

**DISTRIBUTION CAPACITY ACCESS AGREEMENT  
BETWEEN  
(Name of DISTCO)  
AND  
APPLICANT (OPEN ACCESS CUSTOMER/LICENSEE/ANY PERSON)**

This Distribution Capacity Access Agreement (DCAA) entered into on the .....day of .....Two thousand and five between (Name of the DISTCO) Electricity Supply Company of Orissa Limited incorporated under the Companies Act, 1956 and having its Registered Office at .....(hereinafter called “----CO” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as a party of the first part; and (name, address etc.) a Long Term Open Access Customer ..... (hereinafter called “Long term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as a party of the second part;.

And Whereas the Long Term Open Access Customer is a generating company/Licensee/ Customer and is desirous to avail Long Term Open Access in accordance with Orissa Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2005 and Electricity Act, 2003 to the Distribution System of ----CO.

And whereas Open Access shall be allowed by ----CO to the Long Term Open Access Customer in accordance with Orissa Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2005 and Electricity Act, 2003.

And whereas the Long Term Open Access Customer as herein described requires to avail Long Term Open Access through the distribution system of the ----CO as per details described below:

Name of Customer  
Location  
Name of Injection Utility

Concerned DISTCO Area  
Capacity (MW)  
Drawee Utility

Name  
Location  
Concerned DISTCO Area  
Capacity (MW)

Date from which the open access is required:

And Whereas in accordance with the system studies carried out by -----CO following additional distribution system is required as a dedicated distribution system and/or strengthening scheme to facilitate long term open access:

- i) (Name of Dedicated distribution system)
- ii) (Name of System strengthening scheme).

And whereas Long Term Open Access Customer has requested -----CO to construct, own, operate and maintain the above dedicated distribution system and system strengthening scheme to be used for open access for the Long Term Open Access Customer.

And Whereas -----CO has agreed to construct, own, operate and maintain the aforesaid dedicated distribution system and system strengthening scheme.

And Whereas for construction and commissioning of the aforesaid dedicated distribution system and system strengthening scheme, the long term open access customer shall execute an Implementation Agreement (IA) with -----CO containing the details terms and conditions for construction/commission thereof.

And Whereas Long Term Open Access Customer has agreed to pay all the open access charges of -----CO for the use of its distribution system -----CO as per Regulation 13 of OERC (Terms and Conditions for Open Access) Regulation, 2005 including that of system strengthening scheme as above and any addition thereof.

And Whereas Long Term Open Access Customer has also agreed to pay full wheeling charges for the dedicated distribution system as mentioned above to -----CO.

And Whereas it has become incumbent upon both the parties to enter into Distribution Capacity Access Agreement as envisaged under the Orissa Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2005.

And Whereas the Long term open access customer is desirous of wheeling its power to its consumers through an open access and/or through the dedicated system mentioned above on the same terms and conditions as contained in the Guidelines for Open Access and the Application for grant of Long Term Open Access.

Words and expression used and defined in the DCAA shall have the same meaning assigned to them under the Electricity Act, 2003 or Orissa Grid Code or Orissa Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2005 as the case may be.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and the Guidelines for Open Access by LTOA customers and the Application for grant of LTOA attached hereto as Annexure I & II respectively 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 open access customer shall pay all the Open Access charges of -----CO distribution system including charges for system strengthening scheme as above.
- (b) Long-Term open access customer would provide security in the form of Fixed Deposit Receipt (FDR) of any Nationalized Bank pledged in favour of -----CO or irrevocable Bank Guarantee (BG) in favour of -----CO, equivalent to two calendar months open access charges in full applicable to the Long-Term Open Access Customer. The FDR or Bank Guarantee as the case may be shall be encashable at ----- . Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed by the Long Term Open Access Customer from time to time till the expiry of the open access transaction.
- (c) The Open Access charges would be reviewed from time to time and accordingly the amount of security shall be enhanced/reduced for long-term open access customers.

- (d) In case the long term open access customer defaults in payment of the monthly charges of -----CO bills then, -----CO shall be entitled to encash /invoke the FDR/BG immediately.
- (e) In case of encashment of the FDR/invocation of BG by -----CO against non-payment of monthly charges by long-term open access customer, the same should be immediately replenished/recouped by Long-term open access customers before the next billing cycle.
- (f) The format for bank guarantee is enclosed as Annexure-III. The Bank Guarantee shall be issued by
  - i) A Public Sector Bank or
  - ii) Scheduled Bank encashable at -----
- (g) In the case of the dedicated distribution system and system strengthening scheme to be taken up by -----CO, a special security mechanism towards -----CO investment till construction/ commissioning of the said system should be placed by the Long Term Open Access customer in favour of -----CO as stipulated in the Implementation Agreement (IA). The Long Term Open Access customer and -----CO would execute this IA before implementation of above scheme.

2.0 Long term open access customer shall in addition pay full Open Access charges for the dedicated transmission system of -----CO as mentioned above to be exclusively used for the open access for the Long term open access customer.

3.0 -----CO agrees to provide Long Term Open Access required by Long Term Open Access customer as per the details mentioned above and in accordance with the provisions under the Orissa Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2005 as amended from time to time and conditions as specified by the OERC from time to time.

4.0 The Long Term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Distribution Capacity Access Agreement (DCAA) and the

Implementation Agreement (IA), with out prior approval of -----CO and OERC and subject to payment of compensation, as may be determined by the OERC.

- 5.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved amicably between the parties and in the event of failure to resolve amicably within a period of two months, the dispute shall be referred to OERC for resolution of the dispute so referred. Neither party to this agreement shall be entitled to take recourse to any Civil Court at any time before approaching the OERC.
- 6.0 This Agreement shall be subject to the Electricity Act, 2003, OER Act, 1995, all regulations, codes, rules, orders and policies as in force from time to time.
- 7.0 This Agreement shall be valid for 25 years or more from the date of signing of this Agreement based on the tenure of transaction mentioned in Long Term Open Access application.
- 8.0 This agreement shall be deemed to have been executed at -----, Orissa for all intents and purposes.

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

Witness

- 1. For and on behalf of
- 2. -----CO  
For and on behalf of
- 1. -----
- 2.