

With regard to matters not contained herein, including but not limited to the following, and wherever the context so requires, the conditions set forth in the General Terms and Conditions of Supply shall generally be applicable:

- (a) Voltage of supply vis-à-vis total Contracted Demand;
- (b) Security Deposit;
- (c) Disconnection for non-payment of charges;
- (d) Title Transfer to successor entity; and
- (e) Levy and collection of Customer Charges

PART-B

BALANCING & SETTLEMENT CODE

25. SCHEDULING

25.1 Each Open Access Generator, Scheduled Consumer and OA Consumer shall provide a Wheeling Schedule in the format as at Appendix– 1(a), to the SLDC/DISCOM for each fifteen (15) minute time block for a day, on a day-ahead basis by 10:00 a.m. on the day preceding the commencement of the first time block for which the wheeling of energy is scheduled, with a copy each to the State Transmission Utility (TSTRANSCO) and the concerned DISCOM;

Provided that all Open Access Generators except Solar & Wind Generators, Scheduled Consumer and OA Consumer shall provide the Wheeling Schedule in accordance with the TSERC (Deviation Settlement Mechanism and Related Matters) Regulation, 2021 and Wind & Solar Generators shall provide the Wheeling Schedule in accordance with TSERC (Forecasting, Scheduling, Deviation Settlement and Related Matters) Regulation, 2018.

Provided that an Open Access Generator, Scheduled Consumer and OA Consumer requiring to wheel electricity from more than one generating station with the interface points located at different locations (with separate metering at each entry point) shall provide separate wheeling schedule for the entry point(s) of each generating station :

Provided also that the Solar & Wind -based or Mini-hydel Open Access Generators of contracted capacity up to 5 MW shall not be required to provide a day-ahead wheeling schedule and the actual electricity injected by them shall be deemed to be the scheduled energy.

25.2 The OA generators scheduling their supply to more than one scheduled/OA consumer or the scheduled/OA consumer receiving supply from more than one OA generator shall communicate to the SLDC/DISCOM (along with the day-ahead schedule) the inter-se order of allocation of the actual generation among the Schedule/OA consumers or the inter-se order of allocation of the actual

consumption among the OA generators as the case may be. Such communication of inter-se order of allocation/consumption to the SLDC/DISCOM shall be deemed to have been done with prior consent of all the parties involved and binding on all the OA generators, Scheduled consumers and OA consumers.

25.3 In the event of failure to submit the wheeling schedule in accordance with clause 25.1, the latest wheeling schedule available with the SLDC/DISCOM shall be treated as the effective wheeling schedule.

25.4 SLDC shall communicate the final day-ahead schedule to the respective parties along with inter-se order of allocation of consumption/generation capacities wherever applicable as per the time-frame setout in the State Grid Code and the same shall be binding on all parties.

26. ALLOCATION OF CAPACITY BY OA GENERATORS

26.1 The sum total of the capacity allocations by an OA Generator for any time block to all the Scheduled Consumers and OA Consumers shall not exceed the available capacity from his generating plant being not higher than the installed capacity or contracted Open Access capacity, whichever is lower.

26.2 The OA Generator shall also indicate the allocated capacity in kW at the exit point(s) for each consumer in the Format at Appendix - 1 (a) using the loss levels as specified in the applicable Tariff Order of the Commission. The energy account of the billing month shall be finalized based on the transmission and distribution losses specified by the Commission in the applicable Tariff Order.

26.3 The SLDC/DISCOM shall verify the capacity allocated at the Exit point(s) and correct it in case of discrepancy, if any. The computations of SLDC shall be final and binding on all.

27. REVISION OF WHEELING SCHEDULE

27.1 In case of any system constraint, the SLDC/DISCOM may modify the schedules of Open Access Generators, Scheduled Consumers and/or the OA Consumers, as the case may be, at any time in accordance with this Regulation and the Grid Code Regulation, which shall be conveyed to them. Compliance with the instructions of SLDC shall not be reckoned as a deviation by the concerned Generator/Consumer from the schedule. The Open Access Generator, Scheduled Consumer or OA Consumer, shall not, however, be entitled to revise a wheeling schedule during the course of a day.

28. METER READING, ENERGY ACCOUNTING AND SETTLEMENT

28.1 SLDC shall undertake the accounting of energy for each time block on monthly basis with the assistance of the Energy Billing Centre (EBC) of the State Transmission Utility (STU) in respect of the Open Access Generators, Scheduled Consumers and the OA Consumers who are connected to the transmission system, In respect of the Open Access Generators, Scheduled Consumers and the OA Consumers who are connected to the distribution

system, it is the EBC that shall be responsible for energy accounting and settlement in co-ordination with the DISCOMs.

28.2 Such Account shall be examined and signed by a Committee comprising the STU, DISCOMs and Generators:

Provided that in the case of Generators, only one representative, as approved by the Commission, from each class of Generators mentioned below shall be represented on the Committee:

- Central Generating Stations (CGS)
- TSGENCO
- Independent Power Producers (IPPs)
- Non-conventional Energy (NCE) Developers (Biomass, Mini-hydel, Hydro, Solar, Wind, etc.)
- Captive Power Plants (CPPs)

28.3 The monthly meter readings shall be taken by the respective DISCOM at all the entry points at 33 kV and below and at all the exit point(s) of the Open Access Generators located in its licensed area, as identified in the wheeling schedules. Where, however, the entry point is connected to the Transmission system, such monthly readings shall be taken by the Transmission Licensee:

Provided that the readings for each time block shall be retrieved through a Meter Reading Instrument (MRI) or otherwise by the respective Licensees mentioned above once in a week and shall be transmitted to the SLDC. The meter readings as and when taken shall also to be made available to the Open Access Generator/Consumer in whose premises the readings are taken, or to his representative, if available.

In case of failure of metering equipment or non-availability of MRI data, a suitable methodology as approved by the Commission may be employed for finalising the energy account.

28.4 The SLDC shall finalize the energy account of the Open Access transactions of a billing month with the assistance of EBC and arrive at the deviations for each time block and the consequent adjustments integrated over the month in respect of all Open Access Generators, Scheduled Consumers and the OA Consumers in accordance with the procedure specified herein.

29. SETTLEMENT OF ENERGY/DEMAND AT EXIT POINT IN RESPECT OF SCHEDULED CONSUMER

29.1 The Scheduled energy (in kWh) at exit point shall be calculated for each time block from the scheduled capacity (kW) at the Exit point, as provided in the wheeling schedule, by multiplying it with the period of time block in hours.

29.2 The Scheduled demand at exit point shall be calculated by dividing the scheduled capacity (kW) at exit point by the power factor for the time block, for which purpose the Power factor shall be equal to the recorded kWh divided by kVAh.

29.3 The Scheduled energy of a Scheduled Consumer from an OA Generator for each time-block shall be deducted from the recorded energy (in the inter-se order of such Generators, as and if intimated by the consumer, in case the consumer is availing of energy from more than one Generator) as a first charge. The balance energy shall be deemed to have been supplied by the DISCOM and shall have to be paid for as per the terms of the supply agreement with the DISCOM:

Provided that where there is a deviation between the scheduled capacity and actual capacity being injected at an Entry point in a time block, the shortfall, if any, in the capacity allocated to the Scheduled Consumer shall be deemed to have been drawn by the Scheduled Consumer from the DISCOM and the energy corresponding to such shortfall shall be paid for by the party which has contracted for the Open Access capacity with the Licensee to the DISCOM as per the energy tariff applicable for the same consumer category of DISCOM under which the Scheduled Consumer would normally fall.

29.4 The Scheduled demand at Exit point or the actual demand made available to a consumer from each OA Generator at that Exit point in a time-block whichever is less, shall be deducted from the recorded demand (in the inter-se order of such Generators, as confirmed by the SLDC while finalising the day-ahead schedule, in case the consumer is availing of energy from more than one Generator). The balance demand for each time-block shall be deemed to have been consumed from the DISCOM and shall be paid for as per the terms of the supply agreement with the DISCOM.

30 SETTLEMENT OF ENERGY AT EXIT POINT IN RESPECT OF OA CONSUMERS:

30.1 The Scheduled Energy at Exit point of an OA Consumer shall be calculated from the Scheduled capacity from an OA Generator at the Exit point for each time block as provided in clause 29.1 above.

30.2 In case the Open Access Consumer is receiving supply from more than one Open Access generator, the total energy and demand recorded shall be deemed to have been consumed from the respective Open Access Generators in the inter-se order of Generators as confirmed by the SLDC while finalizing the day-ahead schedule.

30.3 The excess energy recorded, if any, at the exit point for any time block with reference to scheduled energy or the actual energy available at that Exit point, whichever is less, shall be deemed to have been consumed by the Generator or the OA consumer whoever has contracted for the Open Access capacity with the Licensee, from the DISCOM and shall be paid for by the Open Access Generator/Consumer at the energy tariff applicable for the same consumer category of DISCOM to which the OA Consumer would normally belong. Such excess consumption shall also attract all penal provisions provided in the applicable Tariff Order like those in respect of Low Power Factor, voltage surcharge, etc and wherever applicable, the relevant charges shall also be paid for by the OA generator/OA consumer.

30.4 The Scheduled demand at Exit point or the actual demand made available to a consumer from each OA Generator at that Exit point in a time-block whichever is less, shall be deducted from the recorded demand (in the inter-se order of such Generators, as confirmed by the SLDC while finalising the day-ahead schedule, in case the consumer is availing of energy from more than one Generator). The balance demand for each time-block shall be deemed to have been consumed from the DISCOM and shall be paid at twice the demand charges applicable for the same consumer category of DISCOM to which the OA Consumer would normally belong.

31. SETTLEMENT FOR OA GENERATORS AT ENTRY POINT:

31.1 The excess drawls of energy and demand by Scheduled Consumers on account of under-generation by the Generator for each time block shall be deemed to have been drawn from the DISCOM. The energy and demand charges for such excess drawls shall be paid for by the Scheduled Consumer in accordance with the proviso to clause 29.3 and as per clause 29.4 respectively.

31.2. The excess drawal of energy and demand by an OA Consumer on account of under-generation by the Generator for each time block shall be deemed to have been drawn by the Generator (or Open Access Consumer whoever has contracted for Open Access Capacity) and shall be paid for by the Generator/Consumer as per the normal energy tariff and twice the demand charges applicable for the same consumer category to which the OA Consumer would normally belong.

31.3. The underdrawals by Scheduled Consumers and/or OA Consumers shall have impact on the Generator and on the DISCOM in whose area of supply the Exit point is located. Such underdrawals at Exit point shall be treated as inadvertent energy supplied by the Generator to the DISCOM(s) and shall not be paid for by the DISCOM;

Provided that, such under drawals shall be treated as input into Banking in accordance with clause 2.1 (d), if such energy is sourced from Renewable energy source.

31.4. Injection of energy by an OA Generator over and above the scheduled capacity at an Entry point shall not be accounted for. In such cases, only the scheduled capacity at exit point shall be accounted for as having been supplied by the Generator to the Scheduled Consumer or the OA Consumer, as the case may be.

31.5. In case of solar, wind and Mini-hydel generators upto 5 MW contracted capacity, the actual generation during the month shall be deemed as scheduled energy and for the purpose of settlement in respect of scheduled/OA consumer availing supply from these OA generators.

32. LEVY OF SURCHARGE AND ADDITIONAL SURCHARGE:

Each Open Access Generator, Scheduled Consumer and OA Consumer shall, in addition to the tariff and other charges mentioned in the preceding clauses, also be required to pay, wherever applicable, the surcharge in accordance with the provisions of the Open Access Regulation as also the applicable additional surcharge, if any, under Section 42 (4) of the Act.

33. Banking of Renewable Energy Generation:

- 33.1 Banking facility shall be provided to the consumers availing Green Energy Open Access. The surplus energy of a green energy open access consumer, from a 'Green Energy' Generating Station, after own consumption in its premises, may be banked with the Distribution Licensee.
- 33.2 The banking facility including injection of surplus energy and drawal of banked energy shall be subject to scheduling.
- 33.3 Banking shall be permitted on a monthly basis on collection of banking charges of 8% in kind from the energy banked by GEOA consumer.
- 33.4 The permitted quantum of banked energy by the Green Energy Open Access consumers shall be at least thirty percent of the total monthly consumption of electricity from the distribution licensee by the consumers.

Explanation: For the purposes of this rule, the expression—Banking means the surplus green energy injected in the grid and credited with the distribution licensee energy by the Green Energy Open Access consumers and that shall be drawn along with charges to compensate additional costs if any.

- 33.5 The Banking settlement period shall be a calendar month. There would be no “carry forward” or “deemed purchase” of un-utilised banked quantum of energy. Such un-utilised energy shall be considered as lapsed at the end of each calendar month;

Provided that, Green Energy Open Access consumer would be entitled to Renewable Energy Certificates to that extent.

Provided that the credit for energy banked during the month shall be adjusted during the same month as per the energy injected in the respective Time of Day ('TOD') slots determined by the Commission in its Orders determining the Tariffs of the Distribution Licensees;

Provided further that, the energy banked during peak TOD slots shall be permitted to draw during peak as well as off-peak TOD slot by paying the banking charges as specified in Clause 33.3 of this Regulation. However, the energy banked during off-peak TOD slots shall be permitted to draw during off-peak ToD slot only.

- 33.6 Transmission charges/losses and wheeling charges/losses shall be levied only once on the energy banked.

Explanation: If transmission charges/losses and wheeling charges/losses had been levied on full quantum of banked energy during injection, then no further

transmission charges/losses and wheeling charges/losses shall be levied on banked energy during drawl.

- 33.7 To facilitate accounting of energy for banking by a generating companies, having in-house captive consumption and has a connection agreement only, a separate agreement to be known as “Banking Agreement”, which shall contain, inter alia the terms and conditions, has to enter by the Distribution and Retail Supply licensee with such generating companies.

34. DISPUTE RESOLUTION

All disputes and complaints shall be referred to the SLDC for resolution, which shall not decide a matter without first affording an opportunity to the concerned parties to represent their respective points of view. The decisions of the SLDC shall be binding on all parties.

35. ISSUE OF ORDERS AND PRACTICE DIRECTIONS

Subject to the provisions of the Act, the A.P Electricity Reform Act, 1998, and this Regulation, the Commission may, from time to time, issue orders and practice directions in regard to the implementation of this Regulation, the procedure to be followed and other matters, which the Commission has been empowered to specify or direct.

36. POWER TO REMOVE DIFFICULTIES

In case of any difficulty in giving effect to any of the provisions of Regulation, the Commission may by general or special order, issue appropriate directions to Open Access Generators, Scheduled Consumers, OA Consumers, Transmission Licensee(s), Distribution licensee(s) etc., to take suitable action, not being inconsistent with the provisions of the Act, which appear to the Commission to be necessary or expedient for the purpose of removing the difficulty.

37. REPEAL AND SAVING

- 37.1 The Telangana State Electricity Regulatory Commission (adoption of previously subsisting regulations, decisions, directions or orders, licences and practice directions) Regulations, 2014 (Regulation 1 of 2014) to the extent relating to:

Terms and Conditions of Open Access, Regulation, 2005 [Regulation No.2 of 2005] and APERC Interim Balancing and Settlement Code, Regulation, 2006 [Regulation No.2 of 2006] as amended from time to time stand repealed on and from the date of this Regulation is published in the official gazette for the State of Telangana to the extent relating to the matters covered in this Regulation adopted under Regulation No. 1 of 2014

- 37.2 Anything done or any action taken or purported to have been done in pursuance of the provisions of the APERC Terms and Conditions of Open Access, Regulation, 2005 [Regulation No.2 of 2005] and APERC Interim Balancing and

Settlement Code, Regulation, 2006 [Regulation No.2 of 2006] and their amendments shall in so far as it is not inconsistent with the provisions of this Regulation, be deemed to have been done or taken under the corresponding provisions of this Regulation. Any rights and liabilities arising out of the earlier Regulation shall be settled within the applicable provisions as may be appropriately relevant.

37.3 Notwithstanding anything contained in Clause 37.2, short-term and long-term open access granted in accordance with the APERC Terms and Conditions of Open Access, Regulation, 2005 [Regulation No.2 of 2005] shall continue to be valid till the expiry of the term of short-term and long-term access.

38. POWER TO AMEND

The Commission may from time to time add, vary, alter, suspend, modify, amend or repeal any provisions of this Regulation.

(BY ORDER OF THE COMMISSION)

NAGARAJ NARAM

Commission Secretary [FAC]

APPENDIX – 1 (a)

Format for the Day-ahead Wheeling Schedule for each 15-minute time block of the day

Date:

Name of the Generator:

Address of the Generating Station:

Declared capacity for the day:

Time block	Available Capacity

Entry point voltage:

DISCOM	Name of the consumer	Voltage level of Exit point	Time Blocks	Allocated capacity at Entry point kW	Net capacity at Exit point kW

Any other information to be provided:

Signature of the OA Generator

/Scheduled Consumer/OA Consumer

Note: An example each for computation of Net capacity at Exit point is given in Appendix – 1(b) and examples for Settlement are given in Appendix - 2

APPENDIX – 1 (b)

Computation of Net capacity at the Exit point

Date:

Name of the Generator: Z in SPDCL

Entry point voltage: 132 kV

Declared capacity for the day:

Time block	Available Capacity

DISCOM	Name of the consumer	Voltage level of Exit point	Time Blocks	Allocated capacity at Entry point kW	Net capacity at Exit point kW
TSPDCL	1. Sch. Consr.	11 kV	1 to 96	1,000	904.47
	2. Sch. Consr.	132 kV	1 to 96	2,000	1948.60
	3. OA Consr.	33kV	1 to 96	1,000	940.20
Total for TSPDCL					
TSSPDCL	1. Sch. Consr.	11 kV	1 to 96	1,000	900.25
	2. Sch. Consr.	33kV	1 to 96	3,000	2817.10
	3. OA Consr.	132 kV	1 to 96	5,000	4871.5
Total for TSSPDCL					
Grand Total				13,000	12382.11

N.B.: In the Table above, the following loss levels have been taken into consideration for FY 2022-23, sourced from the Commission's MYT Wheeling and Transmission Tariff Order for 4th Control Period. The loss levels of corresponding FY as per the Tariff Order of the Commission for the relevant year should be taken for computation of the net capacity at exit point.

Transmission losses: 2.57%

Distribution loss upto voltage level of the exit point:

Voltage	TSSPDCL in %	TSNPDCL in %
33 kV	3.62	3.50
11 kV	4.13	3.80
LT	4.80	4.80

APPENDIX – 2

(A). Where Generator is Generating at the level of Scheduled Capacity in kW:

DISCOM	Consumer	Sch. Cap at Exit Point	Recorded consumption	Accountable to Generator	Accountable to DISCOM	Deviation at Exit point
NPDCL	1. Sch. Consr.	904.47	1000	904.47	95.53	Nil
	2. Sch. Consr.	1948.60	2000	1948.60	51.4	Nil
	3. OA Consr.	940.20	1200	940.20	259.80	259.80
SPDCL	1. Sch. Consr.	900.25	600	600	0.00	(-)300.25
	2. Sch. Consr.	2817.10	3000	2817.10	182.90	Nil
	3. OA Consr.	4871.5	4000	4000	0.00	(-)871.50

(B). Where Generator is under Generating w.r.t Scheduled Capacity:

Scheduled capacity = 13,000 kW Actual capacity = 11,000 kW

Consumer	Sch. Cap at Entry Point	Sch. Cap at Exit Point	Actual Cap at Entry Point	Actual Cap at Exit Point	Recorded consumption	Deviation
1. Sch. Consr.	1,000	904.47	846.15	765.32	1000	139.15
2. Sch. Consr.	2,000	1948.60	1692.31	1648.82	2000	299.78
3. OA Consr.	1,000	940.20	846.15	795.55	1200	344.65
4. Sch. Consr.	1,000	900.25	846.15	761.75	600	-161.75
5. Sch. Consr.	3,000	2817.10	2538.46	2383.70	3000	433.40
6. OA Consr.	5,000	4871.5	4230.77	4122.04	4000	-122.04

ANNEXURES

FORMATS for Short-Term

FORMAT-ST1

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(to be submitted by the consumer to SLDC)

To: Nodal Officer, TSSLDC,
Address

1	Consumer Application No.	< self-generated by consumer >	Date
2	Period of Transaction	<More than one day and less than one month/day-ahead >	
3	Nature of Consumer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) >	

< * In terms of power transfer >

4	Consumer Name			
5	Address for Correspondence:			
	Phone No.	(Off.)	(Res.)	(Fax)
	E-mail id:			
	Mobile No.			
6	Registration Code		Valid up to	

< Registration code shall be as provided by SLDC >

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

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

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

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

9	Nature of Open Access (If for Captive use Provide Chartered Accountant certificate exhibiting the capital structure as per Electricity (Capital adequacy) Rules , 2005)	< Captive/Third party >			
10	Open Access Sought for (period from date: _____ to date: _____)				
	Date		Hours		Capacity
	From	To	From	To	MW*

< MW* at point of injection >					
11 Details of PPA/PSA/MoU					
Name & Address of Parties		Date of PPA/PSA/MoU	Validity Period		Capacity
Seller	Buyer		Commencement	Expiry	MW
< MW* at point of injection >					
12 Details of Non-Refundable Application Fee Made					
Bank Details		Instrument Details			Amount (in Rs./-)
		Type (Draft/Cash)	Instrument No.	Date	
13 I hereby authorize TSSLDC to process said application, in case open access capacity allotted, for day-ahead scheduling in accordance with the provisions of intra-State ABT.					
14 Declaration					
i. All Entities/Utilities to transaction shall abide by provisions of the Electricity Act 2003(the Act), TSERC (Open Access) Regulation and any other relevant regulation/ order/code as amended from time to time. ii. The Buyer and Seller have entered into commercial agreement for the proposed transaction. Payment of Short term open access charges (if not paid) shall be made by me. iii.					

Place:

Signature

(with stamp):

Date:

Name & Designation:

Enclosures

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

Copy to along with relevant enclosures:

- 1) Concerned officer of transmission licensee involved in transaction.
- 2) Concerned officer of distribution licensee involved in transaction
- 3) Officer in charge of transmission substation involved in transaction.
- 4) Officer in charge of distribution substation involved in transaction.
- 5) Any other concerned.

For use of TSSLDC (with Reference to Enrolment of Application)	
TSSLDC Reference ID No.	

Nodal TSSLDC Approval No.	<i>< if approved ></i>
Or Reason of Refusal* (If refused)	

*< ** TSSLDC may also enclose supporting documents for the reasons of refusal duly signed on each page >*

ACKNOWLEDGEMENT

(for office use only)

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) *< to be filled by the Applicant >*

1	Consumer Application	< self-generated by consumer >	Date	
2	Period of Transaction	<More than one day and less than one month/day-ahead >		
3	Nature of Consumer	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)		
<i>< * In terms of power transfer ></i>				
4	Consumer Name			
5	Registration Code		Valid up to	

< Registration code shall be as provided by SLDC >

(B) *< to be filled by SLDC >*

Date and Time of Receipt of Application	
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Place:

Signature (with stamp):

Date:

Name & Designation:

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ACKNOWLEDGEMENT

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

APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS

(A) *< to be filled by the Applicant >*

1	Consumer Application	< self-generated by consumer >	Date	
2	Period of Transaction	<More than one day and less than one month/day-ahead >		
3	Nature of Consumer	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)		
<i>< * In terms of power transfer ></i>				
4	Consumer Name			
5	Registration Code		Valid up to	

< Registration code shall be as provided by SLDC >

(B) *< to be filled by SLDC >*

Date and Time of Receipt of Application	
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Place:

Signature (with stamp):

Date:

Name & Designation:

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

APPROVAL FOR SHORT-TERM OPEN ACCESS
(to be issued by SLDC)

TSSLDC Approval No.		/ (R-0)				Date			
<i>< 'R-0' states original approval with revision no. - zero ></i>									
1.	Consumer Application No.	<i><as provided by consumer on FORMAT-ST1></i>				Date			
2.	Period of Transaction	<i><More than one day and less than one month/day-ahead ></i>							
3.	Nature of Consumer* <i>< * In terms of power transfer ></i>	<i>< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) ></i>							
4.	Consumer Name								
5.	Registration Code					Valid up to			
6.	Details of Transaction Party's to Grid				Injecting Entity		Drawee Entity		
	Name of Entity								
	Status of Entity* <i>< * In terms of ownership- State Utility/CPP/IPP/ ISGS/Discom/Consumer/specify, if any other ></i>								
7.	Details of Injecting/Drawee Connectivity with Intra-State System				Injecting Entity		Drawee Entity		
	Name of Sub-station		Transmission						
			Distribution						
	Voltage Level		Transmission						
Distribution									
<i>< Distribution licensee, if required, may treat interface periphery as its connectivity points ></i>									
8.	Open Access Approved for (Period from date _____ to date _____)						Revision No.	0	
	Month	Date		Hours		Capacity (MW)		Energy (in MWh)	
		From	To	From	To	Applied	Allotted	Applied	Allotted
						Total MWh			
9.	<i>Details of Bidding < only in case of Bidding ></i>								
	Details of Intra-State System			Date		Hours		Applicable Rate (Rs./kWh)	
				From	To	From	To		
Transmission System									
Distribution system									
10.	The approved transaction shall be incorporated in day-ahead scheduling in accordance with the provisions of intra-State ABT. <i>< only in case of approval ></i>								
11.	Please submit following to SLDC with details on format [FORMAT-ST5] in the manner as specified in procedure: <i>< only in case of approval ></i>								

SLDC Fee Amount:		Due Date:		Security Amount:		Due Date:	
12.	The approval is subject to provisions of SERC (Open Access) Regulations and any other relevant regulation/order/code as amended and applicable from time to time. <i>< only in case of approval ></i>						
13.	No approval is being granted on account of <i><only in case of rejection></i>						
<i>< SLDC shall convey specific reasons if open access is denied and may also enclose supporting documents to support the same duly signed on each page ></i>							

Place:
Date:

Signature (with stamp):
Name & Designation:

Enclosures

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

Copy to along with enclosures

- 1) *Consumer*
- 2) *Concerned officer of transmission licensee involved in transaction.*
- 3) *Concerned officer of distribution licensee involved in transaction.*
- 4) *Officer in charge of transmission substation involved in transaction.*
- 5) *Officer in charge of distribution substation involved in transaction.*
- 6) *Any other concerned.*

FORMATS for Short-Term
ENCLOSURE to FORMAT-ST2

SCHEDULE OF PAYMENTS

(to be enclosed for each month by SLDC along with FOMAT-ST2)

TSSLDC Approval No.	/ (R-0)	Date	
<i>< 'R-O' states original approval with revision no. - zero ></i>			
1	Consumer Application No.	<i><as provided by consumer on FORMAT-ST1></i>	Date
2	Period of Transaction	<i><More than one day and less than one month/day-ahead ></i>	
3	Nature of Consumer*	<i>< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) ></i>	
<i>< * In terms of power transfer ></i>			
4	Consumer Name		
5	Registration Code	Valid up to	
6	Tentative* Monthly Payment Schedule for Short-Term Open Access Charges (Period: <i>date:</i> to <i>date:</i>)		Month
	Payment Chargeable for	Rate (Rs./kWh)	MWh
	(1) Intra-State Network		Total (Rs.)
	(a) Transmission Charges		
	concerned Transmission Licensee		
	Intervening intra-State Licensee (if any)		
	(b) Wheeling Charges		
	concerned Distribution Licensee		
	Intervening intra-State Licensee (if any)		
	(c) Cross subsidy Surcharge		
	concerned Distribution Licensee		
	(d) Additional Surcharge		
	concerned Distribution Licensee		
	(e) SLDC Charges		
	SLDC		
	(2) Inter-State Network		
	Transmission Charges		
	Intervening inter-State Licensee (if any)		
	Total Monthly Payment Amount (Rs.)		

Place
Date

Signature (with stamp)
Name & Designation

** Tentative on the basis of MWh mentioned in application which may vary on actual operation.*

CONGESTION INFORMATION AND INVITATION OF BIDDING
(to be invited by SLDC)

TSSLDC Bidding Invitation No.

Date

1	Consumer Application No.	<as provided by consumer on FORMAT-ST1>	Date	
2	Period of Transaction	<More than one day and less than one month/day-ahead >		
3	Nature of Consumer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) >		

<* In terms of power transfer>

4	Consumer Name			
5	Registration Code		Valid up to	

6. The anticipated congestion (transformer and electric line/link) is as follow:

Network Corridor		Congestion Period				Margin/ Capacity Available	Total Capacity Applied by all the Consumers
Sub-station with Transformation Capacity	Electric Line/Link with Capacity	Date		Hours		MW	MW
		From	To	From	To		
intra-State transmission system							
Intra-State distribution system							
Inter-State Transmission System							

7. In view of above please submit bid on format [FORMAT-ST4]. The details for bidding are hereunder:

(a) Bid Invitation Date		Time	
(b) Bid Submission Date		Time	
(c) Bid Opening Date		Time	

(d) Bids Invited for

Intra-State Network Corridor		Congestion Period				Margin/Capacity Available for Bidding	Floor Price
Sub-station	Electric Line/Link	Date		Hours		MW	Rs./kWh
		From	To	From	To		
Name of Transmission System							
Name of distribution system							

8. In case of non-submission of bid, application shall be deemed to have been withdrawn and shall not be processed.

Place
Date

Signature (with stamp)
Name & Designation

To: Consumers with their reference's < as provided by consumers at sl.no. 1 on FORMAT-ST1 >

BID PROPOSAL
(to be submitted by the consumer to SLDC)

Ref: TSSLDC Bidding Invitation No. _____

Date _____

To: Divisional Engineer (TSSLDC),

1	Consumer Application No.	<i><as provided by consumer on FORMAT-ST1></i>	Date	
2	Period of Transaction	<i><More than one day and less than one month/day-ahead ></i>		
3	Nature of Consumer*	<i>< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) ></i>		
<i>< * In terms of power transfer ></i>				
4	Consumer Name			
5	Registration Code		Valid up to	

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

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

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

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

Place _____

Signature (with stamp)

Date _____

Name & Designation

FORMATS for Long-Term/Medium-Term
FORMAT- LT/MT

Application form for LTOA/MTOA
(to be submitted by the Open Access Applicant to STU)

Application No. _____

Date: _____

1. Name of the Applicant:

2. Address for Correspondence:

 - a) Phone Number:
 - b) Fax No.
 - c) Email No.
3. Applicant Type: (Buyer / Seller / Trader / Captive Generating Station)

4. Agreement/MOU/Consent Letter Details:

With	Reference No.	Date	Valid Upto	Maximum Demand (MW)
Buyer				
Seller				

5. Coordinator Details:

Name:		
Designation		
Phone Numbers:	(Office)	(Residence)
	(Fax)	(Mobile)
	Email ID:	

6. Type of Open Access: (Captive or Third Party)
(If captive usage, provide Chartered Accountant Certificate, exhibiting capital structure and compliance with regard to requirements under the electricity Act, 2003 read with the Electricity Rules, 2005)
7. Details of Power Transfer requirement
 - a) Quantum of power to be transmitted (MW)
 - b) Peak load to be transferred (MW)
 - c) Average load to be transferred (MW)
8. Expected date of Commencement of Open Access:

9. Open Access Period Required:

Period		Time		Capacity (MW)
From Date	To Date	From Hours	To Hours	

10. Details of Injection Point: (Repeat for every Injection Point)

Name of injecting utility / party / Generating Station	
Type and generating capacity	
Voltage level	
Point of injection (Name of SS - distribution/transmission Licensee)	
Name of location and Discom in whose area located	
Metering arrangement – Meter details	
a) Class of Accuracy	
b) TD Interval	
c) Parameters	
i)	
ii)	
iii)	
iv)	

11. Details of Drawal Point (Drawal utility/Consumer details):

Name of the user	
Point of exit	
Voltage level	
Source of feeding for Exit Point (Name of SS -)	
Name of location and Discom in whose area located	
Metering arrangement – Meter details	
a) Class of Accuracy	
b) TD Interval	
c) Parameters	
i)	
ii)	
iii)	
iv)	

12. Is the Consumer at the drawal point an existing Consumer of Distribution Licensee: (Yes / No)

(If yes provide the Consumer number and Contracted maximum Demand (CMD), Category, Whether the Open Access is for partial load or for full load)

13. Details of PPAs / Contracts and MOU

a)	For Power to be injected	
b)	For Power to be Drawn	
c)	For balancing and Mismatch power requirement	
d)	For Inter-State Transmission Open Access if involved	
e)	Agreement with traders if any in above transaction	

14. In case of Generating Station

a)	Name of the Promoter	
b)	Generation Capacity	
c)	Location of the Generation plant	
d)	No. of Units & Capacity of each unit	
e)	Type of Fuel	
f)	Base load station or peaking load station	
g)	If peaking load, then what is the estimated hours of running	
h)	If it is a hydro plant, then whether is a Run of the river / Reservoir / Multipurpose / Pump Storage, MU generation in an year in case of Hydro plant	
i)	Specify the step-up generation voltage 400 kV or 220 kV or any other voltage	
j)	In case of Hydro Station, whether it is a identified project of CEATSREDCO	
k)		
l)		

15. Details of Application Fee (Non-refundable):

a)	Name of the Bank	
b)	Draft No. & Date	
c)	Amount	
d)	Payable at Bank	

16. Any other Information:

17. Undertaking:

It is hereby certifying that –

- a) All utilities (including buyer, seller and trader) to the transaction shall abide by the provisions of the TSERC Open Access Regulations as amended from time to time.
- b) The buyer and seller have entered into commercial agreement for the proposed transaction. Payment of the Long-Term Open Access (LTOA) charges / Medium-Term Open Access (MTOA) (if not paid) shall be made by me.
- c) The applicant hereby agrees to keep the _____ (name of the Distribution License) indemnified at all times and undertakes to indemnify, defend and save the _____ (name of the Distribution License) harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recovering costs and expenses, court costs, attorney fees, and all obligations by or to third parties, arising out of or resulting from the transactions under this approval.
- d) We shall execute the Long-Term / Medium-Term Open Access Agreement after receiving the approval from the _____ (name of the Distribution License) within the thirty (30) days failing which the _____ (name of the Distribution License) has right to cancel the approval without any further notice.
- e) (Insert in case of Intra-State Trader) M/s _____ has a valid licence (reference No. issued by and valid upto _____) for Intra-State Trading of electricity and will abide by Intra-State Electricity Trading Regulation as amended from time to time.
- f) (Insert in case of Inter-State Trader) M/s _____ has a valid licence (reference No. issued by and valid upto _____) for Inter-State Trading of electricity and will abide by CERC (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2009 as amended from time to time.

Place:

Signature of the Applicant
(with stamp):

Date:

Name & Designation:

BANKING AGREEMENT FOR IN-HOUSE CAPTIVE GENERATORS

This BANKING AGREEMENT is executed on this ____ day of ____ (Month), ____ (Year).

BETWEEN:

_____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, a company formed and incorporated in India under the Companies Act, 1956 with its registered office located at _____, Telangana (hereinafter referred to as TSDISCOM which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) represented by Chief General Manager , _____, _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED or such other officer as may be designated for this purpose-as the party of the first part.

AND

M/s _____ a Solar/Wind/Mini Hydel Generating Company having his premises located at _____ (V), _____ (M), _____ District, a company incorporated and existing under the Companies Act, 1956 or Companies Act, 2013 as the case may be having its Regd., office at _____ (Address (hereinafter referred to as "Banking Facility User" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) as party of the second part:

WHEREAS:

_____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, which is amended later by Telangana State Electricity Regulatory Commission, is engaged in the business of distribution of electricity in the State of Telangana, for the areas specified in the license for distribution:

Banking Facility User is a generating company engaged in the business of Solar/Wind/Mini Hydel Generation and is desirous of availing the banking services offered by Transmission Corporation of Telangana Limited (TSTRANSCO) and _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED for a period from _____ (Date of Synchronization) from the project M/s _____, a _____ (Capacity) MW Solar/Wind/Mini Hydel Power plant located at _____ (V), _____ (M), _____ district for its captive utilization for a quantum of _____ kW located at its premises or located in the same vicinity.

The nodal agency vide its letter dated _____ had given its consent for banking of electricity generated from the generating company or plant for a contracted capacity _____ KW at entry point, as per the terms and conditions of the agreement.

Banking means the facility by which electrical energy remaining unutilized

by the generating company or plant, after captive consumption, which is injected in to the transmission system of TSTRANSCO and/or distribution system of _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, and is allowed to be utilized for captive consumption later, as per the terms and conditions set forth in this agreement and as per applicable Act and Regulation from time to time.

The banking facility user had filed an application dated _____ with the nodal agency for grant of banking facility for a contracted capacity of _____ kW at entry point (Solar/Wind/Mini Hydel Generator) and the same has been accepted, in the manner provided under the Telangana State Electricity Regulatory Commission (Open Access) Regulation, 2022; hereinafter referred to as the Regulation. Now, therefore, in consideration of the foregoing premises and their mutual covenants set forth herein and subject to the Regulation, the parties hereto agree as follows:

Article 1: Definitions

1.1 In this Agreement, unless the context otherwise requires:

- a) "Act" means the Electricity Act, 2003 along with amendments made by the appropriate government;
- b) "TS Grid Code" means the Code of Technical Interface of Telangana, as approved by the Commission and amended from time to time;
- c) "Banking" means the facility by which electrical energy remaining unutilized by the generating company or plant, after captive consumption, which is injected in to the transmission system of TSTRANSCO and/or distribution system of TSDISCOMs, and is allowed to be utilized for captive consumption later, as per the terms and conditions set forth in this agreement and as per applicable Act and Regulation from time to time;
- d) "Commission" means the Telangana State Electricity Regulatory Commission or TSERC;
- e) "Central Electricity Regulatory Commission" or "CERC" means the Commission constituted and empowered under Section 76 (1) and other applicable provisions of the Act;
- f) "Commercial Operation Date" means the date declared jointly by the Company and the _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED on which the unit(s) is/are declared as available for commercial operation for the purposes of banking after trial operation;
- g) "Contracted Capacity" in the context of banking for supply to captive consumer located in the premises of the generating company or plant means the capacity contracted in megawatts (MW) or kilowatts (kW) or kilo volt ampere (kVA) for availing banking facility;
- h) "Distribution Code" means the Distribution Code for the State of Telangana as approved by the Commission from time to time;
- i) "Effective date" shall mean the date on which the parties execute this Agreement;
- j) "Entry Point" means a point at which electricity is injected into the

- electricity transmission or the distribution network;
- k) “Exit Point” means a point at which electricity is drawn from the electricity transmission or the distribution network and in the context of banking for in-house captive utilization, the exit point to be specified by the DISCOM shall be treated as entry point only, that is injection and drawl points connected to the electricity transmission or the distribution network are at the same location for captive consumption;
 - l) In house Captive Consumer” means the captive consumer, who is also intending or is availing banking facility for use by itself and located within the same premises of the generating company, who also has a subsisting supply agreement with the _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED for supply to meet its requirement of power in the absence of generation from the captive power plant, which has established or operated the generating company or plant from the same premises;
 - m) “Invoice” means the main or supplemental invoice as defined in Article 5 of this Agreement;
 - n) “Inter-State transmission system” means inter-state transmission system as defined in the Act;
 - o) “Open Access Regulation” means the Telangana State Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2022;
 - p) “Nodal Agency” means the nodal agency as defined in the Clause 5 of the Regulation No.2 of 2005 as adopted by TSERC vide Regulation 1 of 2014 and its subsequent amendments;
 - q) “Captive Banking Consumer” means the captive consumer availing the banking facility who also has a subsisting supply agreement with the _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED for supply to meet whole or a part of his requirement, who establishes or operates the generating company or plant, wherein, Captive Banking consumer shall also be treated as banking facility user;
 - r) “Transmission Service” shall mean provision, supply or conveyance of electricity by means of cables and/or overhead lines, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works and such other related services as may be provided by TSTRANSCO from time to time;
 - s) “User” or “Banking Facility User” or “Generating Company” or “In-house Captive Consumer” means a person, other than a short-term user, as defined in the regulation on banking, intending to avail the excess unutilized banked energy injected into the grid after the in-house captive consumption from a solar/wind/mini-hydel generating company/plant, who has connection agreement only with _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, and the expression includes generating company/plant and in house captive generating unit;
 - t) “Wheeling Service” whereby transmission system of TSTRANSCO

and/or distribution system of _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED along with the associated facilities of a transmission licensee or otherwise as the case may be, are used by another person including a User or Banking Facility User for conveyance of electricity on payment of charges determined by the Commission from time to time;

- u) “Banking Service” means the operations whereby transmission system of TSTRANSCO and/or the distribution system of _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED along with the associated facilities of a transmission licensee or otherwise as the case may be, as are used by a generating company or banking facility user having in-house captive consumption and has connection agreement only and do not possess any open access agreement for drawing the energy conveyed into the grid from the captive generating unit after utilization to the extent required and redrawing of the said energy for its consumption by the captive user subsequently from the energy injected earlier into the grid during non-generation by the captive plant on payment of charges determined by the Commission in its Regulations from time to time;

- 1.2 Words and expressions used and not defined in this agreement but defined in the Act and the regulations made thereunder shall have the meanings as assigned to them in the Act and the Regulations and in the absence thereof, shall have the same meaning as is commonly understood in the electricity supply industry.

Article 2: Procedure for availing Banking Services

- 2.1 Prior to availing banking service from TSTRANSCO and/or _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, the banking facility user agrees and undertakes to follow and comply with the procedures for availing banking services provided in the regulation and/or specified by the nodal agency as empowered and authorized under the Act or the Regulations thereunder.
- 2.2 The banking facility user further agrees and undertakes inter alia, to comply with:
 - a) The technical requirements and infrastructure/equipment standards prescribed by TSTRANSCO and _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, including applicable provisions of the Telangana Grid Code, the Distribution Code and any other applicable regulation and guidelines, as may be specified by the Commission from time to time and as may be necessary in order to entitle the banking facility user to avail banking services.
 - b) Such payment security mechanism/instrument for availing banking services as prescribed under Article 5 of this agreement and as modified from time to time with the consent of the Commission:
 - c) Any other technical, or operational criteria prescribed by TSTRANSCO and/or _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED as approved by the Commission from time to time:

- d) Any requirement to furnish evidence to the effect that the banking facility user has the requisite approvals and clearances from the nodal agency or otherwise, that are necessary to avail banking services.
 - e) In case the banking facility user is a generator located within the state of Telangana, the banking facility user may avail start-up power, for which it shall enter into a separate supply agreement with the concerned _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED.
 - f) The banking facility user shall ensure that the in-house captive consumer(s) maintain a power factor not less than 0.95 lag failing which the in-house captive consumer(s) shall pay a power factor surcharge levied in the monthly bills as per DISCOM rules in force. Similarly, banking facility user shall also maintain power factor of the electricity injected for transmitting/wheeling/banking at 0.9 as per the reading taken from export meters at interconnection point, failing which the in-house captive consumer(s) shall pay power factor surcharge as applicable to the banking facility consumer.
- 2.3 Notwithstanding anything contained herein in this agreement, in the event of the TSTRANSCO and/or DISCOM is required to construct or augment any electrical plant or line in order to extend transmission, wheeling and banking services to the banking facility user, TSTRANSCO and/or DISCOM may recover such expenditure in terms of regulations/orders issued by the Commission or such other authorities under the Act, 2003, in this behalf from time to time.
- 2.4 Scheduling and system operation charges (also called as SLDC charges) shall be payable by the banking facility user/generating company and licensees using the services of SLDC. Such charges shall be governed by the relevant regulations or orders issued by the Commission from time to time.
- 2.5 The banking facility user shall pay the charges payable under this agreement from the date of commencement of banking facility specified in the Schedule I, regardless of whether or not such banking is used on or and from that date, except if the failure to use such banking is due to the default of the TSTRANSCO and/or DISCOM.
- 2.6 The banking facility user shall pay the Standby charges to _____ POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED as per rge rates determined by the commission in its orders from time to time as per the applicability from the date of commencement of banking facility specified in the Schedule I.
- 2.7 In the event of banking facility user's surrender of whole or part of contracted capacity; or reduction/cancellation of the capacity allotted to the user as per the Regulation, the banking facility user shall pay all charges, including compensatory charges in the manner specified in the Regulation.

Article 3: Banking Services (applicable to Green Energy Open Access generators)

- 3.1 Subject to the provisions of the Regulation and on such terms and conditions herein agreed, TSTRANSCO and DISCOM agree and undertake to provide

banking services to the banking facility user, as described and arranged in Schedule I hereto, on payment of banking charges, on submission of statutory approvals, clearances, permits as set out in **Schedule-III** of this agreement, and any other applicable charges, as specified by the Commission.

- 3.2 The generating company shall be permitted to “Bank” the energy generated in the project as per the terms & conditions specified by the Commission from time to time.
- 3.3 The generating company is liable to pay banking charges as determined by Commission from time to time.
- 3.4 The banked units cannot be consumed/redeemed in the peak months and also in the peak hours as specified/determined by the Commission in its Open Access Regulations as amended from time to time.
- 3.5 The provisions on banking pertaining to drawl restrictions shall be reviewed by the Commission based on the power supply position of the state.
- 3.6 The unutilized banked energy shall be treated as per Open Access Regulations issued by the Commission from time to time.
- 3.7 The banking services shall be in accordance to the relevant Regulations as amended from time to time.

Article 4: Term of Agreement

- 4.1 This agreement shall be in force from the effective date or from date of synchronization (whichever is later) i.e., xx-xx-xxxx to xx-xx-xxxx.
- 4.2 The parties may renew this agreement for a further term of two years or more without the requirement of a fresh banking application, on receipt of at least three (3) months’ notice from the banking facility user and the nodal agency, before the expiry of the agreement.
- 4.3 It is agreed that in the event no notice is provided by the banking facility user, such banking facility user shall forgo his right over the allotted capacity.

Article 5: Invoice and Payments

- 5.1 For transmission/wheeling and banking services provided to the banking facility user under this agreement, the DISCOM shall charge and bill the banking facility user for all charges as specified in the regulations as applicable and the banking facility user shall pay DISCOM in accordance with the rates/charges specified by the Commission or the nodal agency (in case of congestion) from time to time, on the basis of the settlement statement determined in accordance with the procedures approved by the Commission in its Regulations as amended from time to time. In the event of the usage of the transmission system of TSTRANSCO along with the distribution system of the DISCOM by the banking facility user, the DISCOM shall pass on the appropriate charges to TSTRANSCO within 15 days of the receipt of the charges by the DISCOM, in accordance with relevant Regulations.
- 5.2 Notwithstanding anything contained in Article 5.1 above, in the event the contracted capacity of the banking facility user has been accommodated through a congested corridor of the network, the banking facility user then shall pay charges as provided in the Regulation.

Invoice:

- 5.3 DISCOM shall provide to the banking facility user an invoice based on the following:
- a) Meter reading taken pursuant to Article 7 herein and in accordance with the Open Access Regulations.
 - b) The charges/tariff determined by the Commission from time to time, in accordance with the provisions of the Act, 2003 and applicable regulations.
- 5.4 The periodicity of the invoice will be monthly.

Supplementary Invoice:

- 5.5 Any amount due to TSTRANSCO or DISCOM under this agreement other than the amount set out under the invoice shall be payable within 15 (fifteen) days from the date of presentation of a supplementary invoice to the user.

The supplementary invoice will include, but not be limited to the following:

- a) statutory duties, taxes, cess, levies, royalty, etc.;
 - b) any claim of Government of India, State Government, local authorities, or bodies etc.;
 - c) any other claim admissible under this agreement;
- 5.6 Each monthly invoice shall be payable by banking facility user in accordance with this agreement on or before the due date indicated in such invoice, which will be 15 (fifteen) days from the date of presentation of invoice to the banking facility user.
- 5.7 Payment of invoice and supplementary invoice shall be made on or before the due date either by (a) bank draft or (b) through irrevocable revolving letter of credit, issued by a public sector bank.

Payment Security Mechanism:

- 5.8 The payment security mechanism specified hereunder is intended to ensure recovery of the applicable payments in case of a payment default and not as a mechanism for regular payments.
- 5.9 The banking facility user shall as a payment security, deposit with the DISCOM in advance, in cash or by means of a demand draft issued by a public sector bank, an amount equal to estimated billing based on the appropriate charges, including transmission, wheeling and banking charges and any other applicable charges, as specified under this Agreement, and as determined by the Commission from time to time, and notified in the relevant tariff order or otherwise, and as per the conditions stipulated therein, payable by the user to the DISCOM (invoicing agency) for a period of two months.
- 5.10 The DISCOM shall also be entitled to security from the generating company for the imbalance in supply and consumption of electricity equivalent to the number of days for which the agreement is entered into, subject to a maximum of ten days, the cost of supply for electricity wheeled using the distribution system of

the DISCOM in accordance with the Act, the DISCOM general terms and conditions of supply (GTCS) and this agreement. This security can be provided by the generating company in the form of advance deposit of required amount or by opening an irrevocable letter of credit having validity for a period of 30 days over and above the agreement period.

- 5.11 The LC/BG shall be opened prior to the commencement of banking transaction and shall be valid for the entire duration of the transaction. Failure to provide the LC/BG as mentioned in referred Articles 5.7 & 5.9 herein above shall entail forfeiture of the allotment of capacity and TSTRANSCO/DISCOM shall not be obliged to commence banking services till such LC/BG is opened.
- 5.12 The LC shall be negotiable by the DISCOM, on the basis of the "Schedule of the Payment" and shall be encashed under intimation to the user, as and when the user fails to remit the payment in full by its due date. The user/banking facility user shall promptly replenish the LC within 7 days.
- 5.13 Any failure on the part of the banking facility user to pay all or any portion of an invoice issued by DISCOM, shall constitute a valid ground for TSTRANSCO and/or DISCOM to terminate such transmission, wheeling and/or banking service forthwith on intimation to the user, as also to take such measures as prescribed under this agreement and as per the applicable law.

Article 6: Scheduling and Curtailment

- 6.1 Subject to the regulation, the banking facility user agrees to comply with the procedures for availing transmission, wheeling and banking services in the matter of scheduling as specified by the Commission in the balancing and settlement code or otherwise.
- 6.2 In case of constraints, the TSTRANSCO and/or DISCOM, based on such direction(s) from SLDC, may curtail power to banking facility user in an event of emergency/threatening grid security and stability. The prioritization shall be as specified in the Open Access Regulation.

Article 7: Metering

- 7.1 Subject to the provisions of Section 55 of the Act, the banking facility user undertakes to provide special energy meters capable of measuring active energy, reactive energy, average frequency and demand integration in each 15-minute time block, with a built-in calendar and clock and conforming to BIS/CBIP Technical Report/IEC Standards, as well as the relevant provisions under the Telangana Grid Code and Distribution Code, at all entry and exit points. The metering shall be in terms of Central Electricity Authority Regulations on the subject of metering.
- 7.2 The banking facility user agrees to be responsible for compliance with all statutory and regulatory requirements in relation to the accuracy, use and installation of the metering equipment.
- 7.3 The banking facility user agrees and undertakes to provide any metering information or such other information to TSTRANSCO and DISCOM as may reasonably be required by TSTRANSCO and DISCOM from time to time, in accordance with the guidelines specified by the Commission from time to time.

- 7.4 The concerned TSDISCOMs shall take the meter readings at the entry/exit points and the same shall be signed by the DISCOM/TSTRANSCO as well as the banking facility user.

Article 8: Default

- 8.1 The following shall constitute defaults by parties and the consequences thereof:

Failure of the user to pay an invoice:

- a) In the event of the failure by the banking facility user to pay an invoice or a part thereof, DISCOM shall issue a notice to such banking facility user ("Default Notice"), specifying that the banking facility user has defaulted in its payment obligations towards TSTRANSCO/DISCOM and that it shall be afforded an opportunity to pay the unpaid invoice amount, with interest thereon as per the GTCS , within fifteen days from the date of intimation. If the banking facility user does not comply with the terms of the Default Notice, TSTRANSCO and/or DISCOM shall be entitled to disconnect the installation of the user without any further notice and TSTRANSCO/DISCOM shall have the right to terminate the agreement after three (3) consecutive months of such disconnection by issuing one month's notice to the banking facility user.

Provided that the banking facility user shall not, on the basis of any alleged dispute or difference regarding the invoice or any part thereof, refuse to pay and/or keep outstanding any amount payable under the invoice. In the event of dispute or difference regarding the invoice or any portion thereof, the same shall be resolved in a manner provided under Article 12 herein, subject to the banking facility user first paying the entire outstanding without prejudice to the right of the banking facility user to seek adjustment in future invoice(s), adjusted together with interest at bank rate change, in the event the dispute or difference is finally resolved in favour of the banking facility user.

Failure of the User to adhere to the prescribed technical requirements:

- b) In the event of failure of the banking facility user to comply with any prescribed technical requirements, which adversely affects the power quality or security of the grid, performance or management of grid assets, TSTRANSCO and/or DISCOM shall be entitled to issue appropriate advice to de-energize the connection granted to the banking facility user forthwith, in accordance with the Clause 20 of the Regulation and the procedures outlined in the Telangana Grid Code or Distribution Code or the TSDISCOM's GTCS.

- 8.2 In the event of any other type of breach other than those mentioned in Articles 8.1(a), 8.1(b), 2.6 & 2.7, by any of the parties involved, the following terms will apply:

- a) In the event, TSTRANSCO and/or DISCOMs commits a breach of any terms of agreement, the banking facility user shall be entitled to specific performance of this agreement or claim such damages as it would be entitled to under law or both, at its option, by giving 30 days' notice to TSTRANSCO and/or DISCOMs.
- b) In the event, banking facility user commits a breach of any terms of agreement, the TSTRANSCO and/or DISCOMs shall be entitled to

specific performance of this agreement or claim such damages as it would be entitled to under law or both, at its option, by giving 30 days' notice to banking facility user.

- c) If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this agreement. If the default is not cured within 30 days thereafter, either party can terminate this agreement and claim damages at its option.

8.3 Other defaults or measures.

a) Events of default:

Banking facility user'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 banking facility user.

- i) Repeated overdrawal of power from the grid by captive user(s) in any four consecutive 15-minutes time block.
- ii) Any breach of or default under the terms of this agreement.

b) Charges for infirm power:

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 DISCOM in whose jurisdiction the project is located and shall be paid for by such DISCOM at the applicable rates as determined by the Commission as per the applicable Regulations and orders of the Commission .

Article 9: Assignment

- 9.1 The banking facility user shall not assign, sell, convey or otherwise transfer this agreement, or any of its rights or obligations thereunder, without prior express written consent of the TSTRANSCO and/or TSDISCOMs. In case this agreement is assigned, it shall be only for the purpose of title transfer and not for the purpose of trade. The assignee or other transferee shall assume all duties and obligations arising from and after the time of the consent to transfer by TSTRANSCO and/or DISCOM, but such assignment or transfer shall not release the assigning or transferring banking facility user from its duties and obligations unless specifically provided in the written consent and in the assignment, conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duties and obligations of the assignor unless all the parties specifically agree otherwise.

Article 10: Notices

- 10.1 All notices, billings, payments and other communications shall be given in writing and sent by mail, postage prepaid, signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery as registered post, addressed as follows (or to such other address as shall have been duly notified in accordance with this Article):

If to banking facility user

M/s _____,

_____,
_____,
_____.

If to TSSPDCL

The Chief General Manager (IPC & RAC),
Southern Power Distribution Company of Telangana Limited
6-1-50, Corporate Office, 2nd floor,
Mint Compound, Hyderabad – 500 063.

If to TSNPDCL

The Chief General Manager (IPC & RAC),
Northern Power Distribution Company of Telangana Limited,
H.No.2-5-31/2, Corporate Office, Vidyut Bhavan,
Nakkalgutta, Warangal – 506 001.

- 10.2 All notices given in accordance with this agreement shall be deemed to have been served as follows:
- a) If delivered by hand, at the time of delivery:
 - b) If posted, at the expiration of six (6) days after the envelope containing the same was delivered into the custody of the postal authorities:
 - c) If communicated by facsimile, on receipt of confirmation of successful transmission.

Article 11: Governing Law & Jurisdiction

- 11.1 This agreement and its substantive provisions shall be governed by, interpreted and construed in accordance with the laws of India.
- 11.2 The disputes arising out of this agreement shall be subject to the jurisdiction of the nodal agencies being TSTRANSCO or SLDC as per the regulations in vogue.
- 11.3 If an issue involves the licensee and the generator and such issue is not resolved by the nodal agency, then the Commission is having the jurisdiction, under the Act, 2003.
- 11.4 In all other cases the jurisdiction of the courts in the state of Telangana are having jurisdiction to decide any matter arising from this Agreement.

Article 12: Dispute Resolution

- 12.1 Parties shall settle every dispute between them in accordance with, first, Article 12.2 and then Article 12.3, subject to the limitation set forth in Article 12.4.
- 12.2 Consultation
- a) Notwithstanding anything contained to the contrary in this agreement, parties shall first attempt to settle every dispute amicably between themselves by reference to their senior management who shall consult with each other for a period of thirty (30) days to resolve the

dispute.

- b) Any resolution arising from such consultation process described in Article 12.2 (a) shall be binding upon the parties. To this end, the parties shall separately enter in to a legally binding and enforceable agreement setting forth the principles pertaining to the resolution of the dispute in writing.

12.3 Reference to forum for redressal of consumer grievances

Where any dispute is not resolved as provided for in Article 12.2 within thirty (30) days of reference for consultation, the provisions contained in this Article 12.4 shall apply.

- 12.4 If neither of the disputing parties is the nodal agency, then the dispute would be first referred to the nodal agency for resolution.

Provided, if the dispute involves nodal agency itself, the said dispute may be referred to Forum for Redressal of Consumer Grievances set up under Regulation No.3 of 2015 and its subsequent amendments issued by the Commission for resolution. Any resolution award granted shall be final and binding on the parties and shall be enforceable in the court of competent jurisdiction.

Provided further that in case of wheeling of power from the captive generating plants, any disputes regarding the availability of transmission facility shall be adjudicated upon by the Commission.

Article 13: Force Majeure

- 13.1 Events such as war, mutiny, civil commotion, riot, flood, cyclone, lighting, earthquake or other force and strike, lockout, fire affecting the premises, installations and activities of any of the parties herein shall constitute force majeure events for the purpose of this agreement.
- 13.2 If any person being party to this agreement is unable to, wholly or in part, perform on time and as required, any obligation under such banking agreement or the regulation because of the occurrence of a force majeure event, then, subject to this agreement, that obligation shall be treated as suspended to the extent and for so long as the affected person's ability to perform such obligations remains affected by that force majeure event.
- 13.3 During the period in which force majeure conditions prevail, DISCOM 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 banking facility user on account of wheeling and/or banking of electricity not being performed during the period.

Article 14: Undertakings

- 14.1 Quality of Supply:

The TSTRANSCO and DISCOM shall endeavor to ensure compliance with grid code wherever applicable. The DISCOM shall also comply with the quality of supply standards as prescribed under the Commission's Licensees' Standards of Performance Regulation, in respect of all banking facility users of its network.

14.2 Energy and Demand Balancing:

Banking facility user shall make reasonable endeavor to ensure that his actual demand or actual sent out capacity, as the case may be, at an inter-connection does not exceed the Contracted Maximum Demand or allocated sent out capacity for that inter-connection:

Provided that for carrying out balancing and settlement of energy and demand at all entry and exit points relating to banking agreements, the TSTRANSCO and DISCOM and banking facility users shall strictly adhere to the balancing and settlement code approved by the Commission, as amended from time to time.

Article 15: Modification

15.1 Amendments

The provisions under the Act, 2003, open access regulations, rules and amendments made there under, including, charges, etc., shall guide this agreement. The parties hereby unconditionally consent to execute necessary amendments to this agreement to bring into effect any amendments to the Act, 2003, rules and regulations made there under.

15.2 No waiver

- a) The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- b) No oral or written modification of this agreement either or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the banking facility user, TSTRANSCO and the DISCOM.
- c) The invalidity or un-enforceability for any reason of any provision of this agreement shall not prejudice or affect the validity or enforceability of any other provision of this agreement.
- d) The failure of any party to insist in one more instance upon the strict performance of any of the provisions of this agreement or to take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.

15.3 Entirety of Agreement

- a) Unless the context otherwise requires, every arrangement, procedure or any other matter which is under any of the provisions of this agreement required to be mutually agreed upon between the parties shall be concluded by a written agreement between the parties not later than the date specified in the concerned clause of this agreement.
- b) This agreement, including appendices (Schedule I, II & III) attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind express or implied, not set forth herein.

- c) The headings contained herein are included solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this agreement.

15.4 The parties each agree to act in good faith in implementing the terms and conditions of this agreement and in carrying out their respective obligations hereunder.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on date above first herein written.

for and on behalf of Applicant	for and on behalf of TSDISCOM
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Witness by	Witness by
1)	1)
2)	2)

SCHEDULE-I

(Please see Article 2.6 of Agreement)

Banking facility usage shall be from xx-xx-xxxx (from date of synchronization or effective date whichever is later) to xx-xx-xxxx in the manner as per approval No. _____, dt: _____ and as follows:

Details	Generator (Entry Point)	Captive Consumer (Exit Point)
Name		
Type of Plant		
Location		
Region		
Capacity of Plant (kW/MW/kVA) (Generator)		
Banking Approved Capacity (kW)(Consumer)		
Voltage Level (kV)		
CMD with Discom		
Connected Sub- Station		
HT Service Number		

Note: The date of completion of the usage mentioned above shall be subject to provision of Articles 3.3 and 3.4 of the agreement.

SCHEDULE-II

(Please see Articles 5.7 & 5.9 of Agreement)

Terms for Letter of Credit

1. The Letter of Credit is irrevocable, revolving and shall revolve automatically immediately after release of payment to the DISCOM (invoicing agency) as per the payment schedule through this LC up to a limit of Rs. _____/-.
2. The Letter of Credit will be operated after the expiry of the due date of payment as indicated in the "Schedule of Payments" enclosed with the approval issued to the open access user by the TSTRANSCO/SLDC (nodal agency).
3. The Letter of Credit shall remain valid up to _____ i.e., (up to one month after the expiry of transaction).
4. The total value of the Letter of Credit would be Rs _____/-.
5. All charges relating to opening, advising, confirmation, amendment, recoupment, operation, usage, negotiation, remittance etc., or any other charges would be borne by banking facility user.
6. The amount would be paid immediately and unconditionally by the bank once Letter of Credit is operated/demand by the authorized officer of the DISCOM (invoicing agency).

SCHEDULE-III

Permits, Clearances and Approvals

1. G O/TSREDCO/NREDCAP approval for establishment of generating plant.
2. Evacuation approval for evacuation of power from the generating plant to the substation of DISCOM.
3. Synchronization approval and commissioning report from DISCOM.
4. Approval of the Electrical Inspectorate, Government of Telangana for commissioning of the project and the transmission line for evacuation of power from the project to the injection point/substation.
5. Approvals required under any law for the time being in force.
6. The copy of the application for grant of banking facility.
7. The copy of the approval issued by the TSTRANSCO/SLDC (nodal agency) for banking facility indicating:
 - a) reserved/allotted capacity for the banking facility user.
 - b) period of transmission.
 - c) schedule of payments.
 - d) specimen signature of the officer of the DISCOM (invoicing agency) authorized to operate the Letter of Credit.

OPEN ACCESS AGREEMENT (LONG TERM/MEDIUM TERM/SHORT TERM)

THIS OPEN ACCESS AGREEMENT is entered into as of this _____ day of _____ 20__.

BETWEEN:

TRANSMISSION CORPORATION OF TELANGANA, (STU) is a Transmission Licensee and a company organized and existing under the laws of India with its registered office at _____ (hereinafter referred to as "TSTRANSCO" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) represented by Chief Engineer _____, TSTRANSCO; as the party of the first part.

<Name of Intra-state Transmission Licensee (other than STU)>- , a transmission licensee, company organized and existing under the laws of India with its registered office at _____, represented by -----;

[Name of the Discom] a company organized and existing under the laws of India with its registered office at _____ (hereinafter referred to as "TSDISCOM" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), to whom the Consumer (i.e, the drawal point) is connected and represented by Chief General Manager -----), TSDISCOM; as party of the second part:

[Name of the Discom] a company organized and existing under the laws of India with its registered office at _____ (hereinafter referred to as "TSDISCOM" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), to whom the Generator (injection point) is connected and represented by Chief General Manager -----) TSDISCOM ;

AND

----- a consumer having his premises located at -----/ _____, a company incorporated and existing under the laws of _____ having its principal office at _____ (hereinafter referred to as "Open Access User" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) as party of the third part:(Collectively referred to as "parties")

WHEREAS:

TSTRANSCO is a Transmission Licensee, pursuant to grant of license by the Telangana State Electricity Regulatory Commission, is engaged in the business of transmission of electricity in the State of Telangana:

TSDISCOM, pursuant to grant of license by the Telangana State Electricity Regulatory Commission, is engaged in the business of distribution of electricity in the State of Telangana, for the areas specified in the license for distribution:

Open Access User is a generating company/consumer engaged in the business of _____ and is desirous of availing the Transmission and Wheeling Services offered by TSTRANSCO and TSDISCOM for a period of _____.

The Open Access User had filed an application dated _____ with the Nodal Agency for grant of Open Access for a contracted capacity of ----- kW/MW and the

same has been granted by nodal agency vide Lr.no

. , in the manner provided under the
Telangana State Electricity Regulatory Commission (Terms and Conditions of Open
Access) Regulation, which shall form part of this agreement.

Now, therefore, in consideration of the foregoing premises and their mutual
covenants set forth herein and subject to the Regulation, the parties hereto agree as
follows:

Article 1: DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Act" means the Electricity Act, 2003;
- (b) "Grid Code" means the Telangana State Electricity Regulatory Commission (State Electricity Grid Code) Regulation, 2018 for the State of Telangana (Regulation No.4 of 2018) as amended from time to time;
- (c) "Commission" means the Telangana State Electricity Regulatory Commission;
- (d) "Central Electricity Regulatory Commission" or "CERC" means the Commission constituted and empowered under Section 76(1) and other applicable provisions of the Act;
- (e) "Contracted Capacity" in the context of open access for supply to consumers means the capacity contracted in megawatts (MW) or kilowatts (kW) or kilovolt ampere (kVA) for transmission and/or wheeling to a consumer under open access;
- (f) "Distribution Code" means the Distribution Code for the State of Telangana as approved by the Commission from time to time;
- (g) "Effective date" shall mean the date upon which the Parties execute this Agreement;
- (h) "Entry Point" means a point at which electricity is injected into the electricity transmission network or the electricity distribution network;
- (i) "Exit Point" means a point at which electricity is drawn from the electricity transmission network or the electricity distribution network;
- (j) "**Green Energy**" means the electrical energy from renewable sources including Hydro and Storage (if the storage uses Renewable Energy) or any other technology as may be notified by Government of India from time to time and also include any mechanism that that uses green energy to replace Fossil fuels including production of Green Hydrogen or Green Ammonia as per provision of clause –G of sub-rule-(2) of rule(4) ;
- (k) "**Green Energy Open Access**" means providing open access to the consumers of Green Energy as prescribed in Rule 5 of Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2022;
- (l) "**Green Energy Open Access Consumer**" means the open access consumer for the amount of Green Energy that is being drawn through open access;

- (m) “ **Green Open Access (OA) Rules**” means Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2022 and its subsequent amendments;
- (n) “Invoice” means the main Invoice and Supplemental Invoice as defined in Article 5 of this Agreement;
- (o) “Inter-State transmission system” means Inter-state transmission system as defined in the Act;
- (p) “Nodal Agency” means the Nodal Agency as defined in the Clause 5 of the Regulation;
- (q) “Regulation” means the Telangana State Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation;
- (r) “Partial Open Access Consumer”: means an Open Access Consumer who maintains some demand with the Distribution Licensee in whose area of supply he is located in order to cater to his load requirement;
- (s) “Transmission Service” shall mean provision, supply or conveyance of electricity by means of cables and/or overhead lines, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works and such other related services as may be provided by TSTRANSCO from time to time;
- (t) “User” or “Open Access User” means a person, as defined in the Regulation, using or intending to use the transmission system and/or the distribution system of the licensees in the State for receiving supply of electricity from a person other than the distribution licensee of his area of supply, and the expression includes a generating company and licensee also includes the Green Energy Open Access consumer;
- (u) “Wheeling Service” means the operations whereby the distribution system of TSDISCOM along with the associated facilities of a transmission licensee or otherwise as the case may be, are used by another person for conveyance of electricity on payment of charges determined by the Commission from time to time.

1.2 Words and expressions used and not defined in this Agreement but defined in the Act shall have the meanings as assigned to them in the Act, and in the absence thereof, shall have the same meaning as commonly understood in the electricity supply industry

Article 2: PROCEDURE FOR AVAILING TRANSMISSION AND WHEELING SERVICES

- 2.1 Prior to receiving Transmission and Wheeling Service from TSTRANSCO and/or TSDISCOM, the Open Access User agrees and undertakes to follow and comply with the procedures for availing Transmission and Wheeling Services provided in the Regulation and/or specified by the Nodal Agency as empowered and authorised under the Act or the Regulations thereunder.
- 2.2 The Open Access User including the Green Energy Open Access Consumer further agrees and undertakes inter alia, to comply with:

- (a) The technical requirements and infrastructure/equipment standards prescribed by TSTRANSCO and TSDISCOM, including applicable provisions of the Grid Code, the Distribution Code and any other applicable guidelines, as may be specified by the Commission from time to time and as may be necessary in order to entitle the Open Access User to avail Transmission and Wheeling Services.
- (b) The Open Access User shall share and pay, as per the applicability, all the transmission charges, wheeling charges, cross subsidy surcharge, Additional surcharge, Standby charges, SLDC charges, Deviation charges and any other charges stipulated by the TSERC in addition to the charges payable for the Inter-State Open Access availed, if any, by them at the rates specified by the CERC including charges for inter-regional links and system strengthening scheme and any addition thereof.
- (b) Such payment security mechanism/instrument for availing Transmission and Wheeling Services as prescribed under Article 5 of this Agreement and as modified from time to time.
- (c) Any other technical, or operational criteria prescribed by TSTRANSCO and /or TSDISCOM as approved by the Commission from time to time.
- (d) Any requirement to furnish evidence to the effect that the Open Access User has the requisite approvals and clearances from the Nodal Agency or otherwise, that are necessary to avail Transmission and Wheeling Services.
- (e) In case the Open Access User is a generator located within the State of Telangana, the Open Access User may avail start-up power, for which it shall enter into a separate agreement with the concerned TSDISCOM.
- (f) The Open Access User shall ensure that the Open Access Consumers maintain a Power Factor not less than 0.95 lag failing which the Open Access Consumer shall pay a Power Factor Surcharge levied in the monthly bills as per TSDISCOM's rules in force and recover from the Open Access Consumers. In respect of Partial Open Access consumers, the bill will be rendered by the TSDISCOM to them and charges shall be collected. Similarly, Open Access User shall also maintain Power Factor of the Electricity delivered for transmitting /wheeling at 0.9 as per the reading taken from export meters at Interconnection Point, failing which the Open Access User shall pay Power factor surcharge as applicable to the Open Access Consumer.
- (g) The TSDISCOM shall not be obligated to disconnect the supply of power to any of the partial open access Consumers for any failure on their part to comply with the terms and conditions of any agreements between the Open Access User and partial open access Consumers. In respect of Open Access Consumers, the Open Access User would initiate necessary action as per the terms of agreement between them, without any reference to TSTRANSCO/TSDISCOM. Notwithstanding the above, the Open Access User shall be responsible for payment obligations as provided in this Agreement for the Contracted Capacity.

Subject to conditions specified in the Regulation, the Open Access User agrees not to transfer his contracted capacity to any other customer or User.

- 2.3 Notwithstanding anything contained herein, in the event the TSTRANSCO and/or TSDISCOM is required to construct or augment any electrical plant or line in order to extend Transmission and Wheeling Services to the Open Access User, TSTRANSCO and/or TSDISCOM may recover such expenditure in terms of Regulations/Orders issued by the Commission in this behalf from time to time.
- 2.4 In case of utilization of inter-state transmission system in addition to the intrastate transmission system and/or distribution system by the Open Access User, it agrees to pay the inter-state transmission charges and/or wheeling charges, as approved by CERC from time to time in addition to transmission charges and/or wheeling charges payable for the use of intra-state system as approved by the Commission.
- 2.5 Scheduling and system operation charges (also called as SLDC charges) shall be payable by the Open Access User/Generators and Licensees using the services of SLDC. Such charges shall be governed by the relevant regulations or orders issued by the Commission from time to time.
- 2.6 The Open Access User shall pay the charges payable under this Agreement from the date of Commencement of open access specified in the Schedule I, regardless of whether or not such open access is used on and from that date, except if the failure to use such open access is due to the default of the TSTRANSCO and/ or TSDISCOM.
- 2.7 In the event of Open Access User's surrender of whole or part of contracted capacity, or reduction/cancellation of the capacity allotted to the User as per clause 30 of the Regulation, the Open Access User shall pay all charges, including compensatory charges in the manner specified in the Regulation.

Article 3: TRANSMISSION AND WHEELING SERVICES

- 3.1 Subject to the provisions of the Regulation and on such terms and conditions herein agreed, TSTRANSCO and TSDISCOM agree and undertake to provide Transmission and Wheeling Services to the Open Access User, as described and arranged in Schedule I hereto, on payment of transmission and wheeling charges, and any other applicable charges, as specified by the Commission.
- 3.2 The criteria for allotment of capacity shall be as specified in clause 10 of the Regulation. In case of insufficient spare capacity/congestion the allocations shall be done as per Regulation.
- 3.3 In the event the Open Access User expects to underutilize the capacity contracted under open access, the Open Access User may surrender a part of the capacity as specified in the Regulation.
- 3.4 In the event of underutilization of the capacity contracted by the Open Access User, which, if made available, could be used to meet requirements of other applicant(s), the State Transmission Utility (TSTRANSCO)/State Load Despatch Centre (TSSLDC) in its capacity as the Nodal Agency, on the advice of TSTRANSCO and/or on the advice of TSDISCOM may consider

reduction or cancellation of the capacity allocated to the Open Access User notwithstanding the Article 15 of this agreement:

Provided that the TSTRANSCO/TSDISCOM shall not undertake such action approach Nodal Agency for such reduction/cancellation of the capacity allocated without first issuing a notice in writing of at least 15 days, in advance to the concerned Open Access User, to enable the concerned Open Access User to file his objections if any.

Article 4: TERM OF AGREEMENT

- 4.1 This Agreement shall be in force from the effective date up to _____subject to modification as per Article 3.3 and 3.4 herein.
- 4.2 In case of Medium/Long Term Open Access Agreement, the parties may renew this Agreement for a further term of two years or more without the requirement of a fresh open access application, on receipt of at least three (3) months' notice from the Open Access User and the Nodal Agency, before the expiry of the Agreement.
- 4.3 It is agreed that in the event no notice is provided by the Open Access User, such Open Access User shall forgo his right over the allotted capacity.
- 4.4 The User LTOA/MTOA availing open access for one (1) full year shall have the flexibility to change entry and/or exit points twice a year subject to the provisions of the Regulation.
- 4.5 In case of Short Term Open Access Agreement, It is agreed and understood that this Agreement cannot be extended. In the event the Open Access User desires to avail Transmission and Wheeling Services after expiry of this Agreement, the Open Access User shall apply afresh to the Nodal Agency for grant of Open Access, in the manner specified in the Regulation.
- 4.6 The Distribution Licensee may allow a Short-term Open Access Consumer to change the point of injection in the event of any contingency arising from outage of generation or its associated network, provided it is technically feasible and any additional expense required to be incurred by the Distribution Licensee on account of such change shall be borne by the Consumer.

Article 5: INVOICE AND PAYMENTS

- 5.1 For Transmission and Wheeling Services provided to the Open Access User under this Agreement, the TSDISCOM will charge and bill the Open Access User for all charges as specified in clause 18 of the regulation as applicable and the Open Access User will pay TSDISCOM in accordance with the rates /charges specified by the Commission or the Nodal Agency (in case of congestion) from time to time, on the basis of the settlement statement determined in accordance with the procedure approved by the Commission in the Regulation and as amended from time to time. In the event of the usage of the transmission system of TSTRANSCO along with the distribution system of the TSDISCOM by the Open Access User, the TSDISCOM shall pass on the

appropriate charges to TSTRANSCO within 15 days of the receipt of the charges by the TSDISCOM, in accordance with the Regulation.

- 5.2 Notwithstanding anything contained in Article 5.1 above, in the event the contracted capacity of the Open Access User has been accommodated through a congested corridor of the network, the Open Access User then will pay charges as provided in the Regulation.

Invoice:

- 5.3 TSDISCOM shall provide to the Open Access User an Invoice based on the following:
- (a) Meter reading taken pursuant to Article 7 herein and in accordance with the Regulation.
 - (b) The charges/tariff determined by the Commission or the Nodal Agency (in case of congestion) as the case may be from time to time, in accordance with the provisions of the Act and applicable regulations.
- 5.4 The periodicity of the invoice will be monthly, when the open access sought by the User is for a period equal or more than a month. For all other open access transactions for periods less than a month the invoice shall be presented within two (2) working days from the date of completion of the transaction, which shall be adjustable against the advance paid.

Supplementary Invoice:

- 5.5 Any amount due to TSTRANSCO or TSDISCOM under this Agreement other than the amount set out under the Invoice shall be payable within 15 (fifteen) days from the date of presentation of a Supplementary Invoice to the User.
- The Supplementary Invoice will include, but not be limited to the following:
- (a) Statutory duties, taxes, cess, levies, royalty, etc;
 - (b) Any claim of Government of India, State Government, local authorities, or bodies etc;
 - (c) Any other claim admissible under this agreement;
- 5.6 Each monthly Invoice shall be payable by Open Access User in accordance with this Agreement on or before the due date indicated in such invoice, which will be 15 (fifteen) days from the date of presentation of Invoice to the Open Access User:
- Provided that for all such open access transaction for periods of less than a month the due date shall be seven (7) days from the date of presentation of the invoice to the open access User.
- 5.7 Payment of Invoice and Supplementary Invoice shall be made on or before the due date either by (a) bank draft or (b) through irrevocable revolving letter of credit, issued by a public sector bank.

Payment Security Mechanism:

- 5.8 The Payment Security Mechanism specified hereunder is intended to ensure recovery of the applicable payments in case of a payment default and not as a mechanism for regular payments.

The Open Access User shall as a payment security, deposit with the TSDISCOM in advance, in cash or by means of a demand draft issued by a scheduled Bank, an amount equal to estimated billing based on the appropriate charges, including transmission and wheeling charges and any other applicable charges, as specified under this Agreement, and as determined by the Commission from time to time, and notified in the relevant Tariff Order or otherwise, and as per the conditions stipulated therein, payable by the User to the TSDISCOM (invoicing agency) for the contracted period, subject to a maximum of such charges for a period of two (2) months.

- 5.9 The TSDISCOM shall also be entitled to security from the Open Access Consumer/Generating Company for the imbalance in supply and consumption of electricity equivalent to the number of days for which the agreement is entered into, subject to a maximum of ten days, the cost of supply for electricity wheeled using the distribution system of the TSDISCOM in accordance with the Act, the TSDISCOM's General Terms and Conditions of Supply and this agreement. This security can be provided by the Open Access Consumer/Generating Company in the form of advance deposit of required amount or by opening an irrevocable Letter of Credit having validity for the agreement period;

Provided that such security shall be for enabling the TSDISCOM to give supply of electricity to consumers of such Open Access Generator in the event of unforeseen disruption or termination of supply by such Open Access Generators on account of bankruptcy, insolvency or for any other reason.

Provided further that in the event of unforeseen disruption or termination of supply by the Open Access Generator, the TSDISCOM shall arrange to continue supply to consumers of such Open Access Generator until such time security is exhausted or alternative arrangements for supply have been entered into, whichever is earlier.

Also provided, in the event that the energy was injected in to the Transmission/Distribution network by the OA Generator, but could not be delivered to the scheduled/OA consumer due to network breakdown and was consumed by the distribution licensee, in whose area the breakdown has occurred, shall pay to the OA Generator/Consumer the equivalent energy charges at the rate of its, Pooled Cost of Power Purchase determined by the Commission every year.

The LC shall be opened prior to the commencement of open access transaction and shall be valid for the entire duration of the transaction. Failure to provide the LC as mentioned in referred Articles 5.7 & 5.9 herein above shall entail forfeiture of the allotment of capacity and TSTRANSCO/TSDISCOM shall not be obliged to commence wheeling services till such LC is opened.

The LC shall be negotiated by the TSDISCOM, on the basis of the "Schedule of the Payment" and shall be enclosed with the approval of the customer to

operate the LC, as and when the customer fails to remit the payment in full by its due date.

- 5.10 Any failure on the part of the Open Access User to pay all or any portion of an Invoice issued by TSDISCOM, shall constitute a valid ground for TSTRANSCO and/or TSDISCOM to terminate such Transmission and/or Wheeling Service forthwith, as also to take such measures as prescribed under this Agreement or law applicable.

Article 6: SCHEDULING AND CURTAILMENT

- 6.1 Subject to the Regulation, the Open Access User agrees to comply with the procedures for availing Transmission and Wheeling Services in the matter of scheduling as specified by the Commission in the Regulations or otherwise.
- 6.2 In case of constraints, the TSTRANSCO and/or TSDISCOM, based on such direction(s) from SLDC, may curtail power to Open Access User in an event of emergency/threatening grid security and stability. The prioritization shall be as specified in the Regulation.

Article 7: METERING

- 7.1 Subject to the provisions of Section 55 of the Act, the Open Access User undertakes to provide special energy meters capable of measuring active energy, reactive energy, average frequency and demand integration in each 15 minute time block, with a built in calendar and clock and conforming to BIS/CBIP Technical Report/IEC Standards, as well as the relevant provisions under the CEA Metering Regulations, Grid Code and Distribution Code, at all entry and exit points
- 7.2 The Open Access User agrees to be responsible for compliance with all statutory and regulatory requirements in relation to the accuracy, use and installation of the metering equipment.
- 7.3 The Open Access User agrees and undertakes to provide any metering information or such other information to TSTRANSCO and TSDISCOM as may reasonably be required by TSTRANSCO and TSDISCOM from time to time, in accordance with the guidelines specified by the Commission from time to time.
- 7.4 The concerned TSDISCOM and/or TSTRANSCO shall take the meter readings at the entry/exit points and the same shall be signed by the TSDISCOM/TSTRANSCO as well as the Open Access User.

Article 8: DEFAULT

- 8.1 The following shall constitute defaults by Parties and the consequences thereof:

Failure of the Open Access User to pay an Invoice:

- (a) In the event of the failure by the Open Access User to pay an Invoice or a part thereof, TSDISCOM shall issue a notice to such Open Access User ("Default Notice"), specifying that the Open Access User has defaulted in its payment obligations towards TSTRANSCO/TSDISCOM and that it shall be afforded an opportunity to pay the unpaid Invoice amount, with interest thereon as per the TSDISCOM's General Terms

and Conditions of Supply, within fifteen days from the date of intimation. If the Open Access User does not comply with the terms of the Default Notice, TSTRANSCO and/or TSDISCOM shall be entitled to disconnect the installation of the User without further notice and TSTRANSCO/TSDISCOM shall have the right to terminate the Agreement after three (3) consecutive months of such disconnection by issuing one month's notice to the Open Access User.

Provided that the Open Access User shall not, on the basis of any alleged dispute or difference regarding the Invoice or any part thereof, refuse to pay and/or keep outstanding any amount payable under the Invoice. In the event of dispute or difference regarding the Invoice or any portion thereof, the same shall be resolved in a manner provided under Article 12 herein, subject to the Open Access User first paying the entire outstanding without prejudice to the right of the Open Access User to seek adjustment in future Invoice(s), adjusted together with interest and bank rate change, in the event the dispute or difference is finally resolved in favour of the Open Access User.

Failure of the User to adhere to the prescribed technical requirements:

(b) In the event of failure of the Open Access User to comply with any prescribed technical requirements, which adversely affects the power quality or security of the grid, performance or management of grid assets, TSTRANSCO and/or TSDISCOM shall be entitled to issue appropriate advice to de-energise the connection granted to the Open Access User forthwith, in accordance with the Regulation and the procedures outlined in the Grid Code or Distribution Code or the TSDISCOM's General Terms and Conditions of Supply.

8.2 In the event of any other type of breach other than those mentioned in Articles 8.1(a), 8.1(b), 2.6 & 2.7, by any of the parties involved, the following terms will apply:

(a) In the event, TSTRANSCO and/or TSDISCOM commits a breach of any terms of Agreement, the Open Access User shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, at its option, by giving 30 days' notice to TSTRANSCO.

(b) In the event, Open Access User commits a breach of any terms of Agreement, the TSTRANSCO and/or TSDISCOM shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, as its option, by giving 30 days' notice to Open Access User.

(c) If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and claim damages at its option.

Article 9: ASSIGNMENT

9.1 The Open Access User shall not assign, sell, convey or otherwise transfer this Agreement, or any of its rights or obligations thereunder, without prior express written consent of the TSTRANSCO and/or TSDISCOM. In case this

agreement is assigned, it shall be only for the purpose of title transfer and not for the purpose of trade. The assignee or other transferee shall assume all duties and obligations arising from and after the time of the consent to transfer by TSTRANSCO and/or TSDISCOM, but such assignment or transfer shall not release the assigning or transferring Open Access User from its duties and obligations unless specifically provided in the written consent and in the assignment, conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duties and obligations of the assignor unless all the Parties specifically agree otherwise.

Article 10: NOTICES

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

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

If to the User:

If to TSTRANSCO

If to TSDISCOM

Article 11: GOVERNING LAW & JURISDICTION

- 11.1 This Agreement and its substantive provisions shall be governed by, interpreted and construed in accordance with the laws of India.
- 11.2 The Courts situated in the State of Telangana alone will have jurisdiction to decide any matter arising from this Agreement.

Article 12: DISPUTE RESOLUTION

- 12.1 Parties shall settle every Dispute between them in accordance with, first, Article 12.2 and then Article 12.3, subject to the limitation set forth in Article 12.4.
- 12.2 Consultation: Notwithstanding anything contained to the contrary in this Agreement, Parties shall first attempt to settle every Dispute amicably between themselves by reference to their senior management who shall consult with each other for a period of thirty (30) Days to resolve the Dispute.

Any resolution arising from such consultation process described in Article 12.2 shall be binding upon the Parties. To this end, the Parties shall separately enter in to a legally binding and enforceable agreement setting forth the principles pertaining to the resolution of the Dispute in writing.

12.3 Reference to forum for redressal of consumer grievances: Where any Dispute is not resolved as provided for in Article 12.2 within thirty (30) days of reference for consultation, the provisions contained in this Article 12.4 shall apply.

12.4 If neither of the disputing parties is the Nodal Agency, then the dispute would be first referred to the Nodal Agency for resolution:

Provided, if the dispute involves Nodal Agency itself, the said dispute may be referred to Forum for Redressal of Consumer Grievances set up under the Regulation issued by the for resolution. Any resolution award granted shall be final and binding on the Parties and shall be enforceable in the court of competent jurisdiction:

Provided further that in case of wheeling of power from the captive generating plants, any disputes regarding the availability of transmission facility shall be adjudicated upon by the Commission.

Article 13: FORCE MAJEURE

13.1 Force Majeure herein is defined as any clause which is beyond the control of the parties, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

(a) Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;

(b) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;

(c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant, distribution system of distribution licensee, intra- State transmission system of the party or intra-State transmission licensee other than the party, industrial or commercial establishment of captive user or open access consumer, or any facility or system that is integral to and substantial for the performance of this agreement.

(d) any event or circumstances of a nature analogues to any events set forth above within India.

Provided either party shall, within two (2) months from the occurrence of such a Force Majeure event, notify the other in writing of such cause(s).

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

Article 14: UNDERTAKINGS

- 14.1 Quality of Supply: The TSTRANSCO and TSDISCOM shall endeavor to ensure compliance with Grid Code wherever applicable. The TSDISCOM shall also comply with the quality of supply standards as prescribed under the Telangana State Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2016 (No.05 of 2016) and its subsequent amendments in respect of all Open Access Users of its network.
- 14.2 Energy and Demand Balancing: Open Access User shall make reasonable endeavor to ensure that his actual demand or actual sent-out capacity, as the case may be, at an inter-connection does not exceed the Contracted Maximum Demand or allocated sent-out capacity for that inter-connection:
- Provided that for carrying out balancing and settlement of energy and demand at all entry and exit points relating to open access agreements, the TSTRANSCO and TSDISCOM and Open Access Users shall strictly adhere to the procedure approved by the Commission in the Regulation and subsequent amendments.

Article 15: MODIFICATION

- 15.1 Amendments: The provisions under the Act, Open Access Regulations, rules and amendments made there under, including, charges, etc shall guide this Agreement. The Parties hereby unconditionally consent to execute necessary amendments to this Agreement to bring into effect any amendments to the Act, rules and regulations made there under.
- 15.2 No waiver: The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- No oral or written modification of this Agreement either or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorised representatives of the Open Access User, TSTRANSCO and the TSDISCOM.
- The invalidity or un-enforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.
- The failure of any party to insist in one more instance upon the strict performance of any of the provisions of this Agreement or to take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect
- 15.3 Entirety of Agreement Unless the context otherwise requires, every arrangement, procedure or any other matter which is under any of the provisions of this Agreement required to be mutually agreed upon between the parties shall be concluded by a written Agreement between the parties not later than the date specified in the concerned clause of this Agreement.

This Agreement, including Appendices () attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind express or implied, not set forth herein.

The headings contained herein are include solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this Agreement.

15.4 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the day first above written.

Open Access User	TSTRANSCO	TSDISCOM
By:	By:	By:
Name:	Name:	Name:
Title:	Title:	Title:
Date:	Date:	Date:
Witness	Witness	Witness

SCHEDULE-I

(Please see Article 2.7 of Agreement)

Long term/Medium term /Short term Open Access usage shall be from _____ to _____ in the manner as follows:

Entry Point (Injection Utility)

Name:

Location:

Region:

Contracted Capacity (kW/MW/kVA):

Voltage Level (kV):

Exit Point (Drawee Utility (ies))

Name:

Location:

Region:

Service connection numbers (in case of consumers of distribution licensee):

Note:- The date of completion of the usage mentioned above shall be subject to provision of Articles 3.3 and 3.4 of the agreement.

SCHEDULE-II

(Please see Articles 5.7 & 5.9 of Agreement)

Terms for Letter of Credit

1. The Letter of Credit is irrevocable, revolving and shall revolve automatically immediately after release of payment to the TSDISCOM (Invoicing Agency) as per the payment schedule through this LC up to a limit of Rs. _____.
2. The Letter of Credit will be operated after the expiry of the due date of payment as indicated in the "Schedule of Payments" enclosed with the approval issued to the Open Access User by the TSTRANSCO/SLDC (Nodal Agency).
3. The Letter of Credit shall remain valid up to _____ i.e., (Up to one month after the expiry of transaction).
4. The total value of the letter of credit would be Rs. _____.
5. All charges relating to opening, advising, confirmation, amendment, recoupment, operation, usage, negotiation, remittance etc., or any other charges would be borne by Open Access User.
6. The amount would be paid immediately by the Bank once Letter of Credit is operated by the authorized officer of the TSDISCOM (Invoicing Agency).

List of Documents:

1. *The copy of the application for grant of Open Access User.*
2. *The copy of the approval issued by the TSTRANSCO/SLDC (Nodal Agency) for Open Access indicating:*
 - a. *Reserved/Allotted capacity for the Open Access User;*
 - b. *Period of Transmission;*
 - c. *Schedule of Payments;*
3. *Specimen Signature of the Officer of the TSDISCOM (Invoicing Agency) authorized to operate the Letter of Credit.*