

WBERC (Open Access) Regulations, 2022 [Draft]

WBERC on 12th May, 2022 notified the Draft WBERC (Open Access) Regulations, 2022. The key highlights of the draft are mentioned below,

Extent of Application: These regulations shall be applicable for consumers drawing power from any non-captive generator without the use of intra-state transmission lines, or distribution network, such arrangement, including scheduling, determination of cross-subsidy surcharge, additional surcharge, distribution access charge, etc. Such customers shall ensure proper metering to record the generator's energy supply.

Eligibility for Open Access:-

- Consumers intending to avail open access must have existing connectivity with the concerned transmission or distribution licensee. Applicant may submit the application for Long-Term connectivity with the application seeking Long-Term Open Access.
- Any customer wanting to avail Open Access must have ABT interface meters in line with CEA (Installation and Operation of Meters) Regulations 2006. Those customers who are connected with open access at 33KV or above voltage must have a 24x7 control room with dedicated communication system and real-time on line data with SLDC.
- A person is not eligible for Open Access against whom notice of disconnection has been issued and those person who is undergoing judicial proceedings for power theft or unauthorised use of electricity.
- A person having any Transmission or Distribution Licensee dues shall not be allowed to avail open access and Open Access will be curtailed after a notice of three day by SLDC post intimation by the Licensee. Such consumer may avail Open access within 24hrs of clearing of all dues.
- In case disruption of supply of the Open Access consumes results in law & order problems or safety hazards, such consumer has to agree for arrangement of Backup Power as a condition of eligibility for getting Open Access.

In case a Distribution Licensee uses intra-State transmission lines and/or the distribution systems through an informal arrangement they must sign a formal agreement. In case of failure to sign such agreement within one month or such other time as allowed by the Commission, then the concerned Distribution Licensee/Open Access Customer will have to apply afresh for Open Access.

The Customer availing Open Access will have to indicate the potential hazards concerning public safety through a declaration to the SLDC. The consumer will be listed as open access customer from different sources for Emergency Power after considering by SLDC.

The licensee owning or operating intervening transmission facilities shall provide the use of facility up to surplus capacity. The rate, charges and terms and conditions for using the facilities will be decided mutually between the open access customer and the licensee concerned as per Sec. 36 of the Act.

The Transmission Licensee(s) or the Distribution licensee(s), shall provide the results of system study and preliminary investigation for system strengthening requested by the applicant within 60 days from the date of request by the applicant to carry out the study.

The applicant may reduce its requirement of transmission during congestion and inform the Nodal Agency by the 24th day of the month preceding the month from which short-term open access is to be availed.

SLDC shall give a prior no-objection certificate to the applicant for Granting Open Access through power exchange for short-term through National Open Access Registry (NOAR).

Applicable Limitation in Short Term Open Access and Medium-Term Open Access:-

- Open Access shall not be replaced by any other person on account after Open Access has been granted. Also, these applicants has to agree to load shedding if such applicant's premises for Open Access supply is not connected to the grid through high voltage dedicated feeder from high voltage sub-station.
- Open access customer including a licensee draws power through Short Term Open Access (STOA) on a repetitive basis from any sources other than power exchanges for a period more than six months in a year they shall be required to make payment of transmission charges payable by a LTOA customer on capacity basis compulsory.

Issues on Agreements under these Regulations:-

- Connectivity Agreement: Before applying for Long-Term Open Access, Medium-Term Open Access and Short Term Open Access, applicant must have a valid connectivity agreement in terms of State Grid Code.
- The generators and the Applicant are not required to execute any separate connectivity agreement with the licensees for supplying power to the applicant through Open Access from the generators within the park or to bring power within the premises of the park through Open Access.
- FOR STOA and MTOA, any consumer, who is not drawing power through its connectivity with the distribution licensee and has no connectivity agreement with the distribution licensee for open access purpose has applied under Short-Term Open Access and Medium-Term Open Access will be treated as having deemed connectivity with the grid for the purpose of continuing the processing of the application for Open Access under these regulations till the Connectivity Agreement is signed by the Distribution Licensee.
- For LTOA, the Applicant may either have a valid connectivity agreement or apply for connectivity along with the Long-Term Open Access application.

Power purchase and sale agreement:-

- Applicant must have a valid PPA with the generating companies
- For Captive Generating Plant (Open Access source), applicant is the user of 100% power generated, no such PPA is required. If applicant is one of the Open Access users, such PPA is required between the applicant and the Captive Generating Plant.
- For Short-Term agreement, the order or Letter of Intent (LOI) for power procurement shall be considered as Power purchase or sale agreement.

Open Access Agreement:-

- LTOA shall stand extended on a written request made by the customer to the nodal agency at least six months prior to the date of expiry while the medium-term customer shall not be entitled to any overriding preference for renewal of the term on expiry of the period.

- Additional Transmission Asset Creation Agreement (ATACA) and/or Additional Wheeling Asset Creation Agreement (AWACA) with the concerned transmission and/or distribution licensee for development of network and infrastructure in transmission and/or distribution system is required for Long-Term Open Access Agreement.
- Backup power arrangements should be provided by the distribution licensee for a maximum period of 42 days in a year on payment of fixed charges of 42 days and energy charges for that category of consumer in the prevailing rate schedule, in cases of outages of generator supplying to open access customer under open access.

Non-Utilisation / Under-Utilisation of Open Access Capacity:-

Open Access Customer frequently underutilising the capacity allotted to him, 2 The SLDC may reduce/cancel the allotted capacity if the customer is not able to give sufficient reasons within 15 days from the date of intimation. After that Open Access Customer shall have to apply as a new applicant.

Relinquishment of access rights:-

Customer Category	Access Rights Duration	Notice (submits an application to the nodal agency)	Charges
Long-term	at least 12 years	Before 1 year	No charges
		< 1 year	Such customer shall pay an amount equal to 66% of the estimated transmission and/or wheeling charges on net present value
	Less than 12 years	Before 1 year	
		< 1 year	Addition to 66% of the estimated transmission and/or wheeling charges (net present value) for the stranded transmission capacity
Medium-Term		Before 30 days	Shall pay applicable transmission and/or wheeling charges for the period of relinquishment or 30 days whichever is lesser

Charges for Open Access:-

Transmission Charges	LTOA and MTOA	Tariff Order in terms of Rs./MW/month
	STOA	STOA_Rate = AFC x 104 / [SCL x 365 x 24] paisa/Kwhr STOA_Rate (Rs.) = Hrs _OAxOAC_MWx 1000 xSTOA Rate
Wheeling Charges	STOA	Hrs _OAx0AC MVVx1000 x Rate of Wheeling Charge
Cross-Subsidy Surcharge		S=T-ACS+R
Additional Surcharge	Part A	[(A+B -C) + D] - E- F (Paisa/Unit)

	Part B	Surcharge is to be incorporated in the Open Access Agreement along with the method of recovery by the distribution licensee
Deviation Settlement charges in drawal / injecting energy		Deviation Settlement (DS) Charge as specified in the Balancing and Settlement Code of the Commission.

Where,

ST OA _R ate	Transmission charge rate for STOA;	R	Per unit cost arising due to amortisation of regulatory assets including the carrying cost of the regulatory assets;
SC L	Sum of the allotted transmission capacities in MW to all the Long-Term Customers of the transmission system concerned;	A	Fixed Cost of Power Purchase;
OA C_ M W	Open Access Capacity Approved in MW;	B	Transmission and Wheeling Costs of Power Purchase;
Hrs _O A	No. of Time Block x Duration of each Time Block in Hrs;	C	Cost recovered through Demand Charges;
S	Surcharge;	D	Energy Wheeled / transmitted under Open Access;
T	Tariff payable by the relevant category of Consumers, including reflecting the Renewable Purchase Obligation, if any;	E	Wheeling Charge;
AC S	Average Cost of Supply which for the present purpose would be obtained by Aggregate Revenue Requirement with energy sale to consumer as done in the relevant tariff order;	F	Cross Subsidy Surcharge (if any);

The regulation can be accessed [here](#).

CER Opinion

- Clause No. 4.10 and 15.5:** The draft clause **No. 4.10** states “*While the Open access Customer is a consumer of the distribution licensee with whom he is connected and has critical loads where the disruption of supply may result in law & order problems or safety hazards, then Open access Customer has to agree for arrangement of Backup Power as a condition of eligibility for getting Open access and is to ensure that it adheres to the provisions as specified in regulation 12.3 of these Regulations*”, and draft clause **No. 15.5** states “*In cases of outages of generator supplying to Open access customer under Open access, backup power arrangements should be*

provided by the distribution licensee for a maximum period of 42 days in a year, subject to the load shedding as is applicable to the embedded consumer of the licensee and the licensee shall be entitled to collect tariff under temporary rate of charge for that category of consumer in the prevailing rate schedule subject to the condition that such tariff shall not exceed the highest consumer retail tariff in the prevailing rate schedule: Provided that in cases where temporary rate of charge is not available for that consumer category, the backup power arrangements shall be provided by the distribution licensee for a maximum of 42 days in a year and on payment of fixed charges of 42 days and energy charges for that category of consumer in the prevailing rate schedule. Provided further that in case of backup power arrangements sought by continuous process industries, the licensee shall charge on the basis of actual costs involved in arranging power.”

The draft Regulation does not mention the agency, which would ascertain disruption of supply to the open access customer (from a third party/captive source), and which may result in law & order problems or safety hazards. Certain level of objectivity in assessing such a situation or conditions thereof may be included in these Regulations.

In such scenario, the consumer will have to go for an arrangement of back-up power, which may attract high price. Thus, in many instances of disruption of supply, the consumer would prefer to pay a penalty under the applicable penalty under the prevailing framework for intra-state Availability Based Tariff / Deviation Settlement Mechanism (DSM). The consumer may not thus seek Back-up power. The mandatory/optional nature of back-up power should be mentioned so. Furthermore, type of consumers, who would have to seek back-up power, should be defined beforehand.

The limited (cumulative) duration of 42 days in a year for seeking back-up power may not be sufficient under certain circumstances. The regulation may define conditions for reversal of the OA granted to such consumers, if duration of disruption goes beyond, say, 30/40 days a year, beyond which the distribution licenses should be liable to ensure reliable supply. This is specifically required for the identified consumers facing disruption of supply leading to law and order or safety hazards.

2. **Clause No. 4.3:** The draft clause states *“Any person intending to avail Open access must have an existing connectivity with the concerned transmission or distribution licensee, in whose system it is connected with, in accordance with applicable rules and regulations. However, for long term open-access, the applicant may submit the application for connectivity along with the application seeking Long - Term Open access”*.

It may be clarified that in case an applicant seeking Long-term open-access is already having an existing connectivity with the concerned transmission or distribution licensee, will it still be obligated to apply for connectivity (for the required quantum of power) along with open access application.

3. **Clause No. 6.4:** The draft clause states *“The Open access Customer will have to indicate in its application for Open access the potential hazards concerning public safety in line with the Environment (Protection) Act, 1986 or any other law as applicable. On the basis of such*

declaration and subject to approval by the SLDC after due consideration of such declaration the Open access Customer will be listed for Open access from different sources for Emergency Power”.

It is suggested that the definition of ‘*different sources for Emergency Power*’ may be included in these Regulations, or referred to in case such definition already exists.

4. **Clause No. 7:** The draft clause states “*...the Nodal Agency shall not compromise with the margin of different parameters of distribution systems...*”. It is suggested that there should be a mechanism to transparently determine these margins, and such margins should be publicly displayed through the SLDC’s website in a conspicuous manner. This will ensure that there is no discrimination with a consumer during specific periods.
5. **Clause No. 7.2 (a):** The draft clause states “*...Open access as will be determined by regulation 7.7 of these regulations*”. It is observed that there is no presence of Clause No. 7.7 in the draft Regulations. This clause seems to refer to Clause No. 7.6, as such the required change may be made.
6. **Assessment of Transmission system capacity - Clause No. 7.1 and 7.4 (a) (i):** The following points may be considered while determining the capacity available for open access in transmission line and the associated system,
 - a. In case of significant underutilisation of allotted open access transmission capacity, or capacity that is cancelled/ withdrawn/ reduced, such capacity may be deemed to be surrendered. Such surrendered capacity may be taking into consideration while determining the capacity available for open access.
 - b. In case of behind-the-meter captive generation by the open access consumer, any reverse injection may influence the capacity of the transmission line and the associated system. Such reverse injection may also be taking into consideration while determining the capacity available for open access.
7. **Assessment of distribution system capacity - Clause No. 7.5:** The draft clause states “*The concerned Distribution Licensee(s) shall determine the available capacity for allotment for the portion of the Distribution System over which Open access has been requested for.*” It is suggested that, similar to the determination of transmission system capacity, while determining the distribution system capacity available for open access, the distribution licensee should consider behind-the-meter captive generation by the open access as well as other consumers connected with the same feeder/distribution transformer, or even beyond if required. In case a consortium of OA consumers at an industrial estate install behind-the-meter captive generation in combination with energy storage, this would improve the distribution capacity of the system, and thus such captive generation is suggested to be accounted for.
8. **Smoother process for application - Clause No. 9.1 (d):** The draft clause states “*All documents and copy of agreements /MOU/PPA etc. as mentioned in Format-1 as per Annexure 1 and along with the requisite application fees are to be submitted along with the application; otherwise, the submission of application will be treated as void. Nodal agency shall issue due acknowledgement of each valid application with a serial number*”.

To ensure a smoother process for OA, basic requirements of the consumers (KYC+, consumer number, granted load etc), that may not normally undergo a change, may be done once with verification from physical documents as required. The OA applicant should only be required to submit other technical information related to his/her OA application, preferably through online mode with a physical copy be submitted in the due course within required timeline. Any mismatch thereof should lead to penal provisions against the applicant so ensure that correct information is shared through online process.

9. **Limit on quoted price - Clause No. 12.2.2 (c):** The draft clause states *“No bidder shall be allowed to quote price, which is more than eight times the floor price”*. It is suggested that there should be no cap on the bid amount that a bidder wants to quote, however the burden of the quoted price which is greater than or equal to eight times the floor price cannot be passed on to the consumers, and thus this over-bid shall not be reflected in the ARR filed by any licence seeking open access.
10. **Underutilisation of OA - Clause No. 12.2.2 (f):** The draft clause states *“The Short Term Customer getting reservation for capacity less than the capacity sought by him and the Short Term Customers getting transmission or wheeling capacity reservation equal to the capacity sought to be reserved, shall pay the charges quoted by him.”*

It is suggested that in case a consumer gets reservation for capacity less than the capacity sought by him (or is later curtailed), he should pay charges in the same proportion as the charges and capacity allocated to him. However, in case the bidder himself gives up the capacity originally bid by him, and asks for a smaller capacity of open access, in such case the bidder shall pay the charges originally quoted by him, or apply afresh. Consistent underutilisation should lead to reduction in the granted OA. This would ensure that there is no hoarding of the network capacity, thus undermining competition.

11. **ToD based Short-term Open access (for less than a day):** Some consumers may like to seek open access for part of the day, especially when the source of supply is solar or hybrid sources. In case of solar, such OA may be required for say 10am to 4pm. Sometimes, OA access may be available only for certain continuous blocks of the day (and may not be available during the peak hours). An assessment of distribution/transmission capacity may lead to rejection of such open access if available capacity is determined as the minimum quantum over a day. Thus, it is suggested that during capacity assessment Time of Day factor should be taking into consideration in these Regulations because the transmission and distribution capacities change along with the Time of Day, considering both physical transmission and distribution system constraints and VRE integration.

With reference to **Clause No. 18.2.1 (e) & 18.2.2 (c)**, since No. of Time Block(s) have been taken into consideration while calculating the Transmission and Wheeling charges respectively, it is suggested that the same should also be defined or appropriately incorporated in the procedure for Grant of open access.

12. **Grace period for reasoning underutilisation - Clause No. 17.2:** The draft clause states *“The SLDC may reduce/cancel the allotted capacity of an Open access Customer who is frequently underutilizing the capacity allotted to him or not utilizing the same and if the customer is not able to give sufficient reasons for such non/ underutilization within 15 days from the date of*

intimation". The duration of 15 days given in the draft clause seems to be too long. In case an applicant seeks open access for 7 days, this clause would fail to apply. It is suggested that the said duration be reduced to 1-2 day.

13. **Surrender of LTOA/MTOA - Clause No. 17.4:** The draft clause states "*The Open access Customer shall be entitled to surrender the LTOA / MTOA in the event it is not able to utilize the Open access availed by him, whether in part or in full subject to satisfying the conditions of regulation 17.7*".

The draft cause does not mention the number of days in which the '*Open access Customer shall be entitled to surrender the LTOA / MTOA in the event it is not able to utilize the Open access availed by him*'. It is suggested that the same be mentioned in these Regulations.

14. **Clause No. 17.7:** The draft clause states "*Provided further that in case a customer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such customer shall pay an amount equal to 66% of the estimated transmission and/or wheeling charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission and/or wheeling charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.*"

In case a long term open access consumer surrenders or gives an application for relinquishment of access rights which he had sought for 12 years or more duration, and he submits an application for commencement of relinquishment for a period less than 1 year in advance, such customers are required to pay an amount of 66% of the estimated transmission and/or wheeling charges. However, it is important to mention that the transmission and/or wheeling charges for the period falling short with respect to the notice period of 1 year would have already passed. In such cases, due to the fact that this duration would be for less than a year, the applicability of net present value does not seem to be justified, as NPV is calculated for cashflows during a period in future. NPV would be applicable if for a period for which OA is not expected to be utilised is in the future.

It is suggested that the pro-rata value of these transmission charges for which the duration for underutilisation is less than a period of 1 year should be taken into consideration rather than considering the net present value. The exact date of the beginning of the notice period may be clarified in these Regulations. There are three possible cases:-

- (i) Date of initial intimation of application for relinquishment
- (ii) Date of complete document submission for relinquishment including clearing of all dues
- (iii) Date of approval of relinquishment

15. **Clause No. 17.7 (A) (ii):** The draft clause states "*Long-term customer who has not availed access rights for at least 12 years...*". The duration of 12 years given in the draft clause seems to be too long.

In order to check that if a consumer has not availed the access rights for 12 years, the licensee will need to wait for the said duration to pass, as such the capacity will be blocked for these 12 years, and after the said duration, the licensee will charge the consumer for the non-availability of access rights. As such this clause needs to be rephrased to pass on the philosophy of the original Regulation. It is suggested that all the charges should be applied within 2-3 months of non-availability of access rights, and the capacity originally blocked should be available for supply of electricity/ allocation to other consumers (may be for identified period of underutilisation).

16. **Clause No. 17.7 (B):** The draft clause states, “*Medium-term customer: A medium-term customer may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency....*”. It is recommended that the duration of availed access rights should be defined for medium-term open-access consumers as well.
17. **Clause No. 17.7(C):** The draft clause states “*The discount rate that shall be applicable for computing the net present value as referred to in sub-clause (i) and (ii) of clause (A) above shall be the discount rate notified by CERC from time to time in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power*”.

It is suggested that that following clause be added after the existing draft clause, ‘*In case where the duration of shortfall is less than 1 year, the annual discount rate should be appropriately converted for such part year to calculate the net present value*’

18. **Clause No. 18.2.1(d):** The draft clause states that “*The charges for short-term Open access shall be calculated as per any of the following formula and levied from each short-term Open access Consumer: $STOA_Rate = AFC \times 104 / [SCL \times 365 \times 24]$ paisa/Kwhr [sic] where, $STOA_Rate =$ Transmission charge rate for STOA; “SCL” means sum of the allotted transmission capacities in MW to all the Long-Term Customers of the transmission system concerned*”

The proposed formula for the STOA_Rate assumes that all the transmitted capacity of the transmission system under consideration, almost all of it has been allotted, whereas there might be instances where some proportion of the total system capacity may not have been allotted in Long-Term, Medium-Term and Short-Term open access. While calculating the STOA_Rate, denominator includes sum of allotted transmission capacities to all the Long-term customers of the transmission system. If in some cases the sum of allotted capacities is less than the total transmission capacity, then the STOA_Rate would be significantly higher.

In case of TOD, if the STOA has been allotted for specific hours, then the STOA_Rate needs to be defined based on such transmission capacities which have been allotted under short term open access.

19. **Clause No. 18.2.1(h):** The draft clause States that “*Transmission charges of wind and solar sources shall be at 1/4th of the normal long-term and medium-term Open access*”. It is proposed that “*charges*” be added in this section in conjunction with open access, i.e. medium-term open access **charges**.

It is recommended that some clarification may be provided, since long-term and medium-term open access charges are being pro-rated for a part of the month. Will such pro-rated charges be automatically applicable in the case of wind and solar.

20. **Clause No. 18.2.3(b):** The draft clause states that “*Notwithstanding anything to the contrary specified hereinbefore, if the injection point of an Open access source and Open access drawal point are within the area of a single Distribution Licensee without involving any other distribution system of any other Distribution Licensee or transmission lines of any other Transmission Licensee, such Open access Customer shall also pay charges for deviation from the schedule to the agency at a rate as mentioned under the DSM Regulations based on the State Level Accounts For Deviation Settlement (DS) Charge as specified in the Balancing and Settlement Code of the Commission.*

Provided that the Distribution Licensee shall not pass any losses, arising out of such agreement, to its other consumers or other Licensees”.

It is unclear as to which losses this clause refers to (possibly in case where an open access customer may receive deviation charges from the state level deviation pool account). There will also be a need for some further clarification as there is no “*such agreement*” that is referred to.

21. **Calculation of Cross-subsidy Charges - Clause No. 18.2.4(b):** The draft clause states that “*The formula for Cross — subsidy surcharge is as follows:*

$$S=T-ACS+R$$

Where,

S = surcharge

T = Tariff payable by the relevant category of Consumers, including reflecting the Renewable Purchase Obligation, if any.

ACS = Average Cost of Supply which for the present purpose would be obtained by Aggregate Revenue Requirement with energy sale to consumer as done in the relevant tariff order.

R = per unit cost arising due to amortization of regulatory assets including the carrying cost of the regulatory assets.”

The following points may be considered while determining the Cross-subsidy surcharge for open access,

- a. The defined ACS is essentially a category-wise cost of service. The ARR mentioned above should be replaced with category-wise ARR. The category-wise ARR is difficult to assess. As an alternative (till category-wise ACS can be ascertained each year), definition of ACS should be revised as ‘Average Cost of Supply’ which for the present purpose would be obtained by dividing Aggregate Revenue Requirement with energy sale to consumers, as done in the relevant tariff order.

- b. Clause states that “*Provided further that the surcharge shall not exceed 20% of the tariff applicable to the category of the consumers seeking Open access.*” It is proposed that instead of consumers, ‘consumer’ should be written in this clause.
 - c. ARR should exclude cost of power procurement for and quantum of sale to non-consumers including those within and outside the state.
 - d. It will be necessary to clarify whether the tariff payable is the average billing rate (ABR) or the variable part of the tariff. Both represent different cost elements. ABR is the applicable one here.
 - e. An explanation may be added for the required adjustment for renewable purchase obligation.
22. **Clause No. 18.2.4(d):** The draft clause states that “*The amount of such surcharge shall be fixed by the Commission from time to time keeping in view the projected admitted cost of the Licensee for the relevant period*”. This clause should be written as, ‘The amount of such surcharge shall be fixed by the Commission from time to time keeping in view the projected approved ARR of the Licensee for the relevant period’.
23. **Terms and Conditions for access to Intervening Network - Clause No. 18.2.7:** The draft clause states “*In an application by any Licensee, the Commission may, by order, require any other Licensee owning or operating intervening transmission facilities to provide the use of such facilities to the extent of surplus capacity available with such Licensee at rates, charges and terms and conditions as may be mutually agreed upon*”.

In case of use of intervening transmission facility or distribution network of any other licensee, provisions for mutual agreements on rates, charges, terms and conditions, etc. would need to be reasonable. Regulations should provide a broad framework for the same and revisit it based on practices on the ground. Else, it would exhibit excessive market power with the owner of such networks and leave limited choice to the open access consumer in negotiation of such rates, charges and terms and conditions.

Furthermore, with reference to the second Proviso which states “*Provided also that if the rates, charges and term and conditions cannot be mutually agreed upon by the Licensees, the rates, charges and terms and conditions as specified in these Regulations shall apply*”. Effectively, this means that the rates, charges and terms and conditions to be calculated as per these Regulations would serve as the ceiling rate for such other distribution licensee and the intervening transmission system.

24. **Transparency and Data Sharing:** All information related to applications and grant of open access including availability of transmission network, and change in open access granted should be promptly and prominently placed on the website of SLDC. Apart from scanned copies of signed documents, all such information should be archived and searchable as a database. The details should include application number, name of the entity, date of application, date of grant, quantum of open access applied/ granted, blocks and durations of open access applied/ granted, injection/ drawal point, injection/ drawal voltage, etc., and be archived to avoid any misuse. Block-wise schedule of all open access utilised should also be clearly specified in the daily schedule report

of the SLDC. Any procedural departure or issue encountered causing delay in providing open access should also be recorded and archived in a searchable database on the SLDC portal.

25. **Energy accounting for multiple Open access contracts:** In case of certain situations wherein multiple open access contracts of a single consumer are accounted through the same meter, there would be multiple issue that need clarity in the accounting of energy. CER evaluated a draft document of Draft TNERC (Grid connectivity and Intra-State open access) (Amendment) Regulations, 2021 and provided its comments thereof. This may be accessed from CER's newsletter of the previous quarter or "CER Blog" cer.iitk.ac.in/blog/new_blog/?id=MTA0MQ== written in "CER Opinion", point no. 5.
26. **Formatting:** The format of units used (e.g., kWh rather than Kwh, etc.) must be corrected in a standardised way throughout the document.