC)	<i>Third Party RE Sale: Banking Not Allowed. RE Captive Users: Banking Allowed. The Period of banking has been allowed as 1 month.</i>	<i>For existing WEG Banking Charges of 14% of Banked energy unutilized at the end of financial year. For New Wind Generators after 01.08.2018 no banking charges for the banked energy for 1 month.</i>	<i>No such Provision/Clause</i>
Uttar Pradesh (UPERC)	<i>Third Party RE Sale: Banking Allowed (Except for SHP & MSW) RE Captive Users: Banking Allowed</i>	<i>Banking charges shall be 12% of the energy banked except for Solar and Wind Power for which it shall be 6% of the energy banked.</i>	<i>The unutilized banked energy for Non-conventional plant except SHP and MSW, be considered as sale to Licensee at Rs. 2/kWh.</i>
Uttarakhand (UERC)	<i>Third Party RE Sale: Banking Allowed for Non-fossil fuel-based Cogeneration Stations. RE Captive Users: Banking Allowed</i>	<i>Banking charges shall be 12.5% of the energy banked.</i>	<i>The unutilized banked energy on the expiry of the financial year would be treated as sale at the tariff determined by the Commission in its TO for the year during which the power was banked or at the generic tariff specified by the Commission in case of a Non-fossil fuel based Co-generating stations. No banking charges shall be deducted from such unutilized banked energy.</i>

2.1.3 In the present Draft Regulations, the Commission has proposed to allow Banking of Energy to all the Renewable Energy based Captive Generating Stations and Renewable Energy based Generating Stations supplying power to Third Party Consumer through Open Access in State/Union Territory.

- 2.1.4 Further, it is noted that the banking facility poses challenges in power purchase planning and effective distribution grid management. In order to minimize the impact of these issues, it is intended that the banking facility is to be provided to consumers with some limits. In such case, it is envisaged that use of distribution system for intermittent generation shall be kept minimum. Hence, it is proposed that the Banking of Energy upto 20% of the total energy generated by Renewable Energy Generating Station on monthly basis shall be allowed subject to technical feasibility regarding evacuation and withdrawal of banked energy shall be allowed only during the same financial year in which the energy has been banked.
- 2.1.5 It is noted that there is variation in generation on month to month basis in case of Solar and Wind Projects but at the same time due to improvement in technology it will become easier and more accurate to forecast/schedule the generation from such projects. Considering this variability but improvement in technology, the banking facility is allowed on monthly basis with settlement at the end of the year.
- 2.1.6 It is also proposed that unutilised banked energy at the end of the financial year, limited to 20% of the total generation by RE Generating Station in such financial year, shall be considered as deemed purchase by the Distribution Licensee at Average Power Purchase Cost (APPC) of the concerned Distribution Licensee or Feed-in-Tariff, whichever is lower. The reason behind this as in many of the UTs which comes under jurisdiction of JERC, Average Power Purchase Cost is very high. To avoid the misuse of Banking facility provided to RE generators, the Commission has proposed the deemed purchase by the Distribution Licensee at APPC or Feed-in-Tariff, whichever is lower.
- 2.1.7 It can be seen from the above table which describes the position of Banking facility in some of the major States, Banking Charges is in the range of 2% to 12.5% of the banked energy. Hence, in order to protect interest of Consumers as well as the Distribution Licensees, Banking Charges are proposed at the rate of 5% of the banked energy applicable in kind.
- 2.1.8 Accordingly, the Commission proposes following provision in Draft JERC (Connectivity and Open Access in Intra-State Transmission and

Distribution) (First Amendment) Regulations, 2020 as under:

“d.1) “Banking of Energy” is the process under which a Renewable Energy Generating Station supplies power to the grid temporarily with the intention of exercising its eligibility to draw back this power from the grid as per the conditions provided in these Regulations;”

“7A.1 Terms and Conditions for Banking of Energy

1. The Distribution Licensee shall allow the arrangement of Banking of Energy to all the Captive Renewable Energy based Generating Stations and Renewable Energy based Generating Stations supplying power to Third Party Consumer through Open Access in State/Union Territory, who intend to avail such facility, in its area of supply on non-discriminatory basis:

Provided that these Regulations shall not be applicable for the plants covered under Joint Electricity Regulatory Commission (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019.

2. Banking of Energy upto 20% of the total energy generated by Renewable Energy Generating Station on monthly basis shall be allowed subject to technical feasibility regarding evacuation:

Provided that withdrawal of banked energy shall be allowed only during the same financial year in which the energy has been banked.

3. The unutilised banked energy at the end of the financial year, limited to 20% of the total generation by Renewable Energy Generating Station in such financial year, shall be considered as deemed purchase by the Distribution Licensee at Average Power Purchase Cost (APPC) of the concerned Distribution Licensee or Feed-in-Tariff determined for that year without considering subsidy and Accelerated Depreciation, whichever is lower.

4. The unutilised banked energy at the end of the financial year, in excess of 20% of total generation by Renewable Energy Generating Station in such financial year shall lapse and no compensation shall be applicable on such energy at the end of the financial year.

5. Banking Charges at the rate of 5% of the banked energy shall be applicable in kind. Banking Charges shall be applicable at the time of drawal of banked energy. For unutilized banked energy at the end of

financial year limited to 20% of total generation by Renewable Energy Generating Station, Distribution Licensees shall make payment or unutilized energy after adjusting the banking charges.

6. The Banking Facility shall be allowed to Captive Renewable Energy based Generating Stations and Renewable Energy based Generating Stations supplying power to third-party under Open Access in State/Union Territory, for the entire useful life of the Renewable Energy Generating Station.

7. The Banking as well as withdrawal of banked energy shall be subject to Day Ahead Scheduling in accordance to the provisions of Chapter 5 of this Regulations. The power withdrawn by the Captive consumer/Third Party consumer, as ascertained by Special Energy Meter readings, which is not against the banked power, shall be considered as power purchased by the Captive Consumer/Third Party consumer.

8. Banking facility shall only be allowed to Renewable Energy Generating Stations supplying power for captive consumption or third-party sale within the State/Union Territory (Intra-State supply of power).

2.2 Cross Subsidy Surcharge

2.2.1 The Commission has proposed to delete the clause 4 of the existing Open Access Regulations 4.4 which was *“The cross-subsidy surcharge on purchase of power from a renewable source shall be governed by the relevant Orders of the Commission.”*

2.2.2 The Commission has not issued any such Order which specify any relaxation or waiver of cross-subsidy surcharge on purchase of power from a renewable source and through this draft Regulation, the Commission is already providing an extra comfort to Open Access Consumers by introducing Banking facility. Hence, the Commission has decided to delete above mentioned clause. The Cross Subsidy Surcharge and other Open Access charges as approved by the Commission from time to time for Distribution Licensee shall also be applicable for consumers availing power from Renewable Energy Generating Stations through open access.

2.3 COMMERCIAL SETTLEMENT OF BANKING

- 2.3.1 Commercial Matters (Billing, Collection and Disbursement) specifically for the Open Access Consumers under Inter-state and Intra-state transactions are already defined in the JERC Open Access Regulations, 2017.
- 2.3.2 In the present Draft Regulations, the Commission has proposed to allow Banking, accordingly the Commission also laid down the provisions for the Commercial Settlement for Banking of Energy. Under the said provision of Commercial Settlement, the Commission has proposed the detailed procedure for billing of the banking facility separately for the cases where the electricity injected exceeds the electricity withdrawn during the billing period and where the electricity withdrawn exceeds the electricity injected by the RE based Generating Station and thereby settlement at the end of settlement period.
- 2.3.3 Accordingly, the Commission proposes following provision in Draft JERC (Connectivity and Open Access in Intra-State Transmission and Distribution) (First Amendment) Regulations, 2020 as under:

“7A.2 Commercial Settlement of Banking

- 1. For each billing period, the Distribution Licensee shall show the quantum of electricity injected by the Renewable Energy Generating Station in the billing period, quantum of electricity withdrawn by the Captive consumer/Third Party consumer from such Generating Station in the billing period, net electricity qualifying for payment by the Captive Consumer/Third Party consumer for that billing period, and net carried over electricity to the next billing period separately.*
- 2. If the electricity injected exceeds the electricity withdrawn during the billing period, such excess injected electricity shall be carried forward to the next billing period as electricity credit subject to maximum of 20% of electricity generated by Renewable Energy Generating Station and shall be utilized to net the electricity withdrawn in future billing periods after adjusting the Banking Charges.*
- 3. If the electricity withdrawn exceeds the electricity injected by the RE based Generating Station, the Distribution Licensee shall raise invoice for the net electricity withdrawn by the Captive Consumer/Third Party consumer after taking into account Banking*

Charges and any electricity credit balance remaining from previous billing period.

4. *The net energy withdrawn during the billing period after adjusting the electricity credit from previous billing period shall be treated as consumed by the Captive Consumer/Third Party consumer and shall be billed by the Distribution Licensee at the tariff rates as approved by the Commission in the retail tariff order for the relevant year.*

5. *The banked energy remaining unutilized at the end of the financial year limited to 20% of the total energy generated by Renewable Energy Generating Station shall be treated as sold to the Distribution Licensee and shall be paid to the Renewable Energy Generating Station by the Distribution Licensee at the Average Power Purchase Cost of the concerned Distribution Licensee or Feed-in-Tariff determined for that year without considering subsidy and Accelerated Depreciation, whichever is lower.”*

2.4 AGREEMENTS

2.4.1 The Commission proposes the execution of following agreements to be executed to facilitate connectivity and Wheeling, Transmission and Banking:

“i.1) “Connection Agreement” means the agreement to be entered into on approval of grant of Connectivity between a Distribution Licensee and Generating Station or a Captive Generating Plant or a Consumer, as the case may be;”

“7A.1

9.*The Generating Station (including Captive Generating Station) and Distribution Licensee and/or Transmission Licensee shall enter into a Wheeling, Transmission and Banking Agreement (WTBA). The format of Wheeling, Transmission and Banking Agreement shall be issued by the Commission separately.*

10.*The Generating Station (including Captive Generating Station) and the Distribution Licensee shall enter into a Connection Agreement upon grant of Connectivity. The format of Connection Agreement shall be issued by the Commission separately.”*

---X---X---X---

ANNEXURE I – MODEL WHEELING, TRANSMISSION AND BANKING AGREEMENT

Part I – WHEELING AND TRANSMISSION AGREEMENT

BETWEEN

.....

*[Enter name of
Distribution Licensee]
[Referred to as Party of
the First Part] AND*

.....

*[Enter name of
LTC/MTC*] [Referred to as
Party of the Second Part]*

AND

.....

*[Enter name of
Transmission Licensee]
[Referred to as Party of
the Third Part]*

-Relevant Parties to the Agreement:

- 1. Distribution Licensee – In case of BPWA with or without Banking agreement*
- 2. LTC/MTC – In all agreements*
- 3. Transmission Licensee – In case of BPTA with or without Banking agreement*

**Strike-through whichever is not applicable at all occurrences in the Agreement. In case LTC/MTC is Distribution Licensee, clauses on Inter-connection, Undertakings, Wheeling of Energy in the Agreement shall be interpreted accordingly*

This **TRANSMISSION AGREEMENT / WHEELING AGREEMENT** (as applicable) are entered into on..... *[enter day]* day of *[enter month]* Two Thousand..... *[enter year]* between *[enter name of Distribution Licensee/Electricity Department]*, a company incorporated under the Companies Act, 1956, having its Registered/Head office at *(hereinafter called"....."which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns)*, as party of the First part and between *[Name of Long Term Customer/ Medium Term Customer]* having its Registered/Head office at *(hereinafter called LTC/MTC as individually "....." which expressions shall, unless repugnant to the context or meaning thereof, include its successors and assigns)* as party of the Second part and between *[Name of Transmission Licensee]* *(if transaction involves transmission network) having its Registered/Head office at (hereinafter called as which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as party of the Third part.*

And whereas party of the First part is a Distribution Licensee, within the State of Goa or the Union Territories of Andaman and Nicobar Islands, Chandigarh, Dadra & Nagar Haveli, Daman & Diu, Lakshadweep, and Puducherry (as applicable) (hereinafter referred to as "the State or UTs, as applicable") and is bestowed with the responsibility to develop, own, operate and maintain an efficient, co-ordinated and economical distribution system in his area of supply in accordance with the provisions contained in the Electricity Act, 2003 (hereinafter referred to as "the Act"); and to provide non-discriminatory open access u/s 42(3) of the Act, to its distribution system for use by any Licensee or Generating Company or consumer permitted under Joint Electricity Regulatory Commission (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017, and amendments thereof (hereinafter referred to as JERC Open Access Regulations) on payment of wheeling charge, surcharge and additional surcharge and other charges (as may be applicable) as provided in JERC Open Access Regulations.

[enter any one of the following for party of the Second Part]

And whereas Party of the Second Part is a distribution licensee who has entered into agreement(s) for purchase of electricity from generating company(ies) or licensee(s) and/or sale of electricity to licensee(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; *[...if LTC/MTC is a licensee]*

or

And whereas Party of the Second Part is a generating company who has entered into agreement(s) for sale of electricity to licensee(s) and/or consumer(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; *[...if LTC/MTC is a generating company including Renewable Energy Generating Station]*

or

And whereas Party of the Second Part is a generating company operating or will operate a plant qualified as 'Captive Generating Plant' under the provisions of the Act and is willing to carry electricity from its captive generating plant to the destination(s) of use at *[enter destinations]* and/or has scheme to sell electricity to licensee(s)/consumer(s) *[enter if applicable]* situated within and/or outside the State and/or outside the State on long/medium term basis as specified in Annexure A; *[...if LTC/MTC is a generating company operating as captive generating plant]*

or

And whereas Party of the Second Part is a consumer, permitted to seek open access under the provisions of JERC Open Access Regulations, who has entered into agreement(s) for purchase of electricity from generating company (ies) or licensee(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; *[...if consumer is permitted as LTC/MTC]*

And whereas Party of the Third Part is a Transmission Licensee owning and operating transmission system in the State of Goa or Union Territories of (as applicable), as per its Licence, and is under a statutory obligation to provide non-discriminatory open access, under the provisions of section 40 (c) of the Electricity Act, 2003 and in accordance with JERC Open Access Regulations, 2017;

And whereas agreement(s) for purchase and/or sale of electricity signed by LTC/MTC, require exchange of energy upto kW/MW individually between him and specified seller(s) or buyer(s) (strikeout whichever is not applicable), as the case may be, for a fixed or varying quantum of power (kW/MW) at specified point(s) of injection and drawal interfaced with distribution system of party of the First part or interfaced with transmission system of party of Third Part;

And whereas LTC/MTC is desirous to avail long/medium term open access to distribution system of party of the First part for wheeling of electricity and/or Transmission System of party of Third Part for transmission of electricity between point(s) of injection and drawl in accordance with JERC Open Access Regulations; as detailed in Annexure-A;

And whereas LTC/MTC and Party of the First Part and/or Party of the Third Part have agreed to comply with such obligations, duties, time schedules, instructions or any other directions as set out by STU in JERC Open Access Regulations;

And whereas party of the First Part and/or Party of the Third Part has agreed to undertake wheeling and/or transmission of electricity from the point(s) of injection to point(s) of drawal, as detailed in Annexure-A, through distribution and/or transmission system built, maintained and operated by it and as strengthened from time to time on mutually agreed terms and conditions;

And whereas LTC/MTC has agreed to comply with installation of ABT compatible meters at point(s) of injection and drawal and meet all requirements of communication as mandated by STU;

And whereas LTC/MTC has agreed to make payment strictly as per provisions of JERC Open Access Regulations;

And whereas LTC/MTC has agreed to ensure compliance of directions issued by party of the First Part and/or party of the Third Part through any instrument prior to or after grant of long/medium term open access;

And whereas the party of the First part and/or party of the Third part and party of the Fourth part have as per their letters dated given their consent for wheeling and/or transmission and banking [banking in the case of Renewable Energy Generating Stations (including RE based Captive Generating Stations) only] subject to the Terms and Conditions as set out in this agreement.

NOW THEREFORE in consideration of the foregoing premises and mutual agreements, covenants and conditions set forth herein, party of the First Part and/or Party of the Third Part and Party of the Fourth Part (in case of Banking) and LTC/MTC, i.e., Party of the Second Part do hereby agree as follows:-

DEFINITIONS

Any Words and expressions used in this Agreement shall have the same meaning as defined in the Act, JERC Open Access Regulations 2017, Grid Code, Supply Code or any other JERC Regulations.

A. INTER-CONNECTION

1. The LTC/MTC shall be connected with the network of the Transmission/Distribution Licensee in accordance with the connectivity agreement under the provisions JERC Open Access Regulations. In case the above Regulations do not specify connectivity standards for a particular voltage level, the same shall be in accordance with Grid Code, Supply Code or any other applicable JERC Regulations or CEA standards.
2. Exchange of power shall be in accordance with connectivity agreement under the provisions of JERC Open Access Regulations, details of which are to be specified in Annexure A. The system upto injection point and subsequent to drawal point shall be operated and maintained by LTC/MTC.
3. The LTC/MTC shall install, at its own cost, protection equipment, viz., protection system,

communication system or similar equipment for the protection of its own equipment as well as equipment of the Transmission/Distribution Licensee. LTC/MTC shall obtain the approval of the Transmission/Distribution Licensee for the specifications of such equipment and shall furnish the test reports, to the Transmission/Distribution Licensee, as may be required.

4. The LTC/MTC shall get its facilities and/or equipment inspected by the Transmission/Distribution Licensee before commencement of wheeling and/or banking and/or transmission and annually thereafter. Further, the LTC/MTC shall obtain the following approvals:
 - a) Approval of the Electrical Inspectorate for the purpose of electrical safety;
 - b) Synchronization approval from the Transmission/Distribution Licensee;
 - c) Written approval / concurrence for wheeling and/or banking and/or transmission of injected energy shall be in accordance with JERC Open Access Regulations, 2017 and its amendments, thereof, before synchronization:

Provided that if the approval/Concurrence is not made within the specified time limit of above provisions, then it shall be deemed as approved;
5. The LTC/MTC shall ensure that the metering and protection facility be, open on notice for inspection by the authorized representatives of the concerned Transmission/Distribution Licensee;
6. LTC/MTC shall give written notice of at least fifteen days in advance to the STU/Transmission Licensee/Distribution Licensee before the commercial operation date where no system strengthening is involved. However, if system strengthening is involved, then the timelines will be in accordance with JERC Open Access Regulations, 2017 and its amendments, thereof. The same shall also be intimated in writing to the respective SLDC;
7. The Transmission/Distribution Licensee shall not be liable for losses or damages, if any, consequent to any line outage prior to injection point or subsequent to drawal point, for any reason whatsoever, due to which power is not evacuated.

B. UNDERTAKINGS

1. Obligations of the *[Name of LTC] / [Name of MTC]*:

- I. The LTC/MTC at all times shall have statutory approvals, clearances, and permits as set out in Annexure-B of this agreement. Further, LTC/MTC shall undertake to establish, operate & maintain its own system in accordance with the Act, State Grid code, Distribution code and other applicable Regulations, Rules, Codes and Standards abiding prudent utility practices
- II. The LTC/MTC shall be liable to pay all applicable charges in accordance with JERC Open Access Regulations, 2017 and its amendments, thereof and other applicable JERC Regulations.
- III. The LTC/MTC shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- IV. The LTC/MTC shall furnish, when required, any data necessary for the system studies conducted by the Transmission/ Distribution Licensee.
- V. The LTC/MTC shall establish Letter of Credit and make payment of bills as per JERC Open Access Regulations, 2017 and its amendments, thereof.
- VI. LTC/MTC shall comply with instructions/directions of State/Area Load Dispatch Centre.

2. Obligations of Transmission/Distribution Licensee

The *[Name of Transmission Licensee]/ [Name of Distribution Licensee]* shall:

- i. Abide by the State Grid code, Distribution code and other applicable Regulations, Rules, Codes and Standards.
- ii. Shall own, operate and maintain its transmission/distribution system and shall develop additional transmission/distribution system from time to time in order to maintain an efficient, co-ordinated and economical transmission/distribution system in accordance with the provisions of the Act, Rules and Regulations in force. Such system may also be used by LTC/MTC in synchronism with inter-State transmission system, as the case may be, for conveyance of contracted capacity under open access between specified point(s) of injection and drawl as detailed in Annexure A.
- iii. shall endeavour to maintain reliability of power except in case of occurrences or situations beyond its control for which distribution/transmission licensee shall not be held responsible

- and LTC/MTC agrees to indemnify distribution/transmission licensee on that account.
- iv. shall have right to take measures to prevent imminent damage to any equipment installed in its distribution/transmission system and LTC/MTC agrees for curtailment of supply, if any, that occurs due to such measures taken up by distribution/transmission licensee. However, Distribution/Transmission Licensee agrees to notify LTC/MTC about such occurrence, in advance if planned, otherwise after occurrence in case of emergency. The Distribution/Transmission Licensee shall ensure to take remedial measures to prevent or avert repetition of such occurrences in future.
 - v. The Transmission/Distribution Licensee shall not impose any restrictions on the operation of LTC/MTC except for reasons of safe operation of the grid.
 - vi. The Transmission/Distribution Licensee shall not be liable to pay any compensation for any damage caused to any system of LTC/MTC resulting from parallel operation with the grid.

C. METERING

1. Installation, periodical testing, calibration, maintenance of meters, checking and other related aspects (for both main and check meters) shall be undertaken in accordance with JERC Open Access Regulations, 2017 and amendments thereof read with provisions specified in the JERC Grid Code.
2. In case any tampering of metering cubicle or energy meters is detected or observed at injection or drawal points, the Transmission/Distribution Licensee shall have the right to withdraw the Wheeling facilities and/or Banking facility to the LTC/MTC subject to the 30 days notice period to the defaulting entity to file its response. The Transmission/Distribution Licensee shall give in writing the reasons for withdrawal of wheeling and/or Banking facility.

D. WHEELING OF ENERGY:

1. Since approval of open access is granted prior to signing BPTA/BPWA, accordingly the transaction with its quantum of power along with parties to exchange stands approved at the time of signing BPTA. Any addition or deletion in the list of consumers shall be deemed approved by the Transmission/Distribution Licensee provided the transferred power capacity is within the earlier power quantum. No supplemental agreement shall be required to be signed, for such addition or

deletion of the consumers.

2. Subject to JERC Regulations/Orders, the energy injected by the generation facility under wheeling shall be charged first to the consumption of LTC/ MTC. The residual energy at the end of settlement period shall be deemed to have been purchased by the Transmission/Distribution Licensee in whose jurisdiction the project is located and paid by such Transmission/Distribution Licensee subject to the provisions of the JERC Open Access Regulations, 2017 and its amendments, thereof.
3. In the event of system constraints, conditions prescribed in the applicable JERC Open Access Regulations, 2017 shall be adhered to.
4. The Transmission/Distribution Licensee reserve the right to withdraw the facility of wheeling and/or banking either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In case of establishment of any breach of condition of this agreement the Transmission Licensee / Distribution Licensee shall grant 30 days curing period. If the party cures the breach Wheeling and/or banking shall be restored otherwise it shall be withdrawn. In such an event, Transmission/Distribution Licensee shall not be liable to pay any compensation or damages to the LTC/MTC.

E. ENERGYACCOUNT

1. The recorded meter data as per the database maintained by STU/Distribution Licensee or Generating Station shall form the basis of billing and shall be binding on LTC/MTC.
2. It shall be the responsibility of the generating company or STU/Distribution Licensee to record the metered data, maintain database of all the information associated with the energy accounting and audit meters and verify the correctness of metered data. Each generating company or STU shall prepare quarterly, half-yearly and yearly energy account for its system for taking appropriate action for efficient operation and system development in accordance with provisions of JERC State Grid Code, JERC Supply Code and other applicable Regulations.

F. CHARGES

170/2020/RA Section

1. For the purpose of Open Access, the charges shall be as per JERC Open Access Regulations, 2017 and its amendments, thereof, or other applicable Regulations and Orders of the Commission.
2. However, the Generating Facility shall be permitted to import power from the grid for start-up, maintenance and other allied purposes duly intimating the period for which such supply is required. In such cases, the actual energy drawn from the grid, as recorded by the import meter, shall be charged in accordance with the applicable Rate Schedule as provided in the Tariff Order of the Commission.
3. The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the Transmission/Distribution Licensee in whose jurisdiction the project is located and shall be paid for by such Transmission/Distribution Licensee at the rate specified in JERC Open Access Regulations, 2017, and its amendments, thereof.
4. Loss of Energy in wheeling and/or transmission shall be calculated as per the loss levels fixed by the Commission, from time to time, in its Tariff Order.

G. BILLING AND PAYMENT

1. Preparation of Energy Account, Billing and payment by LTC/MTC/Distribution Licensee shall be done in accordance with JERC Open Access Regulations, 2017 and other applicable Regulations.
2. The payment of bills by LTC/MTC/Distribution Licensee shall be done in full even if there appears to be an error and the disputed amount shall be dealt in accordance with Clause 3below.
3. In case of dispute, LTC/MTC shall file a written objection with *STU/ Distribution Licensee/ Transmission Licensee* preferably within 30 (thirty) days of presentation of the bill, giving following particulars:
 - i) Items disputed, with full details/data and reasons of dispute, and
 - ii) Amount disputed against each item.

STU/ Distribution Licensee/ Transmission Licensee shall resolve the above dispute(s) with LTC/MTC within 30 (thirty) days.

There will be no additional surcharge applicable on the disputed amount of bills during the said period of dispute resolution.

H. ARBITRATION

1. The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
2. All disputes or differences between the Parties arising out of or in connection with this Agreement shall, as far as possible, be settled through mutual negotiations.
3. Each Party shall designate in writing and communicate to the other Party its own representative, who shall be authorized to resolve any dispute arising out of this Agreement.
4. If the designated representatives are unable to resolve a dispute under this Agreement within thirty (30) days after such dispute arises, then the parties shall refer the same to JERC for adjudication.
5. Notwithstanding the existence of any disputes and differences, the parties hereto shall continue to perform their respective obligations under this Agreement and/or as directed by the Commission by an order made in the proceedings during the course of dispute.

I. FORCEMAJEURE

1. In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling of power, the Transmission/Distribution Licensee shall have no obligation to Wheel and/ or Bank the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement will be treated as temporarily suspended for the period in which Force Majeure conditions continue including aforementioned 30 days.
During the period in which Force Majeure conditions prevail, Transmission/Distribution Licensee shall not be liable to pay any compensation or damage or any claims, whatsoever, for any direct

or indirect loss that may be suffered by the LTC/MTC on account of wheeling/ banking of Electricity not being performed during the period.

J. IMPLEMENTATION OF THE AGREEMENT

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post/Speed Post. Any other nomination of authorised representative(s) and/or changes in designation shall be informed likewise in writing to/by the LTC/MTC within one month of signing of the Agreement. Notwithstanding any nomination, the Director (.....) [*Name of distribution licensee*] and/or [*Name of transmission licensee*] or his authorised representative shall be authorised to act for and on behalf of [*Name of distribution licensee*] and/or [*Name of transmission licensee*]. Any changes in designations/registered office address shall be intimated in writing to all concerned parties.

K. NOTICE

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by hand or sent by courier, if mailed by registered post, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form).

L. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto, and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time for which Open Access is provided subject to grant of Open Access for the period of renewal.

M. EVENTS OF DEFAULT

LTC/MTC's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the LTC/MTC:

1. Failure or refusal by the LTC/MTC to perform any of its obligations agreed under this Agreement.
2. Failure by the Generating Facility to generate and inject and failure by LTC/MTC to wheel and/or transmit energy continuously for a period of six months in a Financial Year, as the case maybe.
3. Non-payment of charges as specified in this agreement within the time specified in clause G(1) of this Agreement.

N. TERMINATION FOR LTC/MTC DEFAULT:

1. Upon the occurrence of any event of default as set out in clause M(1) and M(2) above, the Transmission/Distribution Licensee may deliver a Default Notice to the LTC/MTC in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the LTC/MTC to cure the same within 30 days from the date of notice.
2. In case the LTC/MTC fails to cure the default(s) notified in the above Notice within 30 (thirty) days of the notice, the Transmission/Distribution Licensee shall be entitled to terminate this Agreement with immediate effect.
3. Upon termination of this agreement, the Transmission/Distribution Licensee shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfil the payment obligations arising out of this Agreement prior to the date of termination.

O. NON-PAYMENT OF BILLS AND NON-ESTABLISHMENT OF BG

1. In case the payment of any bill for charges payable under the Agreement is delayed by LTC/MTC, distribution/transmission licensee shall levy late payment surcharge as per rate specified in the orders of the Commission.
2. LTC/MTC will make all efforts to open Bank Guarantee (BG) within a reasonable period. In the event of failure to establish/enhance BG within a reasonable period or alternatively if any bill remains unpaid in absence of BG for a period exceeding two months from the date of issue of the bill, distribution/transmission licensee shall inform SLDC to discontinue/regulate wheeling of electricity to LTC/MTC. SLDC at its own discretion may not

consider scheduling such transaction or may cancel scheduling of already scheduled transaction or may not entertain any application of such customer in future until default is cured.

P. MISCELLANEOUS PROVISIONS

1. **Waivers:** Any failure on the part of a Party to exercise and any delay in exercising any right set out hereunder for a period exceeding three years shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.
2. **Limitation, Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
3. **Severability:** Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.
4. **Amendments:** This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of concerned Parties and approved by the Commission..
5. **Assignment:** The LTC/MTC shall not assign this Agreement or any portion hereof without the prior written consent of the Transmission/Distribution Licensee and approval of the Commission. Provided further that any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.
6. **Entire Agreement, Appendices:**
 - a) This Agreement constitutes the entire agreement between Transmission/Distribution

Licensee and the LTC/MTC, concerning the subject matter hereof. The annexures, attachments and exhibits, if any, are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

- b) In the event of any inconsistency between the text of the Articles of this Agreement and the annexures, attachments or exhibits, if any, hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Transmission/Distribution Licensee and the LTC/MTC shall mutually consult to resolve the inconsistency.
 - c) All previous model agreements concerning the subject stand repealed. However, any transaction taking place on the basis of earlier model agreements shall be deemed to be a valid transaction for such period as specified in the earlier model agreements.
7. **Further Acts and Assurances:** Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Party, as of the day and year first above stated.

Part – II Banking Agreement

BANKING (applicable in case of Banking of Power allowed as per JERC Open Access Regulations, 2017 and its amendments)

1. The energy banked shall be settled as per JERC Open Access Regulations, 2017 and its amendments in respect of Renewable Energy Generating Stations allowed by the Commission.
2. The Distribution Licensee, in whose jurisdiction the Generating Facility is situated, shall pay at the tariff as per JERC Open Access Regulations, 2017 and its amendments, thereof, for the banked energy remaining unutilized at the end of every settlement period, subject to the settlement of banking charges as prescribed in the aforesaid Regulations.
3. The Banking as well as withdrawal of banked energy shall be subject to day ahead scheduling only at the Point of Injection of Power. However, the captive generating facility (including renewable energy based captive Generating Stations) may supply banked power to its consumers/ users in accordance with JERC Open Access Regulations, 2017 including its amendments after payment of all applicable charges as per Open Access Regulations, 2017 including its amendments after adjusting the banking charges.
4. The power withdrawn by Renewable Energy Generating Stations, as ascertained by SEMs readings, which is not against the banked power, shall be treated as sale and the financial settlement shall be made as per Regulation of JERC Open Access Regulations 2017, and its amendments, thereof.
5. Subject to JERC Regulations/Orders, the energy injected by the generation facility shall first be adjusted towards the banked energy. After such adjustment, the balance energy shall be treated as per the provision of the JERC Open Access Regulations, 2017 and its amendments, thereof.

170/2020/RA Section

For and on behalf of

*[enter name of Distribution Licensee/
Electricity Department]*

.....

(Signature with Name, Designation
Address and Seal)

WITNESS

1.

(Signature with Name and Address)

2.

(Signature with Name
andAddress)

For and on behalf of

[enter name of LTC/MTC]

.....

(Signature with Name,
Designation Address and Seal)

WITNESS

1.

(Signature with Name and
Address)

2.

(Signature with Name and
Address)

For and on behalf of

*[enter name of Transmission
Licensee]*

.....

(Signature with Name,
Designation Address and Seal)

WITNESS

1.

(Signature with Name and
Address)

2.

(Signature with Name and
Address)

[Strike through whichever is not applicable]

Injection Entity

1. Name of entity
2. Status of entity
3. Utility in which it is embedded
4. Interface with transmission or distribution system (as the case may be)
 - i) Name of sub-station
 - ii) Voltage level
 - iii) Name of licensee

Drawee Entity

1. Name of entity
2. Status of entity
3. Utility in which it is embedded
4. Interface with transmission or distribution system (as the case may be)
 - i) Name of sub-station
 - ii) Voltage level
 - iii) Name of licensee

Long Term Open Access Details

1. Date/Month of commencement of the open access
2. Period of open access
3. Duration of open access (Time block)
4. Capacity (kW/MW) at point of Injection

ANNEXURE-B**PERMITS, CLEARANCES AND APPROVALS**

1. Permission for Grant of Connectivity and Approval of Open Access.
2. Synchronization approval and Commissioning report from Transmission/ Distribution Licensee.
3. Wheeling and Banking (wherever applicable) approval by the nodal agency
4. Approval of the Electrical Inspector, for Commissioning of the transmission line for evacuation of power from the project to the injection point/substation.
5. Approvals required under any law for the time being in force.

ANNEXURE II: CONNECTION AGREEMENT

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

- (i) ____ (Name) ____ of ____ (Address) ____ (Hereinafter referred to as the "Distribution Licensee");
- (ii) ____ (Name) ____ of ____ (Address) ____ (Hereinafter referred to as the "Applicant");

Whereas the Distribution Licensee has a Licence to operate and maintain a Distribution System for supplying electricity to Consumers in the area of supply specified in his Licence:

Whereas the Applicant is a [Generating Station/ Licensee] eligible to connect to the Distribution System of the Distribution Licensee in accordance with the provisions of the Act and the JERC (Connectivity and open Access in Intra-State Transmission and Distribution) Regulations, 2017, as amended from time to time:

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

- a) The provision of connection to the Distribution System by the Distribution Licensee to the Applicant and the payment for such connection by the Applicant;
- b) the obligations of the Applicant in respect of such connection to the Distribution System of the Distribution Licensee;

The parties agree as follows:

1. Compliance with Act, Rules and Regulations

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

2. Compliance with JERC for the State of Goa and Union Territories (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and State Grid Code as amended from time to time

All parties to this Agreement shall comply with the provisions of the JERC for the State of Goa and Union Territories (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and its amendments, the State Grid Code to the extent applicable to them.

3. Term of Agreement

This Agreement shall commence from the date and time of commencement, as provided in the Agreement and shall continue for such duration as may be agreed between the parties, unless terminated in accordance with clause 2 herein.

4. Termination of Agreement

1. Any party intending to terminate this Agreement shall give the other parties not less than thirty days prior written notice of termination of this Agreement:

Provided, that termination shall be subject to settlement of all dues of the Distribution Licensees in accordance with the Act, the Regulations and this Agreement.

2. The Distribution Licensees may terminate this Agreement and disconnect the Applicant in the following circumstances, in accordance with the provisions of the Act:-
 - a. the Applicant defaults in the payment of any charge or any other sum due from him as provided under Section 56 of the Act; or
 - b. any breach of Contract in an Open Access transaction where the Applicant is a party and which is affecting the Distribution Licensee or the Supply Distribution Licensee;
 - c. the Applicant does an act referred to in sub-section (3) of Section 163 of the Act; or;
 - d. the disconnection is authorized under any other provision of the Act, the Rules and Regulations made there under and/ or any other law for the time being in force.
3. The Applicant shall, within the notice period under clause 5.1 above, remedy or remove the cause or causes stated in the notice failing which the Distribution Licensee may terminate this Agreement from the date stated in the notice.
4. The reconnection of a disconnected Applicant shall be in accordance with the provisions of the Act and the Regulations.

5. Dispute Resolution

1. Each party shall use all reasonable endeavours to resolve any disputes through bilateral mechanisms that may be mutually agreed upon.
2. Where any dispute between the Distribution Licensee and the Applicant under this Agreement cannot be bilaterally resolved, it shall be resolved in accordance with the JERC for the State of Goa and Union Territories (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and its amendments.

6. Force Majeure

- i. If either party is unable wholly or partly to perform on time any obligation under this Agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.
- ii. A party affected by a Force Majeure Event shall use all reasonable endeavours to remove the effect of each Force Majeure Event affecting its performance of this Agreement.

- iii. Subject to clause 7.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including
 - a. its nature and likely duration,
 - b. the obligations affected by it and the nature and extent of its effect on those obligations; and
 - c. the steps taken to remove, overcome or minimize its effect:

Provided the Force Majeure conditions shall be implemented in accordance with for the State of Goa and Union Territories (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and its amendments.

7. Changes of Agreement

The parties agree to negotiate in good faith any amendments to this Agreement that may be reasonably required as a result of experience gained in the introduction of Open Access in the State.

8. Agreement to Connect

1. Subject to the terms and conditions of this Agreement, the Distribution Licensee agrees to the Applicant's premises being connected and remaining connected to the Distribution System at the Connection Point and to the Connection Point remaining Energized for the term of this Agreement, except where authorized under the Act or the Connectivity and open Access in Intra-State Transmission and Distribution Regulations.
2. The Applicant shall take all reasonable precautions as regards his Connection to the Distribution System of the Distribution Licensee to prevent any adverse effect on the;
 - a. Use of the Distribution System of the Distribution Licensee;
 - b. Quality and reliability of supply of electricity through the Distribution System of the Distribution Licensee; and
 - c. Safety of the Distribution Licensee's works and personnel, as may be required of the Applicant's in accordance with the Regulations specified under Section 53 of the Act.

9. Processing of Applications

1. Upon receipt of an application, the Distribution Licensee send his Authorized Representative to:
 - a. study the technical requirements of making Connection to the Distribution System
 - b. inspect the premises which is to be connected, with prior intimation to the Applicant
2. The Authorized Representative shall, in agreement with the applicant, fix the position of the mains, cut-outs or circuit breakers and meters and sanction the load for the premises:

Provided that the service position shall normally be at an accessible location and the meter shall be fixed at a height so as to enable convenient reading of meter and to protect the meter from any adverse weather conditions.

3. After an inspection referred to in Clause 9(1) above is carried out, the Distribution Licensee shall intimate the Applicant of the details of any works that are required to be undertaken for giving Connection, the charges to be borne by the Applicant thereon in accordance with Clause 10 below and list of outstanding documents and consents/statutory permissions required to be obtained by the Applicant.
4. Upon receipt of a duly complete application accompanied with the required charges, and availability of suitable piece of land or room and all other consents and permissions as may be required, the Distribution Licensee shall sanction and carry out or may also permit to be carried out the works required to Energize the Connection Point.
5. The Distribution Licensee shall give, the Applicant, not less than 2 days prior notice of any tests for energizing the Connection and shall, immediately after energizing the Connection, notify the Applicant of the time and date of Connection of the facility.
6. The Applicant shall not, prior to receipt of such notification under Clause 5 above, perform any act so as to import electricity from or export electricity to the Distribution system through the Connection Point.
7. The works undertaken to provide the Connection to the Distribution System shall be maintained by the Distribution Licensee over the term of this Agreement.
8. The Distribution Licensee shall be entitled to use such works to provide a Connection to any other eligible person or to provide supply to any Consumer of such Distribution Licensee, except if such use is detrimental to the Connection to the Applicant or to the use of Distribution system in relation to such Consumer.

10. Principles of levy of charges

1. Where the Connection entails works of laying a service-line from the distributing main to the Applicant's premises, the Distribution Licensee shall be authorized to recover all expenses incurred on such works from the Applicant based on the schedule of charges approved by the Commission under the Electricity Supply Code.
2. Where the Connection entails works of installation of dedicated facilities, the Distribution Licensee shall be authorized to recover all expenses reasonably incurred on such works from the Applicant based on the approved schedule of charges.
3. Where such facilities have been provided by the Applicant, then such facilities may be retained by the Applicant upon termination of this Agreement:

Provided however that where the termination of this Agreement is due to the Applicant's failure to pay any sum under Section 56 of the Act, the Distribution Licensee, in addition

to the rights available under that Section, shall be entitled to adjust such sums due from the recoverable amount of facilities to which the Applicant is connected or to retain facilities of such recoverable amount as to cover such sums due from such Applicant to the Distribution Licensee.

4. Where the Distribution Licensee permits an Applicant to carry out works for the Connection through a Licensed Electrical Contractor, the Distribution Licensee shall be entitled to only recover charges for supervision undertaken by the Distribution Licensee up to a maximum of 15 per cent of the cost of labour that would have been employed by the Distribution Licensee in carrying out such works.
5. On completion of all works under this clause, the Distribution Licensee shall notify the Supply Distribution Licensee about completeness of work.

11. Change of Name

1. A Connection may be transferred in the name of another person upon death of the Applicant or in case of transfer of ownership or occupancy of the premises, upon application for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the Applicant to require shifting of the Connection to a new premises.

2. The application for change of name shall be accompanied by such charges of the Distribution Licensee, as are approved under the Electricity Supply Code.
3. The application under Clause 11(1) shall be accompanied by:
 - a. consent letter of the transferor for transfer of Connection in the name of transferee;
 - b. in the absence of a consent letter, any one of the following documents in respect of the premises: (a) proof of ownership of premises; (b) in case of partition, the partition deed; (c) registered deed; or (d) succession certificate;
 - c. photocopy of licence / clearance with respect to the purpose for which electricity is being supplied to the premises, if required by statute;
 - d. Processing fee or receipt thereof
4. The Distribution Licensee shall communicate the decision on change of name to the Applicant, within 2 months from the date of application for change of name:

Provided that where the Distribution Licensees disallows or refuses to the change of name, it shall do so after affording the applicant for change of name a reasonable opportunity of being heard in the matter:

Provided further that the Distribution Licensees shall communicate the reasons of refusal in writing through letter, including by electronic means to the Applicant for change of name.

5. Any charge or any sum other than a charge due to the Distribution Licensee which remains unpaid by a deceased Consumer or erstwhile owner / occupier of premises, as the case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of premises, as the case may be, and the same shall be recoverable by the Distribution Licensees as due from such legal representatives or successors-in law or new owner / occupier of the premises, as the case may be:

Provided that except in the case of transfer of connection to a legal heir, the liabilities transferred under this Clause 11(5) shall be restricted to maximum period of six months of the unpaid charges due to the Distribution Licensees in accordance with Section 56 of the Act and this Agreement.

12. Power Factor and Harmonics

1. It shall be obligatory for the Applicant to maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted both by the Distribution Licensee, in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission.
2. It shall be obligatory for the Applicant to control harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant orders of the Commission
3. The Distribution Licensee, may require the Applicant, within a reasonable time period, which shall not be less than 3 months, to take such effective measures so as to raise the average power factor or control harmonics of his installation to a value not less than the prescribed norm:

Provided that the Supply Distribution Licensee may charge penalty or provide incentive for low / high power factor and for harmonics, in accordance with relevant orders of the Commission.

13. Access to Premises

1. No person other than an Authorized Representative of the Distribution Licensee or any other person authorized under the Act and the rules and Regulations made there under shall be authorized to operate, handle or remove any electrical plant, electric lines or meter or break, remove, erase or otherwise interfere with the seals, name plates and distinguishing numbers or marks affixed on such property of the Distribution Licensee placed in the Applicant's premises:

Provided that such authorized Representative of both the Distribution Licensee shall not perform any of the acts under this Clause 13 except in the presence of the Applicant or his representative:

Provided further that the Distribution Licensees shall provide prior intimation to the Applicant of the visit of the Authorized Representative to the Applicant's premises, except where the Distribution Licensee has reason to believe that any person is indulging in unauthorized use of electricity and/ or is committing an offence of the nature provided for in Part XIV of the Act on such premises.

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

14. Information Exchange

1. The Distribution Licensee and the Applicant agree to use their reasonable endeavours to provide each other, in a timely manner, such information in respect of the Open Access Consumers and their connection to and use of distribution system as either of them may possess and as the other may reasonably require to carry out their obligations under the Act, the Rules, the Connectivity and open Access in Intra-State Transmission and Distribution Regulations or this Agreement:

Provided that the provision of information under this clause shall be subject to the obligations of both parties to maintain confidentiality of such information being requested for, under the Act or any other law for the time being in force.

2. The Distribution Licensee and the Applicant agree to take reasonable steps to ensure that all information provided by either of them to the other under this Agreement is accurate and complete.

15. Governing Laws and Jurisdiction

The Agreement shall be governed by Indian Laws and Rules made there under

16. Amendment to Connection Agreement

In case of modification to point of Connection like re-allocation of bays, up gradation of voltage level, etc., by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification

IN WITNESS WHEREOF the Distribution Licensee and the Applicant have caused this Agreement to be executed by duly authorized representative on date above first herein written.

170/2020/RA Section

Name & Signature
Applicant

Name & Signature
Distribution Licensee