

**OPEN ACCESS AGREEMENT (SHORT TERM)**

THIS OPEN ACCESS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

**BETWEEN:**

**TRANSMISSION CORPORATION OF TELANGANA**, 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 (Planning, Power Systems & IT), TSTRANSCO as the party of the first 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), represented by Chief General Manager (Commercial), TSDISCOM as party of the second part:

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<sup>1</sup>”)

**WHEREAS:**

TSTRANSCO, pursuant to grant of license by the Andhra Pradesh 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 Andhra Pradesh 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 \_\_\_\_\_.

<sup>1</sup> In case there are more than the three parties, the agreement shall be suitably modified to include all the parties.

The Open Access User had filed an application (bearing Application dated \_\_\_\_\_) with the Nodal Agency for grant of Open Access for a contracted capacity of ----- kW/MW and the same has been accepted, in the manner provided under the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005); 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. In this Agreement, unless the context otherwise requires:
  - (a) “Act” means the Electricity Act, 2003:
  - (b) “AP Grid Code” means the Code of Technical Interface of Telangana, as approved by the Commission and amended from time to time:
  - (c) “Commission” means the Andhra Pradesh 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 kilo volt 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) “Invoice” means the main Invoice and Supplemental Invoice as defined in Article 5 of this Agreement:
  - (k) “Inter-State transmission system” means Inter-state transmission system as defined in the Act.

- (l) “Nodal Agency” means the Nodal Agency as defined in the Clause 5 of the Regulation:
- (m) “Regulation” means the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005)
- (n) “Scheduled Consumer”: Means the consumer of the Open Access User who also has a subsisting agreement with the TSDISCOM for supply to meet a part of his requirement.
- (o) “Transmission Services” 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.
- (p) “User” or “Open Access User” means a person, other than a long-term User, 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.
- (q) “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.

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 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 AP 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) 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 Scheduled Consumers the bill will be rendered by the TSDISCOM to them and charges 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 Scheduled Consumers for any failure on their part to comply with the terms and conditions of any agreements between the Open Access User and Scheduled 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.

- 2.3 Subject to conditions specified in the Regulation, the Open Access User agrees not to transfer his contracted capacity to any other customer or User.
- 2.4 In case of utilization of inter-state transmission system in addition to the intra-state 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 15.1 or 15.2 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 the Clause 9 of the Regulation. In case of insufficient spare capacity / congestion the allocations shall be done as per Clause 9.3.2 of the 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

subject, however, to an advance notice of 15 days, along with an explanation for such underutilization.

- 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 load dispatch centre in its capacity as the Nodal Agency, on the advice of TSTRANSCO and / or 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 for 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 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.
- 4.3 A short-term User availing open access for one full year shall have flexibility to change entry and / or exit points twice, subject to feasibility.

#### **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 17 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 Balancing and Settlement Code approved by the Commission 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 Clause 18 of 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 Clause 9.3.2 of 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 Clauses 18.5 and 18.6 of the Regulation and the Balancing and Settlement Code.
  - (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 to or more than a month. For all other open access transactions for periods less than a month, the invoice shall be presented within 2 (two) 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 transactions for periods of less than a month the due date shall be 7 (seven) 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 two 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 Balancing and Settlement Code 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 Clause 19.5 of 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 AP 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 Clause 20 of the Regulation and the procedures outlined in the AP 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**

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 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 the User:

\_\_\_\_\_  
\_\_\_\_\_

If to TSTRANSCO

\_\_\_\_\_  
\_\_\_\_\_

If to TSDISCOM

\_\_\_\_\_  
\_\_\_\_\_

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 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 Regulation No.1 of 2004 by APERC, 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 open access 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.

### **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 Andhra Pradesh Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2004 (No. 7 of 2004) 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 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, 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.

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:

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<sup>2</sup> In case there are more than the three parties, the agreement shall be suitably modified to include all the parties..



SCHEDULE – I

(Please see Article 2.6 of Agreement)

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, re-couplement, 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.

