

Rajasthan Rajya Vidyut Prasaran Nigam Limited

(State Transmission Utility)

Vidyut Bhawan, Janpath, Jaipur-302005

Procedure
for
Long Term Open Access

(Pursuant to Clause 10 of Rajasthan Electricity Regulatory Commission
(Terms and Conditions for Open Access) Regulations, 2004)

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Rajasthan Rajya Vidyut Prasaran Nigam Limited

GUIDELINES FOR CUSTOMERS APPLYING LONG TERM OPEN ACCESS

Pursuant to Clause 10 of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004

- (1) The application for availing “Long Term Open Access” shall be made to RVPN (State Transmission Utility), in the prescribed format as at Annexure-1. alongwith confirmation of acceptance of terms and conditions as given at the Annexure-2.
- (2) The applicant shall also submit a copy of the application to the distribution licensee from which supply is availed by him.
- (3) The application should be addressed to

Director (P & R),
Rajasthan Rajya Vidut Prasaran Nigam Limited,
Vidyut Bhawan, Janpath,
Jaipur – 302 005

Tel: 0141 - 2740827
Fax: 0141 – 2740794
E-mail ppmrvpn@sancharnet.in

- (4) Following shall be enclosed with the application

Non-refundable application fees through demand draft of Rs. 50,000/- (Rs. Fifty thousand only) payable at Jaipur drawn in favour of Sr. Accounts Officer(EA&Cash) RRVPN Ltd., Jaipur

MOU/Agreements in case the open access is desired for transfer of surplus power, clearly stating the details of allocation of power from each generator/beneficiary, daily period of transaction, point of injection and point of drawl etc.

In case open access is desired for power generated from a generation station not connected with the Grid, then the technical details indicated in the application should be furnished.

Confirmation of acceptance of terms and conditions and procedure for long term open access.

- (5) Application shall be complete in all respect. The applicant shall furnish any incomplete information and / or additional information within 10 days failing which the application shall liable for rejection.
- (6) Date of receipt of application in the Office of the Director (P&R), RVPN shall be considered as the date of application.
- (7) The long-term open access application shall be considered only for period of 5 years or more.

Rajasthan Rajya Vidyut Prasarn Nigam Limited
(State Transmission Utility)

APPLICATION FORM FOR GRANT OF LONG TERM OPEN ACCESS

(To be submitted by Long Term Open Access Customer)

1	Name of the Applicant applying for Long Term Open Access	
2	Address for correspondence	
3	Authorised Contact Person (i) Name (ii) Designation (iii)Phone Numbers (iv)Fax (v) E-Mail	
4	Authorised Person for scheduling (i) Name (ii) Designation (iii)Phone Numbers (iv)Fax (v) E-Mail	
5	Open Access Period Required (i) From date (ii) To Date (iii)Period	

6	<p>Details of power transfer requirement</p> <ul style="list-style-type: none"> i. Quantum of power to be transmitted (MW) ii. Peak load to be transferred (MW) iii. Average load to be transferred (MW) 	
7	<p>Details at injection point in intra-state transmission system</p> <ul style="list-style-type: none"> (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 RVPN EHV GSS of RVPN, name and owner of S/S for O&M (v) Single line diagram at Injecting Point 	
8	<p>Details at point of drawal from intra-state transmission system</p> <ul style="list-style-type: none"> (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 RVPN EHV GSS of RVPN, name and owner of S/S for O&M (v) Single line diagram at drawal Point 	
9	<p>In case of Inter-State Open Access furnish details</p> <ul style="list-style-type: none"> (i) Name of injecting utility/party/generating station (ii) Voltage Level (iii) Point of injection (name of EHV Station where power is injected in inter-state Transmission system) (iv) Furnish CTU/RLDC approval for inter-state open access 	

	(v) Single Line Diagram at Injecting Point	
10	<p>Details at injection point in distribution system</p> <p>(i) Name of Discom in whose distribution system power to be injected</p> <p>(ii) Voltage Level</p> <p>(iii) Point of injection (name of Distribution Sub-Station of Discom)</p> <p>(iv) If power is injected at other than Discom's sub-station name and owner of S/S.</p> <p>(v) Single line diagram at Injecting Point in Distribution system</p>	
11	<p>Details at point of drawal in distribution system</p> <p>(i) Name of Discom in whose distribution system power to be drawn</p> <p>(ii) Voltage Level</p> <p>(iii) Point of drawal (name of Distribution Sub-Station of Discom)</p> <p>(iv) If power is drawn at other than Discom's sub-station name and owner of S/S.</p> <p>(v) Single Line Diagram at drawal Point in Distribution</p>	
12	<p>Details of Agreement and MOU</p> <p>(i) For Power to be injected</p> <p>(ii) For power to be Drawn</p> <p>(iii) For Balancing and Mismatch power requirement</p> <p>(iv) For Inter-State Transmission Open Access if involved</p> <p>(v) Agreement with traders if any in above transaction</p>	
13	<p>In case of injection through Generating Station not connected to Grid, furnish details</p> <p>i. Name of the promoter</p> <p>ii. Generation Capacity</p>	

	<ul style="list-style-type: none"> 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 – Run of the river /Reservoir/ Multipurpose / Pump storage ix. MU generation in an year in case of Hydro plant x. Specify the step-up generation Voltage – 400kV or 220kV or any other voltage xi. In case of Hydro Station, whether it is a identified project of CEA xii. Is it a captive Power Plant (Yes/No) If Yes, details of utilization xiii. Status of the Project: Existing/ Extension of existing Project/ New project 	
14	<p>Bank Draft for Application Processing Fee</p> <ul style="list-style-type: none"> (i) Name of Bank (ii) Draft No. & Date (iii) Amount (iv) Payable at Bank 	

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

Authorized Signatory
Long Term Open Access Customer

Name: _____

Designation:

Seal:

Place :

Date :

Rajasthan Rajya Vidyut Prasaran Nigam Limited

Terms and Conditions for Long term Open Access

(Pursuance to Clause 10 of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004)

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) We shall abide the Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004.
- (2) We accept to the results of the system studies carried out by RVPN taking into consideration the load generation scenario in the time frame of open access to ascertain whether the long-term open access can be permitted with/without any additional system strengthening.
- (3) We shall convey our acceptance within 30 days of date of issue of approval by RVPN and execute the the Open Access Agreement within 30 days from date of intimation of open access, failing which RVPN has right to cancel the approval without any further notice.
- (4) We agree to deposit an advance payment of Rs. 50,000 (Rs. Fifty Thousands) within 30 days of receipt of intimation from RVPN towards carrying out such additional system studies, as may be required which in the opinion of RVPN required to be conducted to for identification of additional transmission/distribution elements and system strengthening..
- (5) We agree to furnish the requisite data/information for the system studies and such additional information as may be required by RVPN.
- (6) We agree that the system studies may required to be revalidated before actual implementation of the system.
- (7) We confirm and agree to reimburse the actual expenditure limited to Rs. 50,000/- incurred by the RVPN for system strengthening studies.
- (8) We confirm that in the event we fail to give such confirmation or make necessary arrangements for implementation of identified transmission/distribution elements including signing of required agreements within the stipulated time, the studies shall be treated as null & void and we shall make fresh application for the system studies which inter-alia would take into considerations development that has take place in the intervening period.
- (9) We confirm that, the long term open access shall be effective from the date from which the open access has been permitted or the date on which the system strengthening identified through studies is in place, which ever is later, provided the agreements have been executed with RVPN/ Distribution Licensee and others.
- (10) We shall comply with the provisions of Rajasthan Grid Code in force from time to time.
- (11) We shall indemnify RVPN for any loss or damage arising as a consequence out of the study conducted by them.

- (12) We shall not transfer rights & obligation specified in the agreements without the prior approval by RERC and shall be subject to payment of compensation, as determined by the commission.
- (13) We agree for payment of the transmission and distribution wheeling charges as determined by RERC and also agree to pay other charges applicable for availing open access as per RERC (Terms and Conditions for Open Access) Regulations 2004.
- (14) We agree for the payment for the reactive energy charges in accordance with the scheme applicable to generators and consumers for reactive charge input and drawal respectively as may be determined by the Commission from time to time.
- (15) We agree for the payment for un-schedule interchange and mismatch between the schedule and the actual drawal as per the pricing mechanism specified by the Commission for the State from time to time.
- (16) We agree for payment of scheduling and system operation charges to the SLDC as determined by the Commission.
- (17) We confirm that the Energy losses on account of use of the transmission and/ or distribution system shall be borne by us in proportion of the energy drawal by us based on the actual losses during previous year in the transmission and distribution system for the connected open access voltage level.
- (18) We confirm that we shall maintain with RVPN a security deposit amount equivalent to 3 months amount of the average billing on the basis of agreed contract demand or scheduled drawal towards transmission charges.
- (19) We confirm that we shall maintain with SLDC a security deposit of amount equivalent to 3 months of the average billing towards State Load Dispatch Centre charges.
- (20) We confirm that we shall maintain with Distribution Licensee an amount equivalent to 3 months of the average billing towards wheeling charges, surcharge and additional surcharge towards security deposit.
- (21) We confirm that the security deposits required to maintained by us at serial number 18, 19 and 20 shall be furnished by us either in Cash or we shall maintain Letter of Credit(s) for the amount at the time of Agreement but in any case before connecting into system.
- (22) We confirm to agree all other commercial terms and conditions such as, terms of payment, creditworthiness, indemnification, and force Majeure etc as may be specified by RVPN from time to time for open access customers.
- (23) We agree that STU reserves their right to amend the above terms and conditions within the Regulatory framework.

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Authorised Signatory of Long-Term Open Access Customer

Name :

Designation:

Seal :

Place :

Date :

On Letter Head of open Access Customer

Ref. No.

Date :

The Director (P & R)

Rajasthan Rajya Vidut Prasaran Nigam Limited,

Vidyut Bhawan, Janpath,

Jaipur Rajasthan – 302 005

Subject: Application for long-term intrastate open access.

Sir,

We wish to avail long-term intrastate open access under Rajasthan Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2004 and submit herewith the following:

1. Application Form duly filled in
2. Demand draft no. _____ drawn on _____ (Bank & Branch) for Rs. 50,000/- payable to Sr. Accounts Officer() RRVPN Ltd, Jaipur
3. Confirmation of acceptance of the RVPN terms and conditions for Long Term Open Access

It is requested that the enclosed application may be processed at your end.

Thanking you,

Yours faithfully,

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Authorised Signatory of Long-Term Open Access Customer

Name :

Designation :

Seal :

Copy to:

Managing Director, ----- Vidyut Vitran Nigam Limited, ----- alongwith copy of 1,2 & 3 mentioned above

Authorised Signatory of Long-Term Open Access Customer

The Chief Engineer (PPM&R), RVPN, Jaipur is authorised signatory on behalf of RVPN and the Discom. You are requested to kindly contact him at the following address for further needful in the matter.

The Chief Engineer (PPM&R),
Rajasthan Rajya Vidyut Prasaran Nigam Limited,
Vidyut Bhawan, Janpath,
Jaipur-302005

Tel: 0141-2740623

Fax No. 0141-2740794

E-mail: ppmrvpn@sancharnet.in

Kindly note that if you fail to execute the agreement within 30 days of receipt of this consent letter our offer shall deemed to have declined by you.

Thanking you,

Yours faithfully,

Director (P&R)

Rajasthan Rajya Vidyut Prasaran Nigam Limited,

Copy to following for information & necessary action:

1. The Managing Director , ---VVNL, Jaipur/Ajmer/Jodhpur
2. The Chief Engineer (T&C) RVPN, Jaipur
3. The Chief Engineer (PPM&R) RVPN, Jaipur
4. The Chief Engineer (LD) RVPN, Jaipur
5. The Superintending Engineer (SOLD) RVPN, Jaipur
6. The Sr. Accounts Officer (), RRVPNL, Jaipur

LONG TERM OPEN ACCESS CONNECTION AGREEMENT

between

Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jaipur

and

(Name of Long Term Open Access Customer)

This Agreement for Long Term Open Access of State Transmission System (the "Agreement") is made the ----- 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).

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 as detailed at schedule-1 under the Rajasthan Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulations, 2004 and furnished required documents including copy of MOU/Agreements for power injection/drawal including balancing power and have deposited an application processing fee of Rs. 50,000/- (Rupees Fifty Thousands only).

AND WHEREAS

RVPN after scrutiny and analysing the application and carrying out required system studies for ascertaining the capacity and facilities available open access decided to allow the open access on the following terms & conditions:

- (a) -----
- (b) -----
- (c) -----
- (d) -----.

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

Following constitutes the integral part of this agreement

- (i) Application for grant of long-term open access submitted by Open Access Customer.
- (ii) Confirmation for abiding and complying with the Terms and Conditions for availing long- term open access.
- (iii) RVPN Letter allocating the Long Term Open access Capacity subject to conditions mentioned therein.

Terms and Conditions Governing Agreement for Open Access

The Long Term Open Access is allowed as per provisions of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004. 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, 2004.

Charges for open access

- (1) The Open Access Customer agree to pay the transmission charges for use of the Transmission System and wheeling charges for use of the distribution system of a distribution licensee as the case may be as specified by the Commission from time to time.
- (2) Transmission charges for transmission system and/or wheeling charges for a distribution system, as the case may be, constructed for exclusive use of the open access customer shall be as determined by the RVPN and -----Discom for respective year based on tariff norms specified by the Commission in the regulations for determination of tariff.
- (3) Entire charges for dedicated transmission system and/or a distribution system as the case may be shall be borne by the open access customer till recovery of entire charges for the dedicated system upto such time the surplus capacity is used by other persons or other purpose
- (4) The inter-state open access customers using intra-state transmission system or distribution system of Distribution Licensee in conjunction with inter-state transmission open access shall pay the transmission charges and/or wheeling charges for use of intra-state system in addition to payment of transmission charges for inter-state transmission.
- (5) Besides the Transmission charges and/or wheeling charges for use of the RVPN Transmission System and/ or the distribution system of -----Discom as the case may be, the Open Access Consumer agrees to make the payment of following other charges in

accordance with Rajasthan Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulations, 2004:

- a. Reactive energy charges in accordance with the scheme applicable to generators and consumers for reactive charge input and drawal respectively as may be determined by the Commission from time to time.
- b. Payment of un-schedule interchange and mismatch not exceeding 5% of the contracted open access power between the schedule and the actual drawal as per the pricing mechanism specified by the Commission for the State from time to time.
- c. Payment for balance power requirement exceeding 5% of the contracted open access power between the schedule and the actual drawal shall be arranged by the Open Access Customer directly under a separate Agreement entered between the Open Access Customer and any Distribution Licensee/Trader or Generating Company.
- d. Payment of scheduling and system operation charges to the SLDC as determined by the Commission from time to time.

Surcharge

- (1) In addition to transmission charges and/or wheeling charges as the case may be a consumer availing open access of the RVPN transmission system and/or distribution system shall pay to the Distribution Licensee to which he is connected, a surcharge as determined by the Commission from time to time.
- (2) The Open Access Consumers availing exclusively the inter-state transmission system shall also pay the same amount of surcharge as determined by the Commission for intra-state transmission system/distribution system.

Additional Surcharge

A consumer availing open access and receiving supply of electricity from a person other than the distribution licensee of his area of supply shall pay to the distribution licensee to which he was originally connected an additional surcharge to meet the fixed cost of such distribution licensee arising out of his obligation to supply in terms of RERC (Terms & Condition of Open Access) Regulations, 2004.

Non-Utilisation of Open Access Capacity

- (1) The Open Access Customer may surrender the capacity allotted to him by serving a notice of 30 days to RVPN and State Load Despatch Centre, if he is unable or not in position to utilize the full or substantial part of the capacity allotted to him.
- (2) The Open Access Customer shall make payment for un-utilized contracted open access capacity as determined by RVPN from time to time based on Regulations for Tariff determination prescribed by the Commission.
- (3) The Open Access Customer shall also pay the Scheduling and System Operation and Load Despatch charges for un-utilized contracted open access capacity surrendered by him for the remaining period of allocation.

- (4) However when the Open access Consumer surrenders the full or substantial part of the capacity and RVPN accepts such reduction or cancellation in the Open Access Capacity and allots such released surrendered capacity to another Open Access Customer, the charges recoverable from outgoing Open Access Customer shall be reduced for the revised capacity only.

Metering

- (1) Meters at point of injunction and drawal and at such other points specified by the Commission based on voltage, point and period of supply and tariff category as per latest amended Metering Code for Rajasthan Grid (Grid Code part-III) in transmission system and as per Metering Code of distribution licensees at inter-connection point with Distribution System shall be provided by the Open Access Customer at his own cost.
- (2) Both the parties agree that provisions relating to metering, joint meter reading, sealing and settlement etc shall be governed by RERC (Terms & Condition of Open Access) Regulations, 2004 and Metering Code for Rajasthan Grid and Distribution Metering Code of concerned Discom.

Energy losses

The energy losses in the transmission system and distribution system shall be borne by the Open Access Customer in proportion of the energy drawal based on the actual losses during previous year in the transmission and distribution system for the connected open access voltage level.

The monthly state energy account prepared and issued by the State Load Despatch Centre shall be binding on both parties.

Security Deposits

- (1) Security deposit amount equivalent to 3 months amount of the average billing towards transmission charges on the allocated open access capacity shall be maintained by Open access Customer with RVPN.
- (2) Open Access Customer shall furnish a security deposit of amount equivalent to 3 months of the average billing towards State Load Dispatch Centre charges and Scheduling Charges to SLDC.
- (3) A security deposit of amount equivalent to 3 months of the average billing towards wheeling charges on Distribution System for Open Access shall be furnished by Open Access Customer to concerned Discom..
- (4) The Open Access Customer shall furnish security deposits either in Cash or Letter of Credit(s) for the above estimated average billing amount at the time of Agreement but in any case before connecting into system.

Compliance of Grid Code and Distribution Code

All the parties agree to comply with the provisions of Rajasthan Grid Code, Distribution Code in force from time to time for use of Distribution System of Distribution Licensee including the Connection Conditions mentioned therein.

Transmission Performance Standards

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

Unforeseen Circumstances

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

Scheduling by SLDC

The Open Access Customer shall abide the SLDC schedule and shall comply with all directions issued by SLDC.

Term of Agreement

Subject to provisions of clause 5 the open access allowed shall be remain valid upto ----- In witness whereof the parties have signed this agreement on the day, month and year first written above.

For and on behalf of

For and on behalf of

Long Term Open Access Customer

Rajasthan Rajya Vidyut Prasaran Nigam
Limited

In the presence of

In the presence of

1

1

2

2