

# **Procedure for Grant of Green Energy Open Access**

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## **PROCEDURE FOR GRANT OF GREEN ENERGY OPEN ACCESS**

### **1. OUTLINE**

- 1.1 This Procedure is in accordance with the various provisions of the “Ministry of Power Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2022 and Subsequent to Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2023.
- 1.2 This Procedure is in accordance with the various provisions of the “Grid Controller of India Limited (NLDC) Procedure for Grant of Green Energy Open Access”, dated 08.07.2024, hereinafter referred to as “NLDC Procedure”.
- 1.3 This Procedure is in accordance with clause 6(iii) of “Rajasthan Electricity Regulatory Commission (Terms and Conditions for GreenEnergy Open Access) Regulations, 2025” hereinafter referred to as “the Regulations”. This procedure is to be read in conjunction with these Regulations.
- 1.4 This Procedure shall apply to the Registration and applications made for Green Energy Long/Medium/Short Term Open Access(LTOA/MTOA/STOA) for use of intra-State transmission system/s (InSTS) and distribution system/s of licensees in the state, received by the State Transmission Utility (STU) or State Load Dispatch Centre (SLDC) on or after the date notified by the Commission of coming into force of the Regulations.  
  
Provided that for transactions involving inter-State Transmission (State Network incidental to the inter-State Transmission ), the Procedure shall also be applicable to the Registration and applications made for the grant of Green Energy Open Access by availing General Network Access (GNA) or Temporary General Network Access (T-GNA).
- 1.5 All information related to approvals, rejections, revisions, curtailment etc. shall be made available to the respective participants through the web-based portal for Green Energy Open Access (GOAR portal)/State portal. The web address of GOAR portal is <https://greenopenaccess.in>  
  
Provided that for inter-state Open Access consumers already registered on the National Open Access Registry (NOAR), the Nodal Agency shall ensure interoperability between NOAR, GOAR portal and State portal and Data available on NOAR/GOAR shall be deemed valid for State portal.
- 1.6 GOAR portal has been designed by NLDC for registration and processing of application for the Green Energy Open Access to the InSTS.
- 1.7 The STU may review /revise / modify /amend the provisions of these Procedure prospectively as and when considered necessary subject to approval of the Hon’ble RERC.
- 1.8 Words and expressions used in this procedure and not defined herein but defined in the Act or the Regulations shall have the same meaning as assigned to them respectively.

### **2. STATE NODAL AGENCY**

As per clause 6(ii) of “Rajasthan Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2025”, **State Transmission Utility (STU)** shall be the ‘State Nodal Agency (SNA)’ for processing all bilateral long-term and medium-term Green Energy Open Access applications at the intra-state level

and **State Load Dispatch Centre (SLDC)** shall be the 'State Nodal Agency (SNA)' for processing all short-term Green Energy Open Access applications at the intra-state level.

Also, as per provisions of Procedure for Grant of Green Energy Open Access of Grid Controller of India Limited (NLDC), SLDC shall also be nodal agency for registration of the intra-state entities intending to avail intra-state or inter-state GEOA.

### **3. ROLES AND RESPONSIBILITY**

Roles and Responsibilities as per NLDC Procedure and "Rajasthan Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2025" are as under:

#### **3.1 State Transmission Utility(STU):**

- a) STU shall be the nodal agency for processing all bilateral long- term and medium-term Green Energy Open Access applications at the intra-state level.
- b) The Central Nodal Agency (CNA) shall exchange the registration and application information with the STU in respect of the registered participants at the GOAR Portal.
- c) STU shall collect additional information required if any, in respect of the application for grid-connected intra-state entities intending to avail of intra-state Green Energy Open Access under LTOA and MTOA, while processing the application. These applications shall be processed as per the extant Rules and SERC Regulations.
- d) Any information sought by CTU for processing of interstate GNA of an intrastate entity shall be furnished by the concerned STU.
- e) All the information on the processing of the application shall be updated by the nodal agency on the Green Energy Open Access Portal.

Provided that the Nodal Agency shall maintain dedicated page on its official website specially displaying the information mandated under regulation 19 & 20 of the RERC GEOA Regulation, 2025.

#### **3.2 State Load Dispatch Centre (SLDC)**

- a) SLDC shall be the nodal agency for registration of the intra state entities intending to avail interstate or intra state Green Energy Open Access.
- b) SLDC shall provide standing clearance/concurrence for the intra state entities intending to avail short term Green Energy Open Access on interstate network in conjunction with intra-state network.
- c) SLDC shall process bilateral short term Green Energy Open Access applications at intra state level.
- d) All the information pertaining to registration and processing of application shall be updated by the nodal agency on the Green Energy Open Access Portal.

Provided that the Nodal Agency shall maintain dedicated page on its official website specially displaying the information mandated under regulation 19 & 20 of the RERC GEOA Regulation, 2025.

### **3.3 Distribution Licensee (DISCOMS)**

- a) The concerned Distribution Licensee shall facilitate non-discriminatory open access to its embedded entities as per RERC (Term and conditions for Green Energy Open Access) Regulations'2025 and Procedure thereof.
- b) The concerned Distribution Licensee shall examine technical feasibility for open access and ensure fulfillment of all the requirements in terms of RERC (Terms and conditions for Green Energy Open Access) Regulations'2025 and fulfillment of Eligibility Criteria for applying GEOA as per Clause 5 of these Procedures prior to issuance of NOC.
- c) The concerned DISCOM/Distribution Licensee shall ensure verification the captive status on annual basis (at the end of each FY) based on generation, consumption and equity shareholding in accordance with the Electricity Rules, 2005, Hon'ble Supreme Court order and order issued by RREC from time to time. However, for the purpose of pre-NOC stage, registration as a captive project with RRECL, along with undertaking from the consumer(s) regarding their intent to consume minimum 51% energy annually would be sufficient
- d) The concerned DISCOM/Distribution Licensee shall issue No Objection Certificate and Certificate related to availability of required metering infrastructure both at injection and drawal ends
- e) The concerned DISCOM/Distribution Licensee shall intimate about under utilization of open access or defaulting customer as per Regulation 9 of RERC(Terms &Conditions for Green Energy Open Access) Regulation' 2025 allotted to customer.

### **3.4 Other applicable entities:**

Any other applicable entities such as Qualified Coordinating Agency (QCA), Solar Power Park Developers (SPPD), Wind Power Park Developers (WPPD) etc. shall abide by the extant regulations of CERC and/or RERC as applicable.

## **4. CONNECTIVITY**

The Applicant must have valid Grid connectivity either from STU or CTU for both injection and drawl points prior to the commencement Open Access supplies.

Provided that for new or upcoming entities where physical connectivity is not yet established:

1. The Nodal Agency shall accept the GEOA application for processing if the applicant submits a valid "Connectivity feasibility approval" issued by the STU/DISCOM.
2. The Nodal Agency may grant "Conditional Open Access" to such applicants, subject to the condition that the Applicant shall achieve physical connectivity at least 30 days prior to the intended date of power flow.
3. If the Applicant fails to operationalise the connectivity within the time line specified as above, the conditional Open Access approval shall be treated as void, and the capacity shall be released back to the grid.

**5. ELIGIBILITY CRITERIA FOR APPLYING GEOA**

Subject to the provisions of Rajasthan Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2025, an applicant before applying for Green Energy Open Access should fulfill the following Eligibility Criteria:

- 5.1 Consumers who have contract demand or sanctioned load of 100 kW or more, either through single connection or through multiple connections aggregating Hundred (100) kW or more located in same electricity division of a distribution licensee, shall be eligible to take Green Energy through Open Access. There shall be no such lower limit with respect to contracted load or sanctioned load for the captive use of energy by the consumer opting under Green Energy Open Access.

Provided that for Hybrid RE projects, Green Energy Open Access quantum shall be based on connectivity quantum of Hybrid RE projects, regardless of component capacities.

- 5.2 New RE projects on the STU network (excluding hydro projects) with an installed capacity of over 5 MW or as may be specified by the Commission will be mandated to install ESS (of at least 2 hours storage) for a minimum of 5% of the RE capacity. All the Renewable Project that are commissioned after notification of RERC (Terms and conditions for Green energy Open Access) Regulations'2025 shall be considered as New RE Projects.
- 5.3 Maximum permissible capacity of individual new renewable energy based captive power plant including renewable energy based plant installed behind the meter shall be allowed upto 200% of the contract demand.
- 5.4 Renewable Energy based captive power plants having capacity above 100% contract demand and upto 200% of contract demand shall be required to install Battery Energy Storage System (BESS) for a minimum 20% of the energy generated at normative CUF/PLF as per the RERC RE Tariff Regulations 2020 by the additional capacity RE captive plant, i.e., capacity beyond the 100% of the contract demand, in addition to the capacity of BESS as per Clause 5.2 above

**Illustration-1 for calculating BESS Capacity:**

*If a consumer having Contract Demand of 10MVA installs 10MW RE Plant(100% of CD), in that case capacity of BESS will be calculated as detailed below:-*

$$\text{BESS Capacity} = 10 \times 1000 \times 5\% \times 2\text{hours} = \underline{\underline{1000\text{kWh} = 1\text{MWh}}}$$

**Illustration-2 for calculating BESS Capacity:**

*If a consumer having Contract Demand of 10MVA installs 20MW RE Plant (200% of CD), in that case capacity of BESS will be calculated as detailed below:-*

- *BESS capacity for 10MW RE capacity (upto contract demand) =5% of the RE capacity =**1000 kWh = 1 MWh***
- *BESS capacity for additional 10MW RE capacity (above Contract Demand)= **20% of the Energy Generated from the additional capacity beyond 100% CD***

***Daily Energy Generated from the additional capacity RE Plant***

$$= 10 \times 1000 \times 24 \times 20\%(\text{CUF}) = 48000\text{kWh}$$

$$\text{Additional BESS Capacity} = 20\% \text{ of } 48000\text{kWh} = 9600\text{kWh}$$

**Total BESS Capacity for 20MW RE Plant = 1000kWh+9600kWh = 10600kWh = 10.6MWh**

5.5 The Battery Energy Storage System (BESS) as per 5.2 and 5.4 above shall be installed at the Plant end for which separate metering shall be done for proper recording of charging and discharging of BESS.

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

5.6 The operation of such storage capacity shall be as directed by SLDC/ Distribution Licensee through a separate order.

5.7 The green energy open access consumer shall not change the quantum of power consumed through open access within 12-time blocks, so as to avoid high variation in demand to be met by the distribution licensee

## **6. REGISTRATION**

Once the connectivity has been obtained by the entity, an application for registration shall be made on the GOAR portal /State portal as per the following:

- a) Applicant shall set a username and password which would be used by the applicant for all activities to be carried out through the GOAR portal.
- b) Applicant shall furnish the details as per format provided at **Annexure- A** for the purpose of registration with the CNA.
- c) The applicant shall e-verify all details and submit the filled in application in the GOAR portal.
- d) The grid connected entities shall be able to make an application for seeking Green Energy Open Access, only after the registration process is complete in all respects.
- e) In case of an intra state entity, the application for registration shall be processed by the SLDC. The SLDC shall process and recommend the applications of intrastate entities within **5 working days** for new applications through the GOAR portal.
- f) RLDC shall process the applications for registration for Green Energy Open Access within **2 working days** as per the recommendation of the SLDC for the new registration application through the GOAR portal.
- g) After the receipt of application for registration, SLDC shall conduct a preliminary scrutiny to ensure application is complete in all respects. In case of any discrepancy / short coming / requirement of any further information, SLDC shall inform the applicant through the portal for rectification of the deficiency within a period of **2 working days**. In case the applicant does not respond within a period of 2 working days with the required details to the SLDC, the registration request shall be disposed of and reasons for such disposal shall be communicated to the applicant through GOAR.
- h) In case where SLDC has communicated any deficiency or defect in the application, the date of receipt of application shall be considered as the date on which the application has been received duly completed after removing the deficiency or rectifying the defects, as the case may be and the period of 5(five) working days shall be reckoned from such date.
- i) In case of any change in the information provided by the entity, it shall be incumbent upon the entity to update the information in the GOAR. The SLDC shall recommend the application of the intrastate entities to the host RLDC within 2 working days through GOAR after the complete application in all respects is received at the SLDC. The RLDC

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shall process the application of the intrastate entities within one (1) working day through GOAR, after the receipt of inputs from the SLDC, along with the complete application in all respects.

- j) In case of a change of name of an entity already registered in GOAR, such entity shall inform along with relevant documents from the appropriate authority such as Registrar of Companies or National Company Law Tribunal or any other Court, to the SLDC which shall upon verification of documents, update such change in its records in GOAR within 5 (five) working days through GOAR, after the complete application in all respect is received at SLDC. The concerned entity shall settle all outstanding financial liabilities, as the case may be, before the commencement of the transaction in GOAR.

- k) The Open Access consumer shall ensure that all details are correct.

Provided that the Nodal Agency shall not cancel or deny the registration without issuing a Show Cause Notice giving minimum 7 days to the applicant to rectify the default or explain the discrepancy.

- l) The grid connected entities shall be able to make an application for seeking standing clearance or applying for open access, only after the registration process is complete in all respects.

### 7. APPLICATION FOR GRANT OF GREEN ENERGY OPEN ACCESS ON INTRA STATE SYSTEM

- 7.1. Applicant intend to avail Long Term/Medium Term/Short Term green energy open access to the InSTS shall submit its application online through GOAR portal of NLDC/ State portal as per format provided at **ANNEXURE-B**. The link for the GOAR portal is given below;

<https://greenopenaccess.in/landing>

- 7.2. The Applicant shall submit a copy of the application (in format provided at Annexure - B) to the distribution licensee requesting to provide NOC for grant of open access 7 days prior to submitting the onward application. The NOC(s) provided (in the format prescribed as Annexure-I) by both injection drawal end Distributor Licensee has to be submitted along with the online application for grant of Green Energy Open Access. If Distribution Licensee fails to communicate NOC or specific defect within 7 days of the request, the NOC deemed to have been granted and the Nodal Agency shall process the application assuming no objection. All correspondence with the distribution licensees shall be made on following address:

JVVNL	AVVNL	JdVVNL
The Chief Engineer (CA-HQ), JVVNL, Room No. 231, Vidyut Bhawan, Janpath, Jaipur- 302005 Phone : 0141 – 2747040 e-mail : <a href="mailto:cehq@jvvn.org">cehq@jvvn.org</a> <a href="mailto:secommljpd@gmail.com">secommljpd@gmail.com</a> <a href="mailto:secomml@jvvn.org">secomml@jvvn.org</a>	The Chief Engineer (HQ), AVVNL, Hathi Bhata Power House, Ajmer Phone : 0145 – 2644502 e-mail: <a href="mailto:cecomavvnl@gmail.com">cecomavvnl@gmail.com</a>	The Chief Engineer (HQ), JdVVNL, New Power House Road, Jodhpur Phone : 0291 – 2742375 e-mail : <a href="mailto:addlcehqjdvvn@gmail.com">addlcehqjdvvn@gmail.com</a> <a href="mailto:seracomml@yahoo.com">seracomml@yahoo.com</a>

- 7.3. The Application shall be accompanied by non-refundable application fee as per details below:

- a) For Long Term GEOA - Rs.1,00,000/- (OneLac Only)

Provided the Entities with multiple connections aggregating 100 kW or more located

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in same electricity division of a distribution licensee shall be eligible to submit a unified Green Energy Open Access Application covering all such connections. In such cases application fee will be charged as:

1. Base Fee: Rs. 1,00,000/- (covering first injection point and drawal point)
2. Incremental Fee: Rs. 10,000/- for each additional drawal point thereafter.
  - b) For Medium Term GEOA - Rs. 20,000/- (Twenty Thousand only)
  - c) For Short Term GEOA - Rs. 5,000/- (Five Thousand only)

The application fees shall be payable to STU for Long Term and Medium Term GEOA and to SLDC for Short Term GEOA

### **STU (RVPN) Bank Details for online payment:**

Payee : Sr. AO(Ea-cash)RVPN  
Bank Name : State Bank of India  
A/c No. : 00000051093320852  
IFSC Code : SBIN0031026  
Branch Address : JAIPUR COLLECTORATE

### **SLDC Bank Details for online payment:**

Payee : SR AO LD RVPNL  
Bank Name : STATE BANK OF INDIA  
A/c No. : 51093320535  
IFSC code : SBIN0031026  
Branch Address: Jaipur COLLECTORATE

- 7.4. The application for Long Term GEOA shall be accompanied by a Bank Guarantee corresponding to Rs 10000/MW (Rs Ten Thousand per MW) of the total power to be transmitted, from a Nationalized or Scheduled Bank valid for a period of one year in favor of RVPN , in addition to the specified application fee. Bank Guarantee shall be in the format specified at **ANNEXURE-K**. The BG shall be kept valid and subsisting till the commencement of Long term GEOA and such BG may be en-cashed by the State Nodal Agency, if the application is withdrawn by the applicant or the Long term GEOA rights are relinquished prior to the start of such rights. i.e. the day on which Long Term GEOA starts.
- 7.5. The application for grant of green energy open access shall be submitted online through GOAR portal/State Portal as per following time period:
  - a) For Long Term /Medium Term GEOA- At least two (2) months prior to the start date of LTOA.
  - b) For Short Term GEOA –
    1. Advance Application: Submitted at least 7 days prior to the start date (Month Ahead).
    2. Exigency Applications: Submitted upto 3 days prior to the date of scheduling subject to technical feasibility and margin availability.

Note: Exigency applications shall be processed on a First come First served basis.

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7.6 An incomplete Application or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected with reasons mentioned through portal

7.7 After receipt of application, any material change either in timeframe, drawl/injection point or change in quantum of power shall require submission of a fresh application and the already made application shall stand disposed-off and its application fees forfeited. The new application shall be processed in accordance to the regulations.

Provided that the fee shall not be forfeited if the Changes in parameters is necessitated by : a) A force majeure Event or b) Constraints imposed by the Transmission/ Distribution Licensee (grid security) or c) Change-in-Law .

7.8 The following documents are to be submitted along with the application for grant of green energy open access (LTOA/MTOA/STOA):

- a) A copy of the Board resolution or authorization letter in favor of the signatory who submits the application and will execute the GEOA Agreement.
- b) A copy of agreement entered stating the details of sale/purchase of power or use as applicable ,point of injection,point of drawal,type of power, and validity, etc.
- c) A copy of Connection Agreement or permission obtained from transmission licensee or Distribution licensee as the case may be for parallel operation or grid connectivity.
- d) In case of captive/group captive use, document related to captive/group captive category of the Applicant.
- e) A copy of Single line diagram showing injection and drawl points.
- f) 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. [Format prescribed at **ANNEXURE- J**]
- g) The Applicant shall submit the Registration / in-principle clearance issued by RRECL defining the category of the applicant (Captive/ Third Party).However, final approval from RREC may be submitted prior to the execution of the Open Access Agreement.
- h) Commissioning Certificate of the plant: In absence of the COD certificate, the Nodal Agency shall accept 'Feasibility Report Approval' and a notarized undertaking regarding the expected COD and shall issue a conditional Open Access Approval, which shall become operational only upon submission of the final COD certificate. The applicant shall submit the Commissioning certificate (COD) of that Plant 7 days prior to the commencement of the power flow.
- i) Document related to approval/consent from SLDC for first time energization.
- j) Letter issued by SE(REMC) RVPN related to appointment of QCA for scheduling of power on behalf of applicant
- k) If injection and/or drawal entity is a consumer of Distribution Licensee, then copy of last paid electricity bill along with payment proof.
- l) In case the Applicant is a consumer of the Distribution Licensee or their power plant is located in the area of distribution licensee, a No objection certificate (NOC) from the concerned Distribution Licensee(s) in the format prescribed at **ANNEXURE-I**
- m) Undertaking on non-judicial stamp paper (purchased in Rajasthan) of Rs 100/- in

the Performa as per ANNEXURE-M

**8. PROCESSING LONG TERM/ MEDIUM TERM GREEN ENERGY OPEN ACCESS APPLICATIONS**

8.1 The application for grant of LTOA/MTOA shall be processed in consultation and co-ordination with State Load Dispatch Centre, transmission and/or distribution licensee and the applicant shall be intimated about grant of the access or refusal within **15 (fifteen) working days** from the date receipt of application.

8.2 In case the STU finds that the application for grant of LTOA/MTOA is incomplete or defective in any respect, it shall communicate the same to the entity within **4 (four) working days** from the date of receipt of such application.

8.3 In the case where the STU has communicated any deficiency or defect in the application, the date of receipt of the application shall be considered as the date on which the application has been received duly completed after removing the deficiency or rectifying the defects, as the case may be and the period of 15 (fifteen) working days shall be reckoned from such date.

8.4 In case of Long Term Open Access, if in the opinion of the State Transmission Utility, further system strengthening of transmission/distribution system is essential before providing long term open access, the State Transmission Utility shall intimate to the applicant within **45 (forty five) working days** of the receipt of the application, the cost estimates, likely completion schedule and estimated date from which open access shall be allowed after system strengthening.

8.5 The long term open access applicant shall accordingly deposit the estimated amount for works to the STU or the concerned Distribution Licensee, as the case may be **within 30 (thirty) working days**. Provided that in case the applicant does not agree to avail open access with system strengthening, his application shall be rejected and BG shall be released.

8.6 The letter towards Grant of Open Access issued by STU shall be in the format specified at ANNEXURE-C. This letter will contain the details such as Point of Injection, Point of Drawl, Date of commencement and end of Access and Security amount to be submitted to STU, along with other terms and conditions.

8.7 Upon grant of LTOA/MTOA, the green energy open access customer shall enter into Commercial Agreements in the format prescribed at ANNEXURE-E and ANNEXURE-F before commencement of LTOA/MTOA. In case where applicant fails to enter into such Agreements within prescribed period, application shall be rejected and BG shall be encashed.

Provided that where the Applicant fails to sign the Agreement within the stipulated period, the Nodal Agency shall issue a final notice of 7 days. If the default Continues, the Application shall be cancelled and the Bank Guarantee (BG) shall be encashed.

Provided further that cancellation and BG encashment shall not apply if failure to execute the Agreement is strictly attributable to a force majeure event. In such cases, the timeline for signing shall be extended day-for-day for the duration for the Force Majeure event, subject to the Applicant notifying the Nodal Agency.

8.8 Prior to execution of GEOA Agreements, open access customer shall deposit payment security towards transmission , SLDC, Wheeling, additional surcharge, cross subsidy surcharge and other charges in terms of Regulation 16(1) of RERC (Terms and Conditions for Green Energy Open Access) Regulations, 2025. Interest shall be paid on this security amount at bank rate.

Provided that for Captive Generating Plants (CGP) and Captive Uses, the security deposit will be based on the applicable charges as per the Commission's order. However, charges for cross subsidy surcharge (CSS) and Additional Surcharge shall be excluded from the deposit subject to the consumer submitting a statutory undertaking of captive status under Rule 3 of Electricity Rules, 2005.

In the event a captive user fails to meet the captive criteria at the end of the financial year the consumer shall top-up the security deposit to include CSS/ ADS along with interest within 30 days of such determination.

8.9 In case of any change in the aforesaid agreements for green energy open access, the open access customer shall enter into a supplementary agreement in the format prescribed at **ANNEXURE-G** and **ANNEXURE-H**

## **9. PROCESSING APPLICATION FOR GNA-RE ON INTER-STATE NETWORK IN CONJUNCTION WITH INTRA-STATE NETWORK**

9.1 A customer seeking GNA-RE on inter-state network in conjunction with intra-state network shall submit its application to CTU as per extant CERC Regulations/procedure thereof. The customer shall also apply to STU for issuance of no objection certificate/concurrence/prior standing clearance accompanied with fees and Bank Guarantee as prescribed in clause 7.3 and 7.4 above and no objection certificate from the concerned Distribution Licensee in case applicant is a consumer of Distribution Licensee.

9.2 The application shall be processed as per Clause 8.2, 8.3, 8.4 and 8.5 above. After scrutiny of the application and carrying out required system studies for ascertaining the capacity and facilities available for open access, STU shall issue no objection certificate/concurrence/prior standing clearance.(in the format prescribed at **ANNEXURE-D**)

9.3 After approval of GNA-RE by CTU but before commencement of the GNA-RE, the customer shall be required to carry out the following activities:

- (a) Enter into commercial agreements in the formats prescribed (**ANNEXURE-E & ANNEXURE-F**).
- (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. [Format prescribed at **ANNEXURE- J**]
- (c) Make the security deposit as per clause 8.8 above
- (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-G and ANNEXURE-H**).

## **10. PROCESSING SHORT TERM GREEN ENERGY OPENACCESS APPLICATIONS IN ADVANCE**

10.1 The application for grant of advSTOA shall be processed by the Nodal Agency taking into consideration the resultant congestion of any element, line or transformer of the transmission and distribution system involved in the proposed Short Term transaction. SLDC shall convey grant of advSTOA **within 7 (seven) working days** from the date of receipt of the application for an existing grid-connected entity or otherwise the Nodal Agency shall record the reasons in writing in case open access is denied to any applicant.

- 10.2 In case the SLDC finds that the advSTOA application is incomplete or defective in any respect, it shall communicate the same to the entity **within 2 (two) working days** from the date of receipt of such application.
- 10.3 In the case where the SLDC has communicated any deficiency or defect in the application, the date of receipt of the application shall be considered as the date on which the application has been received duly completed after removing the deficiency or rectifying the defects, as the case may be and the period of 7 (seven) working days shall be reckoned from such date.
- 10.4 The Nodal Agency shall, after satisfying itself that the application is complete in all respects, convey grant of open access in the format prescribed at **ANNEXURE-L** along with schedule of payments to the applicant.

#### **11. PROCESSING APPLICATIONS FOR TGNA-RE ON INTER-STATE NETWORK IN CONJUNCTION WITH INTRA-STATE NETWORK**

- 11.1 Online application, through GOAR, along with the requisite declaration, as applicable shall be made by the T-GNA applicant, to the concerned SLDC for the issuance of standing clearance for availing T-GNA in interstate transmission for a pre-specified quantum (MW), specified period, at a pre-specified interconnection point.
- 11.2 The application for standing clearance applied by the intrastate entities shall be processed by SLDC as per NLDC's procedure for grant of green energy open access. SLDC shall provide the standing clearance for the intrastate entities up to the quantum requested by the intra-state entities for interstate T-GNA transactions which include both bilateral and collective transactions.

#### **12 SCHEDULING AND COMPUTATION OF DEVIATION SETTLEMENT CHARGES**

For injection point, the customer shall intimate block wise schedule online through State portal as per RERC (Forecasting and Scheduling and Related Matters for Solar and Wind Generating Sources) Regulations' 2017 as amended from time to time. For drawl point, the consumer shall intimate in writing the block wise maximum schedule which shall be uniform for at least 12-time blocks before 10 am of the day preceding the day of drawl through E-mail to SLDC & Concern Distribution Licensee. The deviation settlement shall also be done as per RERC (Forecasting and Scheduling and Related Matters for Solar and Wind Generating Sources) Regulations' 2017 and amendments thereof.

#### **13 ENERGY ACCOUNTING AND SETTLEMENT**

- 13.1 Accounting as well as settlement of Energy generated from Renewable based Power Plants shall be in accordance to the provisions of Regulations 11.8 of RERC (Terms and Conditions for Green Energy open Access) Regulations'2025 and subsequent amendments thereof. The terms and conditions of banking specified in these Regulations shall be **applicable for both existing Renewable Energy based plants and new Renewable Energy based plants.**
- 13.2 **Banking for Renewable Energy based Plants of capacity up to 100% of Contract Demand** :- For Renewable Energy based Plants of capacity up to 100% of Contract Demand, Banking of Energy shall be allowed for Captive consumption within the State subject to a maximum ceiling of 25 % of the energy injected by Renewable Energy Captive Generating Station during the month or 30% of the total monthly consumption of electricity from the distribution licensee by the consumer, whichever is higher, at consumption end. Banking shall be allowed on annual basis for the financial year.

**13.3 Banking for Renewable Energy based Plants of capacity more than 100% and up to 200% of Contract Demand:-** For Renewable Energy based Plants of capacity more than 100% and up to 200% of Contract Demand, Banking of Energy shall be allowed for Captive consumption within the State subject to a maximum ceiling of 30% of the total monthly consumption of electricity from the distribution licensee by the consumer at consumption end for the plant capacity. Banking shall be allowed on billing cycle basis. (Note-This Banking Mechanism shall be applicable for energy generated from the plant capacity on pro-rata basis across the capacities).

**Illustration for Plants of Capacity up to 100% of Contract Demand**

**If in any month, 1000 units of energy have been injected (after accounting for losses) and the total monthly consumption of electricity from the Distribution Licensee by the consumer is 900 units, out of which excess units consumed in peak hours are 100:**

- Excess injected energy for the month =  $1000 - (900 - 100) = 200$  units
- Banking limit = higher of **25% of 1000 (250 units)** or **30% of 900 (270 units) = 270 units**
- Banked energy to next month =  $200 \times (1 - 8\%) = 184$  units
- Distribution Licensee will bill for **100 excess peak units** as per applicable tariff.

If during the next month, **1000 units** of energy have been injected (after losses) and the total monthly consumption is **750 units**, out of which **100 units in peak hours**:

- Excess injected energy =  $1000 - (750 - 100) = 350$  units
- Banking limit = higher of **25% of 1000 (250 units)** or **30% of 750 (225 units) = 250 units**
- Banked for next month =  $250 \times (1 - 8\%) = 230$  units
- Add previous month's banked 184 units = **414 units carried forward**
- Remaining **100 units (350 - 250)** will lapse.
- Distribution Licensee will bill for **100 excess peak units** at applicable tariff.

If during the following month, **1000 units** of energy have been injected and consumption is **1500 units** (with **200 units in peak hours**):

- Net adjustment =  $1000 - (1500 - 200) = -300$  units (shortfall of 300 units)
- Shortfall of 300 units is adjusted from banked energy (414 units)
- Balance banked energy carried forward =  $414 - 300 = 114$  units
- Distribution Licensee will bill for **200 excess peak units** at applicable tariff.

**Illustration for Plants of Capacity more than 100% and up to 200% of Contract Demand :**

**The Separation of energy units in case of the capacity of a plant is in the range of 100% CD-200%CD, then Pro-Rata Apportionment shall be made as under:**

- A. If 100 MW is CD and 150 MW Solar is installed then 2/3rd (100/150) of installed capacity is attributable to 100% CD and 1/3rd (50/150) of installed capacity would be attributable to 100%-200%CD.**

In any billing cycle, if the 15,000 units are bankable, then 10,000 units (2/3rds) will be apportioned to 100%CD and 5000 units (1/3<sup>rd</sup>) will be apportioned to 100%-200%CD.

**B. In case of a Group Captive Solar plant or a plant supplying multiple units under GEOA:**

- Total Solar capacity : 15 MW
- Total CD of consumers: 10 MW
- Excess capacity : 5 MW
- In a specific billing moth, the bankable units are 24,00,000.
- The Apportionment ration (100% CD) = Total CD/Total Plant capacity= 10 MW/15 MW= 66.67%
- Apportion and Ratio (> 100% CD) = Excess capacity (>100% CD)/Total plant capacity= 5MW/15MW = 33.33%

Category	Calculation	Units allocated	Banking Treatment
Banked Energy (upto100% CD)	24,00,000 x 10/15	16,00,000	25% or 30% whichever is higher
Banked Energy(100%-200%CD))	24,00,000 x 5/15	8,00,000	30% of consumption from Discoms
Total		24,00,000	

**Allocation to consumer:**

If there are two consumer, consumer A (3 MW share) and Consumer B (7 MW Share). They will be apportioned energy as follows:

- Consumer A: Gets 4,80,000 units (100% CD) and 2,40,000 units (> 100% CD):Total=7,20,000 units.
- Consumer B: Gets 11,20,000 units (100% CD) and 5,60,000 units (> 100% CD):Total=16,80,000.

**"Note: The excess energy drawn during the peak hours in a month= Total energy drawn during the peak hours in a month (-) Total energy injected during the peak hours in a month."**

- 1) The DISCOM and SLDC will inform the BESS discharge schedule in the beginning of the each month through a separate order. The discharge of BESS should preferably be during peak hours.
- 2) The credit of energy discharged through BESS will be given in the sequence first during peak ToD hours, then normal hours, and off-peak hours.
- 3) For any shortfall on annual basis in meeting the battery obligation in terms of regulation 5 of the GEOA Regulations the BESS consumers will pay Rs 1.5/unit for each unit of shortfall. The STU may get this rate revised by filing a suitable application.

13.4 The banking as well as withdrawal of banked energy shall be subject to scheduling as required.

13.5 The peak hours for adjustment of RE power shall be as approved by Commission for ToD tariff.

13.6 The consumer end Distribution Licensees shall prepare the provisional energy account based on the injection schedule, drawal schedule, and meter readings and contract demands for HT power and standby & start up supply and serve monthly bills. The provisional bill shall be served in the first week of the month. A copy of the

provisional energy account shall also be supplied to SLDC. UI/deviation shall have to be considered and prepared by Distribution Licensee provisionally and conveyed to the SLDC. SLDC shall issue the final UI/deviation charge account.

- 13.7 RE Captive Generating plant shall be entitled to get Renewable Energy Certificates to the extent of the unutilized lapsed banked energy in accordance with applicable Rules/Regulations

#### **14 CANCELLATION OF LONG TERM/MEDIUM TERM/ SHORT TERM OPEN ACCESS**

- 14.1. Upon non-compliance of RERC Regulations and STU procedure the access shall be cancelled.

- 14.2. Upon non-payment of any charges applicable under the provisions of the regulations, the application and the access shall be cancelled. In the event of default in payment of any charge or sum of money payable under these Regulations and/or Procedures, the STU or the Transmission Licensee may discontinue Open Access after giving the Consumer, Generating Station or Licensee, as the case may be, notice of fifteen days, without prejudice to its right to recover such charges in accordance with the provisions of the Act:

Provided that, in the event of default in payment of charges due to it, the SLDC may refuse to schedule power to the defaulting entity, and direct the Distribution or Transmission Licensee as the case may be to disconnect such entity from the grid.

- 14.3. In the event of default in payment of charges due to it, Distribution Licensee may request SLDC and Transmission Licensee to disallow the open access to the defaulting entity/ disconnect such entity from the grid as the case may be.

- 14.4. In case of cancellation of the access or application, the applicant may apply afresh which shall be processed according to the provisions of the Regulations.

- 14.5. Before cancellation of the open access or application, the Nodal Agency shall issue a default notice giving 15 days to cure the defect. If not cured, the Open Access shall be suspended. During suspension, the consumer shall remain liable for paying Fixed/ Transmission charges. The consumer may apply for restoration during the suspension period by cleaning all dues along with a Restoration fee of Rs. 25000/-.

Provided further that if the default continues after the notice period for 15 days after the date of suspension, the Open Access shall be permanently cancelled.

Provided also that cancellation of Long/ Medium Term Open Access due to consumer's default shall be treated as Deemed relinquishment. The consumer shall be liable to pay the Relinquishment charges as specified in clause 15 to compensate the STU for stranded capacity.

#### **15. RELINQUISHMENT OF LONG TERM/MEDIUM TERM OPEN ACCESS RIGHTS**

- 15.1 A long-term customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:-

A. Long Term Access Consumer who has availed access rights at least for 12years:

- i. Notice of one (1) year – If such a customer submits an application to the STU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.

- ii. Notice of less than one (1) year – If such a customer submits an application to

the STU at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges for the stranded transmission capacity for the period falling short of a notice period of one (1) year.

B. Long Term Access Consumer who has not availed access rights at least for 12 years:

- i. Notice of one (1) year – If such a customer submits an application to the STU at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges for the stranded transmission capacity for the period falling short of 12(twelve) years of access rights.
- ii. Notice of less than one (1) year – If such a customer submits an application to the STU at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission charges for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.

15.2 A customer who has been granted MTOA, may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the medium-term customer relinquishing its rights shall pay applicable transmission charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is less.

15.3 The open access consumer/ generator (Customer) shall be exempt from payment of relinquishment charges if the relinquishment is necessitated by a Force Majeure Event rendering the project inoperable.

## **16. BILLING AND PAYMENT OF LONG TERM/MEDIUM TERM OPEN ACCESS**

16.1 Billing shall be made w.e.f. the date of commencement of open access as declared by SLDC.

16.2 Bills for SLDC charges, transmission charges, wheeling charges, cross subsidy surcharge, additional surcharge, etc. shall be issued in the first week of every month.

16.3 Due date for depositing above bills shall be 45 days from date of issue of the bill. Rebate on prompt payment shall be allowed as per RERC Tariff Regulations, 2025 and as amended from time to time.

16.4 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.

16.5 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 as specified in RERC Tariff Regulations, 2025 and as amended from time to time

16.6 Unless otherwise agreed by the parties, the charges payable by a long term or medium term customers shall be first adjusted towards a late payment surcharge on the outstanding charges and, thereafter, towards monthly charges , starting from the longest overdue bill.

**17. BILLING AND PAYMENT OF SHORT TERM OPEN ACCESS**

- 17.1 An intra-State short term 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.
- 17.2 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.
- 17.3 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.
- 17.4 All payments shall be made only by NEFT/RTGS in favor of “Sr. Accounts Officer (LD), RVPN, Jaipur”. Bank details are as under:

Payee	:SR AO LD RVPNL
Bank Name	: STATE BANK OF INDIA
Bank A/c No.	:51093320535
IFSC code	:SBIN0031026
Branch Address	: Jaipur COLLECTORATE

- 17.5 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 & other charges, if any to RVPN & concerned Distribution Licensee respectively.
- 17.6 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 in the bill issued for the ensuing month by the concerned Distribution Licensee.
- 17.7 The Applicant shall approach the designated authority of respective Distribution Licensee for settlement and disbursement of claim.

**18 GUIDELINES FOR CURTAILMENT OF OPEN ACCESS**

- 18.1 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.
- 18.2 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.
- 18.3 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.

## **19 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 .

- 18.4 Transactions involving Green Energy Open Access (Solar/Wind) shall be treated as 'Must-Run' and shall not be curtailed on merit order dispatch or any other commercial consideration except in the event of any technical constraint in the electricity grid or for reasons of security of the electrical grid.

Provided that in the event of curtailment of Green Energy Open Access for any reason other than technical Grid Security constraints (evidenced by SCADA data), the SLDC/ Distribution Licensee shall be liable to pay compensation to the Generator at the rate specified in the agreement for purchase of supply of electricity and shall further be subject to mechanism prescribed/ specified in the Rules/ Regulations.”

## **20 FORCE MAJEURE:**

- 20.1 The STU/Distribution Licensee/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.
- 20.2 The STU/Distribution Licensee/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.

## **21 REDRESSAL OF DISPUTES**

All disputes and complaints arising between the parties under the Green Energy Open Access Regulations/ Procedure present shall be resolved as provided in regulation 25 of Green Energy Open Access Regulations 2025.

## **22 SAVING CLAUSE**

The provisions of the RERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations 2020 and RERC (Open Access) Regulations, 2016 which are not covered under these Procedures shall be also applicable *mutatis mutandis* as part of these Procedures.

## **23 GENERAL INSTRUCTIONS**

- 23.1. The applicant shall abide by the provisions of the Electricity Act, 2003, Rajasthan Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access) Regulations, 2025 and Indian Electricity Grid Code, State Grid Code as amended from time to time and instructions given by STU and SLDC as applicable from time to time.

## **Procedure for Grant of Green Energy Open Access**

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- 23.2. The Superintending Engineer (NPP&RA) RVPN is the authorized signatory to execute open access agreement on behalf of RVPNL and Chief Engineer (HQ)/SE (Commercial) of concerned Distribution Licensee is the authorized signatory to execute agreement on behalf of DISTRIBUTION LICENSEE.
- 23.3. The agreements as per these procedures shall be executed on non-judicial stamp paper of Rs. 500/- (Rs. Five 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.
- 23.4. The stamp papers shall be purchased by the open access customer from the State of Rajasthan
- 23.5. All costs/expenses/charges associated with the application, including bank draft/ NEFT/ RTGS etc. shall be borne by the applicant.
- 23.6. 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.
- 23.7. 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 as per RERC (Rajasthan Electricity Grid Code) Regulations, 2024
- 23.8. This procedure aims at easy and pragmatic disposal of applications made for Green Energy Open Access in InSTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, STU may review / revise / modify / amend the provisions of this procedure as and when deemed necessary with prior approval of the RERC.

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# **ANNEXURES**

**ANNEXURE- A**

**Application for Registration (to be filled online in GOAR portal)**

1.	Applicant type	Distribution Licensee/ State Genco/ IPP / Merchant Plant/ CPP/ OA consumer/ Trading Licensee/Power Exchange/Cross border/Others
2.	Consumer Identification number (as applicable)	
3.	Type of Renewable Source(as recognized by Govt. of India/ MNRE)	
4.	Maximum Injection/drawl capacity	
5.	Date of commissioning (with supporting document)	
6.	Date of COD (with supporting document)	
7.	Applicant Name	
8.	Postal Address	
9.	Control area	SLDC/RLDC (wherever applicable)
10.	Region	ER/NER/NR/SR/WR (wherever applicable)
11.	State	
12.	Type	Injecting/ Drawee/ Both/ Trading Licensee/ Power Exchange (as applicable)
13.	SLDC Charges applicable (Y/N)	If no, upload certificate from SLDC
14.	STU Charges applicable (Y/N)	If no, upload certificate from STU/SLDC
15.	Connectivity	Connected to State Transmission network/ ISTS network/ Both (upload connectivity diagram & Connection Agreement)
16.	COD certificate	Applicable for generating station (upload COD certificate copy)

<b>17.</b>	State (Geographical location for grid Connected entity where ISTS charges are levied)	
<b>18.</b>	Nodal person	Name, mobile number and email-id
<b>19.</b>	GST number	Upload GST registration copy
<b>20.</b>	PAN and TAN number	Upload PAN card copy, TAN registration Copy
<b>21.</b>	Bank account number	Upload cancelled cheque or copy of Passbook
<b>22.</b>	Bank name	
<b>23.</b>	Bank IFSC code	
<b>24.</b>	Bank address	
<b>25.</b>	Trading licensee details	Upload trading license
<b>26.</b>	Additional details, if any with supporting documents needed by the nodal agency to be furnished in accordance with the extant CERC/ SERC Regulation	

**Application for availing Intra State Bilateral Green Energy Open Access: Long Term,  
Medium Term and Short Term**

<b>1.</b>	The(Name and address of Nodal agency)	
<b>2.</b>	Application No.	
<b>3.</b>	Name of the Applicant	
<b>4.</b>	Address for Correspondence	
<b>a)</b>	Phone Number	
<b>b)</b>	Email ID	
<b>5.</b>	Category of the applicant	Trading Licensee / Consumer/ Generator/ Distribution Licensee/Power Exchange/other Type of open access: Long Term Open Access/Medium Term Open Access/Short Term Open Access (Please mark appropriately)
<b>6.</b>	Type of Entity	
<b>7.</b>	In case of Portfolio sale from Distribution Licensee, please specify the following:	
<b>a)</b>	Name of the Injection Source(s)	
<b>b)</b>	Capacity of the plant (in MW)	
<b>c)</b>	Type of Renewable Source	
<b>d)</b>	[Solar/ Wind/ Hydro/ Other Renewable (e.g.: Geo- Thermal, Small Hydro, Waste to Power, Tidal, Biomass, Bagasse)]	
<b>e)</b>	Other sources, if any, not covered under (d): (to be specified).....	

<b>f)</b>	(Licensees to submit a copy of license valid under the Act by Distribution Licensee. Others to submit documentary evidence in support of above)																
<b>8.</b>	Details of nodal person on behalf of the Applicant																
<b>a)</b>	Name																
<b>b)</b>	Designation	(Upload Authorization)															
<b>c)</b>	Mobile																
<b>d)</b>	E-Mail Address																
<b>9.</b>	Capacity Applied	<table border="1"> <thead> <tr> <th colspan="2">Date</th> <th colspan="2">Hours</th> <th>MW</th> </tr> <tr> <th>From</th> <th>To</th> <th>From</th> <th>To</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Date		Hours		MW	From	To	From	To						
Date		Hours		MW													
From	To	From	To														
<b>10.</b>	Injecting Entity Details																
<b>a)</b>	Name																
<b>b)</b>	Point of Injection : Name and Voltage level of Substation : Name and Voltage level of Feeder Bay	(UPLOAD SLD)															
<b>c)</b>	Name of Concerned SLDC																
<b>d)</b>	ABT Meter already Installed	Yes/No (UPLOAD CERTIFICATE)															
<b>e)</b>	Real time communication/telemetry facility with Licensee and/ or SLDC	Ready/Not Ready (as applicable)															
<b>f)</b>	Seller DISTRIBUTION LICENSEE consent	(Upload supporting document)															
<b>11.</b>	Drawee Entity Details																
<b>a)</b>	Name																
<b>b)</b>	Point of Drawl :Name and Voltage level of Substation : Name and Voltage level of Feeder Bay	(UPLOAD SLD)															
<b>c)</b>	Name of Concerned SLDC																
<b>d)</b>	ABT Meter already Installed	Yes/No (UPLOAD CERTIFICATE)															
<b>e)</b>	Real time communication/telemetry facility with Licensee and/or SLDC	Ready/Not Ready(as applicable)															

**Procedure for Grant of Green Energy Open Access**

<b>f)</b>	Buyer DISTRIBUTION LICENSEE consent	(Upload supporting document )
<b>12.</b>	Name and Details of other agencies involved, if any (e.g.: Distribution Licensee)	
<b>13.</b>	Whether the Transaction type is captive(Yes/No)	(Supportive Document to be uploaded)
<b>14.</b>	Amount of Non-Refundable Application Fee	
<b>15.</b>	Application for: Long Term Open Access/Medium Term Open Access/Short Term Open Access	
<b>16.</b>	Bank Draft/Pay Order No./RTGS or NEFT reference number	
<b>17.</b>	Date of payment	
<b>18.</b>	In favor of	
<b>19.</b>	Payable at	(With Supporting document attached)
<b>20.</b>	Additional details (if any) with supporting documents needed by the nodal agency to be furnished in accordance with the extant CERC/RERC Regulation	(Upload documents as per Clause 6.4)
<b>21.</b>	Details of Bank Guarantee (only for Long Term GEOA) (i) Name of Bank (ii) Date of BG (iii) Amount (iv) Validity	Original Bank Guarantee to be submitted in the office of CE(NPP&RA) RVPN. Scanned copy to be uploaded.
<b>21.</b>	Declaration	
<b>a)</b>	It is hereby certified that all agencies (including buyer, seller, trader etc.)to the transaction shall abide by the provisions of the Rajasthan Electricity Regulatory Commission (Green Energy Open Access) Regulations'2025.	
<b>b)</b>	The Applicant hereby agrees to pay all the relevant charges applicable to him in terms of the Rajasthan Electricity Regulatory Commission (Green Energy Open Access)Regulations'2025 and Regulations under the Act.	
<b>c)</b>	The Applicant hereby agrees to keep the SLDC, STU, Transmission Licensee and Distribution Licensee indemnified at all times and undertakes to indemnify, defend and save the concerned SLDC, STU, Transmission Licensee and Distribution Licensee harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions under this Approval.	
<b>22.</b>	Any other information/details that may be required by the concerned Transmission Licensee(s)/STU/ SLDC/ Distribution Licensee shall be provided promptly by the Applicant.	

**Procedure for Grant of Green Energy Open Access**

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<b>23.</b>	Place	
<b>24.</b>	Date	
<b>25.</b>	Name of the Authorized person	
<b>26.</b>	Designation	

**ANNEXURE-C**

**Intimation for Grant of Long/ Medium Term Green Energy Open Access (LTOA/MTOA)**

M/s.....(Name of Applicant)  
Address:.....  
.....

Kind Attn: Shri.....(Name of Contact Person).

Sub: Grant of Long/Medium Term Open Access to M/s.....(Name of Applicant)  
for.....MW Power in InSTS.

Ref: Application No.....dt.....of M/s.....(Name of Applicant)  
for grant of LTOA/MTOA

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On the above cited subject, please refer your application no. .... for Long/Medium term Green Energy Open access under ..... category on intra state transmission system and/or distribution system under RERC(Terms and Condition for Green Energy Open Access) Regulations, 2025 and other related regulations as amended from time to time. LTOA/MTOA for ..... MW power from .....to ..... w.e.f. ....to ..... is hereby allowed.

The above open access is allowed subject to the condition that .....

You are requested to please deposit the security amount and execute the Open Access Agreement in the prescribed manner as per provisions of RERC (Terms and Condition for Green Energy Open Access) Regulations 2025 available at [www.erc.rajasthan.gov.in](http://www.erc.rajasthan.gov.in). The Superintending Engineer (NPP&RA) RVPN, Jaipur is the authorized signatory to execute this agreement on behalf of RVPN. Please furnish proper authorization and stamp papers for execution of aforesaid agreement.

Please note that above agreement shall be executed within 30 days of this consent letter failing which GEOA allowed to you shall be treated as deemed cancelled and Bank Guarantee shall be forfeited.

Chief Engineer  
State Transmission Utility

**“NO OBJECTION CERTIFICATE (NOC) OF RAJASTHAN RAIYA VIDYUT PRASARAN NIGAM LTD.”**

- NOC No : \_\_\_\_\_ Dated \_\_\_\_\_
1. Name of the STU issuing NOC : \_\_\_\_\_
2. Region : \_\_\_\_\_
3. Name of the Entity : \_\_\_\_\_
4. Status of Entity : \_\_\_\_\_
5. Point(s) of Connection : \_\_\_\_\_
6. Max. MW ceiling allowed for Drawal: \_\_\_\_\_
7. Start Date of NOC : \_\_\_\_\_
8. End Date of NOC : \_\_\_\_\_
9. Transmission losses (besides ISTS Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Any other losses		

10. Transmission charges (besides ISTS Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./kW/month)
State Transmission charges		
Any other charges – Distribution Licensees charges		

**Declaration:**

It is hereby certified that:

- a) We have “No Objection” to seeking and availing GNA by \_\_\_\_\_ through ISTS upto the \_\_\_\_\_ MW ceiling as specified above, in accordance with applicable regulations of CERC and RERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The State network has the required transfer capability for transfer of power as per specified ceiling.
- c) The transmission Charges for the use of State network and Operating Charges for the State Load Despatch Centre shall be directly settled by \_\_\_\_\_ with us.

**Procedure for Grant of Green Energy Open Access**

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- d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State's composite dues into the Regional Pool Account.
- e) Any mismatch between the Scheduled and Actual drawal for the Intra-State Entity shall be determined by us and will be covered in the Intra-State DSM accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- g) We shall disburse the Transmission Charges for use of the State Network to the State Transmission Licensee(s) directly.
- h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, at least 180 days prior to the day of transaction. In such cases, the RLDC(s)/NLDC shall also be informed simultaneously.

Signature

(Authorized Signatory of STU)

Name

Designation

Place:

Phone No.:

Date:

-----On non-judicial stamp paper of Rajasthan State of Rs. 500/-----

**AGREEMENT FOR LONG TERM/MEDIUM TERM GREEN ENERGY 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 Green Energy Open Access of State Transmission System (the "Agreement") is made on \_\_\_\_\_ day of \_\_\_\_\_ '20\_\_.

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 green energy open access on transmission system of RVPN and/or wheeling power on distribution system of \_\_\_\_\_ Distribution Licensee to the extent of \_\_\_\_\_ MW from \_\_\_\_\_ (point of injection) to \_\_\_\_\_ (point of drawl) as detailed at Annexure-1 under the provisions of Rajasthan Electricity Regulatory Commission (Terms & Conditions for Green Energy Open Access) Regulations, 2025 as amended from time to time and furnished required documents including copy of Agreements for power injection/drawl, 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 green energy open access on the following terms & conditions:

(a) -----

**Procedure for Grant of Green Energy Open Access**

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- (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 green energy open access submitted by Open Access Customer.
- (ii) Confirmation for abiding and complying with the Terms and Conditions for availing long term/medium term green energy open access.
- (iii) RVPN’s Letter allocating the Long Term/Medium Term green energy Open Access Capacity subject to conditions mentioned therein.
- (iv) RERC (Terms and Conditions for Green Energy Open Access) Regulations, 2025

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/drawl. The agreement to be executed with distribution licensee shall provide for commercial accounting of excess/less injection/drawl vis-a-vis scheduled dispatches/drawls.

Provided further that when such open access permitted by RVPN involves different distribution licensees at the point of injection & drawl, 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 Green Energy Open Access) Regulations, 2025 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 Green Energy Open Access) Regulations, 2025 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**

## **Procedure for Grant of Green Energy Open Access**

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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.

- (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 Green Energy Open Access) Regulations, 2025 as amended from time to time.
  - (a) Open Access Consumer shall pay/receive for the reactive energy charges, in accordance with Regulations/ order(s) passed by the Commission from time to time.
  - (b) The Open Access Customer connected to transmission/ distribution network of the State licensees agrees to pay deviation charges as per RERC (Forecasting and Scheduling and Related Matters for Solar and Wind Generating Sources) Regulations' 2017 as amended from time to time.
  - (c) The open access customer agrees to pay SLDC fee and charges including scheduling and operating charges and Deviation Settlement Charges as per relevant orders or Regulations of the Commission.
  - (d) Cross Subsidy Surcharge as determined by the Commission.
  - (e) Additional Surcharges as determined by the Commission.
  - (f) Banking Charge as determined by the Commission.
  - (g) Standby Charge as determined by the Commission.
  - (h) Any other charges as decided by the Commission from time to time.
- (v) Rebate on Prompt Payment:  
Rebate on prompt payment shall be allowed as per RERC Tariff Regulations, 2025 and as amended from time to time.
- (vi) 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 as specified in RERC Tariff Regulations, 2025 and as amended from time to time.
- (vii) The Open Access Customer shall be responsible for payment of all charges such as Transmission charges /Wheeling charges /SLDC charges /Reactive Energy charges /UI/ Deviation charges/Cross subsidy Surcharge /Additional surcharge/LPS/ Incentive etc. to STU/SLDC/Distribution Licensee and other charges as applicable.

- (viii) Subject to the provisions of RERC (Terms & Condition of Green Energy Open Access) Regulations, 2025, 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 Green Energy Open Access) Regulations, 2025 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, interface 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 Green Energy Open Access) Regulations, 2025, CEA (Metering) Regulations, 2006, and RERC (Metering) Practice Directions'2021 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.
- (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 equipment 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, inspection, calibrating, sealing and settlement, etc. shall be governed by RERC (Terms & Condition of Green Energy Open Access) Regulations, 2025, CEA (Metering) Regulations, 2006, and RERC (Metering) Practice Directions'2021 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 Green Energy Open Access) Regulations, 2025 and RERC 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, 2023, CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007, RERC (Rajasthan Electricity Grid Code) Regulations 2024, Supply Code and other codes and standards 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 Green Energy Open Access) Regulations, 2025 and RERC Open Access Regulations'2016 as amended from time to time

#### **11. Transmission Performance Standards**

Both the parties agrees 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 Green Energy Open Access) Regulations, 2025, 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 & Suspension**

- (i) In the event of defects in metering and communication system resulting in failure to communicate real time data flow to SLDC 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.

**Procedure for Grant of Green Energy Open Access**

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(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. Cancellation of Open Access**

- (i) Upon non-compliance of RERC Regulations and STU procedure the access shall be cancelled.
- (ii) Upon non-payment of any charges applicable under the provisions of the regulations, the application and the access shall be cancelled. In the event of default in payment of any charge or sum of money payable under these Regulations and/or Procedures, the STU or the Transmission Licensee may discontinue Open Access and/or disconnect the defaulting entity after giving the Consumer or Generating Station or Licensee, as the case may be, notice of fifteen days, without prejudice to its right to recover such charges in accordance with the provisions of the Act
- (iii) In the event of default in payment of charges due to it, the SLDC may refuse to schedule power to the defaulting entity, and direct the Distribution or Transmission Licensee as the case may be to disconnect such entity from the grid.
- (iv) In the event of default in payment of charges due to it, Distribution Licensee may request SLDC and Transmission Licensee to disallow the open access to the defaulting entity/ disconnect such entity from the grid as the case may be.

**19. 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 25 of the RERC (Terms & Conditions for Green Energy Open Access) Regulations, 2025.

20. 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 Ltd.

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In the presence of

1

2

For and on behalf of

Long Term/ Medium Term Green Energy  
Open Access Customer

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In the presence of

1

2

**WHEELING AND BANKING AGREEMENT FOR LONG TERM/MEDIUM TERM OPEN ACCESS  
IN CASE OF DISTRIBUTION SYSTEM**

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 Green Energy Open Access] Regulations, 2025; [herein after referred to as GEOA Regulations], from \_\_\_\_\_(point of injection) (at \_\_\_\_kV) to \_\_\_\_\_(point of drawl) (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.

WHEREAS as the Rajasthan Renewable Energy Corp. Ltd. vide letter no. \_\_\_\_\_ dt \_\_\_\_\_ has permitted the Power Producer/Developer to set up RE Power plant under "Rajasthan Renewable Energy Policy" issued by Government of Rajasthan and amended time to time.

AND, WHEREAS, the Power Producer/Developer desires to set - up RE energy based power plant of MW Capacity at Village \_\_\_\_\_, Tehsil \_\_\_\_\_ District \_\_\_\_\_ using new RE electric generators to produce the electric energy and use the entire power for captive purpose at its units by wheeling of entire power through grid. Total Drawl from all sources at their unit \_\_\_\_\_.

And WHEREAS, in accordance with 'GEOA 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.

## Procedure for Grant of Green Energy Open Access

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:

1. Definitions

In this agreement, unless the context otherwise requires:

- a. "Act" means the Electricity Act, 2003 [Act No.36 of 2003];
- b. "ABT Compliant Meter" means metering system specified under regulation 13 of Green Energy open access Regulations 2025 along with AMR facility for providing online data;
- c. "Banking" means the surplus green energy injected in the grid and credited with the distribution licensee by the Green Energy Open Access Consumers and that shall be drawn along with charges to compensate additional costs, if any.
- d. "Commission" means the Rajasthan Electricity Regulatory Commission;
- e. "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;
- f. "Grid Code" means the Rajasthan Electricity Grid Code specified by the Commission;
- g. "SLDC" means the Rajasthan State Load Dispatch Center at Heerapura, Jaipur –functioning under Sub-section [1] of Section 31 of the Act;
- h. "Terms & Condition for Supply of Electricity" means the Terms and Condition for Supply of Electricity – 2021 issued by the Distribution Licensee and includes amendments made therein from time to time;

Words and expressions used in this Agreement but not defined herein shall have meaning assigned to them in the Electricity Act, 2003, and the Rajasthan Electricity Regulatory Commission (Terms & Conditions for Green Energy Open Access) Regulations, 2025, Terms & Condition for Supply of Electricity – 2021.

2. This agreement is in three parts, conditions of part 1 & 2 applies for open access supply & standby supply respectively, while conditions of part 3 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 drawl (K. No. \_\_\_\_\_, A/C No. \_\_\_\_\_) 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 GEOA 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 and Banking charges 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

## Procedure for Grant of Green Energy Open Access

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 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 – 2021 read with GEOA Regulations, 2025. 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 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 and central billing station/Distribution Licensee with two communication channels on real time basis.
- d. The Open Access Customer shall have round the clock facility of communication with SLDC/Distribution Licensee 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, RUVITL, supplier end Distribution Licensee and to the consumer end Distribution Licensee.

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 co-terminus 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.

## **Procedure for Grant of Green Energy Open Access**

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In case of termination, charges as provided in the Green Energy Open Access Regulations 2025 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 : Stand by Supply**

14. Whereas the Open Access Customer has requested the Distribution Licensee to supply power during the shut down of generating station at----- with electrical energy at the consumer's premises situated at-----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.
15. 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/\_\_\_\_\_]. However, provisions of excess demand charges shall not apply during the period to which part II of the agreement is applicable.
16. Tariff applicable for stand by supply shall be as per the provisions of GEOA Regulations 2025.
17. In case open access supply under Part I is suspended, standby supply under part II 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 II shall be restored back as existing before the suspension.
18. The enhanced contract demand, as per clause 18, may be got reduced by giving 30 days notice by the open access customer, but not before the expiry of 1 year.
20. Defaults & termination
  - (i) This agreement shall be co-terminus 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.

## Procedure for Grant of Green Energy Open Access

21. 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 18.

### **PART - III : General :**

22. The electrical energy at drawal point supplied under Part I & II 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.
23. The point of supply and the metering drawal point shall be at the RVPN's / Nigam's substation at \_\_\_\_\_ or at consumer end.
24. 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 SLDC 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.
25. 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 as determined by the Commission in the Tariff Order from time to time.
  - 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 along with 25(1)(d) above.
  - g. Reactive energy charges for open access supply at the rates specified by the CERC from time to time.
  - h. The Unscheduled Interchange/DSM charges shall be paid in the manner as directed by the State Load Despatch Centre
- (2) The consumer end Distribution Licensees shall prepare the provisional energy account based on the injection schedule, drawal schedule, and meter readings and contract demands for HT power and standby & start up supply and serve monthly bills. The provisional bill shall be served in the first week of the month
- (3) Interconnection, Delivery Point and Metering/ Grid Interfacing
- (i) The Power Producer/Developer at its own cost or in association with other Power Producer/Developers would set up and maintain the requisite power injection system up to the interface point at RVPN/ Distribution Licensee's \_\_\_\_\_ through Power Producer/Developer \_\_\_\_\_ common Pooling station as per specifications approved by RVPN vide letter no \_\_\_\_\_.
  - (ii) RE energy Developer shall be responsible for development of evacuation and dedicated

## **Procedure for Grant of Green Energy Open Access**

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transmission arrangement up to pooling station and beyond pooling stations till the nearest Grid substation.

- (iii) Distribution Licensee/RVPN has the right to connect any additional loads on the interconnection-feeder without adversely affecting the interests of the existing power Producer/Developer/generating companies on the same feeder.
- (iv) Till such time the common delivery point and injection facilities are ready the Power Producer/Developer is allowed for injection of power generated into Distribution System /State Grid provided with appropriate metering. The Power Producer/Developer shall furnish the electrical layout showing the alternate arrangement for injection of power into the State Grid/Distribution System for approval by RVPN/Distribution Licensee as the case may be and shall abide by the arrangement approved by RVPN/Distribution Licensee.
- (v) All the parties agree that power generated from the RE Power shall be fed to the State Grid to the extent power evacuation system is available. The decision of RVPN/ concerned Distribution Licensee about the extent of power evacuation facility available in the system shall be final and binding on the Power Producer/Developer and no compensation on this account shall be admissible.
- (vi) It is further agreed that proper evacuation system required for evacuating power from the project is being created. Till proper evacuation network is in position, RVPN/ Distribution Licensee do not assume any responsibility for full and reliable evacuation of power from existing network. Therefore till the pooling station is created as per plan, there may be restrictions in power evacuation and the Power Producer/Developer shall restrict injection of power in the State Grid/Distribution System to the extent evacuation capacity is available as determined by RVPN/ Distribution Licensee(s).
- vii) The equipment's and protection schemes installed in Developer's line bays at RVPN's sub-station as well as in Developer's own sub-station are required to be coordinated with overall systems and protection schemes. As such salient parameters of specifications of major equipment and protection schemes being provided by Developer should be got approved from PP&D wing of RVPN.
- viii) The power delivered by the Power Producer/Developer at the Delivery Point shall conform to the parameters and technical limits as specified at Annexure 'A' attached with this WBA.
- ix) The Power Producer/Developer will install necessary current limiting devices such as Thyristors etc. if required. The Power Producer/Developer shall provide protection system in compliance to Grid Code requirement for short circuit level, neutral grounding, current unbalance, limiting of harmonics, fault clearing time etc. as per data provided by RVPN and / or Distribution Licensee authorities after deciding the place of interconnection. A generating unit may be synchronized to the State Grid/Distribution System, when the Power Producer/Developer has obtained permission for synchronization after meeting system requirements and such generating unit complies with prudent utility practices.
- x) The power Producer/Developer will provide capacitors of sufficient rating in the system so that the average monthly power factor is maintained above 0.95(lagging), however the capacitors shall be switched on/off as per voltage profile of grid as directed by state load dispatch center and the pf should not be allowed to go on leading side
- xi) The active/reactive energy drawn from the State Grid/Distribution System shall not be used for any other purposes except for RE Plant.
- xii) Notwithstanding any provision contained in the Agreement, the Power Producer/ Developer shall comply with the Grid Code, Load Despatch & System Operation Code, Metering Code, Performance Standards, Protection Code and Safety Code etc. as applicable from time to time in the State of Rajasthan.
- xiii) The Power Producer/Developer shall abide by the RVPN Connection Conditions as applicable from time to time.
- xiv) The Power Producer/Developer shall also provide suitable protection devices/ controls as may be required by RVPN and/or Distribution Licensee so that the Generating Units of the Power Stations could be isolated automatically when the Grid supply fails.
- xv) RVPN /Distribution Licensee(s) shall evacuate all the delivered energy. However, the State Load

## Procedure for Grant of Green Energy Open Access

Despatch Centre of RVPN looking to system requirement may direct the Power Producer/Developer to temporarily curtail or stop its electricity generation without any liability on account of:

- a) Inspection/repair/maintenance of RVPN and/or Distribution Licensee Grid System and associated equipment or under forced outage conditions;
  - b) Safety of equipment and personnel of the RVPN and / or Distribution Licensee(s).
  - c) Any other technical requirement to maintain the Grid discipline and security
- xvi) In the event of abnormal voltage conditions, RVPN/Distribution Licensee will have right to ask to the Power Producer/Developer/Developer for regulating the reactive power generated by the RE Generator as per system requirements.
- xvii) RVPN/ Distribution Licensee shall disconnect the interconnection of Power Plant from State Grid/Distribution System in case of default of the Power Producer/Developer to comply with any of the provisions of WBA including technical parameters of supply as prescribed in Annexure 'A' of the WBA and such disconnection will continue till default continues.

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.

### 26. 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.

27. 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.

### 28. 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, RUVITL, 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.

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 the pricing mechanism as specified below:

- (i) In case the green energy open access consumer is unable to procure/schedule power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission systems and the like, standby arrangement shall be provided to Green Energy Open Access consumer by the distribution licensee of the area and the licensee shall be entitled to collect Standby charges as specified by the Commission.

Provided that the applicable standby charges shall be Twenty-Five per cent of the energy charges applicable to consumer tariff category.

Provided further that the standby charges shall be in addition to the applicable tariff on standby energy supplied by the Distribution Licensee to the Green Energy.

Provided also that the standby charges shall not be applicable, if the green energy open access consumer has given notice, in advance, at least a day in advance before closure time of Day Ahead Market (DAM) on "D - (minus) 1" day, 'D' being the day of delivery of power for standby arrangement to the distribution licensee.

- (ii) 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, 2025 and Procedure issued there under. However in case the consumer is having stand by supply agreement, the excess drawal beyond admissible contract demand upto stand by contract shall be considered under standby 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 standby supply, then the billing shall be made for full standby supply contract demand as per the temporary tariff and balance towards regular supply contract.
- (iii) Any over drawal 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 (NDS) category as determined by the Commission from time to time;

**29 Indemnification**

Each party shall indemnify, defend and hold harmless the other, its Directors and Chairman of the Companies partners, assignees, trustees, agents, officers and employees, against all claims, demands, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by such party under the WBA except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other party, its contractors, servants or agents. The obligations contained in this Article shall survive the termination of the WBA.

**30 Insurance**

Throughout the term of the WBA, the Power Producer/Developer, at their own cost and expense, shall maintain and keep in full force the following:

Insurance of the power plant and interconnection facilities against all loss or damage of the kinds usually insured against by operators similarly situated, by means of insurance policies issued by reputable insurance companies with uniform standard coverage endorsement at that time, in amounts and with such deductible provisions as determined by the Power Producer/Developer. The Power Producer/Developer may insure or cause to be insured such property under a blanket insurance policy in such amounts as determined by it; Public liability insurance with respect to the power plant and interconnection facilities with one or more reputable insurance companies for death or bodily injury and property damage resulting from the operations of the generation facility or plant; Statutory workers compensation insurance and employer's liability insurance; and any other insurance that may be required pursuant to a financing agreement or statutory requirement.

**31. Force Majeure**

Force Majeure means any event or circumstance which is beyond the reasonable direct or indirect control without the fault or negligence of the Developer / Power Producer and which results in Developer's /Power Producer's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, burglary, ionizing radiation or contamination, government action, inaction or restrictions, accidents or an act of God or other similar cause. Circumstance, which may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, war or other forces, accidents or an act of

**Procedure for Grant of Green Energy Open Access**

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God or other similar causes beyond the control, if such event or circumstance is beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming Force Majeure and which results in such Party's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part.

The Party rendered unable to perform by reason of Force Majeure shall notify the other Party of such circumstance and shall exercise due diligence to end the inability as promptly as practicable. The time frames for performance shall be extended by the number of days that performance is excused due to Force Majeure. In the event of the Force Majeure conditions preventing the plant from resuming the commercial operations for a period in excess of one hundred days, the party shall consult in good faith as to the best course of action. If it is found that it is impossible to resume commercial operation of the plant, and then the party rendered unable to perform its obligations may serve a notice for termination of the WBA.

Neither Party shall be entitled for claiming compensation for damages or loss in the event of Force Majeure or in case of the following events:-

- o Planned shutdown(s) for the maintenance of the Interconnection system and associated transmission lines as may be mutually agreed; and
- o Failure of grid supply due to reasons beyond the control of the RVPN / Distribution Licensee(s).

**32. Change of Law**

WBA has been executed in pursuance to the Policy for Promoting Generation of Electricity from Renewable Power issued by Government of Rajasthan time to time, Open access Regulation 2016 and amended from time to time and Green Energy Open Access Regulation'2025 and amended from time. Any change consequent to such Act, Policies, Rules, Regulations and regulatory directions shall be binding and will have to be complied with by all parties.

**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 25 of the RERC (Terms & Conditions for Green Energy Open Access) Regulations, 2025.

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

39. 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

For and on behalf of  
Open Access Customer

In the presence of

1.

2.

In the presence of

1.

2.

**ANNEXURE-G**

**SUPPLEMENTARY AGREEMENT FOR OPEN ACCESS TO TRANSMISSION SYSTEM**

## Procedure for Grant of Green Energy Open Access

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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.\_\_\_\_\_ (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 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 established the above change as non-material and thus 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 drawl 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/ point of injection/ point of drawl 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.

**Procedure for Grant of Green Energy Open Access**

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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.

In the presence of

- 1.
- 2.

**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

**Procedure for Grant of Green Energy Open Access**

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agreement.

5. The agreement shall be effective from \_\_\_\_\_ [specify date] or the date on which provision of above clauses are \_\_\_\_\_, whichever is later.
6. The agreement shall remain in force upto \_\_\_\_\_ 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 upto\_\_\_\_\_.
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

For and on behalf of  
Open Access Customer.  
In the presence of

1.

1.

2.

2.

**NO OBJECTION CERTIFICATE (NOC) FROM DISTRIBUTION LICENSEE**

**Name and address of Distribution licensee**

Dispatch No.

Dated

1	Application No.:	Date	Applicant Type: CPP/Third Party
2	Applicant Name:		
3	Address:		
4	Applicant detail: K. No. _____	Contract Demand _____	
	Type of RE Plant: _____	Installed Capacity of RE Plant: _____	Installed Capacity of BESS _____
5	NOC issued for GEOA : (LTOA/MTOA/STOA)		

5	Buyer/Seller Details		
		Injecting Entity	Drawee Entity
	Name of Entity		
	Entity in which connected		
	Contract Demand		

6	NOC requested from Distribution Licensee				
	Date		Hours		MW
	From	To	From	To	

7	NOC accorded by Distribution Licensee				
	Date		Hours		MW
	From	To	From	To	

Reasons for curtailed NOC or refusal :

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It is hereby certified that the applicant has fulfilled eligibility criteria for applying GEOA as per Clause 5 of the Procedures and RERC (Terms and conditions for Green Energy Open Access) Regulations'2025.

**Signature (With Stamp)  
Name & Designation**

**CERTIFICATE REGARDING INSTALLATION OF ABT METERS**

To be issued by STU/Distribution Licensee  
(To be issued separately for injection and drawal points)

**Letter No.**

**Dated**

**Certificate**

It is certified that ABT compliant meters are installed as per relevant regulations at \_\_\_\_\_  
\_\_\_\_\_ (Name/location of injection/drawal point and injecting/drawee entity).

Details of CT, PT & ABT meters are as under:

1. Location: (Generation/consumer's location)

Equipment details	Serial No.	Make	Rating	Class

2. Location: (Injection/Drawal points)

Equipment details	Serial No.	Make	Rating

Seal and Signed by Authorised Officer  
Of STU/Distribution Licensee(s)

**FORMAT OF BANK GUARANTEE FOR LONG TERM OPEN ACCESS**

*(On appropriate value of stamp paper as per Rajasthan Stamp Duty Act should be purchased*

*In the name of Bank)*

**BANK GUARANTEE FOR LONG TERM OPEN ACCESS**

To

The Chief Engineer (NPP&RA),  
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,  
Vidyut Bhawan, Janpath, Jyoti Nagar,  
Jaipur, Rajasthan-302005

Guarantee No. \_\_\_\_\_ Dt \_\_\_\_\_

Amount \_\_\_\_\_

Dt of validity \_\_\_\_\_

Dt. of validity with grace period \_\_\_\_\_

Dear Sir,

In consideration of the Rajasthan Rajya Vidyut Prasaran Nigam Limited, (hereinafter referred to RVPNL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) and \_\_\_\_\_ (Name of Long Term Open Access Customer/ consumer) having applied for Long Term Open Access (LTOA)/issuing NOC for Long Term Open Access (LTOA) with its registered/Head office at \_\_\_\_\_ (hereinafter referred to as the "LTOA Customer/ Consumer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns).

WHEREAS it has been agreed by the LTOA Customer/Consumer that in case of failure/delay in abiding various terms and conditions required as per RERC (Terms & Conditions for Green Energy Open Access) Regulations, 2025, on the subject RVPNL shall have the right to collect at the rate of Rs. 10,000/MW (Rupees Ten Thousand only/ MW) for total scheduled injection by LTOA Customer/Consumer.

AND WHEREAS as per the RERC (Terms & Conditions for Green energy Open Access) Regulations, 2025, LTOA Customer/ Consumer is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as a security for fulfilling its commitments to RVPNL as stipulated under Clause 16 (1)(d) of the aforesaid Regulation.

We \_\_\_\_\_ (Name of the Bank) a banking company incorporated under \_\_\_\_\_, having their Registered Office at \_\_\_\_\_ and acting through its Branch office at \_\_\_\_\_ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the RVPNL on demand any and all monies payable by the LTOA Customer/Consumer to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid any time up to a period of One Year without any demur, reservation, context, recourse or protest and/ or without any reference to the LTOA Customer/Consumer.

Any such demand made by the RVPNL on the Bank shall be conclusive and binding notwithstanding any difference between the RVPNL and the LTOA Customer/Consumer or any dispute pending before the Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the RVPNL and further agrees that the guarantee herein contained shall continue to be enforceable till the Commencement of Long Term Open Access and until RVPNL discharges this guarantee. However not later than expiry date of this

## Procedure for Grant of Green Energy Open Access

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guarantee.

The RVPNL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said regulation by the LTOA Customer/Consumer. The RVPNL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTOA Customer/Consumer, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the RVPNL and the LTOA Customer/Consumer or any other course or remedy or security available to the RVPNL. The Bank shall not be released of its obligations under these presents by any exercise by the RVPNL or its liberty with reference to the matters aforesaid or any of them or by reason of any other act or omission or commission on the part of the RVPNL or any other indulgence shown by the RVPNL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the RVPNL at its option shall be entitled to enforce the Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTOA Customer/Consumer and notwithstanding any security or other guarantee the RVPNL may have in relation to the LTOA Customer/Consumer liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force upto and including One Year and shall be extended from time to time for such period, as maybe desired by RVPNL on whose behalf this guarantee has been given.

ALL CLAIMS UNDER THE GUARANTEE WILL BE PAYABLE AT JAIPUR.

- (1) All disputes arising under the said guarantee, between the Bank and the Nigam or between the Contractor and the Nigam pertaining to this guarantee shall be subject to the jurisdiction of courts, only at Jaipur in Rajasthan alone.
- (2) Unless demand or claim in writing is presented on the ..... (mention the branch of the bank situated in Jaipur at which the claim is payable) Bank on or before..... (date), the Bank shall be released and discharged from all liabilities there under.
- (3) The Guarantee here in contained shall not be affected by any change in the constitution of the Contractor or Bank.
- (4) The Chief Engineer includes Additional Chief Engineer and any other Officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Jaipur.
- (5) The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Chief Engineer (NPP&RA), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. in writing.

FOR (Name of Bank).

SEAL AND SIGNED BY AUTHORISED SIGNATORIES

**Procedure for Grant of Green Energy Open Access**

**ANNEXURE-I**

**ACCEPTANCE OF GREEN ENERGY SHORT TERM OPEN ACCESS  
AND SCHEDULE OF PAYMENT**

Acceptance No.  
Ref: Original Application No.  
1 Name of applicant  
2 Name of injecting Entity  
3 Name of Drawee Entity  
4 Open Access Requested:

Date:  
ate:  
Registration Code:

DATE		HOURS		Capacity (MW)	MWh
From	To	From	To		

5 Open Access Approval:

DATE		HOURS		Capacity (MW)	MWh
From	To	From	To		

6. Payment Schedule

Payment Due Date:			
a) Transmission Charges to be paid to RVPN	Rate(Rs/MWh)	MWh	Total(Rs)
intra-state			
<b>Total(a)</b>			
<b>b) Other Charges</b>			
<b>i) Cross Subsidy Surcharge</b>			
AVVNL/JVVNL/JdVVNL			
<b>ii) Additional Surcharge (If any)</b>			
AVVNL/JVVNL/JdVVNL			
<b>iii) Wheeling Charges</b>			
AVVNL/JVVNL/JdVVNL			
<b>Total of (b) (i.+ii+iii)</b>			
<b>c) SLDC Charges</b>			
	Rate(Rs/Day)	Number of days	Total(Rs)
SLDC			
<b>Totalof(c)</b>			
<b>d) Any other Charges</b>			
<b>Grand Total (a+b+c+d)</b>			

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

8 This approval is subject to provisions of RERC (Terms and Conditions for Green Energy Open Access) Regulations, 2025 and procedure issued there under.

To  
. <Applicant>

Signature:  
Name & Designation  
Date

