Procedure for Grant of Open Access (First Amendment)

Rajasthan Rajya Vidyut Prasaran Nigam Limited
(State Transmission Utility)
Vidyut Bhawan, Janpath, Jaipur-302005

Procedure for
Grant of Open Access
(First Amendment)

Approved by RERC vide its letter No. 280 dated 22.05.2018
Procedure for Grant of Open Access (First Amendment)

Annexure - 4

Supplementary Agreement for Open Access to Transmission System

This Agreement made on this ___ day of ______ between the Rajasthan Rajya Vidyut Prasarani Nigam Limited (hereinafter called the RVPN) which expression shall include its successors in office and assigns) of the one part and M/s. ______________________ (hereinafter called Open Access Customer) his heirs, executors, administrators, legal representatives, successors in business and assigns, of the other part.

Whereas Open Access Customer under category CPP/Trader/IPP and RVPN have entered into an agreement on ______ day of ______ for open access to transmission system of RVPN and/or distribution system of----------------- (distribution licensee) to the extent of------------MW from--------- (point of injection) to (point of drawal)______.

Whereas the Open Access Customer has requested the RVPN to affect alteration in point of injection/ point of drawal in said open access from--------to -------and RVPN after scrutiny, analyzing the application and carrying out required system studies has accepted the request of the Open Access Customer.

Whereas the Open Access Customer has requested the RVPN to effect alteration in said open access from _____ to _____MW and RVPN after scrutiny, analyzing the application and carrying out required system studies and consulting the Distribution Licensee, has accepted the request of the Open Access Customer.

Whereas alteration in contracted capacity/ point of injection/ point of drawal for open access has been accepted by Rajasthan Rajya Vidyut Prasarani Nigam Ltd. [hereinafter called RVPN].

Now therefore, in consideration of above, RVPN and Open Access Customer enter into this supplementary agreement as hereunder:

1. The Following documents constitute an integral part of this agreement. Terms & Conditions specified there in & not specifically specified in this agreement, shall be applicable for the open access supply.
   (i) Application for alteration in Long Term/Medium Term Open Access, submitted by the Open Access Customer.
   (ii) RVPN’s letter approving alterations in capacity allocation/ point of injection/ point of drawal for Long term/medium term open access

2. Open Access Customer & Distribution Licensee(s) shall execute separate agreements consequent to the alterations effected by this agreement.

3. The Open Access Customer shall deposit additional security in respect of enhancement in open access capacity to be worked-out as per the provision of agreement dated__________.

4. For reduction in open access capacity the consumer shall deposit a compensation amount as per the provision of agreement dated ____________.

5. This agreement shall be effective from ---------------- [specify date] or the date on which provision of above clauses are met with, whichever is later.

6. The agreement shall remain in force upto ______ in respect of aforesaid open access capacity.

7. All other terms & conditions of agreement dated-------------------shall apply mutatis mutandis to this agreement.

8. The Open Access Customer has agreed to bear the stamp duty of this agreement.

In witness whereof, the parties have signed this agreement on the day, month and year first written above.

For and on behalf of
Transmission Licensee
In the presence of
1. 2.

For and on behalf of
Open access customer.
In the presence of
1. 2.
Rajasthan Rajya Vidyut Prasaran Nigam Limited
(State Transmission Utility)

vidyut Bhawan, Janpath, Jaipur-302005

Procedure
for
Grant of Open Access

Approved by RERC vide its letter No.993 dated 18-05-16
Preamble

(i) Rajasthan Electricity Regulatory Commission, vide its Notification dated 27.01.2016 in exercise of power conferred under Section 42 read with Section 181 of Electricity Act, 2003, has framed Rajasthan Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulations, 2016, herein after referred to as Open Access Regulations, 2016.

(ii) The regulation 9(2) of the said Regulations provides for issuance of procedure for grant of open access including formats with the approval of the Commission.

(iii) As per the above provision, Rajasthan Rajya Vidyut Prasarâna Nigam Ltd. (STU) had prepared the procedure to be followed for grant of open access in consultation with SLDC and submitted the same for approval of the Commission. The Commission has approved the procedure. The same is hereby issued and shall come into effect from this day 31st May 2016.

(iv) The detailed procedure has been divided into following sections:

Section 1 – Procedure for Long Term Open Access (LTOA)
Section 2 – Procedure for Medium Term Open Access (MTOA)
Section 3 – Procedure for Short Term Open Access (STOA)
Section 4 – General Instructions
Section 5 – Formats
Section 1 – Procedure for Long Term Open Access (LTOA)

(1) **Applicability:**

This procedure shall apply to the applications made for long term open access (LTOA) for use of intra-State transmission system and/or distribution system of licensee including when such system is used in conjunction with inter-State transmission system.

(2) **Submission of Application:**

(i) The application for availing “Long Term Open Access” shall be made to RVPN in the prescribed format (Annexure-1) at the address given below and the same shall be acknowledged:

The Chief Engineer (NPP&R),
Rajasthan Rajya Vidyut Prasaran Nigam Limited,
Vidyut Bhawan, Janpath,
Jaipur – 302 005
Tel: 0141 - 2740275
Fax: 0141 - 2740794
E-mail ce.npp&r@rvpn.co.in, se.npp@rvpn.co.in

(ii) The open access application including, enclosures shall be complete and duly signed on every page by the authorized representative.

(iii) In case where there is any change in the location of the Applicant or change by more than 10 percent in the quantum of power to be interchanged using the intra-State transmission system or distribution system or a change in duration for availing open access, a fresh application shall be made.

(iv) The Applicant shall also submit a copy of the application to the concerned distribution licensee at the address mentioned below:

<table>
<thead>
<tr>
<th>JVNL</th>
<th>AVVN</th>
<th>JdVVNL</th>
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<tbody>
<tr>
<td>The Chief Engineer (PPM), JVVNL, Room No. 223, Vidyut Bhawan, Janpath, Jaipur- 302005</td>
<td>The Chief Engineer (Comml.), AVVN, Vidyut Bhawan Tachshheel, Ajmer</td>
<td>The Chief Engineer (C&amp;P), JdVVNL, New Power House Road, Jodhpur</td>
</tr>
<tr>
<td>Phone : 0141 – 2747040</td>
<td>Phone : 0145 – 2644501</td>
<td>Phone : 0291 – 2742227</td>
</tr>
<tr>
<td>Fax : 0141 – 2744803</td>
<td>Fax : 0145 – 2644502</td>
<td>Fax : 0291 – 5106366</td>
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<tr>
<td>e-mail <a href="mailto:c_commli@yahoo.com">c_commli@yahoo.com</a> <a href="mailto:secommlijp@gmail.com">secommlijp@gmail.com</a></td>
<td>e-mail <a href="mailto:cecommercialavvn@yahoo.co.in">cecommercialavvn@yahoo.co.in</a> <a href="mailto:cecomavvn@gmail.com">cecomavvn@gmail.com</a></td>
<td>e-mail <a href="mailto:cecn_p_jod@yahoo.in">cecn_p_jod@yahoo.in</a> <a href="mailto:seracommli@yahoo.com">seracommli@yahoo.com</a></td>
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</tbody>
</table>
(v) Following shall be enclosed with the application:

a) Non-refundable application fee through demand draft of Rs. 1,00,000/- (Rs. One Lac only) payable at Jaipur drawn in favour of Sr. Accounts Officer (EA & Cash), RVPN, Jaipur.

b) A copy of the Board resolution or authorization letter in favour of the signatory who submits the application.

c) A bank guarantee corresponding to Rs. 10000/MW (Rs. Ten Thousand per MW) of the total power to be transmitted, from a Nationalised or Scheduled Bank valid for a period of one year in favour of RVPN, in addition to the specified application fee.

d) A copy of agreement entered stating the details of sale/purchase of power, point of injection, point of drawal and validity, etc.

e) A copy of valid trading license and valid PPA/PSA for buying and selling of at least the same quantum of power and period of time for which long term open access has been applied for, if the Applicant is only an electricity trader.

f) A copy of single line diagram showing injection and drawal points.

g) Details of permission obtained from the Transmission Licensee or Distribution Licensee, depending upon the connection with the grid as the case may be, for parallel operation and grant of connectivity with the grid for generator with relevant documents. Any change in above permission shall be intimated to RVPN with relevant documents.

h) A certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place at both injection and drawal point as per relevant Regulations along with details of metering arrangements (if the meters are already installed).

i) In case open access is desired for power generated from a generating station not connected with the Grid, then the technical details of the generating stations, point of connectivity, etc. shall be furnished in the application along with relevant documents.

j) If injection and/or drawl entity is a consumer of Discom, then copy of last paid electricity bill shall be attached with open access application.

(vi) Incomplete application, and/or an application not found fully in conformity with the procedure and Regulations, shall be liable to be summarily rejected.

(3) Processing of Application for LTOA on Intra-State Network:

(i) The application, if found in order, shall be processed in the manner specified in regulation 10 of the Open Access Regulations, 2016.
(ii) Time frame for processing the application by RVPN shall be sixty (60) days from the date of receipt of application. However, in case system strengthening of transmission/distribution system is required to provide open access, then the application shall be processed within ninety (90) days of the receipt of application.

(iii) In case the Applicant is a consumer of the Distribution Licensee, RVPN shall seek NOC from concerned Distribution Licensee online.

(iv) In case NOC is not received from the concerned Distribution Licensee within thirty (30) days from the date of issue of letter from RVPN then it shall be deemed that Discom has no objection for grant of open access applied.

(v) On approval of open access, the customer shall seek approval for grant of connectivity and parallel operation with the grid, if not done already. The customer shall install ABT complaint meters at injection and drawal point and furnish a certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place at both injection and drawal points as per relevant Regulations along with details of metering arrangements, if not done already.

(vi) On approval of open access, the open access customer shall enter into a commercial agreement as per regulation 13 of Open Access Regulations, 2016 in the formats prescribed (Annexure-2 & Annexure-3), before the commencement of LOA.

(vii) Security deposit shall be made before the commencement of LOA.

(viii) In case of any change in the aforesaid agreements for open access supply, the open access customer shall enter into a supplementary agreement in the formats prescribed (Annexure-4 and Annexure-5).

(4) Submission and Processing of Application for Grant of NOC for LOA on Inter-State network in conjunction with Intra-State network:

(i) A customer seeking long term open access on inter-State network in conjunction with intra-State network shall submit application to RVPN in the prescribed format (Annexure 1), along with a copy to the Distribution Licensee of his area of supply, for issue of no objection certificate/concurrence/prior standing clearance accompanied with fee and bank guarantee as prescribed in sub regulation 10(4), 10(5) and 10(6) of Open Access Regulations, 2016.

(ii) The application shall be processed as per sub regulation 10(7), 10(8) and 10(9) of Open Access Regulations, 2016 and procedure mentioned at para 3 (i) to 3 (iv) above.

(iii) After scrutiny of the application and carrying out required system studies for ascertaining the capacity and facilities available for open access, RVPN shall issue no objection certificate/concurrence/prior
standing clearance.

(iv) After approval of open access by CTU but before commencement of the LTOA, the customer shall be required to carry out the following activities:
(a) Open access customer shall enter into commercial agreements in the formats prescribed (Annexure-2 & Annexure-3).
(b) Furnish a certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place as per relevant Regulations along with details of metering arrangements.
(c) Make the security deposit.
(d) In case of any change in the aforesaid agreements for open access supply, the open access customer shall enter into a supplementary agreement in the formats prescribed (Annexure-4 and Annexure-5).

(5) Billing and Payment:

(i) Billing shall be made w.e.f. the date of commencement of open access as declared by SLDC.
(ii) Bills for SLDC charges, transmission charges, wheeling charges, cross subsidy surcharge, additional surcharge, etc. shall be issued in the first week of every month.
(iii) Due date for depositing above bills shall be 45 days from date of issue of the bill.
(iv) Bills for incentive charges calculated based on the formula provided in Tariff Regulations shall be issued to open access customer after close of every financial year.
(v) The open access customer shall arrange payment of bills within the due date indicated in the bills. In the event of bill not being paid within the period specified in the bill, the open access customer shall be liable to pay the late payment surcharge @ 1.25% per month calculated on daily basis.
Section 2 – Procedure for Medium Term Open Access (MTOA)

(1) Applicability:

This procedure shall apply to the applications made for medium term open access (MTOA) for use of intra-State transmission system and/or distribution system of licensee including when such system is used in conjunction with inter-State transmission system.

(2) Submission of Application:

(i) This application for availing "Medium Term Open Access" shall be made to RVPN in the prescribed format (Annexure-1) at the address given below and the same shall be acknowledged.

The Chief Engineer (NPP&R),
Rajasthan Rajya Vidut Prasaran Nigam Limited,
Vidyut Bhawan, Janpath,
Jaipur – 302 005
Tel: 0141 - 2740275
Fax: 0141 - 2740794
E-mail ce.npp&r@rvpn.co.in, se.npp@rvpn.co.in

(ii) The open access application including enclosures shall be complete and duly signed on every page by the authorized representative.

(iii) In case where there is any change in location of the Applicant or change by more than 10 percent in the quantum of power to be interchanged using the intra-State transmission system or distribution system or a change in duration for availing open access, a fresh application shall be made.

(iv) The Applicant shall also submit a copy of the application to the concerned distribution licensee at the address mentioned below:

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(v) Following shall be enclosed with the application:
a) Non-refundable application fee through demand draft of Rs. 20,000/- (Rs. Twenty Thousand Only) payable at Jaipur drawn in favour of Sr. Accounts Officer (EA & Cash). RVPNl. Jaipur.
b) A copy of the Board resolution or authorization letter in favour of the signatory who submits the application.
c) A copy of agreement entered stating the details of sale/purchase of power, point of injection, point of drawl and validity, etc.
d) A certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place at both injection and drawal points as per relevant Regulations along with details of metering arrangements.
e) A copy of valid trading license and valid PPA/PSA for buying and selling at least the same quantum of power and period of time for which medium term open access has been applied for, if the Applicant is only an electricity trader.
f) A copy of single line diagram showing injection and drawal points.
g) Details of permission obtained from the Transmission Licensee or Distribution Licensee, depending upon the connection with the grid as the case may be, for parallel operation and grant of connectivity with the grid for generator with relevant documents. Any change in above permission shall be intimated to RVPN with relevant documents.
h) If injection and/or drawl entity is a consumer of Discom, then copy of last paid electricity bill shall be attached with open access application.

(vi) Incomplete application, and/or an application not found fully in conformity with this procedure and Regulations, shall be liable to be summarily rejected.

(3) **Processing of Application for MTOA on Intra-State Network:**

(i) The application, if found in order, shall be processed in the manner specified in regulation 11 of the Open Access Regulations, 2016.

(ii) The time frame for processing the application by RVPN shall be thirty (30) days from the last day of the month in which the application was received.

(iii) In case the Applicant is a consumer of the Distribution Licensee, the RVPN shall seek NOC from concerned Distribution Licensee online.

(iv) In case NOC is not received from concerned Distribution Licensee within ten (10) days from the date of issue of letter from RVPN, then it shall be deemed that Discom has no objection for grant of open access applied.

(v) RVPN after scrutiny of the application shall issue the approval for open access, or in case of refusal, intimate the Applicant along with reasons thereof.

8
(vi) On approval of open access, the open access customer shall enter into commercial agreement as per regulation 13 of Open Access Regulations, 2016 in the formats prescribed (Annexure-2 & Annexure-3) before the commencement of MTOA.

(vii) Security deposit shall be made before the commencement of MTOA.

(viii) In case of any change in the aforesaid agreements for open access supply, the open access customer shall enter into a supplementary agreement in the formats prescribed (Annexure-4 and Annexure-5).

(4) **Submission and Processing of Application for Grant of NOC for MTOA on inter-State network in conjunction with intra-State network:**

(i) A customer seeking medium term open access on inter-State network in conjunction with intra-State network shall submit an application to SLDC at the address mentioned in para (2) (i) of Section-3 of this procedure along with a copy to the Distribution Licensee of his area of supply, for issue of no objection certificate/concurrence/prior standing clearance accompanied with fee of Rs. 20000/- (Rs. Twenty Thousand Only). The customer shall also apply for no objection certificate from the concerned Distribution Licensee as per the enclosed format (Annexure-6) in case Applicant is a consumer of Distribution Licensee.

(ii) The distribution Licensee shall issue the NOC as per the enclosed format (Annexure-7). In case NOC is not issued by the concerned Discom within ten (10) working days from day of receipt of NOC request of the Applicant, then it shall be deemed that Discom has no objection for grant of open access applied. In this respect, the Applicant shall submit an affidavit, duly notarized, as per the enclosed format (Annexure-8).

(iii) After scrutiny of the application for medium term open access, SLDC shall issue no objection certificate/ concurrence/ prior standing clearance, or in case of refusal intimate the Applicant with reasons thereof.

(iv) On approval of open access by CTU, the open access customer shall enter into commercial agreement as per regulation 13 of Open Access Regulations 2016 in the formats prescribed (Annexure-2 & Annexure-3) before the commencement of open access.

(v) The security deposits shall be made before the commencement of MTOA.

(vi) In case of any change in the aforesaid agreements for open access supply, the open access customer shall enter into a supplementary agreement in the formats prescribed (Annexure-4 and Annexure-5).

(5) **Billing and Payment:**

(i) Billing shall be made w.e.f. date of commencement of open access as
declared by SLDC.

(ii) Bills for SLDC charges, transmission charges, wheeling charges, cross
subsidiy surcharge, additional surcharge, etc. shall be issued in the first
week of every month.

(iii) Due date for depositing above bills shall be 45 days from date of issue
of the bill.

(iv) The open access customer shall arrange payment of bills within the
due date indicated in the bills. In the event of bill not being paid within
the period specified in the bill, the open access customer shall be liable to pay the late payment surcharge @ 1.25% per month calculated on daily basis.
Section 3 – Procedure for Short Term Open Access (STOA)

(1) Applicability

This procedure shall apply to the applications made for short term open access on transmission and/or distribution system of the licensee(s) of Rajasthan including when such system is used in conjunction with inter-State transmission system.

(2) Submission of Application for STOA on Intra-State Network

(i) The application for availing “Short Term Open Access” in the intra-State transmission system shall be made to the State Load Despatch Centre (SLDC), Jaipur in the prescribed format (Annexure-9) at the address given below.

The Superintending Engineer (SO&LD),
SLDC Building, RVPN,
Heerapura, Jaipur – 302 020
Tel: 0141 - 2250405, Fax: 0141 - 2250405
E-mail address: oa.ldrvpnl@gmail.com

(ii) The open access application including enclosures shall be complete and duly signed on every page by the authorized representative.

(iii) The entity which is making application for the first time or intend to make application, shall submit the “One-Time” information as per enclosed format (Annexure-10) to the SLDC. In case of any change in the existing information, the same shall be intimated to the SLDC forthwith.

(iv) The Applicant shall also submit a copy of application to RVPN and the concerned Distribution Licensee at the address given below:

<table>
<thead>
<tr>
<th>RVPN</th>
<th>JVNL</th>
<th>AVNL</th>
<th>JVWNL</th>
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<tr>
<td>The Chief Engineer (NPP&amp;R), Rajasthan Rajya Vidut Prasaran Nigam Limited, Vidyut Bhawan, Jaipur- 302 005 Tel: 0141 - 2740275 Fax: 0141 - 2740794 e-mail: ce.npp&amp;<a href="mailto:R@rvpn.co.in">R@rvpn.co.in</a>, <a href="mailto:sec.npp@rvpn.co.in">sec.npp@rvpn.co.in</a></td>
<td>The Chief Engineer (PPM), JVNL, Room No. 223, Vidyut Bhawan, Jaipur- 302005 Phone: 0141 - 2747040 Fax: 0141 - 2744803 e-mail: <a href="mailto:c_ppm@vidyutbhan.com">c_ppm@vidyutbhan.com</a></td>
<td>The Chief Engineer (Comml.), AVNL, Vidyut Bhawan, Panchsheel, Ajmer Phone: 0145 – 2644501 Fax: 0145 – 2644502 e-mail: <a href="mailto:c_commlavnl@yahoo.co.in">c_commlavnl@yahoo.co.in</a> <a href="mailto:commlpml@gmail.com">commlpml@gmail.com</a></td>
<td>The Chief Engineer (C&amp;P), JVWNL, New Power House Road, Jodhpur Phone: 0291 – 2742227 Fax: 0291 – 5106366 e-mail: <a href="mailto:c_commljpd@yahoo.com">c_commljpd@yahoo.com</a> <a href="mailto:sercoreal@rvpn.co.in">sercoreal@rvpn.co.in</a></td>
</tr>
</tbody>
</table>

Following shall be enclosed with the application:

(a) A non-refundable application fee of Rs. 5000/- (Rs. Five Thousand Only) through demand draft / NEFT.
(b) A copy of the Board resolution or authorization letter in favour of the signatory who submits the application.

(c) A copy of agreement entered stating the details of sale/purchase of power, point of injection, point of drawl and validity, etc.

(d) Details of permission obtained from the Transmission Licensee or Distribution Licensee, depending upon the connection with the grid as the case may be, for parallel operation and grant of connectivity with the grid for generator with relevant documents. Any change in above permission shall be intimated to RVPN with relevant documents.

(e) A certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place at both injection and drawal points as per relevant Regulations along with details of metering arrangements.

(f) The application by a consumer of Discom shall be accompanied by a copy of electricity bill of the month preceding the month in which he is applying for open access indicating that the consumer has actually availed a demand of 1 MVA.

(g) An undertaking on Non Judicial Stamp Paper (purchased in Rajasthan) of Rs 100/- (Rupees One Hundred Only) as per the enclosed format (Annexure-11).

(h) Wherever the open access is sought for the first time or quantum of open access is changed from the previously approved quantum, the application shall also be accompanied by a No Objection Certificate (NOC) from the concerned Distribution Licensee(s) as per the enclosed format (Annexure-7).

(i) In case NOC is not issued by the concerned Discom within ten (10) working days from day of receipt of NOC request of the Applicant, then it shall be deemed that Discom has no objection to grant of open access applied. In this respect, the Applicant shall submit an affidavit, duly notarized, as per the enclosed format (Annexure-8).

(v) An incomplete application, and/or an application not found fully in conformity with the procedure and Regulations, shall be liable to be summarily rejected.

(3) Submission and Processing of Application for Grant of no Objection Certificate for STCA on Inter-State Network in Conjunction with Intra-State Network

A customer seeking short term open access on inter-state network under bilateral transaction or collective transaction shall submit the application to the SLDC for issue of no objection certificate/concurrence/prior
standing clearance in the prescribed format (Annexure-9) along with the following:

(a) A non-refundable application fee amounting to Rs. 5000/- (Rs. Five Thousand Only) through demand draft/NEFT.

(b) A copy of the Board resolution or authorization letter in favour of the signatory who submits the application.

(c) Details of permission obtained from the Transmission Licensee or Distribution Licensee, depending upon the connection with the grid as the case may be, for parallel operation and grant of connectivity with the grid for generation with relevant documents. Any change in above permission shall be intimated to RVPN with relevant documents.

(d) A certificate from RVPN or concerned Distribution Licensee, as the case may be, to the effect that ABT compliant meters are in place as per relevant Regulations along with details of metering arrangements.

(e) The application by a consumer of Discom shall be accompanied by a copy of electricity bill of the month preceding the month in which he is applying for open access indicating that the consumer has actually availed a demand of 1 MVA.

(f) An undertaking on non-judicial stamp paper (purchased in Rajasthan) of (Rs. One Hundred Only) Rs. 100/- in the enclosed proforma (Annexure-11).

(g) Wherever the open access is sought for the first time or quantum of open access is changed from the previously approved quantum, the application shall also be accompanied by a No Objection Certificate from the concerned Distribution Licensee(s) as per the enclosed format (Annexure-7).

(h) In case NOC is not issued by the concerned Discom within ten (10) working days from day of receipt of NOC request of the Applicant, then it shall be deemed that Discom has no objection to grant of open access applied. In this respect, the Applicant shall submit an affidavit, duly notarized, as per the enclosed format (Annexure-8).

(ii) The application shall be received up to 15.00 Hrs. of the day. The application received after 15:00 Hrs. shall be considered to have been received on next day.

(iii) An incomplete application, and/or an application not found fully in conformity with the procedure and Regulations, shall be liable to be summarily rejected.

(iv) After scrutiny of the application, the SLDC shall issue the no objection certificate/concurrence/prior standing clearance, or in case of refusal, intimate the Applicant with reasons thereof.
**Procedure for Grant of Intra-State Open Access in Advance**

(i) An application for availing the open access in advance of an intra-State transaction may be submitted to the SLDC, at the address mentioned at para (2) (i) of Section-3, up to the fourth month, considering the month in which an application is made being the first month.

(ii) A separate application shall be made for each month and for each transaction in a month in a suitable cover marked "Application for Short Term Open Access in Advance for - Month-Year's name".

(iii) An application for grant of short term open access commencing in any month including the request for extension of existing open access accompanied with application fee as above may be submitted in a cover marked "Application for Short Term Open Access in advance for the month (-)" up to 15th day of the preceding month to SLDC.

For example, applications for grant of open access commencing in the month of July shall be submitted up to 15th day of June.

(iv) All the applications received up to 15:00 Hrs. of the 15th day of the month as mentioned above shall be taken up together for consideration. Applications received after prescribed date & time shall not be considered.

(v) The SLDC shall, after satisfying that the application is complete in all respects, convey grant of open access in enclosed format (Annexure-12) along with schedule of payments to the Applicant latest by 22nd day of the month in which application was received, or otherwise, the SLDC shall record the reasons in writing in case open access is denied.

(vi) In case of perceived congestion in transmission corridor, on next day (i.e., 2nd day after the applicable last date for submission of application), SLDC shall inform the concerned Applicant as per enclosed format (Annexure-13) latest by 12:00 Hrs. By 3rd day after applicable last date for submission of application latest by 11:00 Hrs, the Applicants shall inform the SLDC, as per enclosed format (Annexure-14), whether he accepts the reduced open access during the period of congestion or opts for open access only for the duration when no congestion is anticipated. In case of non-receipt of revised request in time, it shall be presumed that the Applicant is not interested in revising it and SLDC shall process the application accordingly.

(vii) In case the SLDC still anticipates congestion after revised request, it may invite electronic bids for open access in advance on 4th day after applicable last date for submission of application.
The payment stated in the approval of open access shall be made by the Applicant to the SLDC within three working days from the date of approval of open access.

(5) e-Bidding Procedure

(i) If the capacity sought by the customers for "Open Access in Advance" for the following month is more than the available capacity or SLDC perceives congestion of any element of transmission and distribution system involved in the transaction, the allocation shall be made through electronic bidding:

(ii) The decision of SLDC in respect of an expected congestion shall be final and binding on all the parties,

(iii) Any Applicant intending to participate in bidding for short term open access shall register and obtain the "User ID" and initial "Password" for its Authorized User(s) in advance from the SLDC. The "Registered Users" shall be issued a system generated "User ID" and initial "Password" by SLDC to enable them to submit their 'Bid' electronically. Upon receipt of the User ID and initial password, the User shall immediately change the password. It shall be the responsibility of such Applicant to maintain its confidentiality/security and to prevent its misuse.

(iv) The Applicants shall submit their 'Bid' electronically through the web site of the SLDC. Only the Applicants, through their "Registered Users", shall be entitled to submit a Bid.

(v) The Bids for e-bidding shall be accepted up to the "bid closing time" as indicated on the designated web-site of SLDC. Modification / amendment to a bid, once submitted, including submission of a second or subsequent bid by an Applicant, shall not be entertained. During the bidding period, the bidder cannot view the bids submitted by other bidders.

(vi) In case the Applicant does not participate in the e-bidding process, his application shall be considered as withdrawn.

(vii) Bidding process and the approval of the schedules of the bidders shall be as per following:

- The bid price shall be in addition to the transmission charges for the intra-State transmission system for bilateral transactions as specified in the regulation 15 of the RERC Open Access Regulations, 2016.

- The Bidder shall quote price in terms of Rupees per MW per Day (Rs./MW/Day) in multiples of Rs.1 /MW/Day. The minimum price a bidder may quote is Rs. 50/MW/Day.

- Approval of open access shall be accorded in the decreasing order of price quoted.
In case of equal price quoted by two or more successful bidders, the approval for scheduling shall be made pro-rata to the open access request sought by them.

The Applicant, who gets approval for less capacity than the open access request sought by him, shall pay the charges quoted by him. The Applicant getting approval for open access equal to the open access capacity sought by him shall pay the charges quoted by the last Applicant getting approval of its full open access capacity sought.

(6) Procedure for Grant of "Limited Period" intra-State Open Access

(i) An application for grant of "limited period" intra-State open access for a maximum period of 5 days may be submitted to the SLDC within three days prior to the start date of open access but not later than 10:00 AM of two days prior to the start date of open access.

(ii) The SLDC shall check for resultant congestion due to the proposed "limited period" intra-State open access transaction and convey approval by 6:00 PM of two days prior to the start day of limited period open access in the enclosed format (Annexure-12) along with schedule of payments.

For example, application for limited period transaction starting from 25th day of July for a period upto 29th July shall be received from 22nd day to 10:00 AM on 23rd day of July and the same shall be disposed off upto 6:00 PM of 23rd July.

(iii) The payment shall be made by the Applicant to the SLDC within one working day from the date of acceptance of open access.

(iv) All other provisions for intra-State short term "Open Access in Advance" shall apply for limited period open access.

(7) Billing and Payment

(i) An intra-State open access customer shall pay the transmission charges, SLDC charges, wheeling charges, surcharge, additional surcharge, and such other charges as applicable, in advance for the period for which the open access has been granted at the rates prevailing from time to time.

(ii) All payments associated with intra-State transaction shall be made by the Applicant to the SLDC within three working days from the date of acceptance of intra-State transactions. However, in case of limited period open access, the charges shall be paid within one working day of acceptance. The charges for open access intra-State transactions
shall be worked out on the basis of total capacity and MWh approved at the point of injection.

(iii) In case fee and charges are specified on monthly basis, these charges shall be worked out on prorata daily basis for transactions for part of a month.

(iv) The transaction wise payment details shall be submitted as per enclosed format (Annexure-15).

(v) All payments shall be remitted only by NEFT/RTGS/Bank draft drawn in favour of "Sr. Accounts Officer (SLDC), RVPN, Jaipur" payable at Jaipur.

(vi) SLDC shall reconcile the short term intra-State charges collected during the previous month and shall remit the transmission charges, wheeling charges, cross subsidy surcharge & additional surcharge to RVPN & concerned Discom respectively by 10th day of the current month.

(vii) The final adjustment of wheeling charges, cross subsidy surcharge & additional surcharge arising due to less transactions during the current month shall be settled and refund if any shall be made to the concerned Applicants by 15th day of the ensuing month by the concerned Discom.

(viii) The Applicant shall approach the designated authority of respective Discom for settlement and disbursement of claim.

(8) Scheduling and Computation of Penalty as per Regulation 26 (7) of Open Access Regulations 2016

(i) The consumer shall intimate in writing the block wise maximum power to be scheduled from inter-State open access each day to the SLDC, RDPPC and Distribution Licensee before 10:00AM of the day preceding the day of drawal through e-mail as given below:

<table>
<thead>
<tr>
<th>SLDC</th>
<th>E-mail ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>JaipurVVNL</td>
<td><a href="mailto:ldschedule.jvnl@gmail.com">ldschedule.jvnl@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:ldschedule.avvnl@gmail.com">ldschedule.avvnl@gmail.com</a> (For Ajmer VVNl)</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:ldschedule.jdvvnl@gmail.com">ldschedule.jdvvnl@gmail.com</a> (For Jodhpur VVNl)</td>
</tr>
<tr>
<td>RDPPC</td>
<td><a href="mailto:rdpsscm@gmail.com">rdpsscm@gmail.com</a>, <a href="mailto:rdpsscm@yahoo.co.in">rdpsscm@yahoo.co.in</a></td>
</tr>
<tr>
<td>JaipurVVNL</td>
<td><a href="mailto:c_comml@yahoo.com">c_comml@yahoo.com</a>, <a href="mailto:seccommljpd@gmail.com">seccommljpd@gmail.com</a></td>
</tr>
<tr>
<td>AjmerVVNL</td>
<td><a href="mailto:ceccommercialavvn@yahoo.co.in">ceccommercialavvn@yahoo.co.in</a>, <a href="mailto:ceccomavvnl@gmail.com">ceccomavvnl@gmail.com</a></td>
</tr>
<tr>
<td>JodhpurVVNL</td>
<td>cecnپ<a href="mailto:_jod@yahoo.in">_jod@yahoo.in</a>, <a href="mailto:seracomml@yahoo.com">seracomml@yahoo.com</a></td>
</tr>
</tbody>
</table>

(ii) The power purchase under short term inter-State open access including transactions through power exchange shall be subject to the following:
A. The consumer shall schedule power from open access from 00:00 Hrs. to 24:00 Hours.

B. The consumer shall intimate in writing the block wise maximum power to be scheduled from inter-State open access each day. The schedule so given shall be uniform at least for a period of eight hours and the minimum schedule during the day shall at any time be not less than 75% of the maximum schedule of the day. Thus, the schedule so given shall be in any one of the following manners.

(a) Three schedules each from 00:00 Hrs. to 08:00 Hrs., from 08:00 Hrs. to 16:00 Hrs., from 16:00 Hrs. to 24:00 Hrs., or

(b) Two schedules one for 00:00 Hrs. to 08:00 Hrs. or more (but not beyond 16:00 Hrs.) and another for remaining period of the day or

(c) One schedule for 00:00 Hrs. to 24:00 Hrs. of the day.

C. The schedule so given shall be used to calculate the block wise maximum admissible drawal from the Discom.

D. If actual schedule approved in inter-State transactions is less, then the admissible drawal shall be reduced to that extent.

E. If the actual drawal in a block is higher than the admissible drawal, then the percentage excess drawal shall be calculated on the admissible drawal and the highest percentage of such excess drawal of all blocks during a month shall be considered as the drawal from Discom and the open access consumer shall be required to pay charges for the excess capacity/demand utilized during the entire month equal to the same percentage of the fixed and energy charges by which percentage the excess demand has actually been availed during the month on the rates specified in the tariff orders in force. However, the excess demand/capacity utilized up to 5% occurring to the extent of two time blocks of 15 minutes each during a month shall be exempted.
### Illustrative Example:

<table>
<thead>
<tr>
<th>(A)</th>
<th>When open access drawal is allowed upto contract demand (MVA/MW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Contract demand with Discom</td>
</tr>
<tr>
<td>(ii)</td>
<td>Sum of drawal schedule from Medium Term open access (intra-state &amp; inter-state) &amp; Short Term intra-State open access and revisions thereof if any</td>
</tr>
<tr>
<td>(iii)</td>
<td>Schedule from short term inter-State OA including power exchange as submitted by <strong>10.00 AM</strong></td>
</tr>
<tr>
<td>(iv)</td>
<td>Approved schedule in inter-State STOA including Power Exchange which shall be either less than or equal to B</td>
</tr>
<tr>
<td>(v)</td>
<td>Admissible drawal from Discom</td>
</tr>
<tr>
<td>(vi)</td>
<td>Total Admissible drawal</td>
</tr>
<tr>
<td>(vii)</td>
<td>Actual Drawal</td>
</tr>
<tr>
<td>(viii)</td>
<td>% excess drawal (when actual drawal is more than total admissible drawal)</td>
</tr>
</tbody>
</table>

The additional charges on utilisation of % excess drawal shall be levied as per regulation **21(v)** of RERC Open Access Regulations, 2016.

<table>
<thead>
<tr>
<th>(B)</th>
<th>When open access drawal is allowed over and above the contract demand, i.e., for captive use and LTOA</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Contract demand with Discom</td>
</tr>
<tr>
<td>(ii)</td>
<td>Sum of drawal schedule from Long Term, Medium Term open access (intra-state &amp; inter-state) &amp; Short Term intra-State open access except schedule for captive use and LTOA allowed over and above the contract demand and revisions thereof if any</td>
</tr>
<tr>
<td>(iii)</td>
<td>Schedule from short term inter-State OA including power exchange submitted by <strong>10.00 AM</strong></td>
</tr>
<tr>
<td>(iv)</td>
<td>Approved schedule in inter-State STOA including Power Exchange which shall be either less than or equal to B</td>
</tr>
<tr>
<td>(v)</td>
<td>Sum of Schedule for captive use and LTOA allowed over and above the contract demand and revisions thereof if any</td>
</tr>
<tr>
<td>(vi)</td>
<td>Admissible drawal from Discom</td>
</tr>
<tr>
<td>(vii)</td>
<td>Total admissible drawal</td>
</tr>
<tr>
<td>(viii)</td>
<td>Actual Drawal</td>
</tr>
<tr>
<td>(ix)</td>
<td>% excess drawal (when actual drawal is more than total admissible drawal)</td>
</tr>
</tbody>
</table>

The additional charges on utilisation of % excess drawal shall be levied as per regulation **21(v)** of RERC Open Access Regulations, 2016.
Section 4 – General Instructions


(2) The Superintending Engineer (NPP&R) is the authorized signatory to execute open access agreement on behalf of RVPNL.

(3) The agreements as per regulation 13 of Open Access Regulations, 2016 shall be executed on non-judicial stamp paper of Rs. 100/- (Rs. One Hundred Only) simultaneously in two counterparts. Each such counterpart shall be deemed to be an original instrument and each such counterpart shall constitute only one agreement.

(4) The stamp papers shall be purchased by the open access customer from the State of Rajasthan.

(5) Security Deposit
   (i) An open access customer shall deposit the security as per regulation 24 of Open Access Regulations 2016 to STU/SLDC/Distribution Licensee as the case may be.
   (ii) All aforesaid security deposits may be in the form of cash deposit/ demand draft/NEFT/RTGS.
   (iii) No interest shall be payable on aforesaid security deposit.

(6) All costs/expenses/charges associated with the application, including charges of Bank Draft/NEFT/RTGS, shall be borne by the Applicant.

(7) None of charges payable by Applicant(s) and/or any other entities involved in the transaction shall be adjusted by them against any other payments/charges.

(8) The payment settlement for mismatch between the schedule and the actual drawal/injection in both intra-State and inter-State transactions by customers connected to transmission/distribution network of the State licensees shall be governed by regulation 21 of Open Access Regulations, 2016.

(9) In case of forced outage of a unit, where a generator is seller under intra-state transaction, the generator shall immediately intimate the same along with the requisition for revision of schedule and estimated time of restoration of the unit, to SLDC as the case may be. The schedule of the generator and the buyer shall be revised, accordingly. The revised schedules shall become effective from the 4th time block, counting the time block in which the forced outage is declared to be the first one.
(10) Guidelines for curtailment of open access

(i) When because of transmission constraint or to maintain grid security as decided by SLDC, it becomes necessary to curtail power flow on a transmission corridor, the transactions already scheduled would be curtailed in the manner, which in the opinion of SLDC, would relieve transmission constraints/ enhance grid security subject to the provisions of the Grid Code.

(ii) For the purpose of cancellation or curtailment of any transaction, among short-term, medium term and long-term transactions, short-term transactions shall be cancelled or curtailed first, followed by medium term and thereafter long-term transactions. Short-Term Open Access Bilateral Transactions would be curtailed first followed by the Collective Transactions. The open access to a Distribution Licensee shall be the last to be curtailed.

(iii) Among the same category of open access, viz., STOA, MTOA and LTOA the open access under intra-State transactions shall be curtailed first viz. a viz inter State transactions.

(iv) In case of transmission constraints in intra-State transmission system, the SLDC shall revise the schedule of concerned entities which shall become effective from the 4th time block counting the time block in which the constraints have taken place to be the first one. During the first three time blocks also, the schedule shall deemed to have been revised to be equal to the actual generation at injection end and the drawal schedule accordingly at the drawal end.

(v) In case of reduction of drawal schedule of any open access consumer in respect of short term inter-State transactions due to transmission constraints, the admissible drawal from the Distribution Licensee as referred in regulation 26 of Open Access Regulations, 2016 shall stand increased from the start of transmission constraints and shall be effective upto three time blocks from the time of communication of transmission constraints by SLDC to the open access consumer. The time block in which the communication takes place to be counted the first one. Accordingly, no penalty shall be leviable from the open access consumer on this account.

(11) Indemnification

The Open Access Customer shall keep RVNP, SLDC and Distribution Licensee indemnified at all times and shall undertake to indemnify, defend and keep the RVNP, SLDC and Distribution Licensee...
harmless from any and all damages, losses, claims and actions including those relating to injury or death caused to any person or damage to property, demands, suits, recoveries, cost, taxes, duties and expenses, court costs, attorney fees and all the obligation by or to third parties arising out of or resulting from such grant of Open Access.

(12) Force Majeure:

(i) The STU/Discom/SLDC shall not be liable to compensate the open access customer for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riots, strike, lockout, forces of nature, act of god and any other reason beyond reasonable control of the concerned.

(ii) The STU/Discom/SLDC shall not claim from the open access customer for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riots, strike, lockout, forces of nature, act of god and any other reason beyond reasonable control of the concerned.

(13) Redressal of Disputes

All disputes and complaints arising between the parties under the Open Access Regulations/Procedure present shall be resolved as provided in regulation 30 of Open Access Regulations 2016.

(14) STU may review / revise / modify / amend the provisions of this procedure as and when deemed necessary with prior approval of the RERC.
Section 5 – Formats

Annexure-1 : Application form for grant of intra-State Long Term/Medium Term Open Access/ seeking NOC for inter-State Long Term/Medium Term Open Access

Annexure-2 : Agreement for Long Term/Medium Term Open Access

Annexure-3 : Agreement for Long Term/Medium Term Open Access in case of distribution system & for HT supply

Annexure-4 : Supplementary agreement for open access to transmission system

Annexure-5 : Supplementary agreement for open access to distribution system

Annexure-6 : Format for applying for No Objection Certificate (NOC) from Distribution Licensee

Annexure-7 : No Objection Certificate (NOC) from Distribution Licensee

Annexure-8 : Affidavit for deemed No Objection of Distribution Licensee

Annexure-9 : Application for grant of short term open access

Annexure-10 : Registration Form

Annexure-11 : Undertaking

Annexure-12 : Approval of Short Term Open Access and schedule of payment

Annexure-13 : Congestion information for open access in advance

Annexure-14 : "Open Access in Advance" - request for revision due to congestion

Annexure-15 : Open access details of payment
# Annexure-1

**Rajasthan Rajya Vidyut Prasaran Nigam Limited**  
(State Transmission Utility)  
APPLICATION FORM FOR GRANT OF INTRA STATE LONG TERM/MEDIUM TERM OPEN ACCESS/ SEEKING  
NOC FOR INTER STATE LONG TERM/MEDIUM TERM OPEN ACCESS  
(To be submitted by Long Term/Medium Term Open Access Customer)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Address for correspondence</td>
<td></td>
</tr>
</tbody>
</table>
| 3 | Authorised Contact Person  
(i) Name  
(ii) Designation  
(iii) Phone Numbers  
(iv) Fax  
(v) E-Mail |   |
| 4 | Open Access Period Required  
(i) From date  
(ii) To Date  
(iii) Period |   |
| 5 | Category  
(i) CPP  
(ii) IPP  
(iii) Consumer  
(iv) Others (Specify) |   |
| 6 | Quantum of power to be transmitted (MW) through open access  
Whether the customer is agreeable for reduced quantum in case of congestion | Yes/No |
| 7 | Details at injection point in intra-state transmission system  
(i) Name of injecting utility/party/generating Station  
(ii) Voltage Level  
(iii) Point of injection (name of EHV Station of RVPN)  
(iv) if power is injected at other EHV Station of RVPN, name and owner of S/S  
(v) Single line diagram at Injecting Point  
(vi) Parallel operation permission/grant of connectivity  
(vii) If injecting utility is consumer of Discom, then Consumer A/c no. with Discom and sanctioned contract demand (Copy of last |   |
<table>
<thead>
<tr>
<th>Details at point of drawal from intra-state transmission system</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name of drawing utility/party/generating station</td>
</tr>
<tr>
<td>(ii) Voltage Level</td>
</tr>
<tr>
<td>(iii) Point of drawal (name of EHV Station of RVPN)</td>
</tr>
<tr>
<td>(iv) If power is drawn at other than EHV GSS of RVPN, name and owner of S/S</td>
</tr>
<tr>
<td>(v) Single line diagram at drawal Point</td>
</tr>
<tr>
<td>(vi) If drawing utility is consumer of Discom, then Consumer A/c no. with Discom and sanctioned contract demand (Copy of last paid electricity bill should be attached)</td>
</tr>
<tr>
<td>(vii) Name of 132/33/11 kV feeder</td>
</tr>
<tr>
<td>(viii) Whether connected on independent or common feeder</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In case of Inter-State Open Access furnish details</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name of injecting utility/party/generating station</td>
</tr>
<tr>
<td>(ii) Voltage Level</td>
</tr>
<tr>
<td>(iii) Point of injection (name of EHV Station of Transmission system where power is to be injected in inter-state)</td>
</tr>
<tr>
<td>(iv) Name of Drawing utility/party/beneficiary</td>
</tr>
<tr>
<td>(v) Voltage Level</td>
</tr>
<tr>
<td>(vi) Point of drawal (name of EHV Station of Transmission system where power is to be drawn in inter-state)</td>
</tr>
<tr>
<td>(vii) Sanctioned contract demand</td>
</tr>
<tr>
<td>(viii) Single Line Diagram at Injecting Point and drawal points</td>
</tr>
<tr>
<td>(ix) Name of 132/33/11 kV feeder</td>
</tr>
<tr>
<td>(x) Whether connected on independent or common feeder</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Details at injection point in distribution system</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name of Discom in whose distribution system power to be injected</td>
</tr>
<tr>
<td>(ii) Voltage Level</td>
</tr>
<tr>
<td>(iii) Point of injection (name of Sub-Station of Discom)</td>
</tr>
<tr>
<td>(iv) If power is injected at other than Discom's sub-station, name and owner of S/S.</td>
</tr>
</tbody>
</table>
(v) Single line diagram at injecting Point in Distribution system
(vi) If injecting utility is consumer of Discom, then Consumer A/c no. with Discom and sanctioned contract demand (Copy of last paid electricity bill should be attached)

<table>
<thead>
<tr>
<th>Details at point of drawal in distribution system</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name of Discom in whose distribution system power is to be drawn</td>
</tr>
<tr>
<td>(ii) Voltage Level</td>
</tr>
<tr>
<td>(iii) Sanctioned contract demand</td>
</tr>
<tr>
<td>(iv) Point of drawal (name of Distribution Sub-Station of Discom)</td>
</tr>
<tr>
<td>(v) If power is drawn at other than Discom's sub-station name and owner of S/S.</td>
</tr>
<tr>
<td>(vi) If power is drawn through a non-dedicated feeder, then provide name of feeder and sub-station of Discom</td>
</tr>
<tr>
<td>(vii) Single Line Diagram at drawal Point in Distribution</td>
</tr>
<tr>
<td>(viii) If drawing utility is consumer of Discom, then Consumer A/c no. with Discom (Copy of last paid electricity bill should be attached)</td>
</tr>
<tr>
<td>(ix) Name of 132/33/11 kV feeder</td>
</tr>
<tr>
<td>(x) Whether connected on independent or common feeder</td>
</tr>
</tbody>
</table>

12 Details of Agreement

(i) For Power to be injected
(ii) For power to be Drawn
(iii) For Balancing and Mismatch power requirement
(iv) For Inter-State Transmission Open Access if involved
(v) Agreement with traders if any in above Transaction

13 In case of injection through Generating Station not connected to Grid, furnish details (in case of LTOA only)

(i) Name of the promoter
(ii) Generation Capacity
(iii) Location of the Generation plant
(iv) No. of Units & Capacity of each unit
(v) Type of fuel
(vi) Base load station or peaking load station
(vii) If peaking load, then what is the estimated hours of running
(viii) If it is a hydro plant, then whether it is –
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ix)</td>
<td>MU generation in a year in case of Hydro plant</td>
</tr>
<tr>
<td>(x)</td>
<td>Specify the step-up generation voltage - 400kV or 220kV or any other voltage</td>
</tr>
<tr>
<td>(xi)</td>
<td>In case of Hydro Station, whether it is an identified project of CEA</td>
</tr>
<tr>
<td>(xii)</td>
<td>Is it a captive Power Plant (Yes/No) If Yes, details of utilization</td>
</tr>
<tr>
<td>(xiii)</td>
<td>Status of the Project: Existing/Extension of existing Project/New project</td>
</tr>
<tr>
<td>14</td>
<td>Bank Draft for Application Processing FEE</td>
</tr>
<tr>
<td>(i)</td>
<td>Name of Bank</td>
</tr>
<tr>
<td>(ii)</td>
<td>Draft No. &amp; Date</td>
</tr>
<tr>
<td>(iii)</td>
<td>Amount</td>
</tr>
<tr>
<td>(iv)</td>
<td>Payable at Bank &amp; Branch</td>
</tr>
<tr>
<td>15</td>
<td>Detail of Bank Guarantee (BG)</td>
</tr>
<tr>
<td>(Only for long term Open Access)</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Name of Bank</td>
</tr>
<tr>
<td>(ii)</td>
<td>Date of BG</td>
</tr>
<tr>
<td>(iii)</td>
<td>Amount</td>
</tr>
<tr>
<td>(iv)</td>
<td>Validity</td>
</tr>
</tbody>
</table>

It is hereby certified that the applicant unequivocally confirms to comply with the terms and conditions and has fully understood the procedures and general instructions and commercial terms and conditions issued by RVPN for long term/medium term open access.

Place: 
Date: 
Authorized Signatory for 
Open Access Customer 
Name: 
Designation: 
Seal: 

27
AGREEMENT FOR LONG TERM/ MEDIUM TERM OPEN ACCESS

between

Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jaipur

and

(Name of Long Term / Medium Term Open Access Customer)

This Agreement for Long Term/ Medium Term Open Access of State Transmission System (the "Agreement") is made on ------- day of-------

BY AND BETWEEN:

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED, a Company incorporated under the Companies Act, 1956 and the State Transmission Utility and Transmission Licensee u/s 39 of the Electricity Act 2003 in the State of Rajasthan, having its office at Vidyut Bhawan, Janpath, Jaipur- 302 005 hereinafter referred to as "RVPN" (which expression shall, unless repugnant to the context or meaning thereof include its successors and assignees) as a party of the first part;

AND

M/s------------------------ a Company incorporated under the Companies Act, 1956 with its

registered office located

at ------------------------

hereinafter referred to as "Open Access Customer.", (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of the second part.

WHEREAS

The Open Access Customer has made an application to RVPN for availing open access on transmission system of RVPN and/or wheeling power on distribution system of ------ Discom to the extent of----------------MW from-----------------(point of injection) to-----------------(point of drawal) as detailed at Annexure-1
under the provisions of Rajasthan Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulations, 2016 as amended from time to time and furnished required documents including copy of Agreements for power injection/drawal, including balancing power and has filed the application with requisite processing fee with a copy to the concerned distribution licensee.

AND WHEREAS, after scrutiny of the application, and consulting distribution licensee and carrying out required system studies for ascertaining the capacity and facilities available for the said open access, RVPN has decided to allow the open access on the following terms & conditions:

(a) ____________________________________________________________

(b) ____________________________________________________________

(c) ____________________________________________________________

(d) ____________________________________________________________

NOW, THEREFORE, in consideration of above and the covenants in this Agreement, RVPN and the Open Access Customer enter into an agreement as set forth hereunder:

1. **Following constitutes the integral part of this agreement**
   (i) Application for grant of long-term/medium term open access submitted by Open Access Customer.
   (ii) Confirmation for abiding and complying with the Terms and Conditions for availing long term/medium term open access.
   (iii) RVPN's Letter allocating the Long Term/Medium Term Open Access Capacity subject to conditions mentioned therein.
   (iv) RERC (Terms and Conditions for Open Access) Regulations, 2016

2. Open Access Customer shall execute separate agreement with Distribution Licensee(s) for wheeling of power on distribution system of the Distribution Licensee(s) and about bifurcation of demand to be met from open access and purchase of regular and stand by and start up supply to meet the outage contingency of generating unit supplying electricity, with copy to RVPN.

RVPN shall not be responsible for any mis-match between under/ excess injection/drawal. The agreement to be executed with distribution licensee shall provide for commercial accounting of excess/less injection/drawal vis-a-vis scheduled dispatches/drawals.

Provided further that when such open access permitted by RVPN involves different distribution licensees at the point of injection & drawal, namely ____________________ and ____________________ (mention names of
licensees), separate agreements shall be executed by the Open Access customer with the distribution licensees.

3. **Terms and Conditions Governing Agreement for Open Access**

The Long Term/Medium Term Open Access is allowed as per provisions of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time. The open access shall be governed by the procedure and the terms & conditions specified by RVPN in pursuance to Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time.

The Long Term/ Medium Term Open Access, as per this agreement, shall be effective from the date the following conditions precedent to it are met, unless waived by RVPN:

(i) Execution of agreement with distribution licensee(s)
(ii) Installation of metering equipment, protection schemes and communication schemes as per clause 6.
(iii) Payment of security deposit as per clause 8.
(iv) Execution of agreement with Central Transmission Utility, in case of open access involving inter-state transmission system.

4. **Charges for Open Access**

The Open Access Customer agrees:

(i) To pay the transmission charges, SLDC charges and wheeling charges as determined by the Commission from time to time. Provided that the transmission and wheeling charges shall be payable on the basis of open access capacity contracted or open access capacity utilized whichever is higher. The excess open access capacity utilized up to 5% of open access capacity allocation occurring to the extent of two time blocks of 15 minutes each during a month shall be exempted.

(ii) That in case intra state transmission system or distribution system is used by him in addition to inter-state transmission system, transmission charges and wheeling charges shall be payable for use of intra-state system in addition to payment of transmission charges for inter-state transmission.

(iii) That the open access charges for availing Net Metering shall be settled in accordance with RERC Net Metering Regulations, 2015 as amended from time to time.

(iv) In addition to the Transmission charges and wheeling charges, the Open Access Consumer agrees to make payment of following other charges in accordance with RERC (Terms & Conditions for Open Access) regulations, 2016 as amended from time to time.
(a) Open Access Consumer shall pay/receive for the reactive energy charges, in accordance with provision of the RERC (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time.

(b) The Open Access Customer connected to transmission/distribution network of the State licensees agrees to pay unscheduled interchange charges for mismatch between the schedule and the actual drawal/injection in both intra state and inter-state transactions by customers as per the RERC (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time.

(c) The open access customer agrees to pay SLDC fee and charges including scheduling and operating charges as per RERC (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time.

(d) Cross Subsidy Surcharge as determined by the Commission.

(e) Additional Surcharge as determined by the Commission.

(v) Late payment surcharge (LPS):
The Open Access Customer shall arrange payment of bills within the due date indicated on the bills. In the event of bill not being paid within the period specified in the bill, the open access customer shall pay the late payment surcharge @ 1.25% per month calculated on daily basis.

(vi) The Open Access Customer shall be responsible for payment of all charges such as Transmission charges/Wheeling charges/SLDC charges/Reactive Energy charges/UI/Surcharge/Additional surcharge/LPS/Incentive etc. to STU/SLDC/Discom and other charges as applicable.

(vii) Subject to the provisions of RERC (Terms & Condition of Open Access) Regulations, 2016, the monthly energy account prepared and issued by the State Load Despatch Centre shall be binding on both parties unless changed or modified by the appropriate Commission.

5. **Non-Utilisation of Open Access Capacity**

In case the Open Access Customer is unable to utilize, full or part of the capacity allotted to him, he shall inform the State Transmission Utility and State Load Despatch Centre and may surrender the capacity allotted to him in terms of RERC (Terms & Condition of Open Access) Regulations, 2016 as amended from time to time.
6. **Metering and Communication Facility**

(i) Metering system (Main Meters, Check Meters and Standby Meters) at point of injection and drawal, based on voltage, point and period of supply/drawal and tariff category shall be provided by the Open Access Customer at his cost as per RERC (Terms & Condition of Open Access) Regulations, 2016, RERC (Metering) Regulations, 2007 and CEA (Metering) Regulations, 2006 as amended from time to time.

(ii) Main, Check and Standby Meters shall have facility to communicate its reading to State Load Dispatch Centre/ Central Billing Station on real time basis and compatible with RVPN system. The term ‘Meter’ shall be as defined in RERC (Metering) Regulations, 2007 in force from time to time.

(iii) The Open Access Customer who is on an independent feeder connected to 132 kV or above Grid Sub Stations shall provide for or bear the cost of equipments for communication of power system data such as meter readings, power flow (active and reactive), voltage, frequency and status of switches/transformer taps and others parameters as prescribed by the SLDC up to Sub Load Despatch Centre/ State Load Dispatch Centre with two communication channels on real time basis.

(iv) Both the parties agree that the provisions relating to metering, joint meter reading, testing, calibrating, sealing and settlement, etc. shall be governed by RERC (Terms & Condition of Open Access) Regulations, 2016, and RERC (Metering) Regulations, 2007 as amended from time to time.

(v) Protection and interlock schemes for parallel operation of _______MW Generating Station/ Captive Power Plant of the Open Access Customer shall be as approved by RVPN or its authorized officer for which the required data shall be made available and no change therein shall be made without approval of RVPN.

7. **Energy losses**

(i) The energy losses of the transmission and distribution system shall be adjusted in proportion to the energy injection/drawal by the open access customer as under:

   (a) **Transmission losses** as approved in ARR and Tariff order for the respective Financial Year. In case the tariff order is issued after 1st April of Financial Year, then losses as approved in previous year tariff order shall be applicable up to the date of issue of tariff order for relevant year.

   (b) **Distribution system losses** as approved by the Commission for the voltage level at which the OA customer is connected.
(ii) The energy losses of the inter-State transmission system shall be adjusted as per the scheme notified by the Central Commission.

8. **Security Deposits**

(i) A security deposit amount equivalent to 3 months of the transmission charges for allotted open access capacity shall be maintained by Open Access Customer with the State Transmission Utility.

(ii) A security deposit amount equivalent to 3 months of the SLDC fee and charges including scheduling and operating charges for allotted open access capacity shall be maintained by Open Access Customer with SLDC.

(iii) A security deposit amount towards wheeling charges, cross subsidy surcharge and additional surcharge equivalent to 3 months of billing for these charges shall be maintained by Open Access Customer with concerned distribution licensee.

(iv) Unity power factor shall be considered for the purpose of unit conversion from MVA/kVA to MW/kW or vice versa.

(v) In case the Open Access Customer is an existing OA customer and is availing open access for more than a financial year, security shall be revised on the basis of average monthly open access charges of the previous financial year.

(vi) In case the Open Access Customer is an IPPs/ CPPs selling power outside the State, he shall also deposit a security towards under injection, if any, with the Distribution Licensee, equivalent to 10% of the proposed monthly contracted generation for sale, at the energy charge rate of HT Industrial tariff, the amount of which shall be recalculated after the actual sale of the previous quarter of the financial year.

(vii) The Open Access Customer shall furnish security deposits either in Cash deposit/ demand draft/ NEFT/ RTGS for the requisite amount before execution of open access agreements.

(viii) No interest shall be payable on aforesaid security deposits.

9. **Adjustment of Energy**

The priority for adjustment of energy drawl by an Open Access Consumer from different sources and the priority for selling power to multiple persons/ consumers by generators shall be as per the RERC (Terms and Conditions for Open Access) Regulations, 2016 as amended from time to time.
10. **Compliance and Grid Discipline**

(i) All the parties agree to comply with the provisions of CERC (Indian Electricity Grid Code) Regulations, 2010, CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007, RERC (Rajasthan Electricity Grid Code) Regulations 2008, RERC (Metering) Regulations 2007, Supply Code in force from time to time and instructions given by State Transmission Utility and State Load Dispatch Centre as applicable from time to time for use of Distribution/Transmission system of Distribution/Transmission Licensee as the case may be including the Connection Conditions mentioned therein.

(ii) The Open Access Customer/Consumer shall abide by the provisions of Grid Discipline in accordance with the RERC (Terms and Conditions for Open Access) Regulations, 2016.

11. **Transmission Performance Standards**

Both the parties agree that all equipment connected to the State Transmission System shall be of such design and construction so as to enable RVPN to meet the requirement of Performance Standards specified at inter-connection point under relevant regulation. The Open Access Customer connected to State Transmission System shall ensure that their loads do not cause violation of these standards.

12. **Unforeseen Circumstances**

Open access on the transmission system and wheeling on distribution system shall be subject to force majeure, grid failure and transmission/distribution system constraints. The provision of open access shall remain suspended during such period at the absolute discretion of SLDC/STU/Distribution licensee.

13. **Scheduling by SLDC**

The Open Access Customer shall abide by the SLDC schedule and shall comply with all directions issued by SLDC/STU in respect of scheduling of kW & kVAR and control of net drawl from the distribution licensee.

14. **Term of Agreement**

Subject to provisions of clause 5, the open access allowed shall remain valid from _____________ to _____________.

15. **Alteration**

Any alteration in this agreement under the provisions of the RERC (Terms and Conditions for Open Access) Regulations, 2016, shall be effected through supplementary agreement.
16. Indemnification
The Open Access Customer shall keep RVPN, SLDC and Distribution Licensee indemnified at all times and shall undertake to indemnify, defend and keep the RVPN, SLDC and Distribution Licensee harmless from any and all damages, losses, claims and actions including those relating to injury or death caused to any person or damage to property, demands, suits, recoveries, cost, taxes, duties and expenses, court costs, attorney fees and all the obligation by or to third parties arising out of or resulting from such grant of Open Access.

17. Defaults & Termination
(i) In the event of defects in metering and communication system resulting in failure to communicate real time data flow to SLDC, defaults in bills payment and/or defaults in compliance of the terms & conditions of this agreement, RVPN shall serve a notice to remedy the defects/defaults & in case of failure to remedy the defects/defaults within a period of 30 days, open access shall stand suspended until the defects/defaults are remedied. During the period the open access remains suspended, the Open Access Customer shall be liable to pay the applicable open access charges as if he was availing the approved quantum of open access.
(ii) Any change in the terms and conditions of open access notified by the Commission shall have the overriding effects on the provisions of this agreement to the extent of their applicability.

18. Settlement of Disputes
Disputes relating to open access arising under this agreement or under the provisions of Electricity Act, 2003 shall be got resolved as per Regulation 30 of the RERC (Terms & Conditions for Open Access) Regulations, 2016.

19. Open Access Customer shall bear the stamp duty of this agreement.

In witness whereof, the parties have signed this agreement on the day, month and year first as written above.

For and on behalf of
Rajasthan Rajya Vidyut Prasaran Nigam Limited

For and on behalf of
Long Term/ Medium Term Open Access Customer

In the presence of
1
2

In the presence of
1
2

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Annexure - 3

Agreement for Long Term/Medium Term Open Access in case of Distribution System & for HT supply

This agreement for long/medium term open access of distribution system and supply of regular and standby HT supply ("the agreement") is made on this ____________day of____________ BY and Between

M/s ____________________________, a company incorporated under the Companies Act, 1956 and the Distribution Licensee under Section 14 of the Electricity Act 2003, having its registered Office at ____________________________ hereinafter referred to as "Distribution Licensee" which expression shall, unless repugnant to the context, or meaning thereof, include its successors and assignees as a party of the first part;

AND

M/s. ________________________________, a company incorporated under the Companies Act, 1956 having its registered office at ____________________________ hereinafter referred to as "Open Access Customer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as a party of the second part.

WHEREAS the Open Access Customer has requested Rajasthan Rajya Vidyut Prasaran Nigam Ltd, (hereinafter referred to as RVPN), the State Transmission Utility and the Transmission Licensee operating in the State of Rajasthan, availing Long/Medium Term Open Access upto _______kW on transmission system of RVPN and wheeling power on distribution system of ______________ (distribution licensee) under the Rajasthan Electricity Regulatory Commission [Terms & Conditions for Open Access] Regulations, 2016; [hereinafter referred to as OA Regulations], from _______________(point of injection) (at _____kV) to ______________(point of drawal) (at _____kV).

AND WHEREAS RVPN, after due consideration and consultations, has permitted the open access customer to avail open access on transmission system of RVPN and wheeling of such power on distribution system of the distribution licensees as detailed herein above.

Whereas RVPN and the Open Access Customer have executed an Agreement for open access on transmission system on ________________.

AND WHEREAS in respect of point of injection/ drawal, the Open Access Customer is having an agreement for HT supply up to _______ _______kW (_______kVA) with the distribution licensee [hereinafter referred to as 'HT agreement'] at the point of injection/ drawal.

And WHEREAS, in accordance with 'OA Regulations', Open Access Customer and Distribution Licensee have to execute open access, regular supply and standby supply agreements for each point of injection/ drawal, replacing the aforesaid HT agreement with effect from 'effective date' of this agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:

1. Definitions

In this agreement, unless the context otherwise requires:

b. "ABT Compliant Meter" means metering system specified under regulation 18 of open access Regulations 2016;

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c. "Commission" means the Rajasthan Electricity Regulatory Commission;

d. "Contract Demand" shall mean the demand in kW & kVA sanctioned for the Open Access Customer for which the distribution licensee makes specific commitment to supply energy from time to time subject to the governing terms & conditions;

e. "Grid Code" means the Rajasthan Electricity Grid Code specified by the Commission;

f. "SLDC" means the Rajasthan State Load Dispatch Center at Jaipur, functioning under Sub-section (1) of Section 31 of the Act;

g. "Terms & Condition for Supply of Electricity" means the Terms and Condition for Supply of Electricity – 2004 issued by the Distribution Licensee and includes amendments made therein from time to time;


2. This agreement is in four parts, conditions of part 1, 2 & 3 applies for open access supply, regular supply & standby and start up supply respectively, while conditions of part 4 applies to all parts.

Part-1 Open Access Supply

3. Distribution Licensee shall wheel up to ____ kW of power for the OA customer on open access basis on its distribution system from point of injection to the point of drawal as detailed in the Annexure-1 to this agreement.

4. The wheeling of power by the distribution licensee on its distribution system shall be governed by the Open Access Agreement executed by Open Access Customer with RVPN/CTU under OA regulations of RERC/CERC, as the case may be.

5. The Open Access Customer agrees that charges for Open Access Supply i.e. wheeling charges, surcharge and additional surcharge shall be governed by the agreement as per tariff determined by the Commission and Regulatory Commission’s order in force from time to time.

6. Where the open access involves wheeling of power on distribution network of the other distribution licensee, namely, ----- ---------, in addition to that of the distribution licensee, the Open Access customer shall also enter into a separate Agreement for use of distribution network of other distribution licensee.

7. As a payment security towards wheeling charges, cross subsidy surcharge and additional surcharge, a deposit equal to 3 months of billing for these charges for allotted open access capacity shall be maintained with the Distribution Licensee of the area of supply.

Provided that unity power factor shall be considered for the purpose of unit conversion from MVA/kVA to MW/kW or vice versa.

Provided further that, in case the Open Access Customer is an IPP/ CPP selling power outside the State, he shall also deposit a security towards under injection, if any, with the Distribution Licensee, equivalent to 10% of the proposed monthly contracted generation for sale, at the energy charge rate of HT Industrial tariff, the amount of which shall be recalculated after the actual sale of the previous quarter of the financial year.

8. Metering and Communication:

It is agreed that:

a. The Open Access Customer shall provide Main Meters, Check Meters and Standby Meters based on voltage, point and period of supply/drawal and tariff category as specified in CEA (Metering Regulations) 2006 and RERC (Metering) Regulations 2007 as amended from time to time, at his own cost.
b. Both the parties agree that the provisions relating to Specification of ABT compliant meter, joint meter reading, assessment of consumption for stopped/defective meters, sealing, testing & calibration and settlement etc. shall be governed by Terms & Conditions for Supply of Electricity – 2004 read with OA Regulations, 2016 and RERC (Metering) Regulations, 2007. In all cases defective meter shall be replaced within 30 days, failing which the customer shall be disallowed open access.

c. The Open Access Customer who is on independent feeder connected to 132 kV or above Grid Sub Stations shall provide for or bear the cost of equipments for communication to provide System Data such as meter readings, power flow (active and reactive), voltage, frequency and status of switches/transformer taps and others parameters as prescribed by the SLDC up to Sub Load Dispatch Centre/State Load Dispatch Centre and central billing station with two communication channels on real time basis.

d. The Open Access Customer shall have round the clock facility of communication with SLDC and Central Billing Station through telephone with STD/mobile/transmission/receipt of Fax and E-mail.

9. Scheduling:

(i) The scheduling shall be governed by the provisions of State Grid Code.

(ii) Long Term/ Medium Term Open Access Customer shall provide the injection/schedule at the generator end and drawal schedule at the supply end to SLDC, RDPPC, supplier end Distribution Licensee and to the consumer end Distribution Licensee before 10.00 AM of the day preceding the day of scheduling.

10. Both the parties agree that during the term of this agreement, the contracted open access capacity and the terms & conditions agreed upon for open access shall not be changed without the consent of RVPN & CTU.

11. Energy Losses:

(i) The energy losses of the transmission and distribution system shall be adjusted in proportion to the energy injection/drawal by the open access customer as under:-

a. Transmission losses as approved in ARR and Tariff order for the respective Financial Year. In case the tariff order is issued after 1st April of Financial Year, then losses as approved in previous year tariff order shall be applicable up to the date of issue of tariff order for relevant year.

b. Distribution system losses as approved by the Commission for the voltage level at which the OA customer is connected.

(ii) The energy losses of the inter-State transmission system shall be adjusted as per the scheme notified by the Central Commission.

12. This part of agreement shall remain in force up to ----------------, that is the period for which the open access agreement executed with RVPN remains effective.

However, this agreement shall be coterminus with the agreements executed with RVPN & CTU, if applicable as mentioned at clause 4 and other Distribution Licensee at clause 6 & shall stand terminated in case of termination of any of these agreements.

In case of termination, charges as provided in the Open Access Regulations 2016 shall be payable.

13. Defaults & Termination:

(i) In the event of defect in metering & communication system resulting in failure to communicate real time flow of data to SLDC, default in payment of billing and/ or default in complying with terms & conditions of this part of the agreement, Distribution Licensee shall serve a notice to remedy the defects/ defaults and in case of defects/ defaults in not removed within 30 days, open access shall stand suspended until the defects/ faults are rectified. During the period the open access remains suspended, the Open Access Customer shall be liable to pay the applicable open access charges as if he was availing the approved quantum of open access.

(ii) Any change in the terms and conditions of open access notified by the Commission shall have overriding effect on the provisions of this agreement to the applicable extent.
PART II : Regular Supply

14. Distribution licensee shall supply power to Open Access Customer for industrial/ mixed load/ non domestic purpose against his existing connections for the revised contract demand of \( \text{KW} \) \( \text{KVA} \) from the effective date of this agreement subject to terms and conditions of this part of the agreement.

15. Both the parties agree that charges for regular supply shall be as per tariff for electricity as determined by RERC, as applicable for HT large industrial/mixed load/ bulk supply service tariff [schedule HT/\( \text{KW} \) \( \text{KVA} \)]. However, provisions of excess demand charges shall not apply on regular supply to the extent of contract standby supply during the period to which part III of the agreement is applicable.

16. (i) This agreement shall, subject to the condition as hereinafter provided, remain in force at least for a period of one year commencing from the effective date of this agreement until its termination.

(ii) Either party shall be at liberty to terminate this agreement after the expiry of one year by giving one month’s notice in writing to the other party;

(iii) An Open Access Customer shall be at liberty to get his contract demand reduced or increased by giving one month’s notice;

(iv) However, after one year, the consumer may get his connection permanently disconnected or get his contract demand reduced on the day of notice by paying the minimum billing amount equivalent to one month.

17. Open Access Customer shall deposit the security amount for this part of the agreement as per Terms & Conditions for supply of Electricity.

PART III : Standby Supply

18. Whereas the Open Access Customer has requested the Distribution Licensee to supply power during the shut down of generating station at \( \text{Generating Station} \) with electrical energy at the consumer’s premises situated at \( \text{Consumer’s Premises} \) and indicated in red in the map attached hereto as standby supply for purpose of meeting planned & forced outage and the Distribution Licensee has agreed to supply to the Open Access Customer such power subject to the terms and conditions hereinafter contained in this part.

19. Both the parties agree that charges for standby supply shall be as per tariff for supply of electricity, as determined by RERC, as applicable for HT large industrial/mixed load/ bulk supply service tariff [schedule HT/\( \text{KW} \) \( \text{KVA} \)]. However, provisions of excess demand charges shall not apply during the period to which part III of the agreement is applicable.

20. Tariff applicable for stand by supply shall be as applicable for temporary supply as per tariff for electricity supply determined by RERC as applicable to HT large industrial/ mixed load/ bulk supply service. Tariff shall be applied on daily basis and when such standby supply is availed the customer shall pay the fixed charges for minimum 42 days in a year.

21. The open access customer shall deposit the security deposit equivalent to 42 days minimum billing as per applicable tariff for temporary supply.

22. In case open access supply under Part I is suspended, standby supply under part III can be enhanced for the suspended period by giving 24 hours notice subject to such enhanced contract demand not exceeding the contract demand under Part I. On termination of suspension, contract demand of Part III shall be restored back as existing before the suspension.

23. The enhanced contract demand, as per clause 22, may be got reduced by giving 30 days notice by the open access customer, but not before the expiry of 1 year.

24. Defaults & termination

(i) This agreement shall be coterminous with the long/ medium term open access agreement for the use of transmission system & shall stand terminated with the termination of long/ medium term open access connection agreement for the use of transmission system.

(ii) This part of agreement shall, as hereinafter provided, shall remain in force for a period of one year in the first instance commencing from the date of supply and shall remain in force until its termination:

However, either party shall be at liberty to terminate the agreement or to get the contract demand reduced by giving one month’s notice in writing after completion of initial period of one year, including the notice period. The consumer may also get his connection permanently disconnected or may get his contract demand reduced on the day of notice by paying one month’s minimum billing amount.

25. In case of suspension/ termination of open access supply agreement under Part I of the agreement, standby supply under this part shall be governed by the provisions of clause 22.
PART-IV: General:

26. The electrical energy at drawal point supplied under Part I, II & III of this agreement shall be of three phase, alternating current, at a declared voltage of between phases and at a nominal frequency of 50 (fifty) complete cycles per second at the terminals.

27. The point of supply and the metering drawal point shall be at the RVPN's / Nigam's substation at or at consumer end.

28. The Open Access Customer shall cause its generator to abide by the provisions of State Grid Code in respect of planned shut down and to give its intimation to the Distribution Licensee & SLDC following the procedure below:
   (i) Before it is effected with the approval of SLOC at least 48 hours notice shall be required for planned shut down.
   (ii) On intimation of shut down, within 30 minutes of shut down notice shall be given indicating the likely period by which generating unit shall be restarted &
   (iii) Intimation of synchronization of unit with the system shall be given 30 minutes in advance.

29. Billing

   (1) (distribution licensee) shall raise the bills at the end of the month for the use of distribution system for wheeling of Open Access Power, as also for regular and standby supply. The bills shall be for:

   a. Wheeling charges shall be payable on the basis of open access capacity contracted or open access capacity utilized whichever is higher.
   b. Cross-subsidy surcharge as determined by the Commission from time to time under OA Regulations.
   c. Additional surcharge as determined by the Commission from time to time under OA Regulation in case the consumer avails open access and receives electricity supply from a licensee other than distribution licensee of the area of supply.
   d. Regular supply as per tariff for supply of electricity determined by the Commission for the respective consumer category.
   e. Standby supply as per tariff for supply of electricity determined by the Commission for temporary supply for the respective consumer category, during the period of outage of generating unit effecting open access supply for the drawal days.
   f. Drawal of electricity in excess of sum of the contracted power under regular supply and standby supply shall be billed alongwith 29(1)(d) above.
   g. Reactive energy charges for open access supply at the rates specified by the CERC from time to time.
   h. The consumer shall be levied fixed charge based on the maximum demand recorded in the ABT meter as per tariff applicable from time to time. If the open access is allowed over and above the contract demand than the fixed charges shall be levied based on total demand recorded in ABT meter less open access demand scheduled in respect of demand allowed over and above the contract demand.

   (2) The Billing shall be made as per finalized energy accounts issued by SLDC, based on various parameters at 15 minutes interval, starting from 00.00 hours of the day, stored in ABT complaint meters and as specified by the Commission.

   However, pending finalization of energy accounts by SLDC, bills shall be issued by the distribution licensee based on provisional energy account.

   A soft copy of the provisional and final energy account shall be supplied on CD to Open Access Customer or Open Access Supplier on payment of Rs. 100 per CD to the Distribution Licensee. A soft copy of bills of provisional & final energy accounts shall be supplied to Open Access Customer along with the bills.

30. Payments:

   The Open Access Customer shall arrange the payments for the bills raised by the Distribution Licensee within the due date indicated on such bills. In the event of monthly bill[s] not paid in full within the period specified on the bills, the Open Access Customer shall pay the specified Late Payment Surcharge to the Distribution Licensee.

31. This agreement shall be governed by the terms & conditions of supply of the Distribution Licensee except for the specific provisions made in this agreement as applicable to the respective part of the agreement.

32. Unscheduled Interchange Pricing:-

   For Long/Medium Term Open Access Customers:-

   Open access customer shall provide the injection schedule at the generator end and drawal schedule at the supply end to SLDC, RDPPC, supplier end Distribution Licensee and to the Consumer end Distribution Licensee before 10.00 AM of the day
preceding the day of scheduling. The Injection schedule shall have the Open Access Consumer and Supplier Identification. Where open access is provided to more than one open access consumer, supplier shall provide a break up of injection schedule as applicable to each open access consumer considering that the adjustment of energy in such case shall be as per Regulation 25.

The payment settlement for mismatch between the schedule and the actual (actual/ injected) in both intra-state and inter-State transactions by customers connected to transmission/distribution network of the State licensees shall be governed by the pricing mechanism as specified below:

(i) Any under-injection with respect to the schedule approved by the SLDC by an open access customer shall be settled at higher of the applicable deviation rates as notified in CERC Deviation Settlement Mechanism Regulations, 2014 amended from time to time or energy charge at the rate of Temporary Tariff applicable for HT (NOS) category as determined by the Commission from time to time;

(ii) Any over-injection upto 5% in a time block of 15 minutes and averaging upto 1% over a day with respect to the schedule approved by the SLDC by an open access customer shall be compensated at the deviation charge rate at frequency of 50 Hz or applicable deviation charge rate (as notified in CERC Deviation Settlement Mechanism Regulations 2014 amended from time to time) whichever is less;

(iii) Any underdrawl with respect to the schedule approved by the SLDC by an open access consumer shall not be compensated and this underdrawl shall be considered to be attributable to the consumer;

(iv) Any over drawl with respect to the schedule approved by the SLDC, by an open access customer who is also a consumer of Distribution Licensee of his area of supply, shall be considered as the drawal from Discom and the Open Access Consumer shall be required to pay charges for the excess capacity utilized computed in the manner specified in Regulation 26 for the entire month equal to the same percentage of the fixed and energy charges by which percentage the excess demand has actually been availed during the month on the rates specified in the tariff orders in force. However, the excess capacity utilized up to 5% of capacity allocation occurring to the extent of two time blocks of 15 minutes each during a month shall be exempted.

(v) In case of outage of supplier's generating station, the excess drawal at the drawal end beyond the permissible limit shall be considered as per provision of Open Access Regulations, 2016 and Procedure issued thereunder. However in case the consumer is having stand by supply agreement, the excess drawal beyond admissible contract demand up to stand by contract shall be considered under stand by supply and thereafter, demand of excess drawal shall be considered as excess of regular power supply. Accordingly in the event actual drawal is more than the sum of contract demands under regular supply and stand by supply, then the billing shall be made for full stand by supply contract demand as per the temporary tariff and balance towards regular supply contract. The excess capacity so utilized shall be billed as per regulation 21(v) of Open Access Regulations, 2016.

(vi) Any over drawl with respect to the schedule approved by the SLDC by an open access customer who is not a consumer of Distribution Licensee of his area of supply shall be settled at higher of the applicable deviation rates (as notified in CERC Deviation Settlement Mechanism Regulations 2014 amended from time to time) or energy charge at rate of Temporary Tariff applicable for HT (NOS) category as determined by the Commission from time to time;

33. Settlement of disputes

Disputes relating to open access arising under this agreement or under the provisions of Electricity Act, 2003 shall be got resolved as per Regulation 30 of the RERC (Terms & Conditions for Open Access) Regulations, 2016.

34. Any alteration in this agreement shall be effected only through a supplementary agreement.

35. The consumer has agreed to bear the stamp duty of this agreement.

In witness whereof, the parties have signed this agreement on the day, month and year first written above.

For and on behalf of
Distribution Licensee
In the presence of
1
2

For and on behalf of
Open Access Customer
In the presence of
1
2
Supplementary Agreement for Open Access to Transmission System

This Agreement made on this ___ day of ________ between the Rajasthan Rajya Vidyut Prasaran Nigam Limited [hereinafter called the RVPN] which expression shall include its successors in office and assigns of the one part and M/s. [name] [hereinafter called Open Access Customer] his heirs, executors, administrators, legal representatives, successors in business and assigns, of the other part.

Whereas Open Access Customer under category CPP/Trader/IPP and RVPN have entered into an agreement on _______ day of ______ for open access to transmission system of RVPN and/or distribution system of———-(distribution licensee) to the extent of---------MW from-------- (point of injection) to (point of drawal)......

Whereas the Open Access Customer has requested the RVPN to effect alteration in said open access from _____ to ______MW and RVPN after scrutiny, analyzing the application and carrying out required system studies and consulting the Distribution Licensee, has accepted the request of the Open Access Customer.

Whereas alteration in contracted capacity for open access has been accepted by Rajasthan Rajya Vidyut Prasaran Nigam Ltd. [hereinafter called RVPN].

Now therefore, in consideration of above, RVPN and Open Access Customer enter into this supplementary agreement as hereunder:

1. The Following documents constitute an integral part of this agreement. Terms & Conditions specified there in & not specifically specified in this agreement, shall be applicable for the open access supply.
   (i) Application for alteration in Long Term/Medium Term Open Access, submitted by the Open Access Customer.
   (ii) RVPN's letter approving alterations in capacity allocation for Long term/medium term open access

2. Open Access Customer & Distribution Licensee(s) shall execute separate agreements consequent to the alterations effected by this agreement.

3. The Open Access Customer shall deposit additional security in respect of enhancement in open access capacity to be worked-out as per the provision of agreement dated__________

4. For reduction in open access capacity the consumer shall deposit a compensation amount as per the provision of agreement dated __________

5. This agreement shall be effective from ----------- [specify date] or the date on which provision of above clauses are met with, whichever is later.

6. The agreement shall remain in force upto _______ in respect of aforesaid open access capacity.

7. All other terms & conditions of agreement dated-------------shall apply mutatis mutandis to this agreement.

8. The Open Access Customer has agreed to bear the stamp duty of this agreement.

In witness whereof, the parties have signed this agreement on the day, month and year first written above.

For and on behalf of
Transmission Licensee

For and on behalf of
Open access customer.

In the presence of

1.
2.

42
Supplementary Agreement for Open Access to Distribution System

This Agreement made on this ___ day of ________ between the ____________________________ (hereinafter called the Distribution Licensee) which expression shall, where the context so admits, include its successors in office and assigns) of the one part and M/s. ___________________________ (hereinafter called Open Access Customer) which expression where the context so admits, includes his heirs, executors, administrators, legal representatives, successors in business and assigns) of the other part.

Whereas Open Access Customer under large industrial/mixed load/non-domestic service and Distribution Licensee have entered into an agreement on ___________ day of ________ for regular HT supply of _____kW and _____kVA and stand by supply of _____kW and _____kVA to meet contingency outages of generating station effecting open access supply cum contract demand of _____kW and _____kVA.

Whereas the Open Access Customer has requested the RVPN to effect alteration in contracted capacity for open access supply from _____ to _____ kW and _____kVA and has requested Distribution Licensee for alteration in contract demand for regular supply from _____kW and _____kVA to _____kW and _____kVA and temporary supply from _____kW and _____kVA to _____kW and _____kVA to supply him with electrical energy at the consumer’s premises situated at ________________.

Whereas alteration in contracted capacity for open access has been accepted by Rajasthan Rajya Vidyut Prasaran Nigam Ltd. [hereinafter called RVPN] and supplementary agreement between RVPN and consumer has been executed on ________________.

Whereas Distribution Licensee has agreed to alteration in contract demand and abiding terms & condition herein after contained

NOW THEREFORE, IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

1. a. The Distribution Licensee shall affect upto maximum of _____kW of supply under open access [hereinafter referred as Open Access Contract Demand] and
   b. The distribution licensee shall effect supply to the consumer for industrial/mixed load/non-domestic purpose, at the premises referred to above upto maximum demand of _____kW and _____kVA [hereinafter referred as ‘regular supply contract demand’] and
   c. The Distribution Licensee shall supply at the premises referred to above standby supply upto the maximum demand of _____kW and _____kVA [hereinafter referred as standby supply contract demand].

2. The Open Access Customer shall deposit additional security in respect of enhancement in open access/regular/standby supply contract demand, worked-out as per the provision of agreement dated ________________.

3. For reduction in contraction demand, the consumer shall deposit liquidated damages, as per provisions of agreement dated ________________.

4. Distribution Licensee shall effect changes in equipment/metering system within 30 days as per agreement.

5. The agreement shall be effective from ___________ [specify date] or the date on which provision of above clauses are______________, which ever is later.
6. The agreement shall remain in force up to ______ in respect of open access supply and for a period of one year in the first instance for regular and standby supply commencing from the date the agreement become effective and thereafter extended on annual basis up to ____________________.

7. Either party shall be at liberty to terminate this agreement or get his contract demand reduced by giving one month's notice in writing subject to completion of initial period of one year including notice period. The consumer may get his contract demand reduced on the day of notice if he pays the month's minimum billing amount.

8. All other terms & conditions of agreement dated------------------ shall apply mutatis mutandis to this agreement.

9. The consumer has agreed to bear the stamp duty of this agreement.

In witness whereof, the parties have signed this agreement on the day, month and year first written above.

For and on behalf of

Distribution Licensee

In the presence of

1.

For and on behalf of

Open Access Customer

In the presence of

1.

2.
**Annexure-6**

**Format for applying for No Objection Certificate (NOC) from Distribution Licensee**

**Address of Concerned Distribution Licensee**

**Category of Open Access**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant applying for Open Access</td>
</tr>
<tr>
<td>2</td>
<td>Address for correspondence</td>
</tr>
<tr>
<td>3</td>
<td>Category of Open Access</td>
</tr>
<tr>
<td>4</td>
<td>Name of Sub-division, Division, Circle</td>
</tr>
<tr>
<td>5</td>
<td>Sanctioned Contract Demand (MVA) &amp; A/C No.</td>
</tr>
<tr>
<td>6</td>
<td>Supply Voltage (KV)</td>
</tr>
<tr>
<td>7</td>
<td>Name of 132, 33 or 11 KV feeder</td>
</tr>
<tr>
<td>8</td>
<td>Name of 132/33/11 KV S/S</td>
</tr>
<tr>
<td>9</td>
<td>Whether connected on independent feeder / common feeder</td>
</tr>
<tr>
<td>10</td>
<td>Authorised Contact Person</td>
</tr>
<tr>
<td></td>
<td>i) Name</td>
</tr>
<tr>
<td></td>
<td>ii) Designation</td>
</tr>
<tr>
<td></td>
<td>iii) Phone No.</td>
</tr>
<tr>
<td></td>
<td>Iv) Mobile No.</td>
</tr>
<tr>
<td></td>
<td>v) Fax No.</td>
</tr>
<tr>
<td></td>
<td>vi) e-mail</td>
</tr>
<tr>
<td>11</td>
<td>Authorised Person for Scheduling</td>
</tr>
<tr>
<td></td>
<td>i) Name</td>
</tr>
<tr>
<td></td>
<td>ii) Designation</td>
</tr>
<tr>
<td></td>
<td>iii) Phone No.</td>
</tr>
<tr>
<td></td>
<td>Iv) Mobile No.</td>
</tr>
<tr>
<td></td>
<td>v) Fax No.</td>
</tr>
<tr>
<td></td>
<td>vi) e-mail</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
</tbody>
</table>
| 12.     | Open Access Period Required  
  i) From Date  
  ii) to Date  
  iii) Period |
| 13.     | Details of ABT Meters and CP/PT set Installed / to be installed |
| 14.     | Details at injection point in intra-state transmission system  
  (i) Name of injecting utility/party/generating station  
  (ii) Voltage Level  
  (iii) Point of injection (name of EHV Station of RVPN)  
  (iv) If power is injected at other than EHV GSS of RVPN, name and owner of S/S  
  (v) Single Line Diagram at Injecting Point |
| 15.     | Details at point of drawal from intra-state transmission system  
  (i) Name of utility/party/generating station  
  (ii) Voltage Level  
  (iii) Point of drawal (name of EHV Station of RVPN)  
  (iv) If power is drawn at other than EHV GSS of RVPN, name and owner of S/S  
  (v) Single Line Diagram at drawal Point |
| 15.     | In case of Inter-State Open Access furnish details  
  (i) Name of injecting utility/party/generating station  
  (ii) Voltage Level  
  (iii) Point of injection (name of EHV Station where power is to be injected in inter-state Transmission system  
  (iv) Single Line Diagram at Injecting Point |
| 16.     | Details at injection point in distribution system  
  (i) Name of Discom in whose distribution system power to be injected  
  (ii) Voltage Level |
| (iii) Point of injection (name of Distribution Sub-Station of Discom) |  |
| (iv) If power is injected at other than Discom's sub-station name and owner of S/S. |  |
| (v) Single Line Diagram at Injection Point in Distribution system |  |

| 17. Details at point of drawal in distribution system |  |
| (i) Name of Discom in whose distribution system power to be drawn |  |
| (ii) Voltage Level |  |
| (iii) Point of drawal (name of SubStation of Discom) |  |
| (iv) If power is drawn at other than Discom's sub-station name and owner of sub-station. |  |
| (v) Single Line Diagram at drawal Point in Distribution |  |

It is hereby certified that the applicant unequivocally confirms to comply with the terms and conditions and has fully understood the guidelines issued by RVPN for open access.

Authorized Signatory

---

| 47 |
Annexure-7

No Objection Certificate (NOC) from Distribution Licensee

Name and address of Distribution licensee

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Application No.:</td>
<td>Date</td>
</tr>
<tr>
<td>2</td>
<td>Applicant Name:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Applicant detail:</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Buyer/Seller Details</td>
<td>Injecting Entity</td>
</tr>
<tr>
<td></td>
<td>Name of Entity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Entity in which connected</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>NOC requested from Distribution Licensee</td>
<td>Date From To Hours From To MW</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>NOC accorded by Distribution Licensee</td>
<td>Date From To Hours From To MW</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reasons for curtailed NOC or refusal:

Signature (With Stamp)
Name & Designation
ANNEXURE-8

AFFIDAVIT FOR DEEMED NO OBJECTION OF DISTRIBUTION LICENSEE

I, ........<<name of the person>>........ son of Shri ..........<<father's name>>........ aged........<<age>>........ Years and presently working with the ........<< name of the Company/Trading Licensee/organization>>........ having its registered office situated at ........<< address>>................., do hereby solemnly affirm and state as under:

1. THAT I am working as ........<<designation>>........ with the ........<< name of the company>>........, am duly authorized to make this affidavit.

2. THAT I had made an [Application OR Application after removal of deficiency or rectification of defects, as communicated by the Discom] (as the case may be) to ........Discom for seeking ["no objection certificate"] (as the case may be) for grant of inter-State/inter-State STOA/MTOA in accordance with the format specified by the RVPN, on ........<< date of submission of application to Discom>>........ A copy of the acknowledgement (or any other evidence in support of delivery of the application to the Discom), given by the Discom is enclosed along with this Affidavit.

3. THAT the Discom has failed to convey any deficiency or defect in the application or its refusal or concurrence or ‘no objection certificate’ as the case may be, within the specified time i.e.; ........<< Date by which discom is to respond>>........

4. THAT the necessary infrastructure for time-block-wise energy metering and accounting in accordance with the provisions of the RERC (Metering) Regulations, 2007 & REGC in force is in place; and details are enclosed along with the affidavit. It is also understood that the Discom is responsible for the scheduling and energy accounting and SLDC shall not be responsible in any manner in this regard.

5. THAT I shall keep the SLDC indemnified at all times and shall undertake to indemnify, defend and keep the SLDC harmless from any and all damages, losses, claims and actions arising out of disputes relating to scheduling, metering, billing, energy accounting, settlement, etc. due to such open access transaction.

DEPONENT

Verification:

Verified at ........<< place>>........ on this ............ day of ........<<month>>........ ......<<Year>>........ that the facts stated in the above affidavit are true & correct to my knowledge and no part of it is false and nothing intended has been concealed therefrom.

DEPONENT

49
APPLICATION FOR GRANT OF SHORT TERM OPEN ACCESS

To: STATE LOAD DESPATCH CENTRE, RAJASTHAN

Transaction Type: Advance/Limited Period

<table>
<thead>
<tr>
<th>Inter State/Intra State</th>
<th>For Month (in case of Advance)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Application No:                   Date

2. Applicant Name                    Registration Code

3. Request for Open Access

<table>
<thead>
<tr>
<th>DATE</th>
<th>Hours</th>
<th>MW</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td></td>
</tr>
</tbody>
</table>

4. Buyer/Seller Details

<table>
<thead>
<tr>
<th>Injecting Entity</th>
<th>Drawee Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Entity</th>
<th>Entity in which it is embedded</th>
<th>Point of Connection</th>
</tr>
</thead>
</table>

5. Details of other open access approved/applied if any during the period for which this open access is applied

<table>
<thead>
<tr>
<th>Intra State</th>
<th>Inter State</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTOA</td>
<td>STOA</td>
</tr>
<tr>
<td>MTOA</td>
<td>STOA</td>
</tr>
</tbody>
</table>

6. Payment details of Non-Refundable Application Fee (Rs. 5000/-)

7. Declaration: The provisions of the Electricity Act 2003, REGC, RERC regulations & STU Procedures with respect to bilateral transactions in intra state transmission as amended from time to time are hereby understood and would be binding.

<table>
<thead>
<tr>
<th>Date:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place:</td>
<td>Designation:</td>
</tr>
</tbody>
</table>

7. Signature (With Stamp)

8. For use of Nodal SLDC

<table>
<thead>
<tr>
<th>Approval No.: (If approved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Or reason of refusal:(If refused)</td>
</tr>
</tbody>
</table>
REGISTRATION FORM
FOR SHORT TERM OPEN ACCESS APPLICANT

To: SLDC

Registration code (if already registered)

1. Name of Applicant:

2. Address for correspondence

3. Status of Applicant (Trader/Authorised agency/ISGS/IPPP/CPP/Others (Pl. specify))

4. Contact Details

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone (Off)</td>
<td>(Res)</td>
</tr>
<tr>
<td>Mobile</td>
<td>Fax</td>
</tr>
<tr>
<td>E-Mail</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone (Off)</td>
<td>(Res)</td>
</tr>
<tr>
<td>Mobile</td>
<td>Fax</td>
</tr>
<tr>
<td>E-Mail</td>
<td></td>
</tr>
</tbody>
</table>

5. Trading license number and type (if trader)

6. Concerned Discom (if applicable)

7. Connectivity details to the grid (if Applicant is a CPP/IPPP/etc.) - to be enclosed. (Details of boundary meters shall also be furnished in such cases)

8. Declaration

   We shall abide by the provisions of the Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2016 and provisions contained in Electricity Act 2003 & REGC & their amendments from time to time and Procedure issued by VPN.

Signature

Date:
Name: Place:
Designation:
We hereby confirm to agree and abide by the following terms and conditions of open access for intra-state transmission system in Rajasthan grid.

(1) I/ We shall abide by the provisions of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2016 and the Procedure for Open Access issued by RVPN.

(2) I/ We agree that the allotment priority to us for Short Term Open Access shall be as per Regulation 8 of RERC (Terms & Conditions of Open Access) Regulations, 2016.

(3) I/ We agree for curtailment policy as per RERC Regulations.

(4) I/ We shall comply with the provisions of Rajasthan Grid Code in force from time to time.

(5) I/ We agree for payment of the transmission charges, wheeling charges and other charges applicable for availing open access as per RERC (Terms and Conditions for Open Access) Regulations, 2016.

(6) I/ We agree for the payment for the reactive energy charges in accordance with the scheme applicable to generators and consumers for reactive energy input and drawal as may be determined by the Commission from time to time.

(7) I/ We agree for the payment for un-schedule interchange and mismatch between the schedule and the actual drawal as per Regulation 21 of RERC (Terms & Conditions of Open Access) Regulations, 2016.

(8) I/ We agree for payment of scheduling and system operation charges to the SLDC as determined by the Commission from time to time.

(9) I/ We confirm that the Energy losses of transmission and/or distribution shall be borne by us in proportion of the energy drawal as per the provisions of RERC (Terms & Conditions of Open Access) Regulations, 2016.

(10) I/ We agree that SLDC reserves the right to amend the above terms and conditions within the Regulatory frame work.
(11) I/We agree to rostering restrictions including power cut imposed by the licensee.

(12) I/We hereby confirm that I/We have not been declared insolvent or bankrupt and we are not having any outstanding dues against us for more than 2 months billing of Transmission or Distribution Licensee.

Authorised Signatory of Short-Term Open Access Customer

Name:
Designation:
Seal:

Place:
Date:
# ACCEPTANCE OF SHORT TERM OPEN ACCESS AND SCHEDULE OF PAYMENT

**Type of Open Access:** Open Access in Advance/ Limited Period Open Access

<table>
<thead>
<tr>
<th>Acceptance No.</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Code:</td>
<td></td>
</tr>
</tbody>
</table>

**1 Name of applicant**

**2 Name of Injecting Entity**

**3 Name of Drawee Entity**

**4 Open Access Requested:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
</tr>
</tbody>
</table>

**5 Open Access Approval:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
</tr>
</tbody>
</table>

**6 Bidding Details**

<table>
<thead>
<tr>
<th>Transmission System</th>
<th>From(Date)</th>
<th>To(Date)</th>
<th>From(Hrs)</th>
<th>To (Hrs)</th>
<th>Applicable Bid Rate</th>
</tr>
</thead>
</table>

**7 Payment Schedule**

<table>
<thead>
<tr>
<th>Payment Due Date:</th>
<th>a) Transmission Charges to be paid to RVPN</th>
<th>Rate (Rs/MWh)</th>
<th>MWh</th>
<th>Total(Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Intra-state</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b) Other Charges</th>
<th>Rate (Rs/MWh)</th>
<th>Total(Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Cross Subsidy Surcharge</td>
<td>AVVNL/JVNNL/JVNL</td>
<td></td>
</tr>
<tr>
<td>ii) Additional Surcharge (if any)</td>
<td>AVVNL/JVNNL/JVNL</td>
<td></td>
</tr>
<tr>
<td>iii) Wheeling Charges</td>
<td>AVVNL/JVNNL/JVNL</td>
<td></td>
</tr>
</tbody>
</table>

**Total of (b) (i+ii+iii)**

<table>
<thead>
<tr>
<th>c) Operating Charges</th>
<th>Rate (Rs/Day)</th>
<th>Number of days</th>
<th>Total(Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLDC</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of (c)**

**Grand Total (a+b+c)**

8 A curtailed approval is being granted on account of ..................................................

9 This approval is subject to provisions of RERC (Terms and Conditions for Open Access) Regulations, 2016 and procedure issued there under.

To

*<Applicant>*

---

**Signature:**

Name & Designation

Date
CONGESTION INFORMATION FOR OPEN ACCESS IN ADVANCE

(to be sent by SLDC to Applicants)

Ref. No. : Date :

To,

M/S ______________________ (Applicant) Registration Code: ________________

Ref. : <Application No. & Date> :

Dear Sir,

With reference to your application for “Open Access in Advance”, the anticipated congestion is as follows:

<table>
<thead>
<tr>
<th>Transmission Corridor</th>
<th>Congestion Period</th>
<th>Margin Available original route (MW)</th>
<th>Total open access applied by all the applicants (MW)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DATE From</td>
<td>To</td>
<td>Hours From</td>
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</table>

In view of the above, if you wish to revise your request downward, please send your revised request latest by ___11.00 Hrs. of Date__________. In case no reply is received by the specified time, your application shall be processed as per “Open Access in Advance” sought in the original application.

(Signature)

PLACE: ______________________

DATE: ______________________

Name: ______________________

Designation: ______________________

Note: Margin available as shown through alternate route is for all the applicants/DISCOMs.
"OPEN ACCESS IN ADVANCE" - REQUEST FOR REVISON DUE TO CONGESTION

(to be sent by Applicant to SLDC)

Ref. No. :

To,

SLDC

Registration Code:

Date:

Ref. No. & Date:

Dear Sir,

With reference to your letter no. Dated w.r.t above application, I do hereby confirm that (Strikeout or delete the clauses which are not applicable)

i) I would like to avail the Open Access in Advance only for the duration when no congestion is anticipated in the corridor or I do not want to reduce the applied power during the congestion period.

ii) I would like to revise the request for the Open Access in Advance from

_______MW (in original application) to _______MW during the congestion period.

<table>
<thead>
<tr>
<th>Transmission</th>
<th>Congestion Period</th>
<th>Applied (MW)</th>
<th>Revised Schedule on original route (MW)</th>
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<td>HOURS</td>
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PLACE:

DATE:

(Signature)

Name:

Designation:

56
OPEN ACCESS DETAILS OF PAYMENT
(to be submitted by the applicant)

Name of Applicant: 
Registration Code: 

Ref. No.: 

Payment for the period: From (date) ——— To ———

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Approval No. &amp; Date</th>
<th>Application No. &amp; Date</th>
<th>Payment Due</th>
<th>Payment Due</th>
<th>Amount Paid</th>
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</thead>
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TOTAL PAYMENT (Rs.)

1. Details of Bank Draft / NEFT:
   a. Name of Bank with address: ———
   b. Draft No. & Date: ———
   c. For Amount Rs. ——— in favour of "Sr. Accounts Officer (SLDC), RVPN" payable at Jaipur
   d. In case payment is through ECS, details: ———

PLACE: ———
DATE: ———

Signature: 
Name: 
Designation: 

Annexure-