

DETAILED PROCEDURE FOR GRANT OF CONNECTIVITY & OPEN ACCESS IN INTRA-STATE TRANSMISSION SYSTEM

1. Introduction:

- 1.1 The Kerala State Electricity Regulatory Commission notified KSERC (Connectivity and Intra-state Open Access) Regulations, 2013 in accordance with the provisions under Sections 39, 40, 42 and 181 of Electricity Act, 2003 for providing Open Access for generating companies, licensees and different classes of consumers in the State.
- 1.2 This detailed procedure is framed as per provisions under the KSERC (Connectivity and Intra-state Open Access) Regulations, 2013 with the objective of enabling optimal utilisation of capacity available in the State Transmission and Distribution System by various users while ensuring safety, security, stability and integrated operation of the power system in the State.
- 1.3 This detailed procedure shall apply to the grant of connectivity, short-term, medium-term and long-term open access to any user or open access customer in the intra-state transmission and distribution network.
- 1.4 Words and expressions used in the detailed procedure and are defined in the Electricity Act, 2003 Kerala State Electricity Grid Code, 2005 KSERC (Connectivity and Intra-state Open Access) Regulations, 2013 and Kerala Electricity Supply Code, 2014 will have the same meaning as defined therein.
- 1.5 This detailed procedure shall come into effect from the date notified by the Kerala State Electricity Regulatory Commission.

GRANT OF CONNECTIVITY AND MODIFICATIONS IN EXISTING CONNECTIVITY

2. Eligibility and making Application for Connectivity

- 2.1 Application for grant of connectivity to intra-state transmission system can be made by:-
 - (a) A Generating station of installed capacity 12 MW and above.
 - (b) A captive generating plant intending to inject more than 12 MW to the grid.
 - (c) A consumer or a distribution licensee who intends to avail supply of a minimum contracted load of 12 MVA.
- 2.2 Application for grant of connectivity to the distribution system within the State can be made by :-
 - (a) A Generating station having an installed capacity up to 12 MW.
 - (b) A captive generating plant intending to inject power up to 12 MW.

- (c) A consumer or a distribution licensee who intends to avail supply up to a contracted load of 12 MVA.
 - (d) In case the Connectivity cannot be granted at the appropriate voltage level specified in the Kerala Electricity Supply Code, 2014, then Connectivity shall be granted at an appropriate higher voltage and in such case the nodal agency for the distribution licensee shall transfer the application to the State Transmission Utility, if found required.
- 2.3 The applicant (Generator/consumer/licensee) already connected to grid (transmission or distribution network) or for which connectivity is already granted under the present arrangement, shall not be required to apply for connectivity for the same capacity. In case of enhancement of capacity of generator or contracted load of consumer, however, it shall be required to make application for modified connectivity as per the provisions of these procedures as in the case for new connectivity. In the case of embedded consumers fresh application is not required if the load availed under open access is varied, subject to the condition that the sum of load under open access and the load availed from distribution licensee is within the contract demand of the consumer.
- 2.4 The nodal agency for grant of Connectivity, Long-term open access and Medium-term open access to the intra-state transmission system shall be the STU i.e. Kerala State Electricity Board Limited (KSEB Ltd).
- 2.5 The nodal agency for grant of Connectivity to the distribution system shall be the appropriate distribution licensee, including KSEB Ltd.
- 2.6 The applicant for connectivity to intra-state transmission system is required to follow the provisions of Kerala State Grid Code, 2005 as amended from time to time or its statutory re-enactment as notified by the Commission. Similarly the applicant for connectivity to the distribution system within the State is required to follow the provisions of the Kerala Electricity Supply Code, 2014 as amended from time to time or its statutory re-enactments as notified by the Commission or the State Distribution Code notified/approved by the Commission.
- 2.7 Applicant granted “Connectivity” will be required to sign “Connection Agreement” with the nodal agency within 30 days of issuing the Connectivity. In case the connectivity is granted to the distribution system of a distribution licensee other than KSEB Ltd, a tripartite agreement shall be signed between the applicant, the KSEB Ltd and such distribution licensee, for collection and disbursement of various charges prior to availing any form of open access. After signing of the Connection Agreement, Nodal Agency will provide a copy of the same to concerned SLDC, Kalamassery.

- 2.8 The grant of connectivity does not provide the applicant any right for transfer of power with the grid unless and until an open access for such transfer of power is obtained separately by the applicant as laid down in the regulations and this procedure.

3. Documents required to be submitted with the application for Connectivity by Generating Station

- 3.1 In order to assess preparedness of applicant making application for the connectivity, an applicant is required to submit along with its application, documents in support of having initiated specific actions for project preparatory activities in respect of matters mentioned in (i) to (v) below.

- a) Site identification and land acquisition: The applicant shall inform land required for the generation project along with extent to which the same have been acquired and taken possession of. The "Requirement" of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance.

In case of land to be acquired under the Land Acquisition Act 1894, the applicant shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act 1894. In all other cases, the applicant shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land.

- b) Environmental clearance for the power station: The applicant shall have to inform status on submission of requisite proposal, for the environmental clearance, to the concerned administrative authority (first level submission).
- c) Forest Clearance (if applicable) for the land for the power station: The applicant shall have to inform status on submission of requisite proposal, for the forest clearance, to the concerned administrative authority (first level submission).
- d) Fuel Arrangements: Details on fuel arrangements, if required, shall have to be informed for the quantity of fuel required to generate power from the power station for the total installed capacity intended for connectivity.
- e) Water linkage: The applicant shall inform the status of approval from the concerned state irrigation department or any other relevant authority for the quantity of water, if any, required for the power station.

These evidences shall be supported by a sworn in affidavit by the generation project developer as per the format given at **FORMAT-C1**.

4. Documents required to be submitted with the application for Connectivity by Consumer

- 4.1 The applicant is required to submit such information and documents as prescribed for availing new connection in the Kerala Electricity

Supply Code, 2014 as amended from time to time or its statutory re-enactments as notified by the Commission, along with the application for connectivity.

5. Submission of Application

5.1 The procedure for applying for Connectivity to the Intra-State Transmission System in the case of all applicants and the procedure for applying for Connectivity to the Distribution System within the State by a Generating Station are detailed below. The procedure for applying for Connectivity to the Distribution System within the State in respect of applicants other than a generating station shall be in accordance with the Kerala Electricity Supply Code, 2014 as amended from time to time or its statutory re-enactments as notified by the Commission.

5.2 The application for Grant of Connectivity should be submitted in a sealed envelope with "Application for Grant of Connectivity" clearly marked on the envelope. The application for connectivity to Intra-State Transmission System shall be addressed to the following officers depending upon the geographical location required for connectivity and the voltage level at which connectivity is required,

1) Chief Engineer (Transmission -South)
Cabin no. 339, Vidyuthi Bhavanam
Pattom Palace P.O., Thiruvananthapuram

2) Chief Engineer (Transmission-North)
KSEB Ltd., Vidyuthi Bhavanam
Gandhi Road, Kozhikode - 11

The application for connectivity to distribution system shall be addressed to:

3) Chief Engineer (Distribution South)
KSEB Ltd., Power House
Thiruvananthapuram-695 023
Fax no.: 0471-2465321;
e-mail: cedstvm@gmail.com

4) Chief Engineer (Distribution Central)
KSEB Ltd., DH Road, Kochi
Ernakulam – 682 016
Fax: 0484 2366441;
e-mail: cedc@ksebnet.com

5) Chief Engineer (Distribution North)
KSEB Ltd., Vidyuthi Bhavanam
Gandhi Road, Kozhikode – 11
Ph no.: 0495 2766962, Fax no.: 0495 2766988

- 6) General Manager - Technical
Technopark, Technopark Campus
Thiruvananthapuram – 695 581
Fax: 0471 2700171;
e-mail:kvr@technopark.org
- 7) Chief Executive Officer
INFOPARK, “Athulya”
Kakkanad, Kochi, Kerala- 682 030
Phone – 0484 2415 217, Fax – 0484-2415240
e-mail – ceo@infoparkkochi.com
- 8) Resident Electrical Engineer,
Kinesco Power and Utilities Private Ltd.
Room Nos 302-306,2nd Floor, CFC Building,
KINFRA Park Office, Kusumagiri P, O,
Kakkanad, Kochi- 682030.
Fax 0484 2415222
e-mail:kinescopower@gmail.com.
- 9) Executive Engineer
Cochin Port Trust
Willington Island, Ernakulam
Ph No. 09388604701
e-mail: abdulrahim@cochinport.gov.in
- 10) Secretary-in-charge
Cochin Special Economic Zone Authority
CSEZ Administrative Building, Kakkanad, Ernakulam – 682 037
Ph no.: 0484 2413222; Fax no.: 0484 2413074
- 12) Manager,
Engineering Department - *Electrical Section*
Kanan Devan Hills Plantations Company (P) Ltd.,
KDHP House, Munnar, Idduki District, Kerala - 685612
Ph no.: 04868 255 000, Fax number: 04868 255 555
e-mail: navin.korath@kdhptea.co.in
- 13) Resident Engineer,
Rubber Park India (P) Ltd.,
2 A, Kautileeyam, Rubber Park Campus,
Valayanchirangara P. O, Pin 683 556
Phone / fax : (0484) 2655538, 2655548, 2657218
e-mail: me@rubberparkindia.org
- 14) Assistant Secretary,
Electricity Department,
Thrissur Corporation, Thrissur-680001
e-mail: electricitydepartment@yahoo.co.in

- 5.3 The application for Grant of Connectivity shall be made as per the application format for connectivity and shall contain details such as, geographical location, quantum of power intended to be drawn or injected, unit-wise commissioning schedule, etc. [**FORMAT-C-1 : “Application for Grant of Connectivity”**]. Application shall be accompanied by a non-refundable fee as specified hereunder.

Connectivity requirement	Application fee in Rs.
Upto 3 MVA	Rs 30,000/-
Above 3 MVA up to 12 MVA	Rs 50,000/-
Above 12 MVA up to 40 MVA	Rs 1,00,000/-
Above 40 MVA	Rs 2,00,000/-

- 5.4 Application fees are to be paid through DD or directly credited electronically through NEFT/RTGS (Real-time gross settlement). The details for payment of fees through DD or NEFT/ RTGS are given in **Annexure A**.
- 5.5. The proof of payment must be attached along with the application.
- 5.6 All applicants seeking connectivity to the intra-state transmission system shall have to furnish additional technical details as per format given at **FORMAT- C2**. These details are to be furnished at least 1 (one) year / 2 (two) years prior to physical interconnection for connectivity at 66kV & 110kV/220kV levels respectively, unless otherwise indicated by STU/KSEB Ltd. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
- 5.7 All applications received during a month shall be treated to have been made concurrently. All such applications received up to the last day of the month will be taken together for processing and will be treated as deemed to have received on the same day.
- 5.8 An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected.

6. Changes to the Application already made

- 6.1 Any material change in the location of the generation project/drawl point or change (by more than 10%) in the quantum of power to be interchanged with the intra- State transmission system or distribution system shall require filing of fresh application along with applicable fees and the already filed application shall be considered disposed and application fee shall be forfeited.

Provided that if the applicant files a new application incorporating revised particulars within fifteen days of the filing of the original application, then no application fees need to be remitted and the fees

already remitted shall be reckoned as the application fees for the revised application. However, the date of last revision will be considered as the date of filing of the application and application fees as applicable for the ultimate capacity is payable by the applicant.

- 6.2 If any applicant has already been granted connectivity but the process of construction of required transmission or distribution system has not yet started and the applicant subsequently applies afresh with material changes or change (by more than 10%) in the quantum of power to be interchanged, then the already granted connectivity shall stand canceled.
- 6.3 Application for any minor changes, i.e. material change in location or change in installed capacity (of upto 10%) shall have to be submitted in the same application format [**FORMAT-C1**: "Application for Grant of Connectivity"] marking Revision no. - X (X=1 for first revision and so on for subsequent changes, if any).

7. Grant of Connectivity

- 7.1 The procedure for grant of Connectivity to the Intra-State Transmission System in the case of all applicants and the procedure for grant of Connectivity for a Generating Station to the Distribution System within the State are detailed below. The procedure for granting Connectivity to the Distribution System within the State in respect of applicants other than a generating station shall be in accordance with the Kerala Electricity Supply Code, 2014 as amended from time to time or its statutory re-enactments as notified by the Commission.
- 7.2 On receipt of the application, the nodal agency shall, in consultation and through coordination with other agencies involved in intra-state transmission or distribution system to be used, process the application and carry out the necessary feasibility study in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and IEGC / State Grid Code.
- 7.3 The nodal agency, after considering all suggestions and comments received from other agencies involved in the intra-state transmission system and/or distribution system and State Load Despatch Centre and within thirty days from the last day of the month in which the application complete in all respects has been received shall:
 - (a) accept the application with such modification or such conditions as may be stipulated by other agencies which are not inconsistent with the regulations,
 - (b) reject the application for reasons to be recorded in writing, if such application is not in accordance with the provisions of the regulations or grant of connectivity is not technically feasible.

Provided that, before rejecting an application, opportunity of being heard shall be given to the applicant by issuance of a notice, and in case the applicant does not avail of the opportunity within the period specified in the notice, the application shall be rejected forthwith.

- 7.4 In case a dedicated line in the transmission system or distribution system is required to be constructed or where augmentation of the transmission system and/or distribution system is to be carried out for grant of connectivity, the nodal agency shall, within thirty days from the last date of the month in which the application is received complete in all respect, inform the applicant about the broad design features, estimated cost of construction / installation and the time frame for completion of the dedicated line or the system augmentation.
- 7.5 The cost of construction/installation of dedicated line or the augmentation of the transmission or distribution system and associated facilities shall be borne by the applicant and the requisite steps to be taken in this regard shall be as mentioned in the State Grid Code or the State Supply Code or the State Distribution Code as the case may be.
- 7.6 In the case of acceptance of an application the nodal agency, shall make a formal offer of connectivity to the applicant as per **FORMAT-C3** with details such as the name of the sub-station or pooling station or switchyard or the line, the point of connection etc. where connectivity is to be granted.
- 7.7 Within ten days from the date of receipt of offer for connectivity the applicant may either accept the “connectivity offer” or may seek clarification / change. In case some clarifications / changes have been sought for by the applicant, and such clarifications / changes do not affect the status of original application or the connectivity offer, then the nodal agency shall convey its decision as per **FORMAT-C4**, including the intimation for signing of the Connection agreement if applicable, within ten days from the date of receipt of communication in this regard from the applicant:

Provided that no material change in the original application or the connectivity offer shall be allowed to be considered at this stage:

Provided further that, in case clarification / change sought for by the applicant affects the status of original application or the connectivity offer, such as change in the location or quantum of power etc., then the same shall be considered as new application and processed accordingly.

- 7.8 Pursuant to grant of Connectivity as above, the applicant shall have to remit the estimate amount and sign “Connection Agreement” with the nodal agency within 30 days as per format given at **FORMAT-C5**. In

case the connectivity is granted to the distribution system of a distribution licensee other than the KSEB Ltd, a tripartite agreement shall be signed between the applicant, the KSEB Ltd and such distribution licensee, in line with the provisions of the Regulations. After signing of the Agreement, the Nodal Agency will provide a copy of the same to Kerala SLDC and the STU/Distribution licensee as applicable, within a week.

- 7.9 In case the applicant fails to sign the 'connection agreement' within the stipulated period, without applying in writing for extension, the acceptance of applicant to the connectivity offer shall stand lapsed and in case the applicant is interested in applying for connectivity even after expiry of extended period, his request shall be treated as a fresh application and processed accordingly.
- 7.10 A generating station may also be required by the STU to construct a dedicated system to the point of connection to enable connectivity to the grid which shall be owned, operated and maintained by the applicant. In case of other applicants who desire to execute the works will be allowed to carry out the same after remittance of supervision charges and the assets so created shall be transferred to the STU.

8. Interchange of Power

- 8.1. The applicant shall be eligible for connectivity to the intra-state transmission and/or distribution system from the date mentioned in the connection agreement. The time frame for commissioning of dedicated transmission or distribution system from the signing of Connection agreement would be as per the time lines as specified in Kerala Electricity Supply Code or actual date of commissioning desired by the applicant and agreed to by the STU, whichever is earlier.
- 8.2. The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains long-term open access, medium-term open access or short-term open access.
- 8.3. However, generating station including captive generating plant or a unit thereof, which has been granted connectivity to the grid shall be allowed to undertake interchange of power including drawal of power for commissioning activities and injection of infirm power into the grid during testing including full load testing before being put into commercial operation, even before availing any type of open access, after obtaining prior permission of the Kerala SLDC, which shall keep grid security in view while granting such permission. The SLDC shall ensure that injection of such infirm power is only for the purpose of testing, prior to commencing of commercial operation of the generating station or a unit thereof.

Provided that the Generating Station including Captive Generating Station shall submit likely date of synchronization, likely quantum and period of injection of infirm power to the SLDC concerned at least one month in advance.

GRANT OF OPEN ACCESS

9. Categorisation of Open Access Customers based on duration

9.1 Open Access customers are classified based on duration as under:

9.1.1 **Short-term Open Access Customer** – persons availing or intending to avail open access in the intra-state transmission and/or distribution system for a period up to one month at a time;

9.1.2 **Medium-term Open Access Customer** – persons availing or intending to avail open access in the intra-state transmission and/or distribution system for a continuous period exceeding three months but not exceeding three years

9.1.3 **Long-term Open Access Customer** – persons availing or intending to avail open access in the intra-state transmission system and/or distribution for a continuous period exceeding twelve years but not exceeding twenty five years

10. Categorisation of open access consumers based on nature of contracts

10.1 **Exclusive Open Access Consumers** – Consumers availing power exclusively through open access without a supply agreement with the area distribution licensee as a consumer.

10.2 **Limited Short-term Open Access Consumers** – Consumers having supply agreement with the area distribution licensee as a consumer and availing power through open access only during pre-scheduled load shedding due to shortage of power.

10.3 **Embedded Open Access Consumers** – Consumers having supply agreement with the area distribution licensee as a consumer and availing power through short-term open access for part or full of its demand during any time slots.

11. Nodal Agency

11.1 The nodal agency for processing applications for intra-state open access in transmission and distribution system shall be:

a) State Transmission Utility (STU) represented by the respective Chief Engineer (Transmission) for Long-term Open Access.

- b) State Transmission Utility (STU) represented by the respective Chief Engineer (Transmission) for Medium-term Open Access.
- c) State Load Dispatch Centre (SLDC) for Short-term Open Access.

11.2 The address for communication with the nodal agencies are:

Chief Engineer (Transmission-South)
Cabin no. 339, KSEB Ltd., Vidyuthi Bhavanam
Pattom Palace P.O., Thiruvananthapuram

Chief Engineer (Transmission-North)
KSEB Ltd., Vidyuthi Bhavanam
Gandhi Road, Kozhikode - 11

Chief Engineer (Transmission & System Operation)
Load Dispatch Centre, KSEB Ltd., Kalamassery
Ernakulam – 683 503
Tel:+914842555965, +914842555950, +914842543850
e-mail: cesoklsy@gmail.com, ceso@sldckerala.com

11.3 The account details of the nodal agencies for the purpose of payment of fees and charges are provided in **Annexure A**.

11.4 The nodal agency will be assisted by the concerned transmission and distribution wings as well as respective distribution licensees in assessing, certifying, arranging estimation of works to be carried out and probable duration of arranging works etc.

12. Eligibility to seek Open Access

12.1 The following persons shall be eligible to seek open access in the state network

12.1.1 Generating Company, which owns or operates, or intends to own or operate a generating station in the State;

12.1.2 Person who has constructed, maintains and operates or intends to construct, maintain and operate a Captive generating plant in the State for his own use;

12.1.3 Distribution Licensee or a person who has applied for a license to distribute electricity;

12.1.4 Trading Licensees;

12.1.5 Consumers in the State as specified by the Commission from time to time as per section 42(2) of the Act.

12.2 The open access customers using intra-state transmission system and/or distribution system will also be subjected to the load shedding

imposed by the distribution licensee unless they are connected through a dedicated feeder emanating from a grid substation and the open access is availed for the entire requirement of power on a continuous basis.

- 12.3 A person having outstanding dues against him for more than two months billing of transmission or distribution licensee at the time of application shall not be eligible for open access.
- 12.4 Before granting open access, the nodal agency shall ensure that special energy meters are installed and maintained in accordance with the provisions of The Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time and remote terminal units (RTU) are installed and maintained, as stipulated herein, to facilitate real time monitoring by SLDC.

13. Criteria for granting open access

- 13.1 Before granting long-term open access, the nodal agency shall have due regard to the planning and augmentation required for the intra-state transmission system and/or distribution system.
- 13.2 Medium-term and short-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission system and/or distribution system or in the transmission system and /or distribution system under execution:

Provided that no augmentation shall be carried out to the transmission system or distribution system for the sole purpose of granting short-term and medium-term open access, unless the applicant bears the cost of such system augmentation at the rates approved by the Commission:

Provided further that construction of a dedicated transmission line / distribution line at the cost of the applicant shall not be regarded as augmentation of the transmission system/ distribution system under this provision.

- 13.3 Short-term open access shall be granted for the surplus capacity available on intra- state transmission and/or distribution system after the use by long-term and medium- term open access customer by virtue of:
 - (a) inherent design margins
 - (b) margins available due to variation in power flows; and
 - (c) margin available in the inbuilt spare transmission and/or distribution capacity created to cater to future load growth.

14. Priority for allotment of Open Access

- 14.1 A distribution licensee shall have the highest priority in allotment of open access capacity irrespective of whether the open access request is for long-term, medium-term or short-term.
- 14.2 The applicants for long-term open access shall have the priority next to the distribution licensee.
- 14.3 The applicants for medium-term open access shall have the priority next to the applicants for long-term open access.
- 14.4 The applicants for short-term open access shall have the priority next to the applicants for medium-term open access.
- 14.5 Allotment priority for the applicants for short-term open access shall be decided on the basis of first come first served for each category subject to availability of capacity.
- 14.6 When the requirement projected by an applicant is more than the available capacity and the said applicant is not able to limit his requirement to the available capacity, the request of applicant having next lower priority shall be taken up for consideration.

15. One time registration for eligible entities

- 15.1 Persons intending to avail short-term open access shall register with the SLDC at least two months ahead of the first intending transaction after installation of CTs, PTs of requisite standards as per CEA metering regulation, 2006 for facilitating installation of Special Energy Meters, indicating the details of load, point of drawal and/or injection, contact details etc as per **Format-R**. For intending limited short-term open access consumers and embedded open access consumers, the details shall also include the present contract demand, maximum power to be drawn through open access, quantum of power intended to be drawn from KSEB or area distribution licensee and if so whether the total proposed drawal exceeds the present contract demand etc.
- 15.2 The applicants shall also submit concurrence or standing clearance from the area distribution licensee in **Format-B1**.
- 15.3 Persons seeking Concurrence or No Objection from SLDC for producing before the nodal RLDC/NLDC or CTU for seeking short-term, medium-term or long-term access in inter-state transmission system shall also register with the SLDC as per 15.1 above and submit the documents as per 15.2 above.
- 15.4 On receipt of application for registration, the SLDC shall ensure through the respective distribution licensee the installation of Main

and Check meters (Special Energy Meters) and RTUs in the premises of the applicant within two months of receipt of the application.

- 15.5 After ensuring existence of metering infrastructure and other relevant information, the SLDC shall communicate the registration details including the unique registration number to the applicant in **Format-R1**. The applicant shall indicate the unique registration number in all future communication with the nodal agencies.

16 Submission of Application for Open Access

- 16.1 Applications by registered customers for grant of short-term open access as per clause 15 above indicating the unique registration number as well as applications for grant of medium-term or long-term open access shall be made to the respective nodal agency in the specified formats. A copy of the application along with all the requisite details shall be provided on the same day to the respective Deputy Chief Engineer (Transmission) and Deputy Chief Engineer (Distribution) of KSEB Ltd/nodal officer of respective distribution licensees.
- 16.2 All applications for open access shall be submitted to the nodal agency as stipulated in the schedule to the regulations in the formats stipulated herein.
- 16.3 All applicants for open access shall submit an undertaking for not having entered into any power purchase agreement (PPA) or any other bilateral agreement with more than one person for the same capacity / quantum of power for which open access is applied for.
- 16.4 The application fee, documents to accompany the application and time frame for disposal of application shall be as specified in the schedule to this procedure. However the details in the schedule are only indicative and charges other than those indicated in the schedule may also be payable as approved by the Commission depending upon the combination of systems utilized for actual drawal of power.
- 16.5 In case of existing consumers, additional details such as the present contract demand, whether the quantum of open access sought is in addition to existing contract demand, whether any power is intended to be drawn from KSEB and if so to what extent and whether the total proposed drawal exceeds the present contract demand etc. shall be submitted along with the application.
- 16.6 **Short-term Open Access**
- 16.6.1 The registered open access customers shall file application for open access to the Nodal agency in **Format-ST1**.

16.6.2 Separate application shall be submitted for each transaction.

16.6.3 The application shall be accompanied by non-refundable application fee as specified by the Commission in the schedule, as DD or NEFT/RTGS in favour of the nodal agency payable in the account the details of which are furnished in **Annexure A**.

16.6.4 A copy of the application shall be endorsed by the applicant to the distribution licensee involved in the proposed transaction.

16.6.5 The application shall contain such details as :

- (i) power to be wheeled in the system in each 15 minute time-block
- (ii) the point of injection and contracted quantum in MW through Open Access
- (iii) the point of drawal
- (iv) duration hours and starting and ending time block of availing open access
- (v) the capacity in the system to be earmarked
- (vi) any other additional information that may be specified by the Nodal Agency.

16.6.6 The following shall be enclosed along with the application :

- (i) Copies of the Agreements entered by the buyer / seller / trader for the proposed transaction
- (ii) Proof of remitting necessary application fees
- (iii) Proof of submitting copy of application to respective Deputy Chief Engineers in Transmission and Distribution
- (iv) Consent from the area distribution licensee
- (v) Acceptance of registration/registration number issued by SLDC

16.6.7 The nodal agency shall co-ordinate with the transmission and distribution wing of KSEB, other licensees and assess the capacity available and the existence or absence of operational constraints for permitting open access.

16.6.8 **Application Fee:** As specified in the regulations and indicated in the schedule herein.

16.7 **Medium-term Open Access**

16.7.1 The intending medium-term open access customers shall file application for open access to the respective Chief Engineer (Transmission) of the Nodal agency in **Format-M1**.

16.7.2 Separate application shall be submitted for each transaction.

16.7.3 A copy of the application shall be endorsed by the applicant to the distribution licensee involved in the proposed transaction.

16.7.4 The application shall be accompanied by non-refundable application fee as specified by the Commission in the schedule, as DD or NEFT/RTGS in favour of the nodal agency payable in the account the details of which are furnished in **Annexure A**.

16.7.5 The application shall contain such details as :

- (i) power to be wheeled in the system in each 15 minute time-block
- (ii) the point of injection and contracted quantum in MW through Open Access
- (iii) the point of drawal
- (iv) duration hours and starting and ending time block of availing open access
- (v) the capacity in the system to be earmarked
- (vi) any other additional information that may be specified by the Nodal Agency.

16.7.6 The following shall be enclosed along with the application :

- (i) Copies of the Agreements entered by the buyer / seller / trader for the proposed transaction
- (ii) Proof of remitting necessary application fees
- (iii) Proof of submitting copy of application to respective Deputy Chief Engineers in Transmission and Distribution
- (iv) Consent from the area distribution licensee

16.7.7 The nodal agency shall co-ordinate with the transmission and distribution wing of KSEB, other licensees and assess the capacity available and the existence or absence of operational constraints for permitting open access.

16.7.8 **Application Fee:** As specified in the regulations and indicated in the schedule herein.

16.8 Long-Term Open Access

16.8.1 The intending open access customers shall file application for open access to the respective Chief Engineer (Transmission) in **Format-L1**.

16.8.2 Separate application shall be submitted for each transaction.

16.8.3 A copy of the application shall be endorsed by the applicant to the distribution licensee involved in the proposed transaction.

16.8.4 The application shall be accompanied by non-refundable application fee as specified by the Commission in the schedule, as DD or NEFT/RTGS in favour of the nodal agency payable in the account the details of which are furnished in **Annexure A**.

16.8.5 The application shall contain such details as:

- (i) maximum power to be wheeled in the system at any point of time
- (ii) the point of injection and contracted quantum in MW
- (iii) the point of drawal
- (iv) duration of availing open access
- (v) the capacity in the system to be earmarked
- (vi) Bank guarantee for an amount as specified in the regulations as per the Format-L2
- (vii) any other additional information that may be specified by the Nodal Agency.

16.8.6 The following shall be enclosed along with the application:

- (i) Copies of the Agreements entered by the buyer / seller / trader
- (ii) Proof of remitting necessary application fees
- (iii) Consent from the area distribution licensee based on agreement for using network, if applicable

16.8.7 The Nodal Agency shall co-ordinate with the distribution wing of KSEB, other licensees, if any, and assess the capacity available and the existence or absence of operational constraints for permitting open access.

16.8.8 **Application Fee:** As specified in the regulations and indicated in the schedule herein.

17. Processing of Applications for inter-state open access

17.1 The procedure for grant of long-term open access or medium-term open access involving inter-State transmission system shall be as per Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in Inter-State Transmission and Related Matters) Regulations, 2009 or its statutory re-enactments as amended from time to time.

17.2 The procedure for grant of short-term open access involving inter-State transmission system shall be as per the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 or its statutory re-enactments as amended from time to time.

17.3 In the case of application for grant of long-term open access or medium-term open access, the STU shall convey its consent or otherwise as per the provisions of Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in Inter-State Transmission and Related Matters) Regulations, 2009 or its statutory re-enactments as amended from time to time.

- 17.4 In the case of short-term open access, the STU shall convey its consent or otherwise as per the provision of Central Electricity Regulatory (Open Access in Inter- State Transmission) Regulations, 2008 or its statutory re-enactments as amended from time to time.
- 17.5 In respect of a consumer connected to a distribution system seeking inter-State long-term or medium-term or short-term open access, the SLDC, before giving its consent shall obtain the consent of the distribution licensee concerned:

Provided that, in the case of short-term open access, the said distribution licensee shall convey its consent or otherwise within three working days of receipt of request of the applicant.

Provided further that, any applicant connected to the intra-state transmission or distribution system can utilise the inter-State open access, only after availing intra- state open access and SLDC shall, before giving consent to the CTU, ensure that such intra-state open access has been approved for the corresponding periods.

- 17.6 In respect of a consumer connected to a distribution system seeking inter-state short-term open access, the SLDC, before giving its consent and standing clearance for collective transactions to the RLDC as required under the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 as amended from time to time, shall require the consumer to submit the consent of the distribution licensee concerned:

Provided that any applicant connected to the state transmission or distribution system can utilise the inter-State open access only after availing intra-state open access and the SLDC shall, before giving consent to the CTU, ensure that such intra-state open access has been approved for the corresponding periods.

18. Processing applications for intra-state Short-term Open Access

- 18.1 Incomplete / vague application and an application not in conformity with these procedures / regulations shall be immediately rejected.

Collective transactions

- 18.2 Exclusive open access customers, embedded open access consumers and limited short-term open access consumers who have availed intra-state open access for the relevant period through due process are only eligible for seeking NoC or Concurrence for collective transaction. The application for NOC for collective transactions shall be furnished to SLDC at least by 10.00 hours on the day preceding the intended date of bidding for NOC on daily basis and at least seven working days in advance for NOC on monthly basis.

SLDC may issue NOC on day-ahead basis or on monthly basis depending on the ATC declared for the period applied.

Provided that the distribution licensees have the highest priority in the matter of NOC in accordance with clause 58(a) of the principal regulation

Provided that the application from embedded open access customers shall contain the time block wise proposal for the power intended to be availed from the distribution licensee and from the exchanges for the period for which NOC has been sought, as per **Format-B2** duly acknowledged by the distribution licensee.

Provided that if the open access customer including distribution licensee is not bidding for the entire quantum for which NOC has been granted during any consecutive seven days, the SLDC may review the quantum of NOC and the balance quantity may be allocated to other prospective applicants if exist. The quantum of power for which bid is made is the criterion and not the quantum cleared in the exchange. The quantum for which bid is made may be furnished to the SLDC for verification when sought by the SLDC by a certified statement of the exchange member for the respective utility.

Provided that if the quantum of power for which NOC is sought by all applicants is more than the import capability of the state, SLDC may allocate the corridor available proportionately among the same category of applicants. Sell bid will not be reckoned for the purpose of computing the corridor availability in view of the uncertainty of the bid being successful.

Provided that in case the quantum of energy as per accepted bid is less than the quantum applied by the embedded open access consumer, then he shall immediately inform the SLDC / distribution licensee about the quantum of energy as per approved bid and also the quantum of energy he would be drawing from the distribution licensee during the period in which supply was scheduled through open access.

- 18.3 SLDC shall give NOC for day ahead bidding at least by 15:00hrs on the date of application to the applicant. In the case of month ahead requests for NOC, the NOC shall be issued before 17:00hrs on the 7th day of date of receipt of application. The consent shall be issued on all days, irrespective of holidays for office.

Day – ahead transactions

- 18.4 Separate application need to be submitted to SLDC for each transaction.

- 18.5 An application for grant of day ahead open access may be submitted to the nodal agency within three days prior to the date of scheduling but not later than 13.00 hours of the day immediately preceding the day of scheduling for day-ahead transaction.
- 18.6 All applications received up to 13.00 hours in a day will be taken together for consideration.
- 18.7 The nodal agency shall check for resultant power flow and probable congestion due to the proposed day ahead open access transaction and convey approval or otherwise in **Format-ST3**.
- 18.8 The SLDC decision on availability of corridor shall be communicated by 10.00 hrs on the next day of application.
- 18.9 All other provisions for intra-state short-term open access detailed below shall apply for day ahead open access also mutatis mutandis.

Scheduling in a Contingency

- 18.10 In the event of a contingency, the buyer or on his behalf a trader may locate and the power exchange may offer its platform to locate, a source of power to meet short-term contingency requirement even after the cut-off time of 13.00 hours of the preceding day and apply to the nodal agency for open access and scheduling and in that event, the nodal agency shall endeavour to accommodate such request as soon as and to the extent practically feasible.

Open Access in Advance

- 18.11 An application for advance scheduling under short-term open access may be submitted to the nodal agency up to the fourth month, considering the month in which the application is made as the first month:
- 18.12 Separate application shall be made for each month and for each transaction.
- 18.13 An application for grant of short-term open access commencing in any month may be submitted in a cover marked "Application for Short-Term Open Access for the Month (_____) in Advance".
- 18.14 The application submitted to SLDC shall be for a continuous period within a calendar month, though the open access applied can be different for different hours during the period of open access request. For example, the application can be single even if the schedule is only for 3 hours in the morning and 3 hours in the evening, but separate application shall be required if there is a break of a calendar day in the open access required. Also, different applications have to be made if the period of transaction is in different calendar months or if the period exceeds a calendar month.

- 18.15 Nodal agency shall acknowledge receipt of the cover containing the application by indicating the time and date of its receipt on the acknowledgement to the applicant.
- 18.16 Based on the nature of transactions, the nodal agency shall take a decision on the applications for intra-state short-term open access in the manner stipulated below:
- (i) The nodal agency before granting intra-state open access shall take into consideration the resultant congestion of any element, line or transformer, of the transmission and distribution system involved in the proposed short-term transaction.
 - (ii) The nodal agency shall, after satisfying itself that the application is complete in all respects and the applicant has complied with all other technical/metering requirements, convey grant of open access or otherwise, in **Format-ST3** along with schedule of payments to the applicant.
- 18.17 An application for scheduling during the fourth month shall be made up to the last day of the first month and shall be processed in the manner provided below:
- (i) All applications received shall be taken up together for consideration and processed as per the allotment priority criteria specified herein.
 - (ii) The nodal agency shall convey its acceptance or otherwise to the applicant in **Format-ST3** along with schedule of payments, latest by the fifth day of the second month.
- 18.18 An application for scheduling during the third month shall be made up to five days prior to the close of the first month and shall be processed in the manner provided below:
- (i) All applications received shall be taken up together for consideration and processed as per the allotment priority criteria specified herein.
 - (ii) The nodal agency shall convey its acceptance or otherwise to the applicant in **Format-ST3** along with schedule of payments, latest by the close of the first month.
- 18.19 An application for scheduling in the second month shall be made up to ten days prior to the close of the first month and shall be processed in the manner provided below:
- (i) All applications received shall be taken up together for consideration and processed as per the allotment priority criteria specified in the regulations.
 - (ii) The nodal agency shall convey its acceptance or otherwise to the applicant in **Format -ST3** along with schedule of payments, five days prior to the last day of the first month.
- 18.20 While accepting the application, the short-term open access already granted to any person prior thereto shall not be withdrawn.

18.21 The nodal agency shall record and inform the reasons in writing in case open access is denied to any eligible applicant.

19. Processing applications for medium-term open access

19.1 The application for medium-term open access shall be made to the respective Chief Engineer of the STU as per **Format-M1** along with affidavit in stamp paper in **Format-A1**.

19.2 The start date of the medium-term open access shall not be earlier than five months and not later than one year from the last day of the month in which application has been made. All such applications received up to the last day of the month will be taken together for processing and will be treated as deemed to have received on the same day.

19.3 On receipt of the application as above, the nodal agency shall, in consultation and through co-ordination with other agencies involved in intra-state transmission and / or distribution system, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant or refuse medium-term open access is made within the time frame specified in the schedule.

19.4 No augmentation of the transmission system would normally be carried out for the sole purpose of granting medium-term open access. However, in cases where the applicant bears the entire cost of such augmentation, the open access would be granted for the period after completion of the augmentation works.

19.5 On being satisfied that the requirements as per the regulations are met, the nodal agency shall grant medium-term open access for the period stated in the application as per **Format-M2**:

Provided that for reasons to be recorded in writing, the nodal agency may grant medium-term open access for a period less than that sought for by the applicant.

19.6 The applicant shall sign an agreement for medium-term open access with the concerned licensees, as per **Format-M3**:

- (a) with the STU, in case open access is granted only on the transmission system of STU;
- (b) with the STU and all those licensees on whose transmission / distribution system open access has been granted.

19.7 The applicant shall furnish a bank guarantee from a Nationalised Bank for three months receivables as per **Format-M4**, at the time of execution of the agreement.

- 19.8 Immediately after grant of medium-term open access, the nodal agency shall inform the State Load Despatch Centre so that it can consider the same while processing the requests received for short-term open access under these regulations.
- 19.9 On expiry of the period of the medium-term open access, the medium-term customer shall not be entitled to any over-riding preference for renewal of the term.

20. Processing of Long-term Open Access Applications

- 20.1 The application for grant of long-term open access shall contain details such as name of the entity or entities from whom electricity is proposed to be procured or to whom to be supplied, along with the quantum of power and such other details as required by the STU and shall be in **Format-L1** along with an affidavit in stamp paper in **Format-A1**.
- 20.2 Provided that in the cases where there is any material change in the location of the applicant or change by more than ten per cent in the quantum of power to be interchanged using the intra-state transmission system, a fresh application shall be made, which shall be considered in accordance with the regulations.
- 20.3 Provided further that no fresh application is required to be submitted in the cases where there is no change in the injection point or the drawal point and in the cases where the change in the quantum of power to be interchanged using the intra-state transmission system is less than or equal to ten per cent, even after the grant of open access.
- 20.4 The applicant shall submit any other information sought by the nodal agency including the basis for assessment of power to be interchanged using the intra-state transmission system or distribution system and power to be transmitted to or from various entities or regions to enable the nodal agency to plan the intra-state transmission system in a holistic manner.
- 20.5 The application shall be accompanied by a bank guarantee from a Nationalised bank for an amount as specified in the schedule, for the total power to be transmitted and the bank guarantee shall be in favour of the nodal agency, in the **Format-L3**.
- 20.6 The bank guarantee shall be kept valid and subsisting till the execution of the long-term open access agreement, in the cases where, augmentation of transmission system or distribution system is required and till the long-term open access is made operational in the cases where augmentation of transmission system or distribution system is not required.
- 20.7 The bank guarantee may be encashed by the nodal agency, if the application is withdrawn by the applicant or the long-term open access

rights are relinquished prior to such rights are made operational in the cases where augmentation of transmission system or distribution system is not required.

- 20.8 The aforesaid bank guarantee will stand discharged with the submission of another bank guarantee from a Nationalised Bank in **Format-L4**, required to be given by the applicant to the STU during construction phase when augmentation of transmission system is required.
- 20.9 Incomplete / vague application and an application not in conformity with these procedures / regulations shall be rejected.
- 20.10 All applications received during a month shall be treated to have been made concurrently.
- 20.11 Any discrepancy in the application form will be communicated to the applicant by the Nodal Agency through mail / by letter within 15 days of initiation of the processing of application.
- 20.12 On receipt of the application, the nodal agency shall, in consultation and through co-ordination with other agencies involved in the intra-state transmission system to be used, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant long- term open access is arrived at within the time frame as specified in the schedule to the regulation.
- 20.13 Based on the system studies, the nodal agency shall specify the intra-state transmission system or distribution system that would be required to give long- term open access and in case augmentation to the existing intra-state transmission system or distribution system is required, the same will be intimated to the applicant.
- 20.14 While granting long-term open access, the nodal agency shall communicate to the applicant, the date from which long-term open access shall be granted and an estimate of the charges including additional charges, if any, payable based on the prevailing costs, prices and methodology of sharing of charges for the works pertaining to augmentation of transmission system or distribution system, as determined by the Commission from time to time.
- 20.15 The applicant shall sign an agreement for long-term open access as per **Format-L2** with the concerned licensees as stipulated hereunder:
 - (a) with the STU in case long-term open access is granted only on the transmission system of STU;
 - (b) with the STU and all those licensees on whose transmission / distribution system long-term open access has been granted.

- 20.16 The long term open access customer shall furnish a bank guarantee from a Nationalised Bank for three months receivables as per **Format-L5**, at the time of execution of the agreement.
- 20.17 Immediately after grant of long-term open access, the nodal agency shall inform the State Load Despatch Centre so that it can consider the same while processing the requests received for grant of short-term open access, under these regulations.
- 20.18 On the expiry of the period of long-term open access, the same shall be extended on a written request by the customer to the State Transmission Utility, if such written request is submitted at least six months prior to such expiry, mentioning the period for which extension is required:

Provided that in case no written request is received from the customer within the time frame specified above, the said long-term open access shall stand terminated on the date up to which it was initially granted.

21. Methodology for determining the capacity availability for open access

- 21.1 The capacity available for the intra-state open access shall be computed for each transmission segment and for every sub-station by following the methodology given below:
- (a) Available open access capacity of a transmission system segment: = $(DC - SD - AC) + NC$
where,
DC = designed capacity of the transmission segment in MW,
SD = sustained demand in MW (peak) recorded in the segment,
AC = already allocated capacity, but not availed and
NC = capacity in MW expected to be added.
- (b) Available open access capacity of a sub-station: = $TC - SP - AC$
where,
TC = transformer capacity of the sub-station in MVA,
SP = sub-station peak in MVA, and
AC = already allotted capacity but not availed in MVA.
- 21.2 The appropriate distribution licensee shall determine the available capacity for the portion of the distribution system over which open access is requested for.
- 21.3 The nodal agencies shall update these values on monthly basis on the first working day of each calendar month and post on its own website, the updated available capacity of open access in the transmission and distribution system and e-mail the requisite data to other transmission licensees and the distribution licensees who shall ensure immediate posting of the same on their respective websites for the information of the public.

21.4 Short-term and Medium-term Open Access

21.4.1 To facilitate inter-state open access by the users of the state network, the SLDC will declare the month wise Total Transfer Capability (TTC), Transmission Reliability Margin (TRM) and the Available Transfer Capability (ATC) of the state transmission network for import/export of power, which would be updated/modified on a quarterly basis or more frequently as may be required. Considering the network topology, SLDC may consider different zones within the State and declare the TTC, TRM and ATC for each zone.

21.4.2 The TTC and TRM would be assessed based on periodic system studies by the STU.

21.4.3 For periodic assessment of ATC, the SLDC would take into account, apart from the declared TTC and TRM, the allocation of power from various central and inter-state generating stations to Kerala and the long-term, medium-term and short-term inter-state open access applications made by KSEB Ltd and the Distribution licensees for meeting the demand in the State.

21.4.4 Apart from the declaration of TTC, TRM and ATC of the state network for import/export of power, the SLDC will declare the congested corridors within the state network, if any, the expected time frame by which such congestion will be relived etc, based on the system studies carried out by the STU.

21.4.5 In case, the application for short-term open access involves an inter-state transaction, the nodal agency would process the same on first-come first-served basis as detailed in provisions under 18.1 to 18.22 above until the ATC is exhausted. In case the ATC is not sufficient to meet the requirements of applicants at a time, the Available Transfer Capability would be granted based on the electronic bidding procedure prescribed herein.

21.4.6 In case of medium term open access applications, the State Transmission Utility, while carrying out system studies as stipulated under 19.3 above, will maintain a reserve capacity of 10% in the network on annual cumulative basis to meet the normal demand growth of consumers in the area, treating the same as the LTOA of the distribution licensee and the balance shall be utilised for providing medium-term open access.

21.5 Long-term Open Access

21.5.1 On receipt of application for long-term open access, the nodal agency in coordination with and through the respective licensees shall carry out the system studies to estimate the capacity available for the long-term intra state open access as

well as the augmentation works, if any, required for accommodating the resultant power flow.

21.5.2 The applicant for long-term open access shall take into consideration the time-frame specified by the Commission for completion of various system augmentation works in the Kerala Electricity Supply Code, 2014 and shall ensure early filing of application considering the probable system augmentation works required for granting the long-term open access. In any case the applicants are advised to apply at least 3 years prior to the intended start date of availing the long-term open access, in case where augmentation of the system is anticipated.

22. Bidding procedure in case of capacity constraints

- 22.1 If the capacity sought by the consumers for open access in advance for the following month is more than the available capacity or the SLDC perceives congestion in any element of transmission and distribution system involved in the transaction, the allocation shall be made through electronic bidding procedure.
- 22.2 The decision of the SLDC in respect of an expected congestion shall be final and binding on all the parties.
- 22.3 The SLDC shall convey to the applicants, through nodal agency, the information of congestion and decision for invitation of bidding indicating the floor price in **Format-CON1**.
- 22.4 The SLDC shall also display bidding information on its website.
- 22.5 The bids shall be submitted in **Format-CON2** up to the bid closing time as indicated in bid invitation notice. Request for modification / amendment to a bid, once submitted, shall not be entertained.
- 22.6 If any applicant does not participate in bidding process, his application shall be deemed to have been withdrawn and shall not be processed.
- 22.7 The SLDC shall not entertain any request for extension of time / date for submission of bids.
- 22.8 The bidders shall quote price which shall not be less than the floor price, rounded-off to whole number, in the denomination in which floor price has been determined.
- 22.9 The quoted price shall be arranged in a descending order and allocation of available capacities shall be accorded in such descending order until the available capacity is fully exhausted.

- 22.10 In the case of a tie in the bid price of two or more applicants, the allocation from the residual available capacity at any stage shall be made in proportion to the capacity being sought by such applicants.
- 22.11 All open access customers, in favour of whom full capacities have been allotted, shall pay the highest price discovered through the bidding process.
- 22.12 The open access customers, who are allotted less capacity than sought for, shall pay the price as quoted by them.
- 22.13 The SLDC shall reject bids which are incomplete, vague in any manner or not found in conformity with the bidding procedure / guidelines.
- 22.14 The successful bidder, in favour of whom the capacities have been allocated, shall pay transmission charges and/or wheeling charges, as the case may be, determined through the bidding process.

23. Scheduling

- 23.1 Each open Access customer (generating company, trader, etc.) shall provide the schedule to SLDC for each 15 minutes time block for a day, on a day ahead- basis by 10.00Hrs with intimation to STU & Distribution Licensee. If it is requiring to wheel electricity from more than one generating station with the interface points located at different locations, they shall submit separate schedule for the injection from each generators.
- 23.2 SLDC will intimate the above schedule, station wise MW / 15 minute block entitlements to the respective beneficiaries by 11.00Hrs. Beneficiaries shall communicate the station-wise requisitions and details of bilateral exchanges to SLDC by 14.00Hrs.
- 23.3 SLDC shall convey the ex-power plant despatch schedule to each station and net drawal schedule to each beneficiary by 17.00Hrs.
- 23.4 Generating Stations / Beneficiaries shall inform the modifications, if any, for incorporating in the final schedule by 21.00Hrs
- 23.5 SLDC shall issue the final despatch and drawal schedule by 23.00Hrs to the respective open access customers.
- 23.6 Wind generators under RRF mechanism shall declare their schedule up to 70% of the capacity, as above.
- 23.7 In the event of failure to submit the schedule in accordance with above clause, latest wheeling schedule available with SLDC shall be treated as effective schedule.
- 23.8 The sum total of the capacity allocation by an open access Generator for any time block to the entire schedule shall not exceed the available

capacity from the generating plant being not higher than the installed capacity or contracted open access capacity, whichever is lower.

- 23.9 The embedded open access consumers and limited open access consumers shall in advance provide the 15 minutes time-block wise drawal schedules from KSEB Ltd., after accounting for the power availed on open access, before 10:00 Hrs of the previous day. Any deviation from schedule and gaming would be penalized as specified by the Commission.
- 23.10 The customer's coordinator, shall coordinate with each of the other Utilities involved, and furnish the transaction details to each of the licensees and STU involved, on a daily basis, so as to enable the SLDC to incorporate the transaction in the day-ahead schedules and revisions thereof for the 96 time blocks. In case mismatches are found in the transaction details it will not be possible for SLDC to schedule the same and the customer shall be intimated accordingly.
- 23.11 The ramp-up/ramp-down, if required, in the daily schedules on account of such transactions, shall commence at the time of commencement of the transaction and shall end at the time of termination of the transaction.
- 23.12 Rescheduling of transactions, if any, required would be as per provisions in the state grid code.

24. Curtailment in case of transmission constraints or other contingencies

- 24.1 In case of line flows or transformer loading exceeding the limits due to any outages in the system or due to any constraints in the intra-state or inter-state links, the open access shall be curtailed by SLDC as may be required to maintain safety, security and stability of the grid.
- 24.2 Due to upward revision of allocation from central generating station, if the inter-state transmission links are likely to experience congestion, the SLDC shall curtail the open access already granted to the users.
- 24.3 The open access transactions shall be reduced or canceled only to the extent required to relieve the constraints or congestion and/or maintain safety, security and stability of the grid.
- 24.4 Priority for curtailment of open access in intra-state transmission system and distribution system shall be decided on the following criteria:
- (a) When, because of constraints or otherwise, it becomes necessary to curtail the open access service of the customers, subject to the requirements of the State Grid Code and other operational parameters, the open access to a distribution licensee shall be the last to be curtailed.

- (b) Among others, services to short-term open access customers shall be curtailed first, followed by the medium-term open access customers, followed by long-term open access customers and amongst the open access customers of a particular category, curtailment shall be carried out on pro rata basis.
- (c) While carrying out curtailment or cancellation, the SLDC shall first curtail or cancel short-term transactions followed by long-term transactions. The STOA with long duration will have priority over short duration Open Access. While curtailment is carried out by SLDC, the SLDC shall immediately intimate the user on the curtailment or cancellation made.
- (d) The load restrictions on the distribution licensees in the State shall be attempted only as a last resort.

24.5 In case of a force majeure condition (as determined and notified by the SLDC), SLDC may curtail/suspend a scheduled transaction. The decision of the SLDC as to the existence of a force majeure condition shall be final and binding on all parties.

25. Appeals

The applicants aggrieved by the decision of the Nodal Agency on grant of Open Access may appeal to the Hon'ble Kerala State Regulatory Commission (KSERC) within 60 days on receipt of communication of such decision.

26. Metering

26.1 All generating stations irrespective of capacity and all open access customers including embedded consumers shall be provided with Interface Meters by the STU or Distribution licensee as the case may be:

Provided that, in case an Open Access customer or embedded consumer elects to purchase his own Interface Meter same shall be purchased from the firms empanelled by the STU as per the approved specification of STU.

26.2 Metering CTs & PTs shall be exclusively for STU/Licensee metering purpose. The Meter shall be installed nearest to the CT/PT units, in separate suitable protective enclosures/cubicle having IP 67 rating with glass cover for visibility. The same shall be in good condition with free and easy access to representatives of STU/Licensee. All connecting cables from CT & PT to meters shall be routed through conduit pipe duly welded. Only Single ratio metering CTs will be allowed, exceptional cases will be subjected approval of the STU/Licensee. Bottom plate of CTs & PTs shall be welded after testing & installation at site. CT shall have a minimum VA rating of 10 VA and PT shall have a minimum VA rating of 20 VA. 4 sq.mm copper cable shall be used for 5A CT connection and 2.5 sq. mm copper cable shall

be used for 1 A CT connection. 2.5 sq mm copper cable shall be used for PT connection. Standard colour cables and ferrules shall be used for phase identification of cables. The cables used for instrument transformer connections shall be of approved make. Provision shall be available for sealing of instrument transformer terminal covers, meter box and RTU. The responsibility of maintaining the meter and associated equipment shall be the responsibility of the applicant/consumer.

- 26.3 GPRS modem shall be provided for communication of metering data to SLDC/STU/Licensee Control Room. Initial and recurring cost of the communication medium/channel will be on account of the Open Access consumer. Testing of new Meters and CT-PT unit shall be done in NABL accredited lab or approved lab of STU/Licensee. Periodic testing of the Interface Main & Check/Standby Meters shall be done as per standards by STU/Licensee at the cost of the consumers.
- 26.4 The Interface Meter installed shall be capable of time –differentiated measurements for 15 minute time-block-wise active energy and voltage differentiated measurement of reactive energy and stores in the memory. The meter should have capacity (memory) to store and transfer measured values for a period not less than forty five (45) days
- 26.5 Main and check/standby meters shall be installed in each premise at each withdrawal /injection point (each circuit), as per the CEA regulation on Installation and Operation of Meters.
- 26.6 Location, Accuracy class of meters, installation of meters, sealing of meters, meter reading and recording, etc. shall be as per CEA (Installation and Operation of Meters) Regulation, 2006 and it's amendment from time to time.

Metering system: Interface meter shall be 3phase - 4wire, 0.2S class of accuracy with 1A for EHT and 5A for HT system with VT/CVT secondary of 110V AC (phase to Phase). Accuracy of CT shall be 0.2S and that of PT shall be 0.2.

- 26.7 The meter shall also compute the reactive power (VAR) on 3-phase, 4-wire principle, with an accuracy as per IEC 62053-23 or better and integrate the reactive energy (VARh) algebraically into two separate registers, one for the period for which the average RMS voltage is above 103.0% and the other for the period for which the average RMS voltage is below 97.0%. The reactive power charges shall be paid by the open access customers who draw or inject reactive power from or to the Grid as may be determined by the commission from time to time, based on reactive energy account issued by the SLDC, within the specified time.

- 26.8 The meter should be capable of measuring fundamental energy as well total energy, i.e., fundamental plus harmonics energy.
- 26.9 The three line-to-neutral voltage shall be continuously monitored and in case any of these falls below about 70%, suitable indication shall be provided on meters' front.
- 26.10 The meters shall normally operate with the power drawn from the VT secondary circuits. However, provision for AC/DC auxiliary supply shall also be available with automatic changeover. The total burden imposed by a meter for measurement and operation shall not exceed 8 VA on any of the phases
- 26.11 The meter shall have TOD registers for active energy import and export, apparent energy import and export and apparent MD import and export. Maximum three times of day registers including universal (0-24 hrs) register shall be defined.
- 26.12 Following provisions shall be available for MD reset in the meter –
- 26.12.1 Auto reset at predefined date and time (24.00 hrs of the last day of every month)
- 26.12.2 Authenticated transaction through suitable high level software/ MRI
- 26.13 GPS receiver shall be provided for time synchronization to main & check/standby meters. One GPS is enough in one premise. Output of the GPS shall be compatible for time synchronization. The accuracy of the GPS shall be one microsecond. Periodicity of time correction facility shall be in every second. Suitable communication port shall be available with the meters for connection of GPS.
- 26.14 The meter shall have at least four communication ports out of which the following three are mandatory. One dedicated port shall be used for GPS time synchronization. Physical access to the communication port shall be restricted with sealable shrouding. The ports shall be configurable independently for communication to different systems on different protocols using different communication mediums like GPRS/ GSM, CDMA/VSAT/FO link, etc. The meter shall have the facility to be connected over a networked environment.
- 26.15 Each meter shall have a galvanically isolated optical port on its front for tapping all data stored in its memory using universal Portable or hand held data collection devices (Common Meter Reading Instrument 'CMRI'). The meter shall be suitable for transmitting the data to remote location using appropriate communication medium.
- 26.16 The meter shall support open protocol communication conforming to DLMS/COSEM so that third party data acquisition software from a central control center shall communicate with the meter. A test certificate from an accredited lab in this regard shall be furnished. The

Meter manufacturer shall have minimum of CMMI level-3 certification. Login security and encryption methods for sending data remotely shall be as per the standards. There shall be a certificate from an accredited cyber security agency / Lab to prove the immunity from the cyber threats/attack.

- 26.17 The meter shall have the Base Computer Software (BCS), which should be compatible with Windows and Linux OS and suitable compatible with CMRI for reading data from the meter. The software should have polling feature with optional selection of parameters to be downloaded for AMR applications. It should have programmable facility to restrict the access to the information recorded at different security levels. The meter should be compatible for any future revisions of the BCS and MRI software.
- 26.18 The Remote Terminal Units (RTU) to be provided along with special energy meters for enabling real time monitoring and control by SLDC shall be in accordance with the following specifications:
 - 26.18.1 The RTU shall be capable of collecting real time Analog and Status field inputs and sending the same to at least two control centers simultaneously on both periodically and on by exceptional basis over 60870-5-101 and 60870-5-104 protocols. The protocols shall be user selectable.
 - 26.18.2 The RTU should be capable of issuing control commands to the field devices that it receives from the Master control center.
 - 26.18.3 In general the Analog field values shall include MW, MVAR and kV values. The status field values includes the status of isolators and breakers.
 - 26.18.4 The sizing of the RTU shall depend on the field condition which shall be decided in concurrence with the SLDC
 - 26.18.5 It shall be provided with sufficient number of communication ports for connectivity to at least two control centers simultaneously
 - 26.18.6 The ports shall support MPLS connectivity generally and in respect of locations where MPLS connectivity is not available, it shall support the mutually agreed communication channels according to the location, in concurrence with the SLDC.
 - 26.18.7 There shall be a separate maintenance port for the configuration of RTU and the same shall have the facility to administer it with a user name and password.

- 26.18.8 The specification of the RTU as well as the selection of communication medium shall be subject to the approval of the SLDC.
- 26.19 The fixed charges as well as the recurring charges of the RTU and the communication medium shall be borne by the open access consumer.
- 26.20 Charges for using any infrastructure like communication, SCADA, interfaces to any of the devices, databases, configurations etc and any other facility which are required for the availability of the data at SLDC, shall be covered in Scheduling and System Operation charges and shall not be recovered from consumers separately.
- 26.21 The consumer shall be responsible to bear the Scheduling and System Operation Charges that may occur in future due to any of the reasons like modernisation of infrastructure, operational and maintenance strategies, etc and those that are not envisaged at this point of time but may be inevitable in future, for the operation of SLDC .

27. Revision of schedule for open access

- 27.1 The short-term open access schedules accepted by the nodal agency in advance or on first-come-first-served basis may be canceled or revised downwards on an application to that effect made to the nodal agency by the short-term open access customer.

Provided that such cancellation or downward revision of the short-term open access schedules shall not be effective before expiry of a minimum period of two days

Provided further that the day on which notice for cancellation or downward revision of schedule for open access is served on the nodal agency and the day from which such cancellation or downward revision is to be implemented, shall be excluded for computing the period of above minimum period of two days.

- 27.2 The person seeking cancellation or downward revision of schedule for short-term open access shall pay the transmission charges for the first two days of the period for which the cancellation or downward revision of the schedule for open access, as the case may be, has been sought, in accordance with the schedule for open access originally approved by the nodal agency, and thereafter in accordance with the revised schedule for open access approved by the nodal agency during the period of such cancellation or downward revision.
- 27.3 In the case of cancellation, scheduling and system operation charges payable to SLDC as approved by the Commission shall be payable for two days or the period of cancellation in days, whichever is less.

- 27.4 Revision of schedule by MTOA and LTOA customers shall be allowed after six time blocks, counting the time block in which request is made as the first one.
- 27.5 Notwithstanding anything contained in clause 27.1, in case of forced outage of a unit for a Short Term bilateral transaction, where a generator of capacity of 10 MW and above is seller, 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. The schedule of the generator and the buyer shall be revised accordingly and the revised schedules shall become effective from the 4th time block, counting the time block in which the forced outage is declared to be the first one. The SLDC shall inform the revised schedule to the seller and the buyer. The original schedule shall become effective from the estimated time of restoration of the unit. However the transmission, wheeling and other charges as per original schedule shall continue to be paid for two days.

28. Non- Utilization of Open Access capacity by Open Access Customer

28.1 Short-term Open Access

- 28.1.1 The short-term open access schedules accepted by the nodal agency in advance may be canceled or revised on an application to that effect made to the nodal agency by the short-term open access customer

Provided that such cancellation or revision of the short-term open access schedules shall be effective only after expiry of a minimum period of two days

Provided further that the day on which notice for cancellation or downward revision of schedule is served on the nodal agency and the day from which such cancellation or downward revision is to be implemented, shall be excluded for computing the above minimum period of two days.

- 28.1.2 The short-term open access customer seeking cancellation or downward revision of short-term open access schedule shall pay the transmission / wheeling charges for the first two days of the period for which the cancellation or downward revision of schedule, as the case may be, has been sought, in accordance with the schedule originally approved by the nodal agency, and thereafter in accordance with the revised schedule prepared by the nodal agency during the period of such cancellation or downward revision.
- 28.1.3 The surplus capacity available as a result of its surrender by the Short-term Open Access customer or reduction or cancellation of capacity by the SLDC, may be allocated to any

other Short-term Open Access customer in order of pending applications based on the point of injection and drawal.

28.2 Medium-term Open Access

28.2.1 A medium-term open access customer may relinquish open access rights, fully or partly, by giving at least thirty days prior notice to the nodal agency and such medium-term open access customer shall pay applicable transmission / wheeling charges for the period of relinquishment or thirty days whichever is less.

28.2.2 The medium-term Open Access customer will be free to schedule power for a quantum less than the transmission/ distribution capacity allocated to him. However, his billing shall be on the basis of the allocation of capacity. In such cases he shall not have right to surrender his allocated capacity.

28.3 Long-term Open Access

28.3.1 A long-term open access customer who has availed open access rights for at least twelve years may relinquish the long-term open access rights fully or partly before the expiry of the full term of long-term open access, by making payment of compensation for stranded capacity as follows:

- (a) If a long-term open access customer submits an application to the nodal agency at least one year prior to the date from which such customer desires to relinquish the open access rights, he shall not be liable to pay any charges in this regard.
- (b) If a long-term open access customer submits an application to the nodal agency at any time lesser than a period of one year prior to the date from which such customer desires to relinquish the open access rights, such customer shall pay an amount equal to sixty per cent of the open access charges, as applicable on the date from which the open access right is relinquished, for the stranded transmission and / or distribution capacity for the period falling short of a notice period of one year.

28.3.2 A long-term open access customer, who has not availed open access rights for at least twelve years, shall pay an amount equal to sixty per cent of the transmission / wheeling charges, as applicable on the date from which the open access right is relinquished, for the stranded transmission and / or distribution capacity for the period falling short of twelve years of open access rights.

Provided that such an open access customer shall submit an application to the nodal agency at least one year prior to the date from which such customer desires to relinquish the open access rights.

Provided further that in case an open access customer submits an application for relinquishment of long-term open access rights at any time with a notice period of less than one year, then such open access customer shall pay an amount equal to sixty per cent of the transmission / wheeling charges , as applicable on the date from which the open access right is relinquished, for the period falling short of a notice period of one year, in addition to sixty per cent of the transmission / wheeling charges, as applicable on the date from which the open access right is relinquished, for the stranded transmission and / or distribution capacity for the period falling short of twelve years of open access rights.

28.3.3 The compensation paid by the long-term open access customer for the stranded transmission and / or distribution capacity shall be used for reducing the transmission and / or wheeling charges payable in the year in which such compensation payment is due, by other long-term open access customers and medium-term open access customers who share the stranded capacity, in the ratio of open access charges payable for that year by such long-term open access customers and medium-term open access customers, as approved by the Commission.

28.3.4 The Long-term Open Access customer will be free to schedule power for a quantum less than the transmission capacity allocated to him. However, his billing shall be on the basis of the allocation of capacity. In such cases he shall not have right to surrender his allocated capacity.

29. Applicable Charges

29.1 The Applicant shall make the following payments as specified by KSERC from time to time to the SLDC/STU in the case of exclusive intra-state open access and Applicant/Power Exchange(s) shall make the payments to SLDC/STU/RLDC as specified by KSERC and as prescribed in applicable regulations notified by KSERC and CERC in case of availing inter-state open access along with the intra-state open access.

- (i) Transmission Charges
- (ii) Additional Transmission charges
- (iii) Wheeling Charges
- (iv) Cross Subsidy Charges
- (v) Additional Surcharges
- (vi) Backup Charges
- (vii) Grid Support charges

- (viii) Scheduling and System Operation charges
- (ix) Unscheduled Interchange charges
- (x) Reactive energy charge
- (xi) Restoration charges

29.2 Advance payment by short-term open access customers, limited short-term open access customers and embedded consumers - Notwithstanding anything contained in herein, all the payments applicable to the short-term open access customer, limited short-term open access customer and embedded consumer shall be made in advance before actual transactions are scheduled.

30. Energy Losses

30.1 The energy losses in intra state transmission and/or distribution system, as determined by the State Load Dispatch Centre based on KSERC guidelines shall be borne by the transmission system users.

31. Energy Accounting

31.1 The final schedule of drawal /injection in the Kerala periphery (implemented schedule) of inter-state open access customers of Distribution Licensees, Distribution Licensees, Bulk power consumers, etc (bilateral, collective transaction, etc) is being updated by SRLDC on every day and the same will be available with SLDC.

31.2 In the case of intra state open access customers of Distribution Licensee, Distribution Licensees, Bulk power consumers, etc SLDC shall prepare final schedule of drawal / injection on every day, based on the approved schedule.

31.3 The accounting of energy transactions and capacity availed will be based on declarations (DC) and implemented schedule. SLDC will prepare the final implemented schedule of each day, after two (2) working days. The SLDC/corresponding Distribution Licensee shall verify the capacity allocated drawal and correct it in the case of discrepancy, if any. The computations of SLDC shall be final and binding to all.

31.4 The monthly energy account of a billing month shall be finalized by the SLDC, based on the implemented schedule (losses will be as specified by the Commission). Provisional energy account of the preceding month will be issued within the first three (3) working days of the succeeding month.

31.5 UI/Deviation Settlement Mechanism (DSM) of customers shall be prepared by SLDC based on interface meter data, in line with state Grid code requirement, applicable UI/DSM regulation of the state Commission (after implementation) and daily schedule as released by NLDC/SRLDC or obligation reports issued by the concerned power exchange, after taking into account the losses approved by the commission.

- 31.6 Interface Meter reading/data downloading shall be done by the authorized officers of STU/Distribution Licensees in the presence of consumer representatives, which shall be weekly in case of Generators/Suppliers and monthly in the case of purchases(after implementation of AMR, procedure will be changed). The downloaded data shall be forwarded to SLDC for computation of UI/DSM. The data shall be collected on every Monday. Data collected shall be from previous Monday to Sunday (7 days) and the same shall send to SLDC-Kalamassery by email / in CD before 12 Noon of the next day, i.e. Tuesday. UI/DSM details will be prepared based on the data and circulated among the STU/Distribution Licensees and payment shall be as per rate approved by the Commission.
- 31.7 At the withdrawal point of beneficiaries/buyers, transmission/distribution network losses of STU and Distribution Licensees from the Ex-bus availability of Generator shall be considered. In the case of collective transactions, power availability will be considered at Kerala periphery. Hence, the approved losses will be deducted from schedule and balance quantum only will be considered at the point for withdrawal of consumer.

Energy accounting of Inter State open access (Collective, Bilateral etc.) customers, Limited Short Term Open access consumers, Generators and Traders.

- 31.8 As per the daily obligation report of IEX/PXIL in 15 min. block or SRLDC STOA approval, implemented schedule will be prepared by SLDC. Withdrawal of each open access consumers will be computed after deducting approved losses and intimated to STU/Distribution licensee by e-mail. Based on above information, Distribution Licensee shall compute actual MD & EC bills for every month.
- 31.9 Maximum demand (MD) and Energy charge (EC) of an open access consumer shall be computed by the Distribution Licensee (in the control area), considering approved losses.
- 31.10 The Energy (kWh) at withdrawal point shall be calculated for each time block from the scheduled capacity (kW) (after deducting losses in each block) by multiplying with period of time block in hours.

Let 'X' (in MW) be the scheduled capacity for a 15 minute time block and say 'a' in % be loss for the system, then the energy drawn at withdrawal point = $(X - X \cdot a/100) \cdot (15/60) = 0.25 \cdot X \cdot (1 - a/100)$ MWh. Similarly, energy for the all the time block for the month shall be computed and added together, say P_0 . Let P_t be the total energy recorded for a month in the interface meter installed at the point of connectivity of the consumer. Then the total energy drawn by the consumer will be $(P_t - P_0)$ MWh from the Distribution Licensee during the month. The energy drawn in each time zone, if required, shall also be worked out in the same manner.

31.11 Scheduled demand at withdrawal point for a time block shall be calculated by dividing the scheduled capacity (MW) for that time block by the power factor, which is available from the Interface Meter. If Maximum demand period is 30 minutes, then average scheduled capacity of two time blocks shall be taken for computation.

Let M_1 & M_2 be the scheduled capacity (MW) for two consecutive time blocks (15min.) at withdrawal point after deducting the losses in the time Zone, say Z_1 . Then MD for the 30 minute will be $(M_1+M_2)/(2*Pf) = Y_1$ (MVA), say.

Let MD recorded for the above block in the TOD of the interface meter be X_1 (MVA). Then, the actual MD for the two consecutive blocks, as per the power drawn by the consumer from the Distribution Licensee will be $(X_1 - Y_1)$ MVA. Similarly, MD for each thirty minutes for the entire time zone, say Z_1 shall be computed. Maximum value among the computed MD will be the MD for the zone, Z_1 for the day. The same calculation for other Zones, Z_2 & Z_3 shall be done for the day and for the month. Actual MD for the month for the power drawn from Distribution Licensee shall be computed in this manner.

31.12 Excess drawal over and above the applicable sanctioned open access capacity as well as actual drawal in excess of actual injection in any time block due to short fall in generation shall be accounted on daily basis in 15 minute block. Such excess will be billed at the rate of grid support charge determined by the Commission, from time to time (if state commission order is not available to address an issue, central commission order shall be considered in all cases).

31.13 In the case of under drawal as a result of non-availability of the distribution system/unscheduled Load shedding, open access customer shall be compensated by the distribution licensee at the average pooled power purchase cost (APPC) of the distribution licensee.

31.14 In the case a generating station participating exclusively in intra-state open access transactions, injects energy in excess of schedule, or the net actual energy drawal by intra-state customers is less than the injection during any time blocks, such excess injection shall be compensated by the distribution licensee at the unscheduled interchange rates applicable for the time block and quantum of such excess injections.

31.15 The accounts will be settled on monthly basis.

Accounting of Limited short-term Open Access Consumers:

31.16 Recorded drawal of energy by scheduled open access will first be adjusted and balance shall be treated as the withdrawal from Distribution licensee. If the recorded MD exceeds contract demand of

the customers during period of load shedding such excess demand will be penalized at twice the applicable tariff on monthly basis.

- 31.17 Excess drawal over and above the applicable sanctioned open access capacity as well as actual drawal in excess of actual injection in any block due to short fall in generation during periods other than scheduled load shedding shall be accounted on daily basis in 15 minute block. Such excess will be billed at grid support charge determined by the Commission, from time to time (if state commission order is not available to address an issue, central commission order shall be considered in all cases).
- 31.18 In the case of under drawal as a result of non-availability of the distribution system/unscheduled Load shedding, limited open access customer shall be compensated by the distribution licensee as average pooled power purchase cost(APPC) of the distribution licensee.
- 31.19 The accounts will be settled on monthly basis.

Accounting of Embedded short-term Open Access Consumers:

- 31.20 In case actual energy drawal is more than the scheduled drawal and the recorded maximum demand is within the contract demand, customer shall be liable to pay for such over drawal at the applicable tariff rates for each time zone as determined by the Commission from time to time.
- 31.21 In case the actual drawal of energy is more than the scheduled energy drawal and the total recorded maximum demand is more than the contracted demand in any time block, payment for the capacity over and above the contract demand, shall have to be made at the penal rate as specified by the Commission for such categories of customers in the tariff schedule from time to time.
- 31.22 In the case of under drawal as a result of non-availability of the distribution system or unscheduled load shedding, the embedded open access customer shall be compensated by the distribution licensee by an equal quantum of energy injected by the participating generator in the same time block and the generator will not be eligible for any compensatory payments for that quantum of energy.
- 31.23 Distribution License shall make necessary computation on the above deviation based on Interface Meter reading, interruption details etc.
- 31.24 The accounts will be settled on monthly basis.

Reactive Energy Account:

- 31.25 Along with UI/DSM computation, SLDC will prepare Reactive Energy account and intimate the details to the respective Distribution licensees and open access consumers. Weekly Interface Meter data

will be used for the computation. This will be done on weekly basis. Rate will be finalized by the commission from time to time.

32. Billing

32.1 Short-term Open Access

32.1.1 The payment of charges by short-term open access customers availing day ahead/collective transaction or advance STOA shall be made in advance based on the intimation from SLDC within 3 days or prior to actual scheduling of transaction, whichever is earlier.

32.2 Long-term and Medium-term Open Access

32.2.1 The charges for the use of the intra-state transmission system by Long-term Open Access customers and Medium-term open access customers shall be settled on a monthly basis.

32.2.2 The bill with respect to such charges shall be dispatched by the third working day of each month by Chief Engineer (Transmission) and shall reflect the charges determined for the preceding month based on the transaction account prepared by SLDC.

32.2.3 A Transmission and/or distribution System User shall also be liable to pay an additional penal charge at 150% of the rate of the transmission and/or wheeling charges for the use of intra-state transmission and/or distribution system which is in excess of 10% of the transmission and/or distribution capacity rights allotted to such user.

32.2.4 The amount so collected by way of penal charge shall be accounted in a separate account to be utilized by the Transmission licensee for power system improvement.

32.2.5 A Transmission and/or distribution System User shall not be entitled to a refund of the transmission and/or wheeling charge paid for capacity.

32.2.6 In case the open access customer overdraws or over-injects by more than 12% in two consecutive time blocks for at least 5 times during any period in a month, then the SLDC shall issue notice to such open access customer for revising the open access allocation by following due procedure in accordance with this procedure and the regulation. In case such open access customer ignores such notice and SLDC detects overdrawal or over-injection beyond 12% in two consecutive time blocks for at least 3 more times, then SLDC shall curtail the entire open access transactions scheduled by such open access customer and may resort to disconnection

of such customer in view of system safety and grid security considerations.

33. Terms of payment

33.1 Short-term Open Access

- 33.1.1 Short-term open access payments shall be made transaction-wise.
- 33.1.2 All payments in respect of day-ahead/collective and advance STOA shall be remitted in advance based on the intimation from SLDC within 3 days through Electronic Transfer/RTGS in favour of "SLDC Short-term Open Access Account" payable at par at Kalamassery.
- 33.1.3 The alternative of remittance of payments through irrevocable revolving letter of credit shall be considered, in future reviews of these Procedures, after gaining practical experience.
- 33.1.4 None of the charges payable by Short-term Open access customers and/or any other Utilities involved in the transaction shall be adjusted by them against any other payments/charges.

33.2 Long-term and Medium-term Open Access

- 33.2.1 All payments associated with long-term Open access and medium-term open access shall be made by the Applicant/customer in favour of respective Deputy Chief Engineers (Transmission).
- 33.2.2 Payments shall be made as per the terms of the agreement.
- 32.2.3 All payments shall be remitted through Electronic Transfer/RTGS payable at par at the location specified by STU and shall be paid by the Open access customer within five working days from the bill date.
- 32.2.4 In case the payment of any bill is delayed beyond the due date, a late payment surcharge at the rate of one and a half percent per month or part thereof shall be levied.
- 32.2.5 In case of default in payment of charges by the Open access customer, then the services will be discontinued after giving a notice of ten days and the supply will be disconnected thereafter, without prejudice to right to recover applicable charges.

34. Payment Security Mechanism

34.1 Short-term Open Access

34.1.1 For day-ahead/collective transactions and advance STOA, no payment security mechanism is proposed now.

34.2 Long-term and Medium-term Open Access

Irrevocable Revolving Letter of Credit

34.2.1 Upon receipt of intimation of sanction of the open access the customer shall open a irrevocable revolving letter of credit (LC) in favor of the STU and/or the Distribution licensee as the case may be.

34.2.2 The LC shall be opened in a Nationalised Bank as mutually agreed between the customer and the STU and/or Distribution licensee.

34.2.3 The LC shall be opened within thirty days from the date of commencement of availing open access.

34.2.4 The LC shall be maintained with the STU for an amount equal to three months average billing of transmission charges on the basis of open access capacity allotted and the LC to be maintained with the Distribution licensee of the area of supply shall be for an amount equal to three months average billing of wheeling charges, surcharge and additional surcharge on the basis of open access capacity allotted.

34.2.5 The LC shall remain valid for the entire duration of the open access allotted.

34.2.6 The LC shall be negotiated by the STU and/or distribution licensee on the basis of the transmission, wheeling and other charges and when the customer fails to remit the monthly payment.

35. Default in payment

35.1 In case of a payment default the SLDC shall suspend the transaction forthwith and the transaction shall be scheduled only after the outstanding payments have been made in full along with interest at the rate of one and a half percent per month or part thereof. In case of persistent payment defaults, new applications from such a customer may not be entertained by the SLDC for a period up to twelve months.

36. Consent by nodal agencies for intra-state open access

- 36.1 While processing the application seeking consent for intra-state open access, the nodal agency shall ensure the following:
- (a) Existence of infrastructure necessary for time-block-wise energy metering and accounting in accordance with the provisions of the State Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
 - (b) Availability of capacity in the transmission and/or distribution network.
- 36.2 In case the existence of necessary infrastructure and availability of capacity in the transmission and/ or distribution network have been established, the nodal agency shall convey its consent to the applicant by e-mail or fax or by any other standard mode of communication, within three working days of receipt of the application.
- 36.3 In case the nodal agency finds that the application for consent is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or fax or by any other standard mode of communication, within two working days of receipt of the application.
- Provided that the application may be resubmitted after curing the defect and the date of its re-submission shall be the deemed to be the date of application.
- 36.4 In case the application has been found to be in order but the nodal agency refuses to give consent on the grounds of non-existence of necessary infrastructure or unavailability of surplus capacity in the transmission and / or distribution network, such refusal shall be communicated to the applicant by e-mail or fax or by any other standard mode of communication, within the period of three working days from the date of receipt of the application, along with reasons for refusal.
- 36.5 In case the nodal agency has not communicated any deficiency or defect in the application within two working days from the date of receipt of application, or refusal or consent within the period of five working days from the date of receipt of the application, consent shall be deemed to have been granted.

37. General

- 37.1 An application sent through E-Mail shall be processed by SLDC after receipt of the advance payments as specified in these guidelines.

- 37.2 The nodal agency will provide intimation of sanction and other information to the applicant/customer through normally accepted modes of communication including fax, e-mail etc.
- 37.3 Re-routing of an approved transaction through an alternate transmission system/network by the customer would be considered on its merits, if found possible, on receipt of a request.
- 37.4 Amendment/modification to an existing agreement shall be treated as a fresh application.
- 37.5 All costs/expenses/charges associated with Bank Draft/Letter of Credit/Bank Guarantee shall be borne by the applicant/customer.
- 37.6 The applicant/customer shall indemnify at all times and shall undertake to indemnify, defend and save the Distribution system/Transmission system & SLDC from any and all damages, losses, claims and actions including those 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.

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C4	Decision on connectivity
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	Annexure A
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On Non Judicial Stamp paper of Rs.10

AFFIDAVIT

In the matter of filing application to Kerala State Electricity Board Limited, for grant of Connectivity under KSERC Regulations, 2013.

I.....(Name).....S/o Shri(Father's name)... working as (Post)..... in(name of the Company).....,having its registered office at (address of the company)....., do solemnly affirm and say as follows:

1. I am the (Post)..... of(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
2. I submit that M/s.....(name of the company)..... is a registered company(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of CERC and KSERC, the company can file the enclosed application.
3. I submit that all the details given in the enclosed application for grant of Connectivity alongwith necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To be duly attested by Notary)

APPLICATION FOR GRANT OF CONNECTIVITY

- 1. Name of Applicant**
- 2. Address for correspondence**
- 3. Contact Details (Main)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 4. Contact Details (Alternate)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 5. Nature of applicant:** (Generator (other than Captive)/ Captive Generator / Consumer)
- 6. Details for connectivity**
 - a. Capacity for which connectivity is required
 - b. Date from which connectivity is required
- 7. Location of the generating station/ consumer**
 - a. Nearest town/ village
 - b. District
 - c. Latitude
 - d. Longitude
- 8. Installed capacity of Generating station**
 - a. Unit 1:
 - b. Unit 2:
 - c.
 -
- 9. Commissioning schedule of Generating station**
 - a. Unit 1:
 - b. Unit 2:
 - c.
 -
- 10. Details of the generating station (Documentary evidence to be attached)**
 - a. Name of the power plant:
 - b. Promoter
 - c. Fuel and quantity tied up
 - d. Source of fuel
 - e. Generation voltage
 - f. Step up voltage
 - g. Base load/ Peaking
 - h. Whether land has been acquired (Copy of the ownership /Copy of notification in case land is to be acquired under the LA Act 1894)

- i. Environmental clearance (copy of the clearance/ First level submission)
 - j. Forest clearance (if applicable)
 - k. Water linkage
- 11.** Details of the nearest sub stations (for customers and generating stations connected to STU)
- a. Name of the nearest substation 1
 - a.i. Voltage levels available
 - a.ii. Owner
 - a.iii. Distance
 - b. Name of the nearest substation 2
 - b.i. Voltage levels available
 - b.ii. Owner
 - b.iii. Distance
 - c. Details of the connectivity proposed from the premises to the nearest substation
 - d. Whether dedicated line is involved and details if applicable
- 12.** Details of the nearest sub stations (for customers and generating stations connected to Distribution system)
- a. Name of the nearest line available 1
 - a.i. Voltage level
 - a.ii. Substation to which the line is connected
 - a.iii. Owner of the line
 - a.iv. Owner of the substation
 - a.v. Distance from the premises to the line
 - a.vi. Distance from the point of interconnection to the substation
 - b. Name of the nearest line available 2
 - b.i. Voltage level
 - b.ii. Substation to which the line is connected
 - b.iii. Owner of the line
 - b.iv. Owner of the substation
 - b.v. Distance from the premises to the line
 - b.vi. Distance from the point of interconnection to the substation
 - c. Details of the connectivity proposed from the premises to the nearest substation
 - d. Whether dedicated line is involved and details if applicable
- 13.** Details of DD/ Fund transfer for Application fee
- a. Amount
 - b. DD/Transaction details
 - c. Date
 - d. Bank/ branch

FORMAT-C2

FORMAT FOR ADDITIONAL INFORMATION TO BE FURNISHED FOR SIGNING CONNECTION AGREEMENT TO INTRA-STATE TRANSMISSION SYSTEM

General Information to the Applicants

1. Applicant given intimation for Connectivity to the grid by the STU as per **FORMAT-C3** shall have to furnish additional details to STU for signing of “Connection Agreement” as per the enclosed format.
2. The STU will process the information provided in this format and will intimate the Connection details Pursuant to such Connection details, the applicant shall have to sign “Connection Agreement” with STU prior to the physical inter-connection. In case the connectivity is granted to the Distribution system, a tripartite agreement shall be signed between the applicant, the State Transmission Utility and such distribution licensee, in line with the provisions of the Regulations. After signing of the Agreement, Nodal Agency will provide a copy of the same to concerned SLDC.

A. DETAILS OF APPLICANT

1.	Name of the Applicant Company	:	
2.	Details of Grant of Connectivity (a) Connectivity Intimation No. (b) Date	:	
2.	Address for Correspondence	:	
3.	Contact Person 3.1 Prime Contact Person (a) Name (b) Designation (c) Phone No. (d) FAX (e) E-mail 9.4 Alternate Contact Person (a) Name (b) Designation (c) Phone No. (d) FAX (e) E-mail	:	
4.	Status of Applicant Company (Please tick the appropriate box)	:	<input type="checkbox"/> Generating Station including Captive generating plant <input type="checkbox"/> Bulk Consumer
5.	Estimated time of completion of project (Please enclose PERT chart)	:	

B. MAPS AND DIAGRAMS

1. Provide necessary survey of India topo sheet clearly marking the location of the proposed site. **Schedule - I**
2. Provide site plan (both hard and soft copy in AutoCAD 2000 & above version) in appropriate scale. **Schedule – II.** The site plan should indicate following details
 - a. The proposed location of the connection point
 - b. Generators
 - c. Transformer
 - d. Site building
3. Provide an electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant. The plan is to be submitted in both hard copy and soft copy in AutoCAD 2000 & above version **Schedule - III**

C. DETAILS OF CONNECTION - GENERATION PLANT

1.	Type of Generation Plant (Hydro, Thermal, Gas etc	:	
2.	Rating of Generator Units	:	Schedule – IV
3.	Maximum Export Capacity Required	:	
4.	Maximum Import Capacity required This is the amount of import capacity that the site will require during startup (MVA)	:	
5.	Station house load during normal operating conditions (MW/MVAR)	:	
6.	Expected running regime e.g. base load, peaking etc	:	
7.	Generator Data for Fault (Short Circuit Studies)	:	Schedule – V
8.	Dynamic Simulation Data Generator Excitation Power System Stabilizer	:	Schedule – VI Schedule – VII Schedule – VIII

D. DETAILS OF CONNECTION – BULK CONSUMER

1.	Type of Load (Industrial/Commercial) including type of industry, i.e. electric furnace, rolling mills, manufacturing, assembly line, etc.	:	
2.	Peak requirement of load in MVA, MW and MVAR	:	
3.	Peak import required in MVA, MW and MVAR	:	
4.	Month-wise Peak import required in MVA, MW and MVAR	:	
5.	Month-wise Energy requirement in MUs.	:	
6.	Data for Fault (Short Circuit Studies)	:	Single phase and three phase Fault level

E. DETAILS OF CONNECTION – DATA AND VOICE COMMUNICATION

1.	Type Data Gateway (Remote Terminal Unit/ Substation Automation System Gateway)	:	(Whether RTU/ Substation Automation System Gateway ; and Number of data ports)
2.	Data Communication connectivity Standard followed (As per interface requirement and other guideline made available by the respective RLDC)	:	(Type of Communication Protocol, i.e. 101(serial port) or 104(Ethernet), etc.)
3.	Write here the communication media, interface and capacity being targeted for connection for Data and voice Communication	:	(Communication media: For example fibre optics, PLCC, etc. Interface : Example RS 232C, G.703) or as per mutual agreement Capacity : 1200 baud, 64 Kbps, 9.6 Kbps, etc as per mutual

This is to certify that the above data submitted with the application are pertaining to connection sought for the STU. Further, any additional data sought for processing the application shall be furnished.

Authorized Signatory Of Applicant

Name :

Designation :

Seal :

Place :

Date :

Schedule – I: Survey of India topo sheet clearly marking the location of the proposed site

Schedule – II: Site plan in appropriate scale.

Schedule – III: Electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant.

Schedule – IV: Rating of Generating Units

(Add additional sheets if number of units are more)

		Unit – 1	Unit - 2	Unit – 3
1.	Unit Rating (MVA)			
2.	Normal Max. Continuous Generation Capacity at Normal operating temperature (MW)			
3	Normal Max. Continuous Export Capacity at Normal operating temperature (MW)			
4	Maximum (Peaking) generating Capacity at min ambient air temperature (MW)			
5	Maximum (Peaking) Export Capacity at min ambient air temperature (MW)			
6	Minimum Continuous Generating Capacity (MW)			
7	Minimum Export Generating Capacity (MW)			
8	Normal Maximum Lagging MVAR at rated MW output			
9.	Normal Maximum leading MVAR at rated MW output			

Please attach a capability Curve : _____

Drawing no. of the Capability Diagram attachment

Schedule – V: Generator Data for Fault (Short Circuit Studies)

All data to be provided on pu machine MVA base

1.	Direct Axis Transient Reactance (Unsaturated)	X_d'	
2.	Sub-transient Reactance (Unsaturated)	X_d''	
3.	Synchronous Reactance	X_s	
4.	Zero Phase Sequence Reactance	X_0	
4.	Negative Phase Sequence Reactance	X_2	

Dynamic Simulation Data

Schedule – VI: Generator Data

All data to be provided on pu machine MVA base

1.	Direct Axis Positive Phase Sequence Synchronous Reactance	Xd	
2.	Quadrature Axis Positive Phase Sequence Synchronous Reactance	Xq	
3.	Direct Axis Transient Reactance (unsaturated)	Xd'	
4.	Quadrature Axis Transient Reactance (unsaturated)	Xq'	
5.	Sub-Transient Reactance (unsaturated)	Xd''	
5.	Armature Leakage Reactance	Xl	
6.	Direct Axis Transient open circuit Time Constant (Secs)	Tdo'	
7.	Direct Axis Subtransient open circuit Time Constant(Secs)	Tdo''	
8.	Quadrature Axis Transient open circuit Time Constant(Secs)	Tqo'	
9.	Quadrature Axis Subtransient open circuit Time Constant(Secs)	Tqo''	
10.	Inertia of complete turbogenerator (MWs/MVA)	H	
11.	Please provide open circuit magnetization curve enter drawing number here or mention "assume"		

if OCC not available then KSEB shall assume magnetic saturation characteristics

Schedule – VII : Excitation Data

Please submit Laplace domain control block diagram that represents the generator excitation system in accordance with the IEEE standard excitation model or as otherwise agreed with KSEB. This control block diagram should completely specify all the time constants and gains to fully explain the transfer function from the compensator or generator terminal voltage and field current to generator voltage. IEEE standard excitation model available with PSS/E simulation package will be used by KSEB

Two Winding Transformer Data

1.	Transformer positive sequence resistance (R1%)	
2.	Transformer positive sequence reactance (X1%)	
3.	Transformer zero sequence resistance (R0%)	
4.	Transformer zero sequence reactance (X0%)	
5.	Transformer Vector group	
5.	Nature of Tap Changer (on load/off load)	
6.	Number of steps and step size	

Schedule – VIII: Three Winding Transformer Data

1.	Transformer Vector group	
2.	Positive sequence resistance (R1HL1%) between HV/LV1	
3.	Positive sequence reactance (X1HL1%) between HV/LV1	
4.	zero sequence resistance (R0HL1%) between HV/LV1	
5.	zero sequence reactance (X0HL1%) between HV/LV1	
6.	Positive sequence resistance (R1HL2%) between HV/LV2	
7.	Positive sequence reactance (X1HL2%) between HV/LV2	
8.	Transformer zero sequence resistance (R0HL2%) between HV/LV2	
9.	zero sequence reactance (X0HL2%) between HV/LV2	
10.	Positive sequence resistance (R1L1L2%) between LV1/LV2	
11.	Positive sequence reactance (X1L1L2%) between LV1/LV2	
12.	zero sequence resistance (R0L1L2%) between LV1/LV2	
13.	zero sequence reactance (X0L1L2%) between LV1/LV2	
14.	Positive sequence resistance (R1HL1//L2%) between HV/(LV1+LV2)	
15.	Positive sequence reactance (X1HL1//L2%) between HV/(LV1+LV2)	
16.	zero sequence resistance (R0HL1//L2%) between HV/(LV1+LV2)	
17.	zero sequence reactance (X0HL1//L2%) between HV/(LV1+LV2)	

FORMAT- C3

Intimation for grant of Connectivity

1	Intimation No.
Date :	
2	Ref. Application No.
Date :	
3	Name of the Applicant
4	Address for correspondence
5	Nature of the Applicant
Generator (other than captive)	
Captive Generator	
Bulk Consumer	
6	Details for Connectivity
6a	Capacity(MW) for which connectivity is granted
6b	Point at which Connectivity is granted
6c	Date from which connectivity is granted
6d	Transmission System Required for Connectivity
6e	Implementing Agency for transmission system required for connectivity
6f	Agencies between which agreement is to be signed for implementation of transmission system required for connectivity
7	Transmission Charges Applicable for the dedicated line
8	Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant
9	Location of the Generating Station / Bulk Consumer
Nearest Village / Town	
District	
State	
Latitude	
Longitude	

10	Installed Capacity of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
11	Commissioning Schedule of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	

1. **Note :-**Applicant given intimation for Connectivity to the grid shall have to furnish additional details to STU for signing of “Connection Agreement” These details are to be furnished to STU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by STU. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
2. The STU will process the above information and will intimate the Connection details as per details given by the applicant. Pursuant to such Connection details, the applicant shall have to sign “Connection Agreement” with STU prior to the physical interconnection. In case the connectivity is granted to a system other than that of STU, a tripartite agreement shall be signed between the applicant, the State Transmission Utility and such other licensee, in line with the provisions of the Regulations.

FORMAT-C4

Draft Letter furnishing Connection Details for Connection to the Intra-State Transmission Grid by the STU

[Name]

[Address of the party]

Subject : Connection Details for connection to the Intra-State Transmission Grid.

Sir,

This is with reference to your application No. _____ dated _____ seeking connectivity to the Intra-State Transmission System. We have examined your proposal and you are hereby permitted connectivity to the grid as per the details given below:

1. Name of the Link (sub- :
station /line) at which
connectivity granted
2. Voltage level :
3. Type of Link :
4. Reactive compensation to be : [Specify rating reactive
provided compensation if any]
5. Maximum Import :
Capacity through the
Link
6. Maximum Export :
Capacity through the
Link
7. Expected date of :
commercial operation
8. Bay allocated in the switchyard : Bay No. [refer enclosed single
of connectivity line diagram at **Annexure-I**]
9. Equipment to be provided by : [refer **Annexure-II**]
applicant in the allocated bay
meeting the requirement of
Central Electricity Authority
(Technical Standards for
Connectivity to the Grid)
Regulations, 2007 which shall
be compatible with the
equipment installed at other end.
10. Protection Equipment to be : [refer **Annexure-II**]
provided by
applicant shall be meeting the
requirements of Central
Electricity Authority (Technical
Standards for Connectivity to
the Grid) Regulations, 2007 and
shall be compatible & matching
with the equipment installed at
other end

- 11 System recording & SCADA Equipment shall be meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and shall be compatible to facilitate exchange of data with the existing system installed in the ISTS network [refer **Annexure-III**]
- 12 Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost. [refer **Annexure-IV**]
- 13 Name of Communication Link for Data and Voice Communication
- 14 Communication equipment details upto KSEB Data Collection Point
- 15 Site responsibility schedule

It should be noted by the applicant that all the equipments and systems to be provided by applicant shall have to conform to the technical standards as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.

The applicant will establish, test, commission and demonstrate the voice and data communication facilities with SLDC before test charging.

At the connection point to the ISTS, all works associated with bay extension shall be taken-up by KSEB on deposit of cost for the same. However, these equipments shall be owned by the applicant.

Thanking You
Yours faithfully

Annexure - II

Equipment to be provided by applicant in the allocated bay meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Circuit Breaker		
2.	Isolators		
3.	Earth Switches		
4.	CT		
5.	CVT		
6.	Wave Trap		
7.	Etc.		
8.			
9.			

Annexure-III

System recording & SCADA Equipment to be provided by the applicant

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Event Logger		
2.	Disturbance recorder/ Fault locator		
3.	Data Acquisition System		
4.	Communication equipment		
5.	Etc.		
6.			
7.			

Annexure-IV

Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost

Annexure-V

Communication equipment details upto KSEB Data Collection Point

Annexure-VI

Site responsibility schedule

A. Principle & Procedure :

The responsibility of control, operation, maintenance & all matters pertaining to safety of equipments and apparatus at the connection point shall lie with the owner of equipment. For ease of day-to-day operation as a general practice O&M is carried out by the owner of the substation in whose premises the proposed bay is located for which a separate O&M contract is entered into, based on mutually agreed terms and conditions.

B. List of equipment and their ownership at the connection point :

Sl. No.	Name of Equipments	Ownership
1.		
2.		
3.		
4.		
5.		
6.		
7.		

C. Site common Drawings :

- a. Site layout
- b. Electrical layout (SLD)
- c. General Arrangement Drawings (GA)
- d. Details of protection
- e. Common services drawing

FORMAT-C5

CONNECTION AGREEMENT

THIS AGREEMENT entered into on the day of Two Thousand

BETWEEN:

KERALA STATE ELECTRICITY BOARD Ltd., incorporated under the Companies Act, 1956 and wholly owned by Government of Kerala, having its registered office at Vidyuthi Bhavanam, Pattom P.O, Thiruvananthapuram-695 004 (hereinafter called “KSEB Ltd.” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) and for the purposes of this Connection Agreement the KSEB Ltd. shall act through its

.....*[address of the regional head quarter where connection shall be located]* Unit;

AND

[Name and registered address of the applicant Company] (herein after called “**the Applicant**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

KSEB Ltd. and applicant are hereinafter collectively referred to as “Parties” and individually as “Party”. (or amongst KSEB Ltd. and Applicant As applicable)

WHEREAS:

- (i) The Applicant has applied to the KSEB Ltd for connection of the *[mention generating station including a captive generating plant or Distribution licensee or Bulk consumer as appropriate]* facility to use KSEB Ltd.'s Transmission or Distribution System to transmit electricity to and or from the facility through the Intra-State Transmission System.
- (ii) The KSEB Ltd. has agreed to the connection of the *[mention generating station including a captive generating plant or Distribution licensee or Bulk consumer as appropriate]* Facility to the Transmission/Distribution and Communication System (via the applicant’s Site-Related Connection Equipment) at the Connection Point (.....
.....
Mention details of the connection point, the name of sub-station, name of line which is to be made LILO, etc.....) using the Transmission/Distribution and Communication System of the KSEB Ltd., as the case may be, to transmit electricity as well as real time data to and or from the Facility through the intra-state Transmission/Distribution and Communication System.
- (iii) The Parties shall enter into this Connection Agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, in addition to the works to be carried out by the KSEB Ltd. for the interconnection.
- (iv) The parties shall separately take up modalities for implementation of the works on either side of interconnection. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties is being executed in time.

- (v) For the regular O&M of the connection equipments used by the applicants and located in the STU's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- a) The parties shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013, Kerala State Grid Code, 2005 and Kerala Electricity Supply Code, 2014 in respect of procedure of grant of connectivity and other matters.
- b) The cost of dedicated line in the transmission system or distribution system required to be constructed and the cost of augmentation of the transmission system and/or distribution system and associated facilities to be carried out for grant of connectivity shall be borne by the Applicant.
- c) KSEB Ltd./the Applicant shall carry out these works as per the time lines prescribed in Kerala Electricity Supply Code, 2014 or as per the time lines provided in the Annexure to this agreement. The
- d) The applicant shall at its cost provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy, status of circuit breaker& isolators positions, transformer taps and other parameters from their station to SLDC.
- e) The Applicant shall be eligible for connectivity to the intra-state transmission system from ----- on completion of works identified for providing the connectivity, subject to the Applicant making all payments towards cost of works to be carried out by KSEB Ltd. within 30 days of this agreement.
- f) The grant of connectivity will not entitle the Applicant to interchange any power with the grid unless it obtains long-term access, medium-term open access or short-term open access. Any interchange of power with the grid without any type of open access shall amount to violation of the regulations and is liable to be proceeded against by the Commission in accordance with section 142 of the Act. However, the Applicant, being a generator, may be allowed to inject infirm power during testing including full load testing before commencing its commercial operation after obtaining prior permission of the State Load Despatch Centre.

1.2 The following documents and their schedules which have been initialed by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below :-

- (a) Application for seeking connection to the inter-State transmission system.
- (b) Intimation for Grant of Connectivity
- (c) Additional information for Grant of Connectivity
- (d) Connection Offer Letter;
- (e) This Agreement;

2.0 Agreement To Pay Charges And Costs

2.1 Agreement to Monthly Transmission Tariff

The applicant declares that it shall pay the Monthly Transmission Tariff for use of Intra-State Transmission System, as and when Long term access, Medium-term open access or short-term open access is availed by the applicant, in accordance with the regulations of KSERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of KSEB Ltd. for accommodating the proposed connection as specified in the letter of KSEB Ltd. furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the KSEB Ltd. which has been notified by the KSEB Ltd. within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay Charges for construction of Bays:

The applicant will pay charges and abide by the conditions prescribed by KSEB Ltd. for the Erection of equipment of applicant in the substation premises of the KSEB Ltd. for construction of bays, if required.

2.5 Agreement to pay O&M Charges:

The applicant shall pay O&M charges to the KSEB Ltd. on mutually agreed terms for the bay equipment of applicant being operated & maintained by KSEB Ltd. in their substation. These O&M charges will be governed time to time as per the mutually agreed terms.

3.0 Conditions Precedent to the implementation of the Commissioning Instructions

The applicant shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the KSEB Ltd. is satisfied (by acting reasonably) that:

- (a) the Connection Works have been completed;
- (b) the applicant has complied with its all obligations as set out in the Offer Letter;
- (c) the applicant has demonstrated the voice & data communication facilities to SLDC;
- (d) the applicant has obtained necessary approvals like PTCC, Electrical Inspectorate etc. from competent authority;
- (e) the applicant has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and Kerala State Grid Code, 2005

4.0 Metering

The applicant shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006.

5.0 Site Access

Being restricted area KSEB Ltd. may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant in it's premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc, based on a written request by the applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the KSEB Ltd.'s authorized representative to safeguard the safety and security requirements of KSEB Ltd.'s installations and safety of the representatives of the applicant.

Similarly the applicant may also allow, on prior permission, site access to the KSEB Ltd.'s employees and/or agents and/or invitees to carry out preliminary site investigation works, inspections, etc in the connection site of the applicant, provided that a written request has been made giving reasonable advance notice.

5.1 Conditions of access

Site access for the KSEB Ltd./applicant shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the KSEB Ltd./applicant and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

6.0 Transfer Assignment and Pledge

The applicant shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

7.0 Notice

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.

The authorities of the parties who shall responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

8.0 Settlement of Disputes and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

9.0 Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of KSEB Ltd. or the applicant which could not be foreseen or with a reasonable amount of

diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include :

- (i) Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- (ii) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- (iii) nuclear explosion, radio active or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, intra-state transmission system of KSEB Ltd. or any facility or system that is integral to and substantial for the performance of this agreement.
- (iv) any event or circumstances of a nature analogues to any events set forth above within India.

Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure event notify the other in writing of such cause(s).

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

10. Amendment to The Connection Agreement

In case of Modification to point of connection like re-allocation of bays, upgradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the KSEB Ltd. and the Applicant have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Witness

Signed for and on behalf of:-

KSEB Limited

Signed for and on behalf of:-

[The Applicant]

FORMAT-R

**APPLICATION FOR REGISTRATION
(To be submitted to SLDC)**

- 1. Name of Applicant**
- 2. Address for correspondence**
- 3. Contact Details (Main)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 4. Contact Details (Alternate)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 5. Nature of applicant:** (Generator (other than Captive)/ Captive Generator / Customer/Licensee/Trader)
- 6. Type of application (STOA/MTOA/LTA)**
- 7. Trading License No. and type (if applicable)**
- 8. Point of injection/ withdrawal :**
 - a. Transmission zone (if applicable)
 - b. Distribution zone (if applicable)
- 9. Location of the generating station/ consumer**
 - a. Nearest town/ village
 - b. District
 - c. Latitude
 - d. Longitude
- 10. Details of metering**
 - a. Whether Meters provided are capable of measurement as necessitated by the CERC regulations on deviation settlement mechanism
 - b. Whether check meter provided
 - c. Whether the meters and instrument transformers comply with the regulations of CEA
- 11. Connectivity details (Copy to be enclosed)**
- 12. Tripartite agreement (if applicable)**
- 13. Consent issued from area distribution licensee (copy to be enclosed)**
- 14. Additional Details for embedded consumer**
 - a. Name and consumer No. of the applicant with SEB
 - b. Present contract Demand (a)
 - c. Maximum Power to be drawn through Open access (b)

- d. Whether any power is intended to be drawn from KSEB, if so to what extent, (c)
 - e. Whether (b+c)>a
- 15.** Details of one time application fee remitted:
Amount: Rs.10,000/ (Rs. Ten thousand only)
DD No. /NEFT/RTGS details
Bank/ Branch
- 16.** Declaration
- a. It is hereby agreed that MOU / Agreement(s) between buyer / seller / trader shall be executed before the application for Open Access is made and shall be produced on demand.
 - b. All entities including buyer / seller / trader to the transaction shall abide by the provisions of the Kerala State Electricity Regulatory Commission 'Terms and Conditions of Open Access Regulations, 'Procedure for the scheduling of bilateral transactions and provisions contained in Electricity Act 2003, and its amendments time to time

Signature
Name
Designation

Place:

Date:

INTIMATION OF REGISTRATION

- 1. Alloted Registration No. :**
(Please quote in all future correspondence)
- 2. Name of Applicant**
- 3. Address for correspondence**
- 4. Contact Details (Main)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 5. Contact Details (Alternate)**
 - a. Contact Person
 - b. Designation
 - c. Phone (Land line)
 - d. Phone (Mobile)
 - e. Fax
 - f. E-Mail
- 6. Nature of applicant:** (Generator (other than Captive)/ Captive Generator / Customer/Licensee/Trader)
- 7. Type of application (STOA/MTOA/LTA)**
- 8. Trading License No. and type (if applicable)**
- 9. Point of injection/ withdrawal :**
 - a. Transmission zone (if applicable)
 - b. Distribution zone (if applicable)
- 10. Location of the generating station/ consumer**
 - a. Nearest town/ village
 - b. District
 - c. Latitude
 - d. Longitude
- 11. Details of metering**
 - a. Whether Meters provided are capable of measurement as necessitated by the CERC regulations on deviation settlement mechanism
 - b. Whether check meter provided
 - c. Whether the meters and instrument transformers comply with the regulations of CEA
- 12. Additional Details for embedded consumer**
 - a. Name and consumer No. of the applicant with KSEB
 - b. Present contract Demand (a)
 - c. Maximum Power to be drawn through Open access (b)
 - d. Whether any power is intended to be drawn from KSEB, if so to what extent,(c)
 - e. Whether (b+c)>a

Signature of Officer in charge
Name
Designation

Place:

Date:

FORMAT FOR CONSENT FOR OPEN ACCESS
(To be issued by the distribution licensee)

Application No. <Application no.as given by the applicant>

Consent No.<To be issued by the distribution licensee>

1. Applicant
2. Consumer Name
3. Consumer No.
4. Registration No. issued by SLDC
5. Availability of Energy metering infrastructure complying with ABT metering

Available/Not available

6. AMR facility with communication medium Available/Not available

7. Availability of RTU and communication system for online data transmission to SLDC

Available/Not available/ Not mandatory

8. Whether the consumer is having any outstanding dues for more than 2 months billing

9. Open Access consent is required for

From	To	Consent for Open access required for	Quantum to be taken from licensee	Contract demand	Remarks
Date/Hrs	Date/Hrs	MW	MW	MW	

10. Details of interface with the licensee

- a) Voltage level
- b) Substation to which connected
- c) Feeder name if the connection is not through a dedicated feeder

11. Anticipated source of power for which open access is sought

12. Whether back up power is required from the licensee in the event of any curtailment / non-availability of power from the seller

13. Whether MOU/ Agreements between buyer / trader and seller is executed

14. Wheeling charges applicable:

15. Cross subsidy charges applicable:

16. Additional surcharge:

17. Taxes if any:

18. Details of any load restriction within the control area of the licensee

19. Open access consent issued for

From	To	Consent for Open access required for	Quantum to be taken from licensee	Contract demand	Remarks
Date/Hrs	Date/Hrs	MW	MW	MW	

Curtailed consent issued on account of

.....
.....
.....
.....

20. Any other relevant information

Authorised signatory of Licensee

FORMAT B2

APPLICATION FOR CONSENT FOR OPEN ACCESS
(To be submitted to the distribution licensee)

To The Open Access Co-ordinator,

1. Applicant
2. Consumer Name
3. Consumer No.
4. Registration No. issued by SLDC
5. Availability of Energy metering infrastructure complying with ABT metering

Available/Not available

6. AMR facility with communication medium Available/Not available

7. Availability of RTU and communication system for online data transmission to SLDC

Available/Not available/ Not mandatory

8. Existing dues with the licensee
9. Average 2 months billing amount by the licensee

10. Open Access consent is required for

From	To	Consent for Open access required for	Quantum to be taken from licensee	Contract demand	Remarks
Date/Hrs	Date/Hrs	MW	MW	MW	

11. Details of interface with the licensee
 - a) Voltage level
 - b) Substation to which connected
 - c) Feeder name if the connection is not through a dedicated feeder

12. Anticipated source of power for which open access is sought

13. Whether back up power is required from the licensee in the event of any curtailment / non-availability of power from the seller

14. Whether MOU/ Agreements between buyer / trader and seller is executed

It is hereby agreed that all entities including buyer / seller / trader to the transaction shall abide by the provisions of the Kerala State Electricity Regulatory Commission 'Terms and Conditions of Open Access Regulations, 'Procedure for the scheduling of bilateral transactions and provisions contained in Electricity Act 2003, and its amendments time to time

Authorised signatory of Applicant

FORMAT B3

PROFORMA FOR ISSUING CONCURRENCE OF OPEN ACCESS APPLICATIONS

Name of Consumer: _____ Consumer No. _____ Contract Demand: _____

SL NO.	PARTICULARS	REMARKS
1*	Availability of 15 minute blocks ABT metering infrastructure	Available / Not Available
2*	RTU for real time data communication facility with SLDC	Available / Not Available
3*	Availability of Transmission Capacity for the OA quantum requested	Available / Not Available
4*	Whether the consumer is having any outstanding dues for more than 2 months billing	Yes/ No (If yes, Rs.....)
5**	Wheeling charges applicablePs/unit
6** i)	Cross subsidy surchargePs/unit
ii)	Additional SurchargePs/unit
iii)	Taxes (If any)	
7	Details of presently available metering system	
8	Any other relevant information	
9	Details of Load shedding	
10	Whether recommended for issuance of NOC	Yes/ No

**Authorised Officer
SLDC
Kerala**

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS
(to be submitted by the customer to SLDC)

To Open Access Coordinator, SLDC, Kerala

1	Customer Application No.	< self generated by customer >		Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >			
3	Nature of Customer*	< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >			

4	Customer Name				
5	Registration Code			Valid up to	

< Registration code shall be as provided by SLDC >

6	Details of Transaction Party's to Grid			
		Injecting Entity		Drawee Entity
	Name of Entity			
	Status of Entity*			
	Utility in which it is Embedded			

< * In terms of ownership- State Utility/CPF/IPF/ISGS/Discom/Consumer/specify, if any other >

7	Details of Injecting/Drawee Connectivity with intra-State System			
		Injecting Entity		Drawee Entity
	Name of Sub-station	Transmission		
		Distribution		
	Voltage Level	Transmission		
		Distribution		
	Name of Licensee (Owner of S/S)			
	Intervening intra-State Licensee			
	Intervening inter-State Licensee			

< Distribution license, if required, may treat interface periphery as its connectivity points >

8	Open Access Sought for (Period from date ____ to date ____)				
	Date		Hours		Capacity
	From	To	From	To	MW*

< MW* at point of injection >

9	Details of PPA/PSA/MoU					
	Name & Address of Parties		Date of PPA/PSA/MoU	Validity Period		Capacity MW*
	Seller	Buyer		Commencement	Expiry	

< MW* at point of injection >

10	Details of Non-Refundable Application Fee Made				
	Bank Details	Instrument Details			Amount(Rs.)
		Type(Draft/Cash)	Instrument No.	Date	

11	I hereby authorize SLDC to process said application, in case open access capacity allotted, for day-ahead scheduling in accordance with the provisions of intra-State ABT.
12	<u>Declaration</u> All Entities/Utilities to transaction shall abide by provisions of the Electricity Act 2003(the Act), SERC (Terms and Conditions for Intra State Open Access) Regulations and any other relevant regulation/order/ code as amended from time to time.

Place

Signature (with stamp)

Date

Name & Designation

Enclosures

- (1) Non-refundable application fee by Demand draft or cash receipt (if payment by cash).
- (2) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.
- (3) Self-certified copies of concurrence of STU and/or transmission licensee and/or distribution licensee. (If period of transaction is of three months and more)
- (4) If any other

Copy to along with relevant enclosures [except (1) & (2)]:

- (1) Chief Engineer of transmission zone involved in transaction
- (2) Chief Engineer of distribution zone involved in transaction or as per clause 14.8 of procedure.
- (3) Officer in charge of transmission substation involved in transaction.
- (4) Officer in charge of distribution substation involved in transaction.
- (5) Any other concerned.

For use of SLDC (with Reference to Enrolment of Application)	
SLDC Reference ID No.	
Nodal SLDC Approval No.	<i>< if approved ></i>
Or Reason of Refusal* (If Refused)	
<i>< * SLDC may also enclose supporting documents for the reasons of refusal duly signed on each page ></i>	

ACKNOWLEDGEMENT

(for office use only)

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) < to be filled by the customer >

1	Customer Application No.	< self generated by customer >	Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >		

<* In terms of power transfer>

4	Customer Name			
5	Registration Code		Valid up to	

< Registration code shall be as provided by SLDC >

(B) < to be filled by SLDC >

Date and Time of Receipt of Application	
---	--

Place
Date

Signature (with stamp)
Name & Designation

FORMAT- ST1: APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS (Page -3 of 3)

.....X.....X.....

ACKNOWLEDGEMENT

(to be issued by SLDC to the customer immediately on receipt of application duly filled in)

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) < to be filled by the customer >

1	Customer Application No.	< self generated by customer >	Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >		

<* In terms of power transfer>

4	Customer Name			
5	Registration Code		Valid up to	

< Registration code shall be as provided by SLDC >

(B) < to be filled by SLDC >

Date and Time of Receipt of Application	
---	--

Place
Date

Signature (with stamp)
Name & Designation

N.B.: This counterfoil may be scored out and issued to the customer.

APPROVAL FOR SHORT-TERM OPEN ACCESS (to be issued by SLDC)							
Nodal SLDC Approval No.		/ (R-0)			Date		
< R-0 states original approval with revision no. - zero >							
1	Customer Application No.	< as provided by customer on FORMAT-ST1 >			Date		
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >					
3	Nature of Customer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) >					
< * In terms of power transfer >							
4	Customer Name						
5	Registration Code				Valid up to		
6 Details of Transaction Party's to Grid							
		Injecting Entity		Drawee Entity			
Name of Entity							
Status of Entity*							
Utility in which it is embedded							
< * In terms of ownership- State Utility/CPP/IPP/ISGS/Discom/Consumer/specify, if any other >							
7 Details of Injecting/Drawee Connectivity with intra-State System							
		Injecting Entity		Drawee Entity			
Name of Sub-station	Transmission						
	Distribution						
Voltage level	Transmission						
	Distribution						
Name of Licensee (Owner of S/S)							
Intervening intra-State Licensee							
Intervening inter-State Licensee							
< Distribution license, if required, may treat interface periphery as its connectivity points >							
8 Open Access Approved for (Period from date _____ to date _____)					Revision No.	0	
Month	Date		Hours		Capacity (MW)		MWh
	From	To	From	To	Applied	Allotted	
Total MWh							
9 Details of Bidding < only in case of Bidding >							
Details of Intra-State System		Date		Hours		Applicable Rate (Rs./kWh)	
		From	To	From	To		
Transmission System							
Distribution System							
<p>10. The approved transaction shall be incorporated in day-ahead scheduling in accordance with the provisions of intra-State ABT. < only in case of approval ></p> <p>11. Please submit following to SLDC with details on format [FORMAT-ST5] in the manner as specified in procedure: < only in case of approval ></p> <p>(a) SLDC Fee Amount Rs. _____ Due Date: _____</p> <p>(b) Security Amount Rs. _____ Due Date: _____</p>							

12. The approval is subject to provisions of SERC (Terms and Conditions for Intra State Open Access) Regulations, 2010 and any other relevant regulation/order/code as amended and applicable from time to time.

< only in case of approval >

13. No approval is being granted on account of < only in case of rejection >

< SLDC shall convey specific reasons if open access is denied and may also enclose supporting documents to support the same duly signed on each page >

Detailed Procedure as per regulation 55(3) of KSERC(Connectivity and Intra-state Open Access) Regulations, 2013

Place

Signature (with stamp)

Date

Name & Designation

Enclosures

- (1) Schedule of payments *< only in case of approval >*
- (2) If any other

Copy to along with enclosures

- (1) Customer
- (2) Chief Engineer of transmission zone involved in transaction
- (3) Chief Engineer of distribution licensee involved in transaction or as per clause 14.8 of procedure.
- (4) Officer in charge of transmission substation involved in transaction.
- (5) Officer in charge of distribution substation involved in transaction.
- (6) Any other concerned.

SCHEDULE OF PAYMENTS (to be enclosed for each month by SLDC along with FOMAT-ST2)			
	Nodal SLDC Approval No. _____ / (R-0)	Date _____	
<i>< 'R-0' states original approval with revision no. - zero ></i>			
1	Customer Application No.	<i>< as provided by customer on FORMAT-ST1 ></i>	Date _____
2	Period of Transaction	<i>< 3 months and more / less than 3 months / day-ahead ></i>	
3	Nature of Customer*	<i>< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) ></i>	
<i>< * In terms of power transfer ></i>			
4	Customer Name	_____	
5	Registration Code	_____	Valid up to _____
6	Tentative* Monthly Payment Schedule for Short-Term Open Access Charges (Period: date ____ to date ____)		Month _____
	Payment Chargeable for	Rate (Rs./kWh)	MWh
	Total (Rs.)		
	(1) Intra-State Network		
	(a) Transmission Charges		
	concerned Transmission Licensee		
	Intervening intra-State Licensee (if any)		
	(b) Wheeling Charges		
	concerned Distribution Licensee		
	Intervening intra-State Licensee (if any)		
	(c) Surcharge		
	concerned Distribution Licensee		
	(d) Additional Surcharge		
	concerned Distribution Licensee		
	(e) SLDC Charges		
	SLDC		
	(2) Inter-State Network		
	Transmission Charges		
	Intervening inter-State Licensee (if any)		
	Total Monthly Payment Amount (Rs.)		
	Place _____	Signature (with stamp)	
	Date _____	Name & Designation	
* Tentative on the basis of MWh mentioned in application which may vary on actual operation.			

CONGESTION INFORMATION AND INVITATION OF BIDDING (to be invited by SLDC)							
SLDC Bidding Invitation No. _____				Date _____			
1	Customer Application No.	<as provided by customer on FORMAT-ST1>				Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >					
3	Nature of Customer*	< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >					
* In terms of power transfer >							
4	Customer Name						
5	Registration Code					Valid up to	
6. The anticipated congestion (transformer and electric line/link) is as follow:							
Network Corridor		Congestion Period				Margin/ Capacity Available MW	Total Capacity Applied by all the Customers MW
Sub-station with Transformation Capacity	Electric Line/Link with Capacity	Date		Hours			
		From	To	From	To		
Intra-State Transmission System							
Intra-State Distribution System							
Inter-State Transmission System							
7. In view of above please submit bid on format [FORMAT-ST4]. The details for bidding are hereunder:							
(a) Bid Invitation Date						Time	
(b) Bid Submission Date						Time	
(c) Bid Opening Date						Time	
(d) Bids Invited for							
Intra-State Network Corridor		Congestion Period				Margin/Capacity Available for Bidding MW	Floor Price Rs./kWh
Sub-station	Electric Line/Link	Date		Hours			
		From	To	From	To		
Name of Transmission System							
Name of Distribution System							
8. In case of non submission of bid, application shall be deemed to have been withdrawn and shall not be processed.							
Place Date				Signature (with stamp) Name & Designation			

BID PROPOSAL

(to be submitted by the customer to SLDC)

Ref: SLDC Bidding Invitation No. _____

Date _____

To: Dy. General Manager (SLDC),

1	Customer Application No.	<as provided by customer on FORMAT-ST1>	Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	< seller/buyer/captive user/trader(on behalf of seller/buyer/captive user) >		

<* In terms of power transfer>

4	Customer Name	
5	Registration Code	Valid up to

6. In reference to above bidding invitation, I hereby submit my bid as follows:

Bidding Details as provided by SLDC							Bid Price to be Quoted by Bidder
Intra-State Network Corridor		Congestion Period				Margin/Capacity Available for Bidding MW	
Sub-station	Electric Line/Link	Date		Hours			Paise/kWh*
		From	To	From	To		
Name of Transmission System							
Name of Distribution System							

< * Bidder shall quote price (rounded-off to whole number) in denotation of floor price >

7. I do hereby agree that determined bid price(s) shall be transmission and/or wheeling charges.

Place
Date

Signature (with stamp)
Name & Designation

On Non Judicial Stamp paper of Rs.50

AFFIDAVIT

In the matter of filing application to **KSEB Ltd** for grant of Long/Medium Term Open Access

I.....(Name).....S/o Shri(Father"s name)..... working as (Post)..... In(name of the Company).....,having its registered office at (address of the company)....., do solemnly affirm and say as follows:

1. I am the (Post) of.....(Name of the Company)....., the representative in the above matter and am duly authorized to file the aboveapplication and to make this affidavit.

2. I submit that M/s.....(name of the company)..... is a registered company(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of KSERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for grant of Long/Medium Term Open Accesss alongwith necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)
Name of the Applicant

(To be duly attested by Notary)

Application for Grant of Medium Term Open Access (MTOA)

1 Name the Applicant

2 Address for Correspondence

3 Contact Details

Prime Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

Alternate Contact Person

Designation

Phone No.(Landline)

Phone No.(Mobile)

Fax

E-Mail

4 Nature of the Applicant

Normal Generator (other than captive)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

Others

5 Details for Medium Term Open Access
(MTOA)

5a Quantum (MW) for which MTOA required

5b Date from which MTOA required

(not earlier than 5months and not later than 1 year from the last day of the month in which application has been received)

5c Date upto which MTOA required

(3 months to 3 years from the date from which MTOA is required)

5d Injection of Power

Entity

State/Region

Quantum

Connectivity with the Grid

5e Drawal of Power

Entity

State/Region
Quantum

Connectivity with the Grid

6 Details of DD/Cheque (Application Fee)

Amount (in Rs.)
DD/Cheque No.
Date
Bank Name Branch Name

7 Details of Bank Guarantee

Amount (in Rs.)
Bank Name
Period of Validity

Place:
Date:

Signature of the Applicant

Intimation for grant of Medium Term Open Access (MTOA)

- 1 Intimation No.
Date :
- 2 Ref. Application No.
Date :
- 3 Name of the Applicant
- 4 Address for Correspondence
- 5 Nature of the Applicant
Normal Generator (other than captive)
Captive Generator
Bulk Consumer
Electricity Trader
Distribution Licensee
- 6 Details for Medium Term Open Access (MTOA)
 - 6a Quantum (MW) for which MTOA is granted
 - 6b Date from which MTOA is granted
 - 6c Date upto which MTOA is granted
- 7 Injection of Power

Entity
State/Region
Quantum
Connectivity with the Grid
- 8 Drawal of Power

Entity
State/Region
Quantum
Connectivity with the Grid
- 9 Transmission Charges Applicable

Signature
Name and Designation

**AGREEMENT FOR MEDIUM TERM OPEN ACCESS
AMONG
KERALA STATE ELECTRICITY BOARD Ltd.
AND**

.....
(name of distribution licensee)*

AND

.....
(name of open access customer)

This Agreement for availing medium term open access entered into on the _____ day of _____ Two Thousand _____ between KERALA STATE ELECTRICITY BOARD Ltd., incorporated under the Companies Act, 1956 and wholly owned by Government of Kerala, having its registered office at Vydyuthi Bhavanam, Pattom P.O, Thiruvananthapuram-695 004 (hereinafter called “KSEB Ltd.” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the First part;

And _____ a distribution licensee other than KSEB Ltd and incorporated under _____ under the Companies Act, 1956/body corporate/artificial juridical person* having its registered office at _____, _____, _____ (hereinafter called “Distribution Licensee” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the Second part*;

And _____ a company incorporated under the companies Act, 1956/body corporate/artificial juridical person/person* having its office at _____, _____, _____ and granted with medium term open access in accordance with the provisions of KSERC (Connectivity and Intra-state Open Access) Regulations, 2013 (hereinafter called “Medium Term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the Second/Third* part.

And Whereas the Medium Term Open Access Customer is a generating company/licensee/ consumer/others* permitted as eligible entities by Kerala State Electricity Regulatory Commission and is desirous to avail Medium Term Open Access in accordance with Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013 and Electricity Act 2003 to the Transmission and/or Distribution System of KSEB Ltd and/or Distribution Licensee*.

And Whereas in accordance with Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013 and Electricity Act 2003 open access has been granted by KSEB Ltd. to the Medium Term Open Access Customer as per _____, which shall form part of this agreement.

And Whereas the Medium Term access is required by the Medium Term Open Access Customer as per the following details:

Injection Utility

Name _____
Location _____
Region _____
Capacity(MW)_____

Drawee Utility(ies)

Name _____
Location _____
Region(s)_____
Capacity(MW)_____

Date from which the open access is granted is _____ for a period of _____

And Whereas in accordance with the system studies carried out by KSEB Ltd., following transmission and/or distribution system is required to facilitate operationalization of above Medium Term Open Acces, in addition to the dedicated transmission and/or distribution line and the same will be completed by KSEB Ltd/Distribution licensee as per the time frame stipulated in the Kerala Electricity Supply Code, 2014 or within _____*.

Name/Details of transmission and/or distribution system*: _____

And Whereas the Medium Term Open Access Customer has agreed to bear the cost of implementation of the above transmission and/or distribution system.

And Whereas the Medium Term Open Access Customer has agreed to share and pay all the transmission charges payable to KSEB Ltd, wheeling charges payable to distribution licensees and other charges payable as determined by the KSERC in addition to the charges payable for the Inter-State Open Access availed, if any, by them at the rates specified by the CERC.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows :

- 1.0 (a) The Medium Term Open Access Customer shall share and pay all the transmission, wheeling and other charges stipulated by the KSERC in addition to the charges payable for the Inter-State Open Access availed, if any, by them at the rates specified by the CERC including charges for inter regional links and system strengthening scheme and any addition thereof.

- (b) The cost of construction/installation of switchyard and interconnection facility up to the point of injection/drawal as specified by KSEB Ltd/Distribution licensee, if any, shall be borne by the Medium Term Open Access customer.

- (c) The construction of the following dedicated transmission line / distribution line shall be carried out by the Medium Term Open Access customer/KSEB Ltd/Distribution licensee* at the cost of the Medium Term Open Access customer.

Details of the dedicated line: -----

- (d) The Medium Term Open Access customer shall bear the cost of bay, breaker etc., at the distribution licensee's point of injection/drawal and cost of augmentation of the distribution licensee's sub-station and other systems involved, if any. Also, the Open Access customer shall bear the cost of equipment for transmission of real time data to SLDC where ever required.
- (e) The Medium Term Open access customers shall install Special Energy meters and associated metering equipment. Such meters and associated equipments shall be of at least 0.2S class accuracy and shall record time differentiated measurement (15 minutes) of active energy and voltage differentiated measurement of reactive energy as specified by the SLDC or the STU in accordance with metering regulations notified by Central Electricity Authority from time to time. The meters should have capacity to store and transfer measured values for a period not less than forty five (45) days. They shall provide real time data to the SLDC as specified, for real time monitoring and control on the drawal/injection.
- (f) Meters shall be provided at the point of injection and point of drawal if not already provided at the cost of the applicant.
- (g) Medium Term Open Access customer shall maintain Energy Meter in suitable protectiveenclosures and in good working condition and shall allow inspection of such Special Energy meters by authorised representatives of the STU/Distribution licensee.
- (h) Reactive power charges shall be paid by the open access customers who draw or inject reactive power from or to the grid as may be determined by the commission from time to time.
- (i) The Medium Term Open Access Customer shall comply with the provisions of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC / State Grid Code, as amended from time to time.
- (j) Any interchange of power with the grid beyond the purview of this open access agreement shall amount to violation of the regulations and this agreement and is liable to be proceeded in accordance with section 142 of the Act.
- (k) Medium Term Open Access Customer shall provide security for charges payable in the form of irrevocable Bank Guarantee (BG) from a Nationalised Bank in favour of KSEB Ltd and/or the Distribution licensee* as per the format provided in Annexure, equivalent to three (3) months estimated average transmission, wheeling and other charges applicable to the Medium Term Open Access customer, within 30 (thirty) days from the start date of availing Medium Term Open Access.
- (l) The Bank Guarantee shall be valid till One month after the validity of the open access.
- (m) The estimated average transmission and other charges would be reviewed every six months or till the period of medium term open access, whichever is lower, and

accordingly the amount of security would be enhanced / reduced by Medium Term Open Access Customers.

- (n) The monthly charges payable by the Medium Term Open access customer as per this agreement which shall be in addition to the charges payable for availing inter-state open access, if any, shall be in accordance with the bills raised by KSEB Ltd and shall be paid by the Medium Term Open access customer within 5 (five) working days from the bill date.
- (o) In case the Medium Term Open Access Customer defaults in payment of the monthly charges raised by KSEB Ltd. then, KSEB Ltd. shall be entitled to encash or adjust the BG immediately.
- (p) In case of encashment/ adjustment of the BG by KSEB Ltd. against non-payment of monthly charges by medium-term transmission customer, the same should be immediately recouped by Medium Term Open Access Customer before the next billing cycle.
- (q) In case of default in payment of charges or renewal/recoupment/enhancement of Bank guarantee by the Medium Term Open access customer, then the services will be discontinued after giving a notice of 10 (ten) days and the supply will be disconnected thereafter, without prejudice to right to recover applicable charges.

- 2.0 KSEB Ltd. and/or Distribution licensee* agrees to provide Medium Term Open Access required by, Medium Term Open Access Customer as per the details mentioned above and in accordance with the Regulations.
- 3.0 KSEB Ltd shall disburse the wheeling charges and other charges due to the Distribution licensee as per the regulations after realising the same from the Medium Term Open Access customer within 5 (five) working days after retaining a collection charge of ----- .
- 4.0 The Medium Term Open Access customer shall not relinquish or transfer its rights and obligations specified in this Agreement, without prior approval of KSEB Ltd and subject to payment of compensation as prescribed in the regulation.
- 5.0 This agreement shall be valid from the date of signing of this Agreement till the validity of open access. On expiry of the period of this medium term open access agreement, the medium term customer shall not be entitled to any over-riding preference for renewal of the term.
- 6.0 Any revision, replacement, modification and extension of this Agreement shall be accepted by both the parties and shall be recorded as an amendment to this Agreement.

In witness whereof the parties have executed this Agreement through their authorised representatives.

For and behalf of

(Distribution Licensee*)

(LTOA customer)

KSEB Ltd

Witness

_____	_____	_____
_____	_____	_____

*Strike out whichever is not applicable.

PROFORMA FOR BANK GUARANTEE

(To be stamped in accordance with stamp Act)

(For Medium Term Open Access)

Ref..... Bank Guarantee No.....

Dated

To

**M/s Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom P.O
Thiruvananthapuram-695 004.**

Dear Sirs,

In consideration of the Kerala State Electricity Board Ltd. (hereinafter referred to as the "KSEB Ltd." which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide Medium Term Open Access to its transmission/distribution system to having its registered office at, (hereinafter referred to as the which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated. _____ with charges valued at Rs. _____.

And whereas the said Agreement has been unequivocally accepted by the(Applicant) and the having agreed to provide a Bank Guarantee (BG) in favour of the KSEB Ltd. as payment security guaranteeing to bear the full transmission charges, wheeling and other applicable charges of KSEB Ltd. including all charges applicable as per the Regulations amounting to Rs. _____ for a period of _____.

And whereas Bank, a body incorporated under thelaw, having its branch office at..... and its Registered/Head 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 permitted assigns, do hereby guarantee and undertake to pay the KSEB Ltd. on its first written demand any and all monies payable by thein respect of the said full transmission, wheeling and other applicable charges of KSEB Ltd. including all charges applicable as per the Regulations without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the KSEB Ltd. on the Bank shall be conclusive and binding notwithstanding any difference between the KSEB Ltd. andor any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the KSEB Ltd. and further agrees that the guarantee herein contained shall continue to be enforceable till the KSEB Ltd. discharges the guarantee. The decision of the KSEB Ltd. declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The KSEB Ltd. 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 theand to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the KSEB Ltd. and theor any other course or remedy or security available to the KSEB Ltd.. The Bank shall not be released of its obligations under these presents by any exercise by KSEB Ltd. or its liberty

with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the KSEB Ltd. or any other indulgence shown by KSEB Ltd. 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 KSEB Ltd. at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against theand notwithstanding any security or other guarantee the KSEB Ltd. may have in relation to the liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by theon whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated thisday of20.. at.....

(Name)

.....

(Signature)

.....

(Official Address) (Designation with Bank Stamp)

WITNESS

(Name)

(Signature)

PROFORMA OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

(To be submitted along with application for Long Term Open Access)

Ref.

Bank Guarantee No.

Date

To

M/s Kerala State Electricity Board Ltd.

Vydyuthi Bhavanam, Pattom P.O

Thiruvananthapuram-695 004.

Dear Sirs,

In consideration of the Kerala State Electricity Board Ltd., (hereinafter referred to as the “KSEB LTD. Ltd.” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) processing the application for LONG TERM OPEN ACCESS made by the APPLICANT (Name of Applicant with its Registered/Head office at(hereinafter referred to as the “LTOA APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) in accordance with the provisions of the KSERC (Connectivity and Intra-state Open Access) Regulations, 2013

WHEREAS it has been incumbent on the LTOA applicant in the said Regulation that in case of failure to avail the open access or the open access rights are relinquished by LTOA APPLICANT for whatsoever reason, KSEB Ltd. shall have the right to collect the charges and or costs for an amount which shall be equivalent to the amount calculated based on the capacity applied by the LTOA APPLICANT @Rs. 50/kW to compensate such costs.

AND WHEREAS as per the aforesaid regulation LTOA applicant is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to KSEB Ltd. as stipulated under Regulation 17(4) of the said Regulation along with the application of Long Term Open Access.

We.....(Name & Address of the Bank) having its Head 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 KSEB Ltd. on demand any and all monies payable by the LTOA APPLICANT to the extent ofas aforesaid at any time upto**.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA APPLICANT.

Any such demand made by the KSEB Ltd. on the Bank shall be conclusive and binding not withstanding any difference between the KSEB Ltd. and the LTOA APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the KSEB Ltd. and further agrees that the guarantee herein contained shall continue to be enforceable till the KSEB Ltd. discharges this guarantee.

The KSEB Ltd. 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 APPLICANT. The KSEB Ltd. 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 APPLICANT, 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 KSEB Ltd. and the LTOA CUSTOMER or any other course or remedy or security available to the KSEB Ltd. The Bank shall not be released of its obligations under these presents by any exercise by the KSEB Ltd. of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the KSEB Ltd. or any other indulgences shown by the KSEB Ltd. 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 KSEB Ltd. at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTOA APPLICANT and notwithstanding any security or other guarantee the KSEB Ltd. may have in relation to the LTOA APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Dated thisday of20.....at.....

.....
(Official Address) (Designation with Bank Stamp)

WITNESS

.....
(Signature)

.....
(Name)

.....
(Signature)

.....
(Name)

NOTES: 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

**AGREEMENT FOR LONG TERM OPEN ACCESS
AMONG
KERALA STATE ELECTRICITY BOARD Ltd.
AND**

.....
(name of distribution licensee)*

AND

.....
(name of open access customer)

This Agreement for availing long term open access entered into on the _____ day of _____ Two Thousand _____ between KERALA STATE ELECTRICITY BOARD Ltd., incorporated under the Companies Act, 1956 and wholly owned by Government of Kerala, having its registered office at Vydyuthi Bhavanam, Pattom P.O, Thiruvananthapuram-695 004 (hereinafter called “KSEB Ltd.” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the First part;

And _____ a distribution licensee other than KSEB Ltd and incorporated under under the Companies Act, 1956/body corporate/artificial juridical person* having its registered office at _____, _____, _____ (hereinafter called “Distribution Licensee” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the Second part*;

And _____ a company incorporated under the companies Act, 1956/body corporate/artificial juridical person/person* having its office at _____, _____, _____ and granted with Long term open access in accordance with the provisions of KSERC (Connectivity and Intra-state Open Access) Regulations, 2013 (hereinafter called “Long Term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the Second/Third* part.

And Whereas the Long Term Open Access Customer is a generating company/licensee/ consumer/others* permitted as eligible entities by Kerala State Electricity Regulatory Commission and is desirous to avail Long Term Open Access in accordance with Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013 and Electricity Act 2003 to the Transmission and/or Distribution System of KSEB Ltd and/or Distribution Licensee*.

And Whereas in accordance with Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013 and Electricity Act 2003 open access has been granted by KSEB Ltd. to the Long Term Open Access Customer as per _____, which shall form part of this agreement.

And Whereas the Long Term access is required by the Long Term Open Access Customer as per the following details:

Injection Utility

Name _____
Location _____
Region _____
Capacity(MW)_____

Drawee Utility

Name _____
Location _____
Region _____
Capacity(MW)_____

Date from which the open access is granted is _____ for a period of _____

And Whereas in accordance with the system studies carried out by KSEB Ltd., following transmission and/or distribution system is required to facilitate operationalization of above Long Term Open Acces, in addition to the dedicated transmission and/or distribution line and the same will be completed by KSEB Ltd/Distribution licensee as per the time frame stipulated in the Kerala Electricity Supply Code, 2014 or within _____*.

Name/Details of transmission and/or distribution system*: _____

And Whereas the Long Term Open Access Customer has agreed to bear the cost of implementation of the above transmission and/or distribution system.

And Whereas the Long Term Open Access Customer has agreed to share and pay all the transmission charges payable to KSEB Ltd, wheeling charges payable to distribution licensees and other charges payable as determined by the KSERC in addition to the charges payable for the Inter-State Open Access availed, if any, by them at the rates specified by the CERC.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows :

- 1.0 (a) The Long Term Open Access Customer shall share and pay all the transmission charges payable to KSEB Ltd, wheeling charges payable to distribution licensees and other charges payable as determined by the KSERC in addition to the charges payable for the Inter-State Open Access availed by them, if any, at the rates specified by the CERC including charges for inter regional links and system strengthening scheme and any addition thereof.

- (b) The cost of construction/installation of switchyard and interconnection facility up to the point of injection/drawal as specified by KSEB Ltd/Distribution licensee, if any, shall be borne by the Long Term Open Access customer.
- (c) The construction of the following dedicated transmission line / distribution line shall be carried out by the Long Term Open Access customer/KSEB Ltd/Distribution licensee* at the cost of the Long Term Open Access customer.

Details of the dedicated line: -----

- (d) The Long Term Open Access customer shall bear the cost of bay, breaker etc., at the distribution licensee's point of injection/drawal and cost of augmentation of the distribution licensee's sub-station and other systems involved, if any. Also, the Open Access customer shall bear the cost of equipment for transmission of real time data to SLDC where ever required.
- (e) The Long Term Open Access Customer shall comply with the provisions of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC / State Grid Code, as amended from time to time.
- (f) In cases where augmentation of transmission and/or distribution system is required for operationalisation of the open access granted, the Long Term Open access customer shall provide an irrevocable Bank guarantee (BG) from a Nationalised Bank in favour of KSEB Ltd as per the format provided in Annexure 1, equivalent to Rs 100/- per kW of the open access capacity allotted and the same shall remain valid and subsisting till the completion of works for augmentation of transmission and/or distribution system and the Long Term Open Access is operationalised.
- (g) The Bank guarantee furnished at the time of making the application or the Bank guarantee furnished by the Long Term Open Access customer in cases where augmentation of transmission and/or distribution system is involved shall stand discharged on operationalisation of the Open access. In cases where the open access is not availed or the open access rights are relinquished prior to the operationalisation of the same for whatsoever reason, the Bank Guarantee shall be en-cashed by KSEB Ltd.
- (h) Any interchange of power with the grid beyond the purview of this open access agreement shall amount to violation of the regulations and this agreement and is liable to be proceeded in accordance with section 142 of the Act. However, long term open access customer, being a generator, shall be allowed to inject infirm power during testing including full load testing before commencing its commercial operation after obtaining prior permission of the State Load Despatch Centre.
- (i) The Long Term Open access customers shall install Special Energy meters and associated metering equipment. Such meters and associated equipments shall be of at least 0.2S class accuracy and shall record time differentiated measurement (15 minutes) of active energy and voltage differentiated measurement of reactive energy as specified by the SLDC or the STU in accordance with metering regulations notified by Central Electricity Authority from time to time. The meters should have capacity to store and transfer measured values for a period not less than forty five (45) days. They shall provide real time data to the SLDC as specified, for real time monitoring and control on the drawal/injection.

- (j) Meters shall be provided at the point of injection and point of drawal if not already provided at the cost of the applicant.
- (k) Long Term Open Access Customer shall maintain Energy Meter in suitable protective enclosures and in good working condition and shall allow inspection of such Special Energy meters by authorised representatives of the STU/Distribution licensee.
- (l) Reactive power charges shall be paid by the long term open access customers who draw or inject reactive power from or to the grid as may be determined by the Commission from time to time.
- (m) Long Term Open Access Customer shall provide security for charges payable in the form of irrevocable Bank Guarantee (BG) from a Nationalised Bank in favour of KSEB Ltd and/or the Distribution licensee* as per the format provided in Annexure 2, equivalent to three (3) months estimated average transmission, wheeling and other charges applicable to the Long Term Open Access customer, within 30 (thirty) days from the start date of availing Long Term Open Access.
- (n) The Bank Guarantee shall be valid till One month after the validity of the open access.
- (o) The estimated average transmission and other charges would be reviewed every six months or till the period of Long term open access, whichever is lower, and accordingly the amount of security would be enhanced / reduced for the Long Term Open Access Customers.
- (p) The monthly charges payable by the Long Term Open access customer as per this agreement which shall be in addition to the charges payable for availing inter-state open access, if any, shall be in accordance with the bills raised by KSEB Ltd and shall be paid by the Long Term Open access customer within 5 (five) working days from the bill date.
- (q) In case the Long Term Open Access Customer defaults in payment of the monthly charges raised by KSEB Ltd. then, KSEB Ltd. shall be entitled to encash or adjust the BG immediately.
- (r) In case of encashment/ adjustment of the BG by KSEB Ltd. against non-payment of monthly charges by long-term transmission customer, the same should be immediately recouped by Long Term Open Access Customer before the next billing cycle.
- (s) In case of default in payment of charges or renewal/recoupment/enhancement of Bank guarantee by the Long Term Open access customer, then the services will be discontinued after giving a notice of 10 (ten) days and the supply will be disconnected thereafter, without prejudice to right to recover applicable charges.

2.0 KSEB Ltd and/or Distribution licensee* agrees to provide Long Term Open Access to the intra-state transmission and/or distribution system based on the request of the Long Term Open Access Customer as per the details mentioned above and in accordance with the Regulations under the Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013 and conditions specified by the KSERC from time to time.

- 3.0 KSEB Ltd shall disburse the wheeling charges and other charges due to the Distribution licensee as per the regulations after realising the same from the Long Term Open Access customer within 5 (five) working days after retaining a collection charge of ----- .
- 4.0 The Long Term Open Access customer shall not relinquish or transfer its rights and obligations specified in this Agreement, without prior approval of KSEB Ltd and subject to payment of compensation as prescribed in the regulation.
- 5.0 In case the Long Term Open Access customer desires to extent the period of open access, the Long Term Open Access customer shall, prior to atleast six months from the expiry of the period of open access granted, make a written request indicating the the period of extension required and KSEB Ltd shall grant such extension. In the absence of such a written request for any extension within the period prescribed, the long-term open access granted shall stand terminated on _____.
- 6.0 This agreement shall be valid from the date of signing of this Agreement till the validity of open access. On expiry of the period of this long term open access agreement, the long term open access customer shall not be entitled to any over-riding preference for renewal of the term.
- 7.0 Any revision, replacement, modification and extension of this Agreement shall be accepted by both the parties and shall be recorded as an amendment to this Agreement.

In witness whereof the parties have executed this Agreement through their authorised representatives.

For and behalf of

(Distribution Licensee*)	(LTOA customer)	KSEB Ltd
_____	_____	_____
_____	_____	_____
 Witness		
_____	_____	_____
_____	_____	_____

*Strike out whichever is not applicable.

PROFORMA OF BANK GUARANTEE
(To be stamped in accordance with Stamp Act)
(For Long Term Open Access)

Ref.

Bank Guarantee No.

Date

To

**M/s Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom P.O
Thiruvananthapuram-695 004.**

Dear Sirs,

In consideration of the Kerala State Electricity Board Ltd., (hereinafter referred to as the "KSEB LTD. Ltd." which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No.....dated.....with LONG TERM OPEN ACCESS CUSTOMER (Name of Customer with its Registered/Head office at(hereinafter referred to as the "LTOA CUSTOMER " 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 in the said Agreement that in case of failure to avail the open access or the open access rights are relinquished by LTOA CUSTOMER for whatsoever reason, KSEB Ltd. shall have the right to collect the charges and or damages for an amount which shall be equivalent to the amount calculated based on the capacity allotted to the LTOA CUSTOMER @Rs. 100/kW to compensate such damages.

AND WHEREAS as per the aforesaid agreement LTOA customer is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to KSEB Ltd. as stipulated under Clause 1.0(f) of the said Agreement.

We.....(Name & Address of the Bank) having its Head 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 KSEB Ltd. on demand any and all monies payable by the LTOA CUSTOMER to the extent ofas aforesaid at any time upto**.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA CUSTOMER.

Any such demand made by the KSEB Ltd. on the Bank shall be conclusive and binding not withstanding any difference between the KSEB Ltd. and the LTOA CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the KSEB Ltd. and further agrees that the guarantee herein contained shall continue to be enforceable till the KSEB Ltd. discharges this guarantee.

The KSEB Ltd. 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 agreement by the LTOA CUSTOMER. The KSEB Ltd. 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, 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 KSEB Ltd. and the LTOA CUSTOMER or any other course or remedy or security available to the KSEB Ltd. The Bank shall not be released of its obligations under these presents by any exercise by the KSEB Ltd. of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the KSEB Ltd. or any other indulgences shown by the KSEB Ltd. 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 KSEB Ltd. at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTOA CUSTOMER and notwithstanding any security or other guarantee the KSEB Ltd. may have in relation to the LTOA CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Dated thisday of20.....at.....

.....
(Official Address) (Designation with Bank Stamp)

WITNESS

.....
(Signature)

.....
(Name)

.....
(Signature)

.....
(Name)

NOTES: 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

PROFORMA OF BANK GUARANTEE
(To be stamped in accordance with Stamp Act)
(For Long Term Open Access)

Ref.

Bank Guarantee No.

Date

To

M/s Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom P.O
Thiruvananthapuram-695 004.

Dear Sirs,

Dear Sirs,

In consideration of the Kerala State Electricity Board Ltd. (hereinafter referred to as the "KSEB Ltd." which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide long term open access to its transmission/distribution system tohaving its registered office at(hereinafter referred to as the LTOA Customer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated. _____ with charges valued at Rs. _____.

And whereas the said Agreement has been unequivocally accepted by the(LTOA Customer) and thehaving agreed to provide a Bank Guarantee (BG) in favour of the KSEB Ltd. as payment security guaranteeing to bear the full transmission, wheeling and other applicable charges of KSEB Ltd. including all charges applicable as per the Regulations amounting to Rs. _____ for a period of _____.

And whereas Bank, a body incorporated under thelaw, having its branch office at..... and its Registered/Head 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 permitted assigns, do hereby guarantee and undertake to pay the KSEB Ltd. on its first written demand any and all monies payable by the LTOA Customer in respect of the said full transmission, distribution and other applicable charges of KSEB Ltd. including all charges applicable as per the Regulations without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the KSEB Ltd. on the Bank shall be conclusive and binding notwithstanding any difference between the KSEB Ltd. andor any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the KSEB Ltd. and further agrees that the guarantee herein contained shall continue to be enforceable till the KSEB Ltd. discharges the guarantee. The decision of the KSEB Ltd. declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The KSEB Ltd. 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 theand to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the KSEB Ltd. and theor any other course or remedy or security available to the KSEB Ltd.. The Bank shall not be released of its obligations under these presents by any exercise by KSEB Ltd. or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or

commission on the part of the KSEB Ltd. or any other indulgence shown by KSEB Ltd. 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 KSEB Ltd. at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LT OA Customer and notwithstanding any security or other guarantee the KSEB Ltd. may have in relation to the LT OA Customer's liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by the on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this day of 20..... at.....

.....
(Official Address) (Designation with Bank Stamp)

WITNESS

.....
(Signature)

.....
(Name)

.....
(Signature)

.....
(Name)

NOTES: 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

Schedule I (1)			
Particulars relating to Application for grant of Short Term Open Access for customer connected to Distribution System when inter-se locations of injection & drawal point are within the distribution system of same licensee			
1	Nodal Agency to whom application has to be submitted		SLDC
2	Application Fee		Rs.2000/-
3	Documents to accompany application		1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee
4	Time Frame for Disposal of application (days from the receipt of application)		5 days
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39(1)	Wheeling Charges	Distribution Licensee
(b)	40(1) 41(1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42(1)	Scheduling and system operating charges	SLDC
(f)	39(1)	Transmission Charge	STU/Transmission Licensee
6	Agency to bill & collect the amount and disburse according to entitlement.		SLDC
7	Nature of losses and modus of compensation		Loss in kind – at relevant voltage levels

Schedule I (2)

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to Distribution System where injection point and drawl point are both within State of Kerala but in areas of different Distribution Licensees

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.3000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	5 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU/Transmission Licensee
6	Agency to bill & collect the amount and disburse according to entitlement.	SLDC	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (3)

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to Distribution System where injection point is in the intra state transmission system within Kerala

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.5000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	5 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	SLDC	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (4)

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to Distribution System where injection point and drawl point are in different states

1	Nodal Agency to whom application has to be submitted	SLDC/CTU	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	As per CERC	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	RLDC/SLDC
(f)	39 (1)	Transmission Charge	STU/Transmission Licensee
6	Agency to bill & collect the amount and disburse according to entitlement.	SLDC/CTU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (5)

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to Distribution System where injection point and drawl point are within the same Distribution Licensees

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.25,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (6)

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to Distribution System where injection point and drawl point are within Kerala but in different Distribution Licensees

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.35,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (7)

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to Distribution System where injection point is in the intra-state transmission system within the state

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.35,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (8)

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to Distribution System where injection point and drawl point is in different states

1	Nodal Agency to whom application has to be submitted	STU/CTU	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC/RLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU/CTU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (9)

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to Distribution System where injection point and drawl point are both within the same Distribution Licensees

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.25,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (10)

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to Distribution System where injection point and drawl point are both within Kerala but in different Distribution Licensees

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.50,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	120 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (11)

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to Distribution System where injection point is in the intra state transmission system within the state

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.50,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) In case of generating station documentary evidence of connectivity. 4) In the case of generating stations evidence for connectivity 5) Consent from Distribution Licensee	
4	Time Frame for Disposal of application (days from the receipt of application)	120 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (12)

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to Distribution System where injection point and drawl point are in different states

1	Nodal Agency to whom application has to be submitted	STU/CTU	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) In case of generating station documentary evidence of connectivity. 4) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	CERC	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC/RLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (1) A

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to intra state transmission system where injection point and drawl point are both within the state.

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.2000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	5 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	SLDC	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (2) A

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to intra state transmission system where injection point is in the distribution system within the state

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.35,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	5 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (3) A

Particulars relating to Application for grant of **Short Term Open Access** for customer connected to intra state transmission system where injection point and drawl point is in different states

1	Nodal Agency to whom application has to be submitted	RLDC	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	As per CERC	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC/RLDC
(f)	39 (1)	Transmission Charge	STU/CTU
6	Agency to bill & collect the amount and disburse according to entitlement.	RLDC/SLDC	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (4) A

Particulars relating to Application for grant of **Medium Term Open Access** customer connected to intra state transmission system where injection point and drawl point in the intra state transmission system

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.25,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	30 days	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (5) A

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to intra state transmission system where injection point is in distribution system within Kerala

1	Nodal Agency to whom application has to be submitted	STU	
2	Application Fee	Rs.25,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)		
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	SLDC	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (6) A

Particulars relating to Application for grant of **Medium Term Open Access** for customer connected to intra state transmission system where injection point and drawl point are in different states

1	Nodal Agency to whom application has to be submitted	CTU	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	As per CERC regulation	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	RLDC/SLDC
(f)	39 (1)	Transmission Charge	STU/CTU
6	Agency to bill & collect the amount and disburse according to entitlement.	CTU/LTU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	

Schedule I (7) A

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to intra state transmission system where injection point and drawl point are both within the state.

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.50,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Bank Guarantee 4) Consent from distribution licensee concerned	
4	Time Frame for Disposal of application (days from the receipt of application)	120 days 150 days (where augmentation is required)	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (8) A

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to intra state transmission system where injection point is in the distribution system within Kerala

1	Nodal Agency to whom application has to be submitted	SLDC	
2	Application Fee	Rs.50,000/-	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Bank Guarantee	
4	Time Frame for Disposal of application (days from the receipt of application)	120 days 150 days (where augmentation is required)	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Stand by Charges if any	
(d)	44	Reactive Energy Charges as applicable	SLDC
(e)	42 (1)	Scheduling and system operating charges	
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	

Schedule I (9) A

Particulars relating to Application for grant of **Long Term Open Access** for customer connected to intra state transmission system where injection point and drawl point are in different states

1	Nodal Agency to whom application has to be submitted	STU/CTU	
2	Application Fee	As per CERC	
3	Documents to accompany application	1) Proof of payment of Application Fee 2) PPA or sale purchase agreement 3) Consent from distribution licensee concerned 4) Bank Guarantee 5) In case of generating station not already connected to grid, documentary evidence that the connectivity shall be completed before intended date of LTA	
4	Time Frame for Disposal of application (days from the receipt of application)	CERC	
5	Applicable charges		
Sl. No.	Regulation No.	Particulars	To whom due
(a)	39 (1)	Wheeling Charges	Distribution Licensee
(b)	40 (1) 41 (1)	Cross Subsidy Surcharge and additional surcharge	
(c)	45	Grid support Charges if any	
(d)	44	Reactive Energy Charges as applicable	
(e)	42 (1)	Scheduling and system operating charges	SLDC
(f)	39 (1)	Transmission Charge	STU
6	Agency to bill & collect the amount and disburse according to entitlement.	STU/CTU	
7	Nature of losses and modus of compensation	Loss in kind – at relevant voltage levels	
8	Bank guarantee as per Regulation 17(4)	Rs.50/kW	