



ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಠ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ವಿಶೇಷ ರಾಜ್ಯ ಪತ್ರಿಕೆ

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Part - III

ಬೆಂಗಳೂರು, ಬುಧವಾರ, ೨೬, ಮಾರ್ಚ್, ೨೦೨೫(ಚೈತ್ರ, ೦೫, ಶಕವರ್ಷ, ೧೯೪೭)

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No. 200

KARNATAKA ELECTRICITY REGULATORY COMMISSION

No. KERC-2-TR-2024-25/1805 Date: 26.03.2025

Karnataka Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2025

PREAMBLE

The Commission, in exercise of the powers conferred under 39(2)(d), 40(c), 42(2, 3), 86(1)(c) of the Electricity Act, 2003 read with Section 181 of the Act, has notified the Karnataka Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004, which is amended from time to time. The Commission had also notified the Karnataka Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access(GEOA)) Regulations, 2022 in line with the 'Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules 2022' issued by the MoP, which was published in the State Gazette on 19.01.2023. The Commission also issued the draft of the Karnataka Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access(GEOA)) (First Amendment) Regulations, 2024 which was notified in the State Gazette on 19.12.2024.

The validity of the 'Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules 2022' framed by the Central Government and the Karnataka Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access(GEOA)) Regulations, 2022 framed by KERC, were challenged in Writ Petition Nos. 11235/2024, C/W WP No. 22770/2023, 23729/2023 and others before the Hon'ble High Court of Karnataka. The Hon'ble High Court has struck down the 'Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules 2022' framed by the Central Government and

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also the Karnataka Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access(GEOA)) Regulations, 2022. As such the draft of the Karnataka Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access(GEOA)) (First Amendment) Regulations, 2024, is withdrawn.

The Hon'ble High Court of Karnataka has passed Orders in the matter on 20.12.2024 and has concluded as follows:

"IX. Conclusion:

200. In the result, I **allow these** writ petitions **in part**, and hold and direct as follows:
 - (i) *The impugned Rules as well as the Regulations framed by the Central Government and the KERC are **struck down**.*
 - (ii) *The KERC is directed to frame appropriate Regulations if it so desires in the matter of granting of open access to green energy generators and consumers.*
 - (iii) *During this exercise, the Commission will only be guided by the National Electricity Policy and the Tariff Policy framed by the Central Government, and shall independently consider the interests of all the stakeholders before framing the Regulations.*
 - (iv) *This direction will, however, not mean that the KERC will have to necessarily frame fresh Regulations and if it so desires, it can continue with the 2004 Regulations.*
201. *Taking cognizance of the fact that the order would leave a vacuum till the Regulations are framed by the KERC independently as observed above, an interim arrangement would therefore have to be made to ensure that the wheeling and banking facilities availed hitherto by the petitioners are facilitated.*
202. *This Court had granted an interim order permitting the petitioners to pay 50% of the transmission charges determined by the KERC vide its order dated 08.06.2023. In its view, interest of justice would be met if the petitioners are directed to pay 50% of the transmission charges as per the interim order dated 05.07.2024 passed in these writ petitions.*
203. *The petitioners, under the orders of the KERC pursuant to which they had entered into Wheeling and Banking Agreements, were also required to pay wheeling charges at 5% till the KERC frames regulations for open access to the green energy generators*

pending framing regulations. The petitioners shall continue to pay wheeling charges at 5%.

204. The petitioners were also permitted to bank their energy annually, subject to payment of 2% under the Wheeling and Banking Agreement. However, by virtue of the Regulations which have now been invalidated, they were required to pay 8%.

205. Since these regulations have been struck down and liberty is given to the KERC to frame regulations for grant of open access to green energy generators and consumers, the petitioners shall be permitted to avail banking facility subject to payment of 4%.

206. The petitioners had the benefit of annual banking facility from 2014 in the standard Wheeling and Banking Agreement. Since the Wheeling and Banking Agreements have expired, they obviously would not have a contractual right to demand annual banking facility. Till the KERC frames regulations regarding banking as aforesaid, the petitioners shall be entitled to a monthly banking facility.”

Further, Hon'ble High Court of Karnataka in Paras 160 & 169 has held as follows:

“160. The Act does not contain any provision which entitles the generating company to demand a banking facility. The banking facility is, in essence, a process where a generating company injects the energy that it has generated into the grid and withdraws the same at a subsequent point in time, as per its choice and convenience.....”

“169. The statute, as stated above, does not really contemplate banking facility to be provided to a private generating company. Thus, while the generating company has the statutory right, subject to the regulations framed by the KERC, to inject the energy that is generated into the grid and have the same to be transmitted and distributed to its consumers, it would not have any statutory right to bank its energy. If the statute does not provide for a statutory right to bank the energy so generated, the private power generator, such as the green energy producer, cannot demand that he be provided with banking facility.”

In view of the above decision and keeping in view, the National Electricity Policy and the Tariff Policy issued by the Government of India and also considering the latest developments in the sector including large scale integration of renewable sources to the

grid, the Commission, in exercise of the powers conferred under 39(2)(d), 40(c), 42(2, 3), 86(1)(c) of the Electricity Act, 2003 read with Section 181 of the Act, notified the Draft Karnataka Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2025, in the Karnataka State Gazette on 19th January, 2025, inviting comments from the stakeholders, notice of which was published in Deccan Herald, Indian Express, Prajavani (Kannada) and Vijaya Karnataka (Kannada) on 25th January, 2025 and also invited the Stakeholders/interested persons to attend the Public hearing on 25th February 2025 in the same newspapers. The Commission conducted the Public Hearing on 25th February 2025 in the matter. As requested by some of the stakeholders, the draft Wheeling and Banking Agreement Format for Open Access Projects under the draft KERC (Terms and Conditions for Open Access) Regulations, 2025 was made available to Public on Commission's website, notice of which was published in Deccan Herald, New Indian Express, Vijaya Karnataka (Kannada) & Prajavani (Kannada) on 11th March 2025 for filing their views/suggestions and invited interested persons to attend the Public hearing on 19th March 2025 in the same newspapers. The Commission conducted the Public Hearing on 19th March 2025 in the matter. The Commission, considering the comments/suggestions/objections/views of the stakeholders on draft KERC (Terms and Conditions for Open Access) Regulations, 2025 and draft Wheeling and Banking Agreement Format for Open Access Projects under draft OA Regulations, 2025, hereby makes the following Regulations:

Short Title and commencement. –

- i. These Regulations shall be called the Karnataka Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2025.
- ii. These Regulations shall come into force from the date of publication in the Official Gazette of Karnataka.
- iii. These Regulations shall be applicable to all Open Access (OA) customers including Green Energy Open Access customers who have filed applications before the State Nodal agency from 13.01.2023 in case of STOA (Short Term Open Access) and from 02.01.2023 in case of LTOA (Long Term Open Access) & MTOA (Medium Term Open Access) and/or have entered into WBA under GEOA, for use of Intra-State Transmission System/s (InSTS) and/or distribution system/s of licensee/s in the State, including such Intra-State Transmission and/or distribution system/s, which are incidental to Inter-State Transmission of electricity.

1. Definitions

In these regulations, unless the context otherwise requires –

- a. "Act" means the Electricity Act, 2003 (36 of 2003)
- b. "Banking" means the facility by which electrical energy remaining unutilized by the OA Consumer or Captive Consumer sourcing power from wind, solar, mini-hydel or hybrid of the above, out of the energy injected by the Generating Company into the transmission and/or distribution system of Corporation/Electricity Supply Companies (ESCOM/s), which is allowed to be utilized for wheeling to such consumers for later use, as per the terms and conditions set forth in WBA.
- c. "Captive Generating Plant" shall be as defined in Electricity Act 2003 and the Criteria for the Captive Status shall be as defined in Electricity Rules 2005 as amendment from time to time.
- d. "Commission" means the Karnataka Electricity Regulatory Commission.
- e. "Consumer" means any person who is supplied with electricity for his own use by a licensee or Captive Power Plant (CPP) or the Government or by any other person engaged in the business of supplying electricity to the public including captive, under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;
- f. "Existing Open Access Consumer" means a person already availing open access to the transmission system and/or distribution system of a licensee in the State under an existing agreement or GoK policy on the date of coming into force of these Regulations.
- g. "Injected Energy" means the kilowatt hours of Electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period after deducting therefrom 115% of the energy imported from the ESCOM/s for start-up or any other purposes by the Project as measured at the injection point during a Billing Period.
- h. "Installation" means the whole of electric wires, fittings, motors and apparatus installed and wired by or on behalf of the Consumer on one and the same premises starting from the point of commencement of supply.

- i. "KER Act" means Karnataka Electricity Reform Act, 1999.
- j. "Open Access" means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the Regulations specified by the Appropriate Commission.
- k. "Open Access Consumer" means any person who is supplied with electricity for his own use by a licensee or CPP or the Government or by any other person engaged in the business of supplying electricity to the public including captive, under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be subject to following conditions:
 - (i) Shall have contract demand of 100kW and above in case of High Tension (HT) consumers
 - (ii) Shall have sanctioned load of 100 kW and above in case of Low Tension (LT) consumers, either through single connection or through multiple connections for LT, aggregating to one hundred kW or more located in the same electricity division of a distribution licensee

Provided that, for Public EV (Electric Vehicle) Charging stations the following shall apply:

- (a) for initial period of two years, the aggregation to one hundred kW or more at LT voltage level, shall be in the area of the same distribution licensee for sourcing electricity;
- (b) The above aggregation at the distribution licensee level, shall be applicable for EV charging stations owned by the consumer under same legal entity who can aggregate to one hundred kW or more at LT voltage level during FY 2025-26, for a period of two years from the date of first aggregation;
- (c) After period of two years, such projects shall satisfy the condition of aggregation to one hundred kW or more within the same electricity division of a distribution licensee and cannot claim aggregation at Distribution licensee level.

Provided further that, the Captive Consumers shall not have any load limit

- I. "Open Access Customer" means an Open Access consumer permitted by the Commission to receive supply of electricity from a person other than distribution

licensee of his area of supply, and the expression includes a generating company and licensee, who has availed of or intends to avail of open access.

- m. "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- n. "Premises" includes any land, building or structure;
- o. "Renewable Sources (RE) of Energy/ Green energy" means such sources that produce/generate electrical energy from renewable sources of energy including, but not limited to Solar PV Power Project or Wind Power Project or Hybrid Power Project or Small Hydro Power Project or biomass, biofuel, urban or municipal waste, Energy Storage Systems including pumped storage hydro generation using entire electricity generated from renewable energy for charging / pumping or any other technology as may be notified by the Government of India from time to time and shall also include any mechanism that utilises green energy to replace fossil fuels including production of green hydrogen or green ammonia;
- p. "SLDC" means the State Load Dispatch Centre established under sub-section (1) of section 31 of the Act.
- q. "Standby charges" means the charges applicable to open access consumers against the standby arrangement provided by the distribution licensee, in case the open access consumers are unable to procure power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission assets and the like.
- r. "State Transmission Utility" means the Board or the Government company specified as such by the State Government under sub-section (1) of section 39 of the Act;
- s. "System constraint" means a condition or situation under which the electrical system of the Corporation/ESCOM/s is unable to evacuate and transmit fully or partly the energy generated from the project due to unforeseen breakdown of network elements like lines, switchgears or due to frequency/voltage constraints in the system or for any other reasons beyond the control of the Corporation/ESCOMs.
- t. "Wheeling" means the operation whereby the distribution system and associated facilities of a STU or transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Act;

Words and expressions used and not defined in these Regulations but defined in the Act or the KER Act, shall have the meanings assigned to them in the said Acts. In case of any inconsistency in words and expressions between the Act and the KER Act, the provisions of the Act shall prevail.

2. Criteria for allowing Open Access:

- i. The long-term open access shall be allowed in accordance with the transmission planning criteria and distribution planning code stipulated in the State Grid Code / Distribution Code.
- ii. The Medium Term /Short-Term open access shall be allowed, if the request can be accommodated, by utilizing
 - a. Inherent design margins
 - b. Margins available due to variation in power flows and
 - c. Margins available due to in-built spare transmission system capacity and/or distribution system capacity created to cater to future load growth;

3. Categorization of Open Access Customer:

The open access customer shall be classified into the following categories based on the duration of use of the intra- state transmission and/or distribution system:

- i. Long-term OA customer - persons availing or intending to avail the open access for a period equal to or more than five years.
- ii. Medium-term OA customer - persons availing or intending to avail the open access for a period more than one year and less than 5 years.
- iii. Short-term OA customer - persons availing or intending to avail the open access for a period of one year or less.

Provided that the short -term OA customer shall be eligible & re-eligible to obtain fresh reservation on filing of application after the expiry of his term and subject to availability. Such eligibility shall be on priority fixed on the basis of the date of application submission to the nodal agency.

4. Eligibility Criteria for applying for Open Access:

- i. Subject to the provisions of these Regulations and system availability, OA customer shall be eligible for open access to the intra-state transmission system of the State Transmission utility or any transmission licensee/s and distribution system/s of the distribution Licensee/s within the State.

Provided that notwithstanding anything contained in these Regulations, any generating company having subsisting Power Purchase Agreement (PPA) with the Distribution Licensee, shall not be entitled to Open Access for the capacity, for which PPA is entered into, except in accordance with the terms of such PPA and also for such capacity (quantum of power) for which Open Access is already granted.

Provided further that, such open access shall be available on payment of such charges as may be determined by the Commission from time to time.

- ii. Every person, who has constructed a captive generating plant shall have the right to open access as per the provisions of Section 9 of the Act.

Provided that other consumers shall have the right to open access as defined in Regulation 1(k) supra.

5. Nodal Agency

- i. Karnataka State Load Despatch Centre shall operate as the SNA for grant of long term, medium-term and short term open access.
- ii. All the applications related to open access shall be submitted to the portal set up by the State Nodal Agency in the prescribed formats.
- iii. The SNA shall coordinate with transmission licensees including STU and the Distribution Licensees to ensure granting of open access within the time frame specified in these Regulations and also to make available all relevant information regarding open access to the public on the portal of State Nodal Agency.

6. Treatment for existing entities:

The existing consumer(s)/generators may continue to avail the open access as per the existing agreements or government policy for the period specified in those agreements or policies, to the extent they are not inconsistent with the Act/Regulations.

Provided that, the existing consumers/generators shall continue to pay the applicable charges as specified in their respective agreements, as may be determined by the Commission from time to time.

Provided further that, the wheeling and banking agreements already entered into under GEA Regulations, 2022 i.e from 13.01.2023 in case of STOA and from 02.01.2023 in case of LTOA/MTOA shall be deemed to be executed under the provisions of these Regulations, to the extent not inconsistent with the provisions of these Regulations and the WBA issued under these Regulations. In case of inconsistency, a supplemental agreement shall be executed to remedy the inconsistencies within fifteen (15) days of notification of these Regulations,

Provided also that, for the Non-REC based projects that have applied for WBA during the period 01.04.2018 upto the date of applicability of GEA Regulations 2022, i.e for the applications filed before the Nodal agency before 13.01.2023 in case of STOA and before 02.01.2023 in case of LTOA, the Commission's Interim Order dated 07.09.2021 is continued till the matter is disposed of by the Division Bench of the Hon'ble High Court. Further, for the Non-REC based projects that have applied for WBA during the period 01.04.2018 upto the date of applicability of GEA Regulations, 2022, i.e for the applications filed before the Nodal agency before 13.01.2023 in case of STOA and before 02.01.2023 in case of LTOA, the annual banking facility and banking charges at 2% of injected energy is continued, subject to final decision of the case pending before the Hon'ble Supreme Court of India. All other charges as per the applicable KERC Regulations, orders and terms of the WBA shall be applicable.

Provided also that, open access for the subsequent period in respect of such consumer/generator shall be governed by provisions of these Regulations, including any renewal after the completion of initial period of existing WBA.

Provided also that, if Open Access for any additional capacity is sought by such existing consumer(s)/generators in addition to the capacity already contracted under open access, shall be treated as new application for open access to the extent of additional capacity sought.

7. Allotment priority

The priority for allowing open access shall be decided on the following criteria:

- (a) Distribution licensee for long-term
- (b) OA customers for long-term
- (c) Distribution licensee for medium-term
- (d) OA customers for medium-term
- (e) Distribution licensee for short-term
- (f) OA customers for short-term

Provided that, the decision for allowing the open access shall be on first come first served basis.

8. Procedure for grant of Open Access. –

- i. The Open access applicant shall submit an application complete in all respects, to the State Nodal Agency(SNA) in the format prescribed by the SNA on the State portal.
- ii. The following time schedules shall be adhered to, for processing the long-term, medium-term and short-term open access application:

Sl. No.	Particulars	Time-line	Remarks
1	Date on which application along with WBA duly e-signed by the applicant is received by SNA	Zero Date	<p>The applicant shall submit copies of signed WBA along with the application to the SNA.</p> <p>In case the applicant fails to submit the WBA along with the application, the Open Access application will not be processed by SNA.</p>
2	Acknowledgement of receipt of Application	Zero date.	The acknowledgement shall be provided immediately by electronic mode.
3	Acceptance of application by SNA after confirming that all the relevant documents are furnished by the applicant including processing fees, BG and WBA (signed by the applicant)	Within three (03) working days from zero date.	In case the application is incomplete, the SNA shall inform the same in writing rejecting the application and furnishing the details of the defects. After rectifying the defects, a fresh application shall be made.
4	Forwarding of application to the STU or the transmission licensee/concerned Distribution licensee.	Within five (05) working days from zero date	On acceptance of the application, the same shall be forwarded to the STU or the transmission licensee/ concerned Distribution licensee for ensuring the system availability and that the generators are not having any subsisting PPA for the capacity for which the OA is sought, except in accordance with the terms of such PPA.
5	Concurrence from the STU or the transmission licensee/Distribution licensee	Within ten (10) working days from zero date	<p>In case system strengthening is required, the probable date of granting OA shall be intimated to SNA within the same time.</p> <p>In case concurrence is not received within the specified time, SNA shall consider it to be deemed concurrence.</p>

			<p>Provided that the system studies at the drawal point to ascertain the availability is not required for a consumer of the licensee availing Open Access, subject to the applicant furnishing an undertaking that, he would not exceed the contract demand specified in his supply agreement with the licensee even after opting for Open Access.</p> <p>Provided further that the system studies at the injection point to ascertain the availability is not required for an existing generator who was already injecting power into the licensee(s) network under PPA or otherwise, subject to the condition that there is no additional injection beyond the capacity that was being injected earlier.</p>
6	Grant of Open Access or otherwise	Within fifteen (15) working days from zero date	<p>The SNA shall intimate the applicant, the grant of OA within the time specified.</p> <p>In case OA is not granted, the same shall be intimated within the above time furnishing the reasons in writing and also the probable date from which the OA can be granted.</p> <p>In case, SNA fails to intimate the grant of OA or otherwise, within the above specified time, the same shall be deemed to have been granted, which is subject to system availability.</p>
7	Submission of signed copies of agreement by the STU or the transmission licensee/concerned Distribution licensee	Within fifteen (15) working days from zero date	In case STU or the transmission licensee/Distribution licensee fail to submit the signed copies to the SNA along with the open access concurrence, within the specified time, the WBA is deemed to have been approved (Banking allowed only in case of solar, wind, mini-hydel projects and hybrid of these sources).
8	Effective date for wheeling	<p>The effective date for commencement of operation of wheeling of electricity by the applicant shall be from the date of grant of OA / deemed grant of OA.</p> <p>Provided that the above effective date</p>	The applicant is allowed to wheel the energy from the effective date.

		for commencement of wheeling operation shall also be applicable for banking in case of solar, wind, Mini-hydel plants and hybrid of these sources.	
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- iii. The State Nodal Agency shall ensure that non-refundable processing fee of five thousand rupees for long-term/medium-term open access and one thousand rupees for short-term open access is paid by applicant to the nodal agency along with the application and the nodal agency shall acknowledge the receipt of the application form.
- iv. An application for a short-term open access, for power plant(s) or its/their generating unit(s) which are yet to be commissioned, shall be made not before two months prior to the commissioning date of such power plant(s) or its/their generating unit(s), to avoid unnecessary blocking of corridor.
- v. An application for long-term/medium-term OA shall be accompanied by a Bank Guarantee (BG)/ Letter of Credit (LC) of ten thousand rupees per MW, which shall be kept valid and subsisting till the grant of open access and such BG/LC shall be encashed by the Nodal Agency, if the application is withdrawn by the applicant prior to the grant of open access. On grant of open access, the BG/LC shall be returned immediately to the applicant by the State Nodal Agency.
- vi. In case there is any material change with regards to the location of the injection point or quantum of power to be interchanged (by more than ten percent) using the intra-State transmission and or distribution system, a fresh application shall be made for the entire capacity to ascertain the system availability and such application shall be accompanied by relevant documents, application fees and in case of long term/medium term open access with required bank guarantee for the additional capacity and in case the additional capacity sought for cannot be accommodated in the existing network, the applicant is entitled for open access to the extent of his original allotment.
- vii. Where any application is rejected for any deficiency or defect, the BG/LC submitted, shall be returned to the applicant excluding GST and in such cases a fresh application to SNA through State portal, shall be made by the applicant after curing the deficiency or defect.
- viii. The State Nodal Agency shall communicate to the applicant through a recognized mode of communication, the grant of open access or otherwise.

- ix. Further, during the pendency of application for grant of OA, the applicant shall not inject any energy to the licensee's network and the licensee shall not be liable to pay any charges for the energy injected during such period.
- x. The person seeking open access shall digitally execute the agreement for wheeling of electricity along with the application, failing which the application shall be rejected by SNA.
- xi. The STU or the transmission Licensee/s, distribution licensee/s and the SLDC shall ensure proper coordination while arranging for open access.
- xii. In the case of a new plant as well as addition of new capacity to the existing plants, the Company shall give written notice fifteen days in advance to the Corporation/ESCOM before the date of synchronisation, trial operation (other than wind and solar projects) and commercial operation of the generator. The same shall also be intimated in writing/email or through any recognized digital mode of communication to the SLDC duly furnishing time block schedule.
- xiii. The infirm energy injected (not applicable to wind, solar power and wind-solar hybrid projects as the synchronisation date of these projects coincides with the commercial operation date (CoD)) during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the ESCOM in whose jurisdiction the energy is being injected to the grid and shall be paid for by such ESCOM:
 - a) For RE sources (other than wind, solar power and wind-solar hybrid projects): At the applicable Average Pooled Power Purchase Cost (APPC) or 75% of the generic tariff determined by the Commission for the relevant year for the relevant RE source, whichever is lower and
 - b) For non-RE / conventional sources: At the variable charges to recover the fuel costs as determined by the Commission for similar type of non-RE / conventional power plants for the relevant year.
- xiv. New generating plant(s) or generating Unit(s) seeking long –term/medium term open access and entering into agreement for wheeling, shall commission such plant(s) or unit(s) within twelve (12) months from the effective date, failing which the open access granted shall be deemed to have been cancelled, to avoid unnecessary blocking of the corridor.
- xv. All the information related to approvals, rejections, revisions, curtailment, etc. shall be made available to the applicant through the web-based portal for

Open Access hosted by the State Nodal Agency.

- xvi. The State nodal Agency shall prepare formats in line with these Regulations, for smooth implementation of OA in the State.
- xvii. The Standard format for Wheeling and Banking agreement is as per the Appendix-1.
- xviii. State Transmission Utility (STU) or Distribution Licensee(s) shall conduct System Studies annually or as often as required or as directed by the Commission and the System data including the available additional loading capacity of lines shall be updated on a continuous basis and shall be made available to the public and such data shall also be hosted on the licensee(s)'s website.
Provided that where any person makes a request for such studies, the STU/Distribution licensee shall carry out the system studies by collecting reasonable charges and such studies shall be completed within ninety days from the date of receipt of charges towards the studies and a detailed report in writing shall be provided to such person.

9. Procedure for applying for Day Ahead OA Transactions. -

- i. The applicant shall apply to the State Portal for Day Ahead OA Transactions in the standard application format.
- ii. For the applications received by the SNA, before 13.00 hrs of the day immediately preceding the day of scheduling for day-ahead OA transaction, the State Nodal Agency shall check for congestion in the system and convey grant of approval or otherwise to the applicant through e-mail or fax, not later than 15:00 Hours of the day immediately preceding the day of scheduling for day-ahead transaction, after ensuring that there is no subsisting PPA for the capacity sought under OA.
- iii. Non-refundable processing fee of One Thousand rupees for each transaction shall be paid by the applicant, in cash or by way of a demand draft or proof of payment through electronic transfer in favour of the State Nodal Agency.

Provided that the actual operationalisation of open access shall be effected subject to payment by the applicant of the charges as specified in these Regulations and orders passed by the Commission from time to time, before 17:00

hours of the day immediately preceding the day of scheduling for day-ahead transaction.

- iv. Where open access is denied, the State Nodal Agency shall furnish reasons thereof to the applicant.

10. Non-Utilization of open access service by Open Access Customers:

- i. In the event of inability of the short-term open access customer to utilize for more than four (04) hours, full or substantial part of the capacity allocated to him, such a short-term open access customer shall inform the SLDC of his inability to utilise the capacity, along with reasons therefor and may surrender the capacity allocated to him. However, such short-term customer shall bear full transmission and /or wheeling charges based on the original reserved capacity and the period for which such capacity was reserved.
- ii. A long-term/medium-term customer shall not relinquish his rights and obligations specified in the open access agreement without prior approval of the State nodal agency. The relinquishment of such rights and obligations by a long-term/ medium-term customer or termination of the agreement by the generating company shall be subject to the payment of compensation, which shall be equal to 66% of the applicable transmission charges and/or wheeling charges (net present value) for the remaining period of tenure of the agreement, to the extent of the capacity relinquished/terminated.
- iii. The SLDC may cancel or reduce the capacity allocated to a short-term open access customer to the extent it is underutilized, when such a short-term open access customer under-utilizes the allocated capacity more than two (2) times in a month with duration of underutilization exceeding two (2) hours each time or fails to inform the distribution licensee of his inability to utilise the allocated capacity. Such cancellation shall be resorted to after giving due notice digitally.
- iv. The surplus capacity available as a result of its surrender by the short-term open access customer under clause 10(i) above or reduction or cancellation of capacity by the SLDC under clause 10(iii) above, may be allocated to any other short-term open access customer in the order of pending applications based on the point of injection and drawal.

11. Open Access Charges:

(1) The following are the Open access charges payable by Open access customers for reserving and / or using the network:

- b. Transmission Charges
- c. Wheeling Charges
- d. Cross Subsidy Surcharge (CSS), wherever applicable,
- e. Additional Surcharge (ASC), wherever applicable,
- f. Banking Charges in kind, wherever applicable,
- g. Standby charges, wherever applicable
- h. Losses in kind as determined by the Commission
- i. Other fees and charges such as Load Despatch Centre fees/ charges, scheduling and system operating charges, applicable parallel operation/ grid support charges, reactive power charges, deviation settlement charges, monthly transaction charges, meter reading charges and any other charges, as per the relevant regulations / Orders of the Commission.

(2) The OA charges listed in Clause 11 (1) shall be payable by the OA customers as follows:

- (a) **Charges Payable by the Generator:** Transmission charges, Banking charges (in kind), transmission losses (in kind as applicable), Load Despatch Centre fees/ charges, scheduling and system operating charges, applicable parallel operation/grid support charges, reactive power charges, deviation settlement charges, monthly transaction charges and meter reading charges;
- (b) **Charges Payable by the OA consumer:** Wheeling charges inclusive of applicable losses as determined by the Commission, cross subsidy surcharge, additional surcharge, standby charges and meter reading charges;

Provided that in case of non- payment of specified open access charges by exclusive or non-exclusive or captive consumers partly or fully, any open access charges within the due date of the Corporation or ESCOM(s) or SLDC raising the bills for the said charges, the same shall be payable by the generator within fifteen days, failing which wheeling shall not be allowed to such generators.

(3) The transmission charges, shall be levied from the effective date i.e from the date of grant of open access/deemed grant of open access, (whichever is earlier) to avoid blocking of the corridor.

(4) The OA charges other than listed in 11 (3) shall be levied from the date of commissioning or date of wheeling of energy, as applicable.

12. Computation of Open Access Charges

12.a. Transmission Charges

- (i) For reserving and / or using of inter- State transmission system: As specified by the Central Commission from time to time.
- (ii) For reserving and / or using of intra -State transmission System:
 - (1) **For Long Term and Medium Term Open access**, the Transmission Charges shall be computed as below:

Transmission charges in Rs. per MW per Month = (TTSC x 107) / (TCCx12)

Where, TTSC is the Total Transmission System Charges for InSTS shall be sum of Annual Revenue Requirement (ARR) of Transmission Licensee(s) in Rupees Crores approved or adopted by the Commission.

TCC is the Total Contracted Capacity of the Transmission System for all open access customers including the Distribution Licensee/s, excluding short-term OA customers, in MW.

Provided that, in case, where a dedicated transmission system used for open access has been constructed for exclusive use of an open access customer by the licensee, the transmission charges for such dedicated system shall be worked out by STU or the transmission licensee for their respective systems and get the same approved by the Commission. The charges shall be borne entirely by such open access customer till such time the surplus capacity is allotted and used for by other persons or purposes.

Provided further that in case, a dedicated line has been constructed by any open access customer at his cost, for his own exclusive use, no transmission/wheeling charges shall be paid by such customer for such lines only.

(1.1) For Co-located Wind-Solar hybrid Power Plants:

- (a) A wind-solar hybrid plant can be identified as a hybrid power plant if the rated power capacity of one of the resource is at least 25% of the rated power capacity of other resource.
- (b) **For existing co-located power plant(s),**
 - (i) if solar or wind capacity is added, the transmission charges shall be limited to the existing transmission capacity contracted with the transmission licensee, subject to the condition that the installed capacity of either solar or wind is not more than the existing transmission capacity contracted.
 - (ii) In case capacity margins are available at the receiving transmission substation of respective transmission entity, at which the existing wind / solar project is connected, additional transmission capacity / access may be allowed subject to its technical feasibility. In such a case, any transmission augmentation required up to the receiving transmission substation including the cost shall be the responsibility of project developer.
 - (iii) if solar or wind capacity is added and if the evacuation of solar and wind combined capacity is higher than the existing transmission capacity contracted, then the charges shall be to higher of wind or solar installed capacity or combined evacuation capacity contracted by the open access customer, subject to clause 1.1 (b)(ii) and subject to condition that, the generator obtains evacuation approval for the additional capacity.
- (c) **For new hybrid power plants:** the transmission charges shall be levied for higher of either wind or solar installed capacity or combined evacuation capacity contracted by the open access customer, duly obtaining the evacuation approval.
- (d) The generation from Wind-Solar hybrid project shall not exceed the contracted capacity. The SLDC shall have all the rights to curtail the additional injection, keeping in view the security/reliability of the grid operation, in addition to any penalty that may be imposed.

(1.2) For Non-Co-located Wind-Solar hybrid Power Plants:

The Transmission charges shall be paid for solar and wind projects separately corresponding to the installed capacity of solar and wind projects respectively.

(2) **For Short-Term Open Access**, the Transmission Charges shall be computed as below:

$$\text{Transmission charges in Rs. per MWh} = \frac{\text{TTSC in (Rs. Crores)} \times 104}{\text{Energy Transmitted by Transmission Licensee during the year (MU)}}$$

TTSC is the Total Transmission System Charges for InSTS shall be sum of Annual Revenue Requirement (ARR) of Transmission Licensee(s) in Rupees Crores approved or adopted by the Commission.

12.b. Wheeling Charges: As determined by the Commission in Tariff Orders issued from time to time, in accordance with the MYT Regulations.

12.c. Cross Subsidy Surcharge: The Cross-subsidy surcharge shall be as per the provisions of Tariff Policy notified by the Central Government under the Act. The following formula shall be adopted:

$$\text{CSS (S)} = T - [C / (1 - L/100) + D + R]$$

wherein:

S – surcharge,

T – Tariff payable by the relevant category of consumers, including reflecting the Renewable Purchase Obligation,

C – Per unit weighted average cost of power purchase by Licensee, including meeting Renewable Purchase Obligation,

L – Aggregate of transmission, distribution and commercial losses, expressed as a percentage applicable to the relevant voltage level,

D -Aggregate of transmission, distribution and wheeling charge applicable to the relevant voltage level,

R – Per unit cost of carrying regulatory assets.

Provided that in case the above formula gives negative value of surcharge, the same shall be zero.

Provided further that the cross-subsidy surcharge shall not exceed 20% of the tariff applicable to the relevant category of consumer.

Provided also that cross-subsidy surcharge for Open Access shall be computed in Rs/kWh and shall be charged on the actual energy consumed by the consumer under Open Access.

Provided also that such cross-subsidy surcharge shall not be levied in case distribution access is provided to a person who has been availing power from the generation plant established as a captive plant for his own use.

12.d. Additional Surcharge:

(i) The Additional Surcharge shall be computed as follows:

$$\text{Additional Surcharge (Rs./kWh)} = \frac{\text{Cost of Stranded Power (Rs. Crores)} \times 10}{\text{Open Access Energy in MU}}$$

Where,

the Cost of Stranded power = (Quantum of power backed down/surrendered in MW or Quantum of open access power in MW in the previous year, whichever is lower) * Per Unit Fixed Cost of Power Purchase (Rs. Crore /MW).

- (ii) Additional surcharge shall be on a per unit basis, payable monthly by open access customers based on the actual energy drawn under open access.
- (iii) Additional surcharge is not applicable in case distribution access is provided to a person who has been availing power from the generation plant established as a captive plant for his own use.
- (iv) BESCOM on behalf of all ESCOMs, shall collect the data from SLDC & ESCOMs for the previous year as per the Forms-1 & 2 and file petition before the Commission for determination of additional surcharge for ensuing year. The additional surcharge so determined shall be applicable to all open access customers of respective ESCOMs as well as the open access customers of the other Distribution Licensee(s) if they procure power from ESCOMs. The amount of Additional Surcharge so collected by such Distribution Licensees from their OA customers, shall promptly transfer the same to respective ESCOMs in the subsequent months.
- (v) Cross subsidy surcharge and additional surcharge shall not be applicable in case power produced from a non-fossil fuel-based Waste-to-Energy plant is supplied to the Open Access Consumers.

12.e. Banking charges:

- i) Monthly Banking shall be allowed for a period of five (5) years from the effective date, for those WBA entered, under these Regulations.

Provided that, existing WBA's executed before 13.01.2023 in case of STOA and before 02.01.2023 in case of LTOA, seeking renewal shall not be entitled for banking facility from the date of renewal.

Provided further that the unutilized banked energy (as applicable) remaining at the end of the month, shall not be permitted to be carried forward to subsequent months. However, the RE generating stations would be entitled to Renewable Energy Certificates (RECs) for such energy remaining unutilized at the end of the month, in accordance with CERC Regulations on Renewable Energy Certificate (REC), if any.

- ii) The energy banked during TOD Slot-1 & Slot-3 (Time period of the ToD Slots shall be as defined in the Tariff Orders issued by the Commission from time to time) shall be permitted to be drawn during TOD Slot-1, Slot-2, Slot-3 and Slot-4. The energy banked during TOD Slot-2 & Slot-4 shall be permitted to be drawn during TOD Slot-2 & Slot-4 only.
- iii) The banking charges shall be 8% of the banked energy in kind or as determined by the Commission from time to time.
- iv) The banked energy shall be computed slot-wise and day-wise and summated at the end of the month.

An illustration is enunciated below to depict the monthly settlement of energy and daily settlement of charges thereof.

Day		Slot-1	Slot-2	Slot-3	Slot-4	Total
		6 am to 9am	9 am to 6pm	6 pm to 10pm	10 pm to 6am	
Day 1	Injection	100	120	100	130	450
	Drawal	120	100	100	100	420
	Banking	-20	20	0	30	30
Day 2	Injection	125	90	120	120	455
	Drawal	90	120	100	120	430
	Banking	35	-30	20	0	25
...
...
Day 30 or last day of the month	Injection	90	120	100	100	410
	Drawal	125	90	120	110	445
	Banking	-35	30	-20	-10	-35
Total	Injection	315	330	320	350	1315
	Drawal	335	310	320	330	1295
	Banking	-20	20	0	20	20

Computation of Banking charges on daily basis (in kWh)

	Total Banking during Slot-1 & Slot-3	Total banking during Slot-2 and Slot-4	Total Charges: Slot 2 & 4 to Slot's-2 or 4 and Slot-1 & 3 to Slot's 1 up-to 4	Total banking Charges to be paid (in kind)
Day 1	0	+20+30=50	50*0.08=4	4.0
Day 2	35+20=55	0	55*0.08=4.4	4.4
....
....
Day 30 or last day of the month	0	30	30*0.08=2.4	2.4
Total	55	80	135*0.08=10.08	10.08

Note: where there is net drawal from grid, banked energy is zero.

As illustrated above, at 8% banking charges, for the 135 kWh, the banking charges will be 10.80 kWh.

[The computation shall be done for all the days in a month and above is illustrative example only].

12.f. Standby charges

In case of outages of generators supplying to a consumer on open access, standby arrangements should be provided by the licensee on payment of 125% (normal energy charges plus 25% of normal energy charges) of energy charges applicable to that consumer category as determined by the Commission in its tariff orders.

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

12.g. Losses

Intra State Transmission losses and or Distribution losses as approved by the Commission in Tariff orders issued from time to time shall be applicable in kind for all OA transactions.

12.h. Other fees and charges

- i) Load Despatch Centre fees/ charges as determined by the Commission in Tariff Orders issued from time to time
- ii) Scheduling and system operating charges, applicable parallel operation/ grid support charges, reactive power charges as determined by the Commission from time to time
- iii) Deviation settlement charges as specified under the Regulations as amended from time to time
- iv) Monthly transaction charges of Rs.3000/- (Rupees Three Thousand only) per month
- v) Meter reading charges of Rs. 1000/- (Rupees One Thousand only) per month. No meter reading charges shall be collected, in case of AMR meters having remote meter reading facilities are being installed and data is transferred automatically to SLDC/Concerned ESCOM.
- vi) any other charges as specified under the various KERC Regulations and Orders, if any.

13. Residual Energy:

- (1) The residual energy, if any, after deducting the consumption by the consumer from various open access sources like IEX, wheeling etc., including transmission and/or Distribution losses and Banking charges shall be deemed to have been met by the ESCOM in whose jurisdiction such consumer is located and shall be billed as per the tariff applicable to that consumer category.
- (2) If the energy injected (after deducting transmission and/or distribution loss and banking charges, as applicable) is more than the energy consumption during any month the excess energy shall be treated as lapsed and in case of RE sources (wind, solar, mini-hydel or hybrid of these sources), be entitled to obtain RECs for excess RE energy injected during a month.

14. Curtailment Priority:

In case due to transmission/distribution system constraints or due to grid security, it is necessary to curtail the service, the following priority shall be followed:

- a. The short-term Non- RE open access consumer shall be curtailed first.
- b. Next, short-term RE open access consumer shall be curtailed.

- c. Next, medium-term Non- RE OA consumer shall be curtailed.
- d. Next, medium-term RE OA consumer shall be curtailed.
- e. Next long-term Non-RE OA consumer shall be curtailed.
- f. Next long-term RE OA consumer shall be curtailed.

Provided that, in view of Grid Security issues, within a category, the OA customer shall have equal curtailment priority and shall be curtailed on pro-rata basis.

Provided further that distribution licensees shall be curtailed as a last resort.

15. Green Certificate: The distribution licensee shall give green certificate on yearly basis to the consumers for the excess green energy supplied by the licensee to consumer on his request beyond the renewable purchase obligation of the consumers.

16. Dispute Resolution:

All disputes and complaints relating to open access shall be raised before the SNA, which may investigate and endeavour to resolve such disputes and complaints.

If the SNA is unable to redress the complaints/ disputes, a petition may be preferred before the State Commission for the dispute resolution.

17. Special Energy Meters/Smart Meters:

- i) Metering shall be done in accordance with the provisions of CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
- ii) The meters shall be capable of time-differentiated measurements (15 minutes) of necessary parameters and shall have ToD facility. These meters shall always be maintained in good condition and shall be open for inspection by any person authorized by the State nodal agency.

Provided that for LT consumers seeking open access, the time differentiated measurement of parameters in the meter in 15-minutes' time blocks shall be waived for the present, till such time it is notified by the Commission separately. However, such meters shall have ToD facility.

- iii) The meter shall include CTs, PTs and associated accessories and shall be tested and calibrated at least once in a year.
- iv) The meters shall be sealed by the distribution licensee in whose area the Generator/Consumer is situated.

- v) In case the meter is provided by the transmission/distribution licensee, the open access customer shall pay for its rent and also provide meter security deposit.
- vi) The meter shall be capable of communicating its reading to SLDC on real time basis.
- vii) The metering code prevailing in the State shall be applicable to the open access customers.

18. Compliance of Grid Code/Distribution Code/ Regulations

All Open Access customers shall abide by the State Grid Code, Distribution Code and all other Codes and Standards, DSM Regulations and other Regulations as applicable from time to time.

19. Collection and Disbursement of charges

The charges in respect of all Open Access customers shall be payable directly to the concerned licensee/SLDC in accordance with the terms and conditions of payment as prescribed by the State Nodal agency or by the licensee/s. The charges payable to the transmission licensee/ SLDC shall be paid directly to the transmission licensee/SLDC and charges payable to distribution licensee/s shall be paid directly to such distribution licensee/s

20. Information System:

1. SLDC shall post the following information in a separate web page titled "Open Access" Information and also issue a monthly and annual report containing such information;
 - a. A status report on long term/medium-term/short term customers.
 - b. Peak load flows on EHV and HV lines
 - c. Information regarding average loss in the transmission system and distribution system as determined by the licensee/s on a monthly basis.
2. The information shall be updated upon every change in status.
3. All previous reports shall be available in the web-archives.
4. The SLDC shall host the above information on its website within one month from the date of notification of these Regulations.

21. Reports:

The transmission/distribution licensee shall publish a quarterly report on its website or as often requested by the Commission the information in the following format:

Sl. No.	Name and address of the open access customer	Whether OA with RE or otherwise	Source of Energy	Point of injection	Point of drawal	Capacity allowed (MW)	Period of open access allowed	Actual annual utilization of energy in MU

22. Communication facility:

All Open Access customers shall have the requisite communication system in place to facilitate seamless communication of data/orders/ information to/from the State Nodal Agency, in accordance with the applicable standards / Regulations.

23. Issue of orders and practice directions:

Subject to the provisions of the Electricity Act, 2003 and these Regulations, the Commission may, from time to time, issue orders and practice directions with regard to the implementation of the Regulations and procedures to be followed.

24. Power to remove difficulties:

In case of any difficulty in giving effect to any of the provisions of these Regulations, the Commission may suo-motu or otherwise by general or special order, direct the open access consumers, generators, SNA and the licensees to take suitable action, not being inconsistent with the provisions of Electricity Act, 2003, which appears to the Commission to be necessary or expedient for the purpose of removing the difficulty.

Open access customers/licensees may prefer an application before the Commission and seek suitable orders to remove any difficulties that may arise in implementation of these Regulations.

25. Power to amend:

The Commission may from time to time add, vary, alter, modify or amend any provisions of these Regulations after following the necessary procedures.

26. Interpretation:

The decision of the Commission regarding the interpretation of these Regulations shall be final and binding.

27. Repeal and saving:

Save as otherwise provided in these Regulations, the Karnataka Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2004, and its amendments shall stand repealed from the date of commencement of these Regulations. Notwithstanding such repeal, anything done or any action taken or purported to have been done or taken including any procedure, minutes, reports, confirmation or declaration of any instrument executed under the repealed regulations shall be deemed to have been done or taken under the relevant provisions of these Regulations.

By Order of the Commission

SECRETARY
Karnataka Electricity Regulatory Commission

Details to be furnished for estimation of Additional Surcharge

Form -1

(A) Available Capacity in MW for the Month_____							
Sources	0000 :0015	0015:0030	0030:0045	0045:0100	----- >>>>>>		Average for the month
1 KPCL Stations							
(i)							
(ii)							
2. CGS sources							
(i)							
(ii)							
3. Major IPPs							
(i)							
(ii)							
4. LTOA							
5 MTOA							
(A) Total (1 to 5) for each 15mts block							A1= Average of A _____
(B) Scheduled Capacity in MW for the Month-----							
Sources	0000 :0015	0015:0030	0030:0045	0045:0100	----- >>>>>>		
1 KPCL Stations							
(i)							
(ii)							
2. CGS sources							
(i)							
(ii)							
3. Major IPPs							
(i)							
(ii)							
4. LTOA							
5 MTOA							
(B) Total for each 15mts block							B1=Average of B _____
(C) Scheduled Open Access capacity (IEX/3rd party) in MW for the month_____							
Sources	0000 :0015	0015:0030	0030:0045	0045:0100	----- >>>>>>		Average for the month
IEX							
3rd Party							
(C) Total for each 15mts block							C1=Average of C _____

Note:-

1. Data on 15 minutes block wise to be furnished for the previous year ie., if AS is to be determined for 2025-26, data to be furnished for 2024-25 for the State.
2. Data shall be furnished for all the 12 months
3. The monthly available capacity/scheduled /OA capacity (A1,B1,C1) to be calculated by taking the average for each month for each 15mts time block

Form -2 : Monthly Average Surplus/Stranded capacity (MW)

	Month 1	Month 2	Month 3	----- -->>>>>>		Month 12	Overall Average
D. Average Available capacity	A1	A2	A3	----- -->>>>>>		A12	D= (Average of A1 to A12) XXXXX
E. Average Scheduled Capacity	B1	B2	B3	----- -->>>>>>		B12	E= (Average of B1 to B12) XXXXX
F. Staranded capacity (D-E)	F1	F2	F3	----- -->>>>>>		F12	F= (Average of F1 to F12) XXXXX
G.Scheduled OA capacity	C1	C2	C3	----- -->>>>>>		C12	G= (Average of G1 to G12) XXXXX
H. Stranded capacity due to OA (Lower of F,G)	H1	H2	H3	----- -->>>>>		H12	H= (Average of H1 to H12) XXXXX

Note:

The month wise average capacity for each time block is to converted to yearly figures by taking average of 12 months

Stranded Cost of Power for the year in Rs. (S)	=	H * per MW fixed cost of Power for the Stations/sources mentioned in Form-1 in Rs.Crore
Additional surcharge (AS) (Rs./kWh)	=	S* x 10 / OA Energy for the year (3rd party, IEX) in MU * After adjustments in for demand charges as applicable

APPENDIX-1**WHEELING AND BANKING AGREEMENT FOR OPEN ACCESS PROJECTS UNDER THE KERC
(TERMS AND CONDITIONS FOR OPEN ACCESS) REGULATIONS, 2025**

This Wheeling and Banking Agreement is made at on this day of between Karnataka Power Transmission Corporation Limited, a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Kempegowda Road, Bangalore – 560 009, Karnataka State, hereinafter referred to as the “Corporation” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) and Electricity Supply Company / Corporation Limited (where the power is injected) a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at (address of ESCOM), Karnataka State hereinafter referred to as the “ ESCOM” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) on one hand and M/s....., a generating company and having its Registered Office at..... hereinafter referred to as the “Company” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) on the other, as parties.

The generating company shall obtain all statutory clearances and there is no need for obtaining any license under the Act for establishing a generation plant and for the purpose of wheeling of energy.

WHEREAS:

- i) The Corporation is a transmission Licensee owning and operating a transmission system and the ESCOM is a distribution Licensee engaged in the business of electricity distribution in the State of Karnataka and is under a statutory obligation to provide non-discriminatory open access (OA), under the provisions of the Electricity Act, 2003.
- ii) The Company proposes to/has install(ed)(energy source) Non-RE / RE Electric Power Generating Station ofkW/MW capacity at/near Village in..... Taluk, District and the

Company plans/has to construct(ed), own, operate and maintain the above said Non-RE/ RE Electric Power Generating Station, hereinafter referred to as the Project.

iii) The generator shall give an undertaking that there is no subsisting Power Purchase Agreement (PPA) with any of the ESCOMs in the State, for sale of electricity for the capacity for which wheeling is sought under this agreement.

iv) Pursuant to (i)& (ii) above, the Company desires to wheel upto kW/MW of the power generated from the project for its captive use or to sell to the Third Party utilizing the transmission and/or distribution network of the Corporation and ESCOM/s respectively and for the said purpose intends to enter into an agreement with the Corporation and the ESCOM where the power is injected.

v) The nodal agency vide their email /letter/soft copy or through any other digital mode dated has granted Access for wheeling and banking [banking in the case of Wind, Mini-hydel & Solar and hybrid of the above sources only] of electricity generated by the Company in the project within the time specified in the Regulations. In absence of grant of Open Access within the time specified in the Regulations, Open Access is deemed to be granted.

**NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF
THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET
FORTH, THE CORPORATION, ESCOM AND THE COMPANY, HEREBY AGREE AS FOLLOWS:**

ARTICLE 1

1.1 DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:

- a) **"Act"** means the Electricity Act, 2003 as amended from time to time.
- b) **"Agreement"** shall mean and include the Wheeling & Banking Agreement executed herein, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time-to- time in terms of OA Regulations.
- c) **"Applicable Tariff/Charge"** means the tariff/charges for wheeling and banking as determined by

the Commission from time-to-time in terms of OA Regulations.

- d) "**Banking**" means the facility by which electrical energy remaining unutilized by the "Exclusive" or "Non- Exclusive" Consumer or "Captive Consumer" out of the energy injected by the Company into the transmission and/or distribution system of Corporation/ESCOM/s, which is allowed to be utilized for wheeling to "Exclusive" or "Non-Exclusive" Consumers of the Company or captive consumer for later use, as per the terms and conditions set forth in this agreement.
- e) "**Banking cycle**" means the period from 00:00 hrs from the first day of a calendar month to 24:00 hrs of last day of the same calendar month.
- f) "**Billing Period**" means the period from 00:00 hours of the first day of a calendar month to 24:00 hours of the last day of such month. The first Billing Period shall commence from 00:00 hours of the Commercial Operation date/date of commencement of wheeling in a calendar month and end with 24:00 hours of last day of such month.
- g) "**Captive Generating Plant**" shall be as defined in Electricity Act 2003 and the Criteria for the Captive Status shall be as defined in Electricity Rules 2005 as amendment from time to time.
- h) "**Commercial Operation Date**" means the date declared jointly by the Company and the Corporation/ ESCOM on which the project or any of its units is/are declared as available for commercial operation.
- i) "**Commission**" means the Karnataka Electricity Regulatory Commission.
- j) "**Drawal Point**" means the point as specified by the Company to which the wheeled/banked power is to be supplied, indicating the place of HT/LT installation & RR. No. of HT/LT installation, if any.
- k) "**Exclusive consumer**" means a consumer identified by the Company for Wheeling Power, who receives the entire quantum of his power requirement from the Company utilising the Transmission/ Distribution Network of the Corporation / ESCOMs.
- l) "**Financial Year**" means year starting from 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year.
- m) "**Force Majeure Events**" means the events and circumstances as described in Article 9.
- n) "**Injection Point**" means the point or points at which Electricity is injected by the Company into the Corporation/ESCOMs" network.
- o) "**Injected Energy**" means the kilowatt hours of Electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period after deducting therefrom 115% of the energy imported from the ESCOM/s for start-up or any other purposes by the Project as measured at the injection point during a Billing Period.
- p) "**Installed Capacity**" means the capacity of the Project at the generating terminal(s) and shall be equal tokW/MW.
- q) "**Metering Date**" for a Billing Period, means the midnight (24.00 hours) of the last day of a calendar

month during which energy is injected.

- r) “**Metering Point**” for purposes of recording of Injected Energy at the Injection Point shall include two separate sets of Special Energy Meters/ Smart meters as per the KERC (Terms and Conditions for Open Access) Regulations, 2025, with Automated Meter Reading facility, the main meter installed by the Company and the check meter installed by the ESCOM, having facilities to record both export and import of electricity to/from the grid and, for purposes of recording the Energy drawn at the drawal Point, shall include a meter installed, having facilities to record both export and import of electricity to/from the grid.
- s) “**Monthly Charge**” shall have the meaning as set forth in Article 5.
- t) “**Nodal agency**” means the agency as defined in KERC (Terms and Conditions for Open Access) Regulations, 2025.
- u) “**Non-Exclusive Consumer**” means a consumer who purchases / consumes power from both ESCOM and the Company.
- v) “**Renewable Sources (RE) of Energy/ Green energy**” means such sources that produce/generate electrical energy from renewable sources of energy including, but not limited to Solar PV Power Project or Wind Power Project or Hybrid Power Project or Small Hydro Power Project or biomass, biofuel, urban or municipal waste, Energy Storage Systems including pumped storage hydro generation using entire electricity generated from renewable energy for charging / pumping or any other technology as may be notified by the Government of India from time to time and shall also include any mechanism that utilises green energy to replace fossil fuels including production of green hydrogen or green ammonia;
- w) “**Water Year**” for mini-hydel projects shall mean the year commencing on the first day of June of a calendar year and ending on the thirty first day of May of the following calendar year.

Any Words and expressions used but not defined in this Agreement shall have the same meaning as defined in the Act, KERC Regulations and the Grid Code.

1.2 INTERPRETATION

Unless otherwise stated, all references made in this Agreement to “Articles” and “Schedules” shall refer, respectively, to Articles of and Schedules to this Agreement. The Schedules to this Agreement shall form part of this Agreement and shall be in force and effect as though they were expressly set out in the body of this Agreement.

ARTICLE 2

INTERCONNECTION

- 2.1 Subject to the terms of this agreement, power generated from the Project of the Company shall be evacuated through the.....kV line constructed and maintained by the Company up to the..... kV..... Substation (Injection Point) of the Corporation/ESCOM.
- 2.2 Evacuation of power generated by the project, shall be limited to the capacity of transmission/ distribution system as specified by the Corporation/ESCOM in the evacuation approval.
- 2.3 The generating facility of the project shall be connected to the network of the Corporation and/or ESCOM in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time). In case the above regulations do not specify connectivity standards for a particular voltage level, the same shall be as approved by the Corporation/ESCOM.
- 2.4 The Company shall provide suitable relays and protective devices as specified by Corporation/ESCOM or as per prudent utility practice at the injection point atSub-station and at the HV side of the Generator which shall be got calibrated / checked by the Corporation/ESCOM before the plant is synchronized. Calibration of such relays and devices shall also be got done by the Company once in a year during the operation of the plant to ensure their proper functioning. The Company shall install, at its own cost, protection equipments like protection relays, communication system or similar equipment for the protection to the equipment of the Corporation/ESCOM and the Company. The Company shall obtain the approval of the Corporation/ESCOM for the specifications of such equipment and shall furnish the test reports, to the Corporation/ESCOM, as may be required.
- 2.5 The company shall obtain the following approvals for the project:
 - a. Approval of the Electrical Inspectorate
 - b. Evacuation/Synchronization approval from the Corporation/ESCOM.
- 2.6 The specifications for electrical energy delivered shall be as per Schedule-2.
- 2.7 The Company shall ensure that the metering and protection facility be, on notice, open for inspection by the authorized representative of the Corporation/ESCOM.
- 2.8 In the case of a new generating plant as well as addition of new capacity to the existing plants, the Company shall give written notice fifteen days in advance to the Corporation/ESCOM before the date of synchronisation, trial operation (other than wind and solar projects) and commercial

operation of the generator. The same shall also be intimated in writing/email or through any recognized digital mode of communication to the SLDC duly furnishing time block schedule.

2.9 The Corporation/ESCOM shall not be liable for losses or damages, if any, consequent to any line outage between the point of generation and the injection point for any reason whatsoever, consequent to which power is not evacuated.

ARTICLE 3
UNDERTAKIN
GS

3.1 Obligations of the Company:

- (i) The Company shall for setting up/ operation of the project, at all times have statutory approvals, clearances, and permits as set out in Schedule-1 of this agreement.
- (ii) A. As provided in the Act, the Company shall undertake at its own cost to establish, operate and maintain the following in accordance with Prudent Utility Practices during the operation of this agreement:
 - a) Generating Station;
 - b) Tie-Line (s);
 - c) Sub-stations;
 - d) Dedicated transmission line connected therewith.
- B The Company shall abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- C The Company shall strictly comply with the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2023, as amended from time to time.
- (iii) The Company shall be liable to pay all applicable charges to the Corporation/ESCOMs/SNA as per Article -5 including any Open Access charges (as mentioned in the extant Regulations w.r.t. Open Access issued by the Commission from time to time) pending to the Corporation/ESCOMs from exclusive or non-exclusive or captive consumers to whom energy is wheeled, in case such payments are not made by the due date by such consumers.
- (iv) The Company shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- (v) The Company shall furnish when required, any data necessary for the system studies conducted by the Corporation or the ESCOM.

3.2 Obligations of Corporation/ESCOMs

The Corporation/ESCOMs shall:

(i) Subject to system constraints, wheel the Electricity generated by the Company up to the Drawal Point in accordance with the provisions of the Act, Rules and Regulations in force from time-to-time.

[Explanation: “System constraint” means a condition or situation under which the electrical system of the Corporation/ESCOM/s is unable to evacuate and transmit fully or partly the energy generated from the project due to unforeseen breakdown of network elements like lines, switchgears or due to frequency/voltage constraints in the system or for any other reasons beyond the control of the Corporation/ESCOMs.]

(ii) Provide connectivity to network (by augmentation wherever necessary) and ensure that the contracted network capacity under open access is made available to the company during the period of contract.

(iii) Abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.

(iv) Abide by the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2023, as amended from time to time.

(v) Terminate the WBA in case the Company intends to enter into an agreement to sell power to the Distribution Licensees of the State at-

- The tariff determined by the Commission under Section-62 of the Act or adopted under Section-63 of the Act Or
- The Average pooled power purchase cost [APPC] or 75% of the generic tariff applicable to such RE projects, whichever is lower, for obtaining Renewable Energy Certificates [RECs]

ARTICLE 4

OPERATION OF THE POWER PLANT

- 4.1 The operation of the Project shall not at any time be in contravention to the Electricity Act, 2003 and Rules, Regulations issued there under and any other applicable provisions of law.
- 4.2 The Corporation/ESCOM/s shall not impose any restrictions on the manner of generation except for reasons of safe operation of the grid.
- 4.3 The operation of the power plant shall be suitably co-ordinated to comply with instructions of State/Area Load Dispatch Centre.

4.4 The starting current of the Generator shall not exceed 110% of the full load current of the generator and for that purpose, the generator shall provide necessary current limiting devices.

4.5 The Company shall provide at its cost, protective measures and devices for the safe operation of the Project with the grid as per the prevailing regulations/codes.

The Corporation or ESCOM/s shall not be liable to pay any compensation for any damage caused to any part of the generating station resulting from parallel operation with the grid.

ARTICLE 5

CHARGES

5.1 The Company shall pay all the charges to the Corporation/ESCOMs for using their network as per the applicable KERC Regulations/Orders issued from time to time.

Such charges shall include:

- (i) transmission charges for the use of the transmission network,
- (ii) wheeling charges for the use of the distribution network/s, if not paid by the consumers,
- (iii) cross subsidy surcharge, if not paid by the consumers
- (iv) additional surcharge, if not paid by the consumers
- (v) Banking charges in kind wherever applicable,
- (vi) stand-by charges wherever applicable, if not paid by the consumers
- (vii) Losses as determined by the Commission,
- (viii) Monthly transaction charges of Rs. 3000 for maintaining the transaction details,
- (ix) Meter reading charges of Rs. 1000 per month, in case AMR meters having remote meter reading facilities are not functional,
- (x) Load despatch Centre fees,
- (xi) Scheduling and system operation charges,
- (xii) Grid support / Parallel operation charges, as determined by the Commission from time to time,
- (xiii) Reactive power charges,
- (xiv) Deviation settlement charges under DSM Regulations,
- (xv) Any other charges as specified under the various KERC Regulations.

Provided that in case of non- payment of specified open access charges, cross subsidy surcharge or additional surcharge, standby charge or any other charge by exclusive or non-exclusive or captive consumers partly or fully, any open access charges within the due date of

the Corporation or ESCOM(s) or SLDC raising the bills for the said charges, the same shall be payable by the generator within fifteen days, failing which wheeling shall not be allowed to such generators.

5.2 The Company shall pay to the nodal agency before commencement of wheeling, security deposit equivalent to the estimated charges for two months which shall be retained with the nodal agency till the expiry of the Agreement. In case of non-payment of monthly Open access charges, the security deposit shall be encashed by the concerned licensee and the company shall immediately replenish the security deposit, failing which the wheeling shall not be allowed to such generator.

5.3 The ESCOM shall recover from the Exclusive Consumer:

- a) twice the demand charges as applicable to the relevant category of consumers as determined by the Commission from time to time, for the over drawal of demand[kW/MW] beyond the quantum of power contracted under the wheeling agreement; and
- b) twice the energy charges as applicable to the relevant category of consumers for over drawal of energy from the grid beyond the net injected energy by the Company [injected energy less the losses in kind].

5.4 The Company shall be permitted to import power from the grid for start-up, maintenance and other allied purposes duly intimating the ESCOM/s the period for which such supply is required. In such cases, the 115% of the actual energy drawn from the grid as recorded by the import meter at the injection point shall be deducted from the total energy generated.

5.5 Charges for infirm power (not applicable for wind, solar power and wind-solar hybrid projects):

- (1) The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the ESCOM in whose jurisdiction the energy is being injected to the grid and shall be paid for by such ESCOM :
 - (a) **For RE sources (excluding wind, solar and wind-solar hybrid projects):** At the applicable Average Pooled Power Purchase Cost (APPC) or 75% of the generic tariff determined by the Commission for the relevant year for the relevant RE source, whichever is lower and
 - (b) **For non-RE / conventional sources:** At the variable charges to recover the fuel costs as

determined by the Commission for similar type of non-RE / conventional power plants for the relevant year.

5.6 Banking and energy remaining unutilized at the end of the month (not applicable for existing WBA's seeking renewal, which were executed before 13.01.2023 in case of STOA and before 02.01.2023 in case of LTOA):

Monthly Banking shall be allowed for a period of five (5) years from the effective date, for those WBA entered, under these Regulations.

Provided that the unutilized banked energy (as applicable) remaining at the end of the month, shall not be permitted to be carried forward to subsequent months. However, the RE generating stations would be entitled to Renewable Energy Certificates (RECs) for such energy remaining unutilized at the end of the month, in accordance with CERC Regulations on REC, if any.

The banked Energy at the end of a month shall be calculated as follows:

$$E_{bi} = [E_g * (1-C)] - E_t - B$$

Where,

E_{bi} =Banked energy at the end of a month;

E_g = Generated energy injected to the grid at the point of injection in a month as recorded by the export register of the meter less 115% of energy recorded by import meter at injection point.

B = Banking charges in kind (in MU)

C = Transmission and/or wheeling losses expressed in percentage.

E_t = Actual energy Consumed in a month by the Exclusive Consumers and/or Non-Exclusive Consumer and/or captive consumers.

Note: Banked energy is zero if **E_{bi}** is negative or zero.

5.7 PF penalty:

The exclusive or non-exclusive Consumer or captive consumer shall pay Power Factor penalty for any reduction in power factor, as per rates determined by the Commission from time to time in its Tariff Orders.

5.8 Energy Losses:

Transmission and distribution losses for transmission/wheeling of energy shall be applicable and shall be as per the loss levels fixed for the purpose of transmission/wheeling by the Commission from time to time, in its Tariff Orders.

ARTICLE-6

WHEELING AND BANKING OF ENERGY

6.1 WHEELING OF ENERGY:

6.1.1 At least 15 days prior to commencement of wheeling, the Company shall submit in writing, a list of “Exclusive Consumers”, “Non-Exclusive consumers” and “Captive Consumers” to whom it proposes to wheel power, indicating the quantum of power to be wheeled to such consumers. Any addition or deletion to the list of consumers or change in power allocation to the existing consumers shall be intimated to the Corporation/ESCOM/s, 15 days prior to giving effect to such change. The duty of the licensee with respect to such wheeling of energy shall be of common carrier providing non-discriminating open access.

Provided that no supplemental agreement shall be required to be signed, for such addition or deletion of the consumers.

6.1.2 At the end of each month, the company shall allocate the entire energy generated during the month ToD slot-wise, to its consumers under WBA.

6.1.3 The residual energy, if any, after deducting the consumption by the consumer from various open access sources like IEX, Wheeling etc., including transmission and/or Distribution losses and Banking charges shall be deemed to have been met by the ESCOM in whose jurisdiction such consumer is located and shall be billed as per the tariff applicable to that consumer category.

If the energy injected (after deducting transmission and/or distribution loss and banking charges, as applicable) is more than the energy consumption during any month, the excess energy shall be treated as lapsed and in case of RE sources (wind, solar, mini-hydel or hybrid of these sources), be entitled to obtain RECs for excess RE energy injected during a month.

6.1.4 The Corporation/ESCOMs/SLDC shall collect from the Exclusive consumers of the Company, only the applicable open access charges as per KERC Regulations/orders.

6.1.5 All Charges for the quantum of energy drawn by “Non Exclusive Consumers” including energy and demand charges other than for energy wheeled from the Company, shall be collected by the concerned ESCOM directly as per the tariff applicable to such consumers. In addition, the applicable charges for open access transaction as per the Regulations / Orders of the Commission shall be paid by such consumers to the concerned licensees/SLDC.

6.1.6 In the event of system constraints, captive consumers, Exclusive and Non- Exclusive Consumers shall be subjected to power cuts or load shedding as deemed necessary by the Corporation/ESCOMs/SLDC.

6.1.7 Notwithstanding to the Article 5.6, the Corporation/ESCOMs reserve the right to withdraw the facility of banking and wheeling either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In such an event, Corporation/ESCOMs shall not be liable to pay any compensation or damages to the Company.

ARTICLE - 7

BILLING PROCEDURE

- 7.1 The meters shall be read automatically and the data shall be communicated to SLDC/ESCOMs online and the bills shall be raised accordingly.
- 7.2 For the purpose of Open Access, the generator and the consumers shall install AMR meters with communication facility and no meters shall be read physically.
- 7.3 All payments of bills issued by the Corporation/ESCOMs/SLDC under this agreement shall be paid by the Company/Exclusive consumers/Non-exclusive consumers/Captive consumers within fifteen days from the receipt of such bills.

ARTICLE - 8

METERING AND COMMUNICATION

- 8.1 **Metering:** The Energy injected and the energy drawn shall be metered at the receiving sub-station point and at the drawal point of the Consumers (to be specified clearly by the Company) respectively.
- 8.2 **Metering equipment:** Metering equipment shall be Special Energy Meters/Smart meters (with Automatic Meter Reading facilities) of accuracy class 0.2S required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check

meters shall be installed and owned by the ...ESCOM. The dedicated core of both Current Transformers [CTs] and Potential Transformers [PTs] of required accuracy shall be made available by the Company to....ESCOMs. The metering equipment shall be maintained in accordance with applicable electricity standards and shall be capable of recording quarter-hourly (which can subsequently be modified to record 5- minutes data), ToD slot-wise and monthly readings. The Company shall provide online, the metering data to the....SLDC/ESCOM every month. The meters installed shall be capable of recording and storing quarter hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.

- 8.3 **Sealing of Energy Meters:** All the main and check energy meters (export and import) and all associated instrument transformers installed shall be of 0.2S accuracy class. Each meter shall be jointly inspected and sealed by the ESCOM and shall not be interfered with by either Party except in the presence of the other Party or its authorized representatives.
- 8.4 **Meter Test Checking:** All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter owned by the ESCOM which shall be of an accuracy class of 0.1S. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2S accuracy class. The cost of such test checking shall be borne by the Company at the rates specified by the ESCOM from time to time. The consumption registered by the main meters shall be considered for the purpose of billing as long as the error in the main meter is within the permissible limits.
 - (i) If during the quarterly tests, the main meter is found to be within the permissible limits of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the readings of the main meter. The check meter shall, however, be calibrated immediately.
 - (ii) If during the quarterly tests, the main meter is found to show any reading beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month up to the date and time of such test shall be as per the check meter. There shall be a revision in the bills for the period from the previous billing date up to the current test date, based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
 - (iii) If during the quarterly tests, both the main meter and the corresponding check meter are found to show readings beyond the permissible limits of error, both the meters shall be immediately calibrated. Corrections shall be applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes. Such correction shall be applied for the period from the last month's meter reading up to the current test.

Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.

(iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.2S accuracy class, all the meters shall be re-tested for their accuracy immediately.

- 8.5 **Interconnection and Metering Facilities:** The Company shall provide at its cost dedicated core for the metering. Both the main meter and the check meter shall be installed nearest to the PT in the outdoor yard of the Corporation/ESCOM and shall be housed in a suitable weatherproof cubicle.
- 8.6 **Data Acquisition System (DAS)/ Data Concentrator Unit (DCU) and Communication facilities:** The Company shall install and maintain at its cost, DAS/DCU and communication network facilities at the Generating Station/Injection Point as well as drawal points to automatically read data and automatically transfer the data to SLDC/ESCOM as the case may be, with due approval of technical features by the Corporation or the ESCOM.
- 8.7 In the case of any tampering of metering cubicle or energy meters at the Exclusive Consumers /Non-Exclusive Consumers/Captive Consumers premises or at the Company's power generating plant being detected or observed, the Corporation/ESCOM/s shall have the right to withdraw the Wheeling & Banking facilities to the Company without any notice.
- 8.8 Notwithstanding anything contained in this agreement w.r.t metering, the provisions under CEA (Installation and Operation of meters) Regulations 2006 and amendments from time to time shall prevail.

ARTICLE-9

FORCE MAJEURE

- 9.1 In the event of Force Majeure conditions like war, pandemic, epidemic, flood, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling and/or banking of power, the Corporation/ESCOM/s shall have no obligation to Bank and Wheel the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement is to be treated as temporarily suspended for the period in which Force Majeure conditions continue and in such case the ESCOM shall also make efforts to supply power to "Exclusive Consumers" of the Company from its own source subject to availability and payment of charges as applicable to the power supplied to the relevant category of consumers.

9.2 During the period in which Force Majeure conditions prevail, Corporation/ESCOM/s shall not be liable to pay any compensation or damage or any claims whatsoever for any direct or indirect loss that may be suffered by the Company on account of wheeling and/or Banking of Electricity not being performed during the period.

ARTICLE - 10

TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

This Agreement shall become effective from date of grant of Open Access / deemed grant of Open Access by the SNA, and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time (long-term/medium-term/short-term) until the completion of a period of..... months from the date of execution.

10.2 Events of Default:

Company's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Company:

- a. Failure or refusal by the Company to perform any of its obligations agreed under this Agreement.
- b. Non-payment of charges/non-replenishment of security deposit as specified in this agreement within the time specified in clause 7.3. and clause 5.2.
- c. Failure of the Company to generate and wheel energy continuously for a period of six months in case of RE sources and two-months in case of non-RE sources, except under Force Majeure conditions specified in Article-9.
- d. Repeated over drawal of power from the grid by the Exclusive Consumers in any four consecutive 15-minutes time block.
- e. The Company enters into an agreement to sell power contracted under wheeling to any Distribution Licensee of the State.

10.3 Termination:

(1) Termination for Company's Default:

- i. Upon the occurrence of any event of default as set out in sub-clause 10.2 above, the Corporation/ESCOM/s may deliver a Default Notice to the Company in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the Company to remedy the same within a month from the date of notice.

- ii. In case the Company fails to remedy the default(s) notified in the above Notice within the time indicated in the notice, the Corporation/ESCOM/s shall be entitled to terminate this Agreement with immediate effect.
- iii. Upon termination of this agreement, the Corporation/ESCOM/s shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfill the payment obligations arising as per the Agreement prior to the date of termination.
- iv. In the event of inability of the short-term open access customer to utilize for more than four (04) hours, full or substantial part of the capacity allocated to him, such a short-term open access customer shall inform the SLDC of his inability to utilise the capacity, along with reasons therefor and may surrender the capacity allocated to him. However, such short-term customer shall bear full transmission and /or wheeling charges based on the original reserved capacity and the period for which such capacity was reserved.
- v. A long-term/medium-term customer shall not relinquish his rights and obligations specified in the open access agreement without prior approval of the State nodal agency. The relinquishment of such rights and obligations by a long-term/ medium-term customer or termination of the agreement by the generating company shall be subject to the payment of compensation, which shall be equal to 66% of the applicable transmission charges and/or wheeling charges (net present value) for the remaining period of tenure of the agreement, to the extent of the capacity relinquished/terminated.

(2) Exit Clause:

The Company may terminate this agreement by giving prior notice of 90 days subject to payment of all the charges due, including relinquishment charges to the concerned licensee(s).

ARTICLE 11
DISPUTE RESOLUTION

- 11.1 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.2 All disputes or differences between the Parties arising out of or in connection with this Agreement shall, as far as possible, be settled through mutual negotiations.
- 11.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties

hereto to make decisions by mutual agreement.

11.4 If the designated representatives are unable to resolve a dispute under this Agreement within ninety (90) days after such dispute arises, or such other reasonable period as may be mutually acceptable to the parties then it shall be referred to the Commission in accordance with the provisions of the Electricity Act 2003, for resolution of the dispute under Section 86(1)(f) of the Act.

ARTICLE - 12

MISCELLANEOUS PROVISION

12.1 Governing Law:

This Agreement shall be interpreted, construed and governed by the Laws of India including the Electricity Act, 2003 and the Rules/ Regulations framed thereunder.

12.2 Waivers:

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorised Representative of the Party;

12.3 Limitation, Remedies and Damages:

Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

12.4 Notices:

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by email, hand or by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to: -

(i) In case of the Company:

Name:

Designation of authorized representative:

Telephone No.....

Fax No.

E-mail:

(ii) In case of Corporation:

Name:

Designation of authorized representative:

KPTCL, Karnataka State.

Telephone:

Fax:

E-mail:

(iii) In case of injecting ESCOM:

Name:

Designation of authorized representative:

ESCOM

Karnataka State.

Telephone:

Fax:

12.5 Severability:

Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.

12.6 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of both the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of

this contract [agreement] at the instance of either of the parties, or suo-motu, after giving an opportunity of hearing to all the parties.

12.7 Assignment:

The Company shall not assign this Agreement or any portion hereof without the prior written consent of the Corporation/ESCOM/s and approval of the Commission.

Provided further that any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

12.8 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between Corporation, ESCOM/s and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Corporation/ ESCOM/s and the Company shall mutually consult to resolve the inconsistency.

12.9 Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF CORPORATION

Name:

Designation of authorized representative: KPTCL

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF INJECTING ESCOM

Name:

Designation of authorized representative: ESCOM/s

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF THE COMPANY

Name:

Designation of authorized representative: Company:

WITNESSES

- 1.
- 2.

SCHEDULE -1

PERMITS, CLEARANCES AND APPROVALS

1. Evacuation approval for evacuation of power from the generating plant to the substation of Corporation/ESCOM.
3. Synchronization approval and Commissioning report from Corporation/ESCOM.
4. Wheeling and Banking approval by the nodal agency or deemed approval.
5. Approval of the Electrical Inspectorate, Government of Karnataka for Commissioning of the transmission line for evacuation of power from the project to the injection point/ substation.
6. Approvals required under any law for the time being in force.

SCHEDULE- 2

SPECIFICATIONS OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the Non-RE / RE plant of M/s..... is atkV. It comprises generators, generator transformer and unit transformer.
2. The generated power at.....kV will be stepped up (if applicable) to....kV for the purpose of inter-connection with the State grid atkV. Generators will also be allowed to draw start up power from the grid.
3. The injection point is atreceiving station at.....kV located in.....ESCOM area.

* * * * *