



TELANGANA STATE ELECTRICITY REGULATORY COMMISSION
5th Floor, Singareni Bhavan Lakdi-ka-pul Hyderabad 500 004

Draft Intra-state Open Access Regulation for inviting comments/objections from stakeholders/general public for finalization Telangana State Electricity Regulatory Commission (*Terms and conditions of Open Access*), Regulation, 2023

1. Background:

Telangana State Electricity Regulatory Commission (hereinafter referred to as TSERC or the Commission) was constituted by the Government of Telangana State (GoTS) in terms of the provisions of Schedule XII (C) (3) of the A.P. Reorganisation Act of 2014 read with Section 82 of the Electricity Act, 2003 (Act) vide G.O.Ms.No.3, Energy (Budget) Department, dated 26.07.2014. This Commission had notified TSERC (Adoption) Regulation No.1 of 2014 on 10.12.2014 for adoption of previously subsisting regulations, decisions, directions or orders, licenses and practice directions, as such, all the Regulations framed by the erstwhile APERC shall continue to apply for the State of Telangana including the following Regulations relating to the Open Access:

- i) Terms and Conditions of Open Access, Regulation, 2005 [Regulation No.2 of 2005];
- ii) Interim Balancing and Settlement Code, Regulation, 2006 [Regulation No.2 of 2006];
- iii) Interim Balancing and Settlement Code for Open Access Transactions, First Amendment Regulation, 2013 [Regulation No.1 of 2013];
- iv) Interim Balancing & Settlement Code for Open Access Transactions, Second Amendment Regulation, 2014 [Regulation No.2 of 2014];

Subsequently, this Commission has notified the Third Amendment Regulation, 2017, viz.

- i) Interim Balancing and Settlement Code for Open Access Transactions, Third Amendment Regulation, 2017 [Regulation No.1 of 2017];

Whereas, TSSPDCL in its petition O.P.(SR) No.10 of 2020 has sought amendments to certain clauses of Interim Balancing and Settlement Code, Regulation [Regulation No.2 of 2006] as amended from time to time, relating to the Banking facility for solar, wind and mini hydel renewable energy sources.

Ministry of Power, Government of India on 06.06.2022 has notified the Electricity (Promoting Renewable Energy Through Green Energy open access) Rules, 2022 which stipulates that “to provide Green Energy open access to consumers of green energy, the appropriate Commission may, if necessary, amend the relevant regulations made by it and such regulations shall be consistent with these rules”.

The Commission is in the process of having its own consolidated and comprehensive open access Regulation has prepared the Draft Open Access Regulation on

Telangana State Electricity Regulatory Commission (*Terms and conditions of Open Access*), Regulation, 2023. The Commission intends to have the comments and suggestions of the DISCOMs, TSTRANSCO, TSSLDC, general public and interested consumers on the above Draft Open Access Regulation.

2 Definitions

2.1 In this Regulation unless the context otherwise requires;

- a) '**Act**' means the Electricity Act, 2003 (36 of 2003) and its subsequent amendments thereof;
- b) '**Applicant**' means a person who makes an application to the Nodal Agency for open access and includes any person engaged in generation, a licensee or any consumer eligible for open access under this Regulation;
- c) "**Available capacity**" means the capability in megawatts (MW) or kilowatts (kW) of a transmission or distribution network to transfer power from one point to the other, after deducting the power requirements of already committed users;
- d) '**Banking**' means a facility through which the unutilised portion of energy (underutilisation or excess generation over and above scheduled wheeling) from any of the renewable energy sources, during a billing month is kept in separate account and such energy accrued shall be treated in accordance with the clause 33 of this Regulation;
- e) '**Billing month**' means as prescribed in Electricity Supply Code Regulation (No. 5 of 2004) as amended from time to time;
- f) '**Captive Generating Plant**' or '**Captive Power Plant**' or '**CPP**' means a captive generating plant as defined in the Act read with Rule 3 of Electricity Rules, 2005;
- g) '**Captive User**' shall mean the end user of the electricity generated from its own Captive Generating Plant and the term "Captive Use" shall be construed accordingly;
- h) '**Central Commission or CERC**' means the Central Electricity Regulatory Commission referred to in Section 76 of the Act;
- i) '**Central Nodal Agency**' means a Central Nodal Agency as notified by the Central Government to set up and operate a single window green energy open access system for renewable energy;
- j) '**Commission or TSERC**' means the Telangana State Electricity Regulatory Commission referred to in Section 82 of the Act;
- k) '**Contracted capacity**' in the context of open access for supply to consumers means the capacity contracted in megawatts (MW) or kilowatts (kW) for transmission and /or wheeling to a consumer under open access ;
- l) '**Day**' means the day starting at 00:00 hours and ending at 24:00 hours;
- m) '**Distribution Licensee**' or '**DISCOM**' means a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply;
- n) '**Electricity Rules, 2005**' means the Rules notified by the Central Government vide G.S.R 379 (E) dated 8th June, 2005 as amended from time to time;

- o) **'Entry point'** means a point at which electricity is injected into the electricity transmission network or the electricity distribution network ;
- p) **'Exit point'** means a point at which electricity is drawn from the electricity transmission network or the electricity distribution network ;
- q) **"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) of Electricity (Promoting Renewable Energy through Green Energy Open Access)Rules,2022 and its amedments;
- r) **"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;
- s) **"Green Energy Open Access Consumer"** means the open access consumer for the amount of Green Energy that is being drawn through open access;
- t) **" Green Energy Open Access (OA) Rules"** means Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules, 2022 and its subsequent amendments;
- u) **'Indian Electricity Grid Code or IEGC'** means the Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Act and as amended from time to time;
- v) **'Intra-state Transmission System or In-STTS'** means the transmission system within the Telangana State.
- w) **'Losses'** means the energy losses in percentage for an EHT system as a single system and for all other voltage levels, the losses in percentage as provided in the applicable Tariff Order of the Commission, or the actual levels of energy losses as provided in this Regulation.
 Explanation –
 - (i) If the wheeling of electricity is through the distribution system of more than one distribution licensee or if the Entry/Exit point is connected to EHT system, the losses would include the transmission loss and the distribution loss up to the voltage level of the distribution licensee in whose area of supply such exit/entry point (whichever is lower) is located.
 - (ii) If the entry and exit points are located within the distribution system (33 kV and below) of the same distribution licensee, the losses would include only the distribution loss of the distribution licensee up to the voltage level at the relevant exit or the entry point(s), whichever is lower.
- x) **'Nodal Agency'** means the entities referred to in clause 5 of this Regulation;
- y) **'Open access agreement'** means an agreement entered into between a licensee and the applicant to avail open access to the licensee's network for transmission and / or wheeling of electricity;
- z) **'Open Access Consumer'** or **'OA Consumer'** means a consumer not having a supply agreement with the distribution licensee in whose area of supply the consumer is located, but availing or intending to avail supply of

energy from a person other than that distribution licensee under the Open Access Regulation and includes a consumer availing wheeling facility for carrying the electricity from his captive generating plant to the destination of his own use without having a supply agreement with the distribution licensee of the area in which the consumer's premises is located.

- aa) '**Open Access Generator**' means a generating company using or intending to use the transmission system and / or the distribution system of the licensees in the State for supply of electricity to a Scheduled Consumer or OA Consumer under the Open Access Regulation.
- bb) '**Renewable Energy**' means the grid quality electricity generated from Renewable Energy sources as may be defined in TSERC Orders or TSERC Regulations governing Renewable Energy;
- cc) '**Scheduled Consumer**' means a consumer who has a supply agreement with the distribution licensee in whose area of supply the consumer is located and also has a supply agreement with a person other than the distribution licensee under the Open Access Regulation and includes a consumer of a distribution licensee who also avails of wheeling facility for carrying the electricity from his captive generating plant to the destination of his own use.
- dd) '**State**' means the State of Telangana.
- ee) '**State Nodal Agency**' or '**SNA**' means State Nodal Agency for grant of long-term, medium-term and short-term green energy open access as specified in clause 5 of this Regulation.
- ff) '**Time Block**' means a block of fifteen (15) minutes each or any other time block as specified by the Commission for which special energy meters record values of specified electrical parameters with the first time block starting 00:00 hours.
- gg) '**User**' or '**Open access user**' means a person 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.
- hh) '**Wheeling schedule**' means the schedule for a fifteen (15) minute time block or any such shorter duration as may be notified by the Commission provided by the Scheduled Consumer, an OA Consumer or an OA Generator, to the SLDC, pursuant to clause 24 of this Regulation, read with clause 26.
- ii) '**Special Energy Meters or SEM**' means meters installed in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time;
- jj) '**State Electricity Grid Code or SEGC**' means the Code specified by the Commission under clause (h) of sub-section (1) of Section 86 of the Act and as amended from time to time;
- kk) '**State Transmission Utility or STU**' means the 'Transmission Corporation of Telangana Limited or TSTRANSCO' or the Government Company notified by the Government of Telangana State under sub-section (1) of Section 39 of the Act;

- l) **'Telangana State Load Despatch Centre or TSSLDC'** means the State Load Despatch Centre established in the Telangana State under sub-section (1) of Section 31 of the Act;
 - mm) **'Transmission Licensee'** means any person licensed under Part IV of the Act for transmission of electricity;
 - nn) **'Working Day'** means such day which is not declared as a gazetted general holiday by the State Government;
 - oo) **'Year'** means a financial year from 1st April of a calendar year to 31st March of the following calendar year;
- 2.2 Words and expressions used herein and not defined in this Regulation but defined in the Act or Indian Electricity Grid Code or the State Electricity Grid Code shall have the meaning assigned to them under the Act or IEGC or State Electricity Grid Code as the case may be.

3. Applicability

- 3.1 This Regulation shall apply to Open Access Users for use of intra-State transmission system (In-STS) and/or distribution system(s) in the Telangana State, including when such system is used in conjunction with inter-State transmission system.
- 3.2 This Regulation shall apply to Open Access Generators, Scheduled Consumers and OA Consumers.

PART-A

GENERAL PROVISIONS OF OPEN ACCESS

4. Categorization of open access users

The open access users of the transmission and/or distribution system(s) shall be classified as follows:

- (a) **Long-Term Open Access User:** Any user of the transmission and/or distribution system(s) entering into an open access agreement with the concerned licensee(s) for a period exceeding seven (7) years but not exceeding twenty five (25) years shall be categorised as a Long-Term Open Access User.
- (b) **Medium-Term Open Access User:** Any user of the transmission and/or distribution system(s) entering into an open access agreement with the concerned licensee(s) for a period exceeding three (3) months but not exceeding five (5) years shall be categorised as a Medium-Term Open Access User.
- (c) **Short-Term Open Access User:** Any user of the transmission and/or distribution system(s) entering into an open access agreement with the concerned licensee(s) for a period not exceeding one (1) month at a time shall be treated as Short-term open access user.
- (d) **Green Energy Open Access Consumer :** Any user of the transmission and/or distribution system(s) entering into an open access agreement with the concerned licensee(s) for availing green energy open access;

5. Nodal Agency

5.1 For all long-term and Medium-term open access transactions, the Nodal Agency for receiving and processing applications shall be the State Transmission Utility (STU). For all long-term and Medium-term green energy open access transactions, the State Nodal Agency shall be the State Transmission Utility (STU).

5.2 For short-term open access transactions, the Nodal Agency for receiving and processing applications shall be the State Load Dispatch Centre (SLDC). The SLDC shall, however, allow short-term open access transactions only after consulting the concerned transmission and/or distribution licensee(s) whose network(s) would be used for such transactions:

Provided that for short-term transactions with duration of less than one week, the SLDC may not consult the concerned licensees for permitting such transactions. The SLDC and Licensees shall devise procedures for coordination among themselves for allowing such short-term transactions.

5.3 TSSLDC shall operate as the SNA for grant of short-term green energy open access.

SNA shall co-ordinate with transmission licensees including STU and the Distribution Licensees to make available all relevant information regarding green energy open access to the public on the portal of Central Nodal Agency.

5.4 All the applications related to green energy open access shall be submitted to the portal set up by the Central Nodal Agency. The applications shall be routed to State Nodal Agency (SNA) by the Central Nodal Agency.

Consumer or Generating Station or Distribution Licensee seeking Transmission and/or Distribution Open Access

Table-1									
Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application (days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
1)	Short Term Open Access (STOA)	Connected to the network of a Distribution licensee in Telangana State	Connected to the network of same Distribution licensee in Telangana State	TSSLDC	5,000	<ul style="list-style-type: none"> • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Proof of payment of application fee, • Consent from concerned distribution licensee, • Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed; 	<ul style="list-style-type: none"> • Upto one day: 12 hours. • Upto one week: Two days. • Upto one month: Seven days. 	<ul style="list-style-type: none"> • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any • Imbalance and Reactive Energy Charges, as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level.

Table-1

Consumer connected to Distribution System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
2)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of another Distribution licensee in Telangana State	TSSLDC	5,000	<ul style="list-style-type: none"> • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Proof of payment of application fee, • Consent from concerned distribution licensees, • Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed; 	<ul style="list-style-type: none"> • Upto one day: 12 hours. • Upto one week: Two days. • Upto one month: Seven days. 	<ul style="list-style-type: none"> • Intra-state Transmission charges, • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level in respect of both distribution licensees, • Intra-state Transmission losses in kind.
3)		Connected to Intra-state transmission	Connected to the network of a	TSSLDC	5,000	<ul style="list-style-type: none"> • Copy of Supply Agreement if applicable, 	<ul style="list-style-type: none"> • Upto one day: 12 hours. 	<ul style="list-style-type: none"> • Wheeling charges, 	<ul style="list-style-type: none"> • Distribution loss in kind at

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Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
		system in Telangana State	Distribution licensee in Telangana State			<ul style="list-style-type: none"> •copy of latest electricity bill if applicable, •Proof of payment of application fee, •Consent from concerned distribution licensee, •Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed; 	<ul style="list-style-type: none"> •Upto one week: Two days. •Upto one month: Seven days. 	<ul style="list-style-type: none"> •Intra-state Transmission charges, •Cross Subsidy Surcharge if applicable , •Additional surcharge, if any •Stand-by charges, if any, •Imbalance and Reactive Energy Charges, as applicable, •Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> relevant voltage level. •Intra-state transmission losses in kind.
4)		Other than Telangana State	Connected to the network of a Distribution licensee in	RLDC of the region where applicant is located, as	As per CERC Open Access Regulations.	<ul style="list-style-type: none"> •Copy of Supply Agreement if applicable, •Copy of latest electricity bill if applicable, •Proof of payment of application fee, 	•As per CERC Open Access Regulations.	<ul style="list-style-type: none"> •Wheeling charges, •Intra-state and inter-state Transmission charges, •Cross Subsidy 	•Distribution loss in kind at relevant voltage level.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
			Telangana State	per CERC Regulations		<ul style="list-style-type: none"> •Consent from concerned SLDC and distribution licensee, •Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed; 		Surcharge if applicable , •Additional surcharge, if any •Stand-by charges, if any, •Imbalance and Reactive Energy Charges, as applicable, •Scheduling and system Operating Charges as applicable.	<ul style="list-style-type: none"> •Intra-state and Inter-state transmission losses in kind.
5)	Medium Term Open Access (MTOA)	Connected to the network of a Distribution licensee in Telangana State	Connected to the network of same Distribution licensee in Telangana State	STU	50,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be 	• Thirty days from closure of window.	•Wheeling Charge, •Cross Subsidy Surcharge if applicable, •Additional surcharge, if any •Stand-by charges, if any •Imbalance and Reactive Energy Charges, as applicable.	<ul style="list-style-type: none"> •Distribution loss in kind at relevant voltage level.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed			
6)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of another Distribution licensee in Telangana State	STU	50,000	• Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for	• Thirty days from closure of window.	• Intra-state Transmission charges, • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any	• Distribution loss in kind at relevant voltage level in respect of both distribution licensees,

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed		• Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable.	Intra-state Transmission losses in kind.
7)		Connected to Intra-state transmission system in	Connected to the network of a Distribution licensee in	STU	50,000	• Proof of payment of Application fee, • PPA or Sale-purchase agreement of power,	• Thirty days from closure of window..	• Wheeling charges, • Intra-state Transmission charges, • Cross Subsidy	• Distribution loss in kind at relevant voltage level.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
		Telangana State	Telangana State			<ul style="list-style-type: none"> • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed. 		Surcharge if applicable , <ul style="list-style-type: none"> • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. • 	<ul style="list-style-type: none"> • Intra-state transmission losses in kind. •
8)		Other than Telangana State	Connected to the network of a	CTU	As per CERC Open Access Regulations.	• Proof of payment of Application fee,	As per CERC Open Access Regulations.	• Wheeling charges,	• Distribution loss in kind at

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
			Distribution licensee in Telangana State			<ul style="list-style-type: none"> • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned SLDC and distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed. 		<ul style="list-style-type: none"> • Intra-state and inter-state Transmission charges, • Cross Subsidy Surcharge if applicable • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> relevant voltage level. • Intra-state and Inter-state transmission losses in kind.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
9)	Long Term Open Access (LTOA)	Connected to the network of a Distribution licensee in Telangana State	Connected to the network of same Distribution licensee in Telangana State	STU	1,00,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of LTA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; 	<ul style="list-style-type: none"> • 120 days from closure of window if system augmentation is not required, or within 180 days from closure of window otherwise. 	<ul style="list-style-type: none"> • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any • Imbalance and Reactive Energy Charges, as applicable. 	Distribution loss in kind at relevant voltage level.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> • Special Energy Meter (SEM) commissioning certificate, if already installed 			
10)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of another Distribution licensee in Telangana State	STU	1,00,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of 	<ul style="list-style-type: none"> • 120 days from closure of window if system augmentation is not required, or within 180 days from closure of window otherwise. 	<ul style="list-style-type: none"> • Intra-state Transmission charges, • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level in respect of both distribution licensees, • Intra-state Transmission losses in kind.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed			
11)		Connected to Intra-state transmission system in Telangana State	Connected to the network of a Distribution licensee in Telangana State	STU	1,00,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, 	120 days from closure of window if system augmentation is not required, or within 180 days from closure of window otherwise.	<ul style="list-style-type: none"> • Wheeling charges, • Intra-state Transmission charges, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level. • Intra-state transmission losses in kind.

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Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed. 			
12)		Other than Telangana State	Connected to the network of a Distribution licensee in Telangana State	CTU	As per CERC Open Access Regulations.	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, 	As per CERC Open Access Regulations.	<ul style="list-style-type: none"> • Wheeling charges, • Intra-state and inter-state Transmission charges, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level. • Intra-state and Inter-state transmission losses in kind.

Table-1

Consumer connected to Distribution System									
Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application/closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> •Consent from concerned SLDC and distribution licensee, •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed. 			

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application (days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
1)	Short Term Open Access (STOA)	Connected to the network of intra-state transmission system in Telangana State	Connected to the network of intra-state transmission system in Telangana State	TSSLDC	5,000	<ul style="list-style-type: none"> • Copy of Supply Agreement if applicable, • copy of latest electricity bill if applicable, • Proof of payment of application fee, • Consent from concerned distribution licensee, 	<ul style="list-style-type: none"> • Upto one day: 12 hours. • Upto one week: Two days. • Upto one month: Seven days. 	<ul style="list-style-type: none"> • Imbalance and Reactive Energy Charges, as applicable. • Scheduling and system Operating Charges, as applicable • Intra-state Transmission Charges 	<ul style="list-style-type: none"> • Intra-state transmission loss in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> •Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed; 			
2)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of intra-state transmission system in Telangana State	TSSLDC	5,000	<ul style="list-style-type: none"> •Copy of Supply Agreement if applicable, •Copy of latest electricity bill if applicable, •Proof of payment of application fee, •Consent from concerned distribution licensees, •Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; 	<ul style="list-style-type: none"> • Upto one day: 12 hours. •Upto one week: Two days. •Upto one month: Seven days. 	<ul style="list-style-type: none"> •Intra-state Transmission charges, •Wheeling Charge, •Cross Subsidy Surcharge if applicable, •Additional surcharge, if any •Stand-by charges, if any, •Imbalance and Reactive Energy Charges, as applicable, 	<ul style="list-style-type: none"> •Distribution loss in kind at relevant voltage level, • Intra-state Transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed; 		<ul style="list-style-type: none"> •Scheduling and system Operating Charges as applicable. 	
3)		Other than Telangana State	Connected to the network of intra-state transmission system in Telangana State	RLDC of the region where applicant is located, as per Central Commission Regulations	As per CERC Open Access Regulations	<ul style="list-style-type: none"> •Copy of Supply Agreement if applicable, •copy of latest electricity bill if applicable, •Proof of payment of application fee, •Consent from concerned SLDC and distribution licensee, •Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant; •Copy of Memorandum of Association and Chartered Accountant's certificate of 	<ul style="list-style-type: none"> •As per CERC Open Access Regulations. 	<ul style="list-style-type: none"> •Intra-state and inter-state Transmission charges, •Cross Subsidy Surcharge if applicable •Additional surcharge, if any •Stand-by charges, if any, •Imbalance and Reactive Energy Charges, as applicable, •Scheduling and system Operating 	<ul style="list-style-type: none"> •Intra-state and Inter-state transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						shareholding pattern, if power is sought under captive mode; <ul style="list-style-type: none"> • Special Energy Meter (SEM) commissioning certificate, if already installed; 		Charges as applicable.	
4)	Medium Term Open Access (MTOA)	Connected to the network of intra-state transmission system in Telangana State	Connected to the network of intra-state transmission system in Telangana State	STU	50,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, 	<ul style="list-style-type: none"> • Thirty days from closure of window. 	<ul style="list-style-type: none"> • Intra-state transmission charges, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any • Imbalance and Reactive Energy Charges, as applicable. Scheduling and operating charges as applicable. 	<ul style="list-style-type: none"> • Intra-state transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed 			
5)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of intra-state transmission system in Telangana State	STU	50,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, 	Thirty days from closure of window.	<ul style="list-style-type: none"> • Intra-state Transmission charges, • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level, • Intra-state Transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application (days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> •Consent from concerned distribution licensee, •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed 			
6)		Other than Telangana State	Connected to the network of intra-state transmission system in Telangana State	CTU	As per CERC Open Access Regulations.	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA. • Copy of Supply Agreement if applicable, 	As per CERC Open Access Regulations.	<ul style="list-style-type: none"> • Intra-state and inter-state Transmission charges, • Cross Subsidy Surcharge if applicable • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, 	• Intra-state and Inter-state transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> •Copy of latest electricity bill if applicable, •Consent from concerned STU/SLDC and distribution licensee, •Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; •Special Energy Meter (SEM) commissioning certificate, if already installed. 		<ul style="list-style-type: none"> •Scheduling and system Operating Charges as applicable. 	
7)	Long Term Open Access (LTOA)	Connected to the network of intra-state transmission system in Telangana State	Connected to the network of intra-state transmission system in Telangana State	STU	1,00,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of LTA. 	<ul style="list-style-type: none"> • 120 days from closure of window if system augmentation is not required, or within 180 days from closure of 	<ul style="list-style-type: none"> • Intra-state transmission charges, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any • Stand-by charges, if any • Imbalance and Reactive Energy 	Intra-state Transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application (days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						<ul style="list-style-type: none"> • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed 	window otherwise.	Charges, as applicable. <ul style="list-style-type: none"> • Scheduling and operating charges, as applicable. 	
8)		Connected to the network of a Distribution licensee in Telangana State	Connected to the network of intra-state transmission system in Telangana State	STU	1,00,000	<ul style="list-style-type: none"> • Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be 	120 days from closure of window if system augmentation is not required, or within 180 days from	<ul style="list-style-type: none"> • Intra-state Transmission charges, • Wheeling Charge, • Cross Subsidy Surcharge if applicable, • Additional surcharge, if any 	<ul style="list-style-type: none"> • Distribution loss in kind at relevant voltage level, • Intra-state Transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

Sl. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application (days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						completed before intending date of LTA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed	closure of window otherwise.	• Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable.	
9)		Other than Telangana State	Connected to the network of intra-state transmission system in Telangana State	CTU	As per CERC Open Access Regulations	• Proof of payment of Application fee, • PPA or Sale-purchase agreement of power, • In case of generating station not already connected to grid, documentary evidence for	As per CERC Open Access Regulations.	• Intra-state and inter-state Transmission charges, • Cross Subsidy Surcharge if applicable	• Intra-state and Inter-state transmission losses in kind.

Table-2

Consumer connected to Intra-State Transmission System

SI. No.	Period	Injection Point	Drawal Point	Nodal Agency	Application Fee (Rs)	Documents to accompany the application	Time Frame for disposal of application(days from receipt of application /closure of window in complete shape)	Applicable charges	Applicable losses
						completion of the connectivity showing that the same shall be completed before intending date of LTA. • Copy of Supply Agreement if applicable, • Copy of latest electricity bill if applicable, • Consent from concerned STU and distribution licensee, • Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode; • Special Energy Meter (SEM) commissioning certificate, if already installed.		<ul style="list-style-type: none"> • Additional surcharge, if any • Stand-by charges, if any, • Imbalance and Reactive Energy Charges, as applicable, • Scheduling and system Operating Charges as applicable. 	

6. Criteria for allowing open access to transmission and/or distribution systems:

- 6.1 The long-term and medium-term open access shall be allowed in accordance with the transmission planning criterion and distribution planning criterion stipulated in the State Electricity Grid Code and/or the Distribution Code and / or CEA Safety Regulations as the case may be.
- 6.2 The short-term open access shall be allowed, if the request can be accommodated by utilizing:
- (a) Inherent design margins;
 - (b) Margins available due to variations in power flows and unutilised capacity, if any; and
 - (c) Margins available due to in-built spare capacity in transmission and/or distribution system(s) created to cater to future load growth.

7. Verification of Status of Captive Generating Plants and captive users:

- 7.1 Verification of status of CGP and captive users with respect to the criteria of consumption and equity share holding, as prescribed under the Electricity Rules, 2005 shall be done annually by the Distribution Licensee (in whose area the CGP or Captive User is located) after the end of financial year based on the information submitted by the CGP and Captive User.
- 7.2 The Distribution Licensee shall submit status to the Commission in respect of verification of status of CGP and captive users before 30th April each year and initiate appropriate proceedings before the Commission.

7.3 Verification of consumption criteria:

- a) Verification of criteria of consumption shall be based on the net electricity generated from the generating unit(s) in a generating station, i.e gross electricity generated less auxiliary consumption, identified for captive use.
- b) The electricity generated shall be determined on annual basis at the end of the year.
- c) Verification criteria for various types of captive users shall be as follows:

Sl. No	Type of the Captive User	Criteria
I	Single captive user	The self-consumption shall not be less than 51% of the net electricity generated on an annual basis.
li	Partnership firm/Limited Liability Partnership (LLP)	The self-consumption shall not be less than 51%

		of the net electricity generated on an annual basis
lii	Association of Persons (AoP)	The captive users shall consume not less than 51% of the net electricity generated on annual basis for captive use in proportion to their share in the power plant within the variation not exceeding 10%.
Iv	Cooperative Society	Members of Society shall collectively consume not less than 51% of the net electricity generated on annual basis
V	Captive use in respect of Special Purpose Vehicle (SPV)	The captive user(s) shall consume not less than 51% of the net electricity generated on annual basis

d) Manner of assessment of data related to generation from CGP and consumption by captive user:

Sl.No	Location	Method of assessment
I	CGP and its captive user(s) are co-located	Based on net generation from the CGP and consumption by the captive user, assessment shall be based on the reading of the meter installed for recording the generation at the generation side ("generation meter") and the electricity sourced at the consumption side ("consumption meter").
li	CGP and its captive users are located within the State (but not co-located)	Based on actual generation from the CGP as per the data provided by the respective SLDC and the corresponding consumption or the actual consumption whichever is lower, based on the meter reading at the user interface with the grid as provided by the concerned SLDC and the distribution licensee in whose area the user(s) are located.
lii	The CGP and its captive user(s) is/are located in different States	Based on actual generation from the CGP as per the data provided by the respective RLDC and the

		corresponding consumption or the actual consumption whichever is lower, based on the meter reading at the user interface with the grid as provided by the concerned SLDC and the distribution licensee in whose area the user(s) are located.
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7.4 Verification of equity share holding criteria :

a) Verification criteria for various types of CGP shall be as follows:

Sl. No	Type of CGP	Criteria	Support document
I	Single captive user	The user shall hold not less than 26% of the equity share capital having voting rights throughout the year	A certificate from the Company Secretary.
li	Partnership firm/LLP	Ownership in the captive plant shall be with respect to not less than 26% proprietary interest and control over the generating station or power plant on annual basis.	A certificate from the Company Secretary.
lii	AoP	The captive users shall hold in aggregate not less than 26% of the ownership/paid up equity share capital with voting rights throughout the year	A certificate from a registered Chartered Accountant.
Iv	Cooperative Society	Members of society shall collectively satisfy not less than 26% of the ownership on annual basis.	A certificate from District Registrar of Cooperative Society.
V	SPV/ Company	The captive user(s) shall hold in aggregate not less than 26% of the proportionate paid up equity share capital with voting	A certificate from a registered Chartered Accountant.

		rights of the units identified for captive use (i.e. the proportionate of the Equity of the company related to the generating unit or units identified as the CGP) throughout the year	
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7.5 Consequence of failure to meet Captive user status:

7.5.1 The Captive user shall deposit by 30th April of every year, the security deposit in the form of unconditional and irrevocable Bank Guarantee from any Scheduled Bank equivalent to 51% captive consumption, to the concerned distribution licensee as payment security against estimated cross subsidy surcharge and additional surcharge as determined by the Commission.

Provided that there shall be no exemption from Cross Subsidy Surcharge and Additional Surcharge on the electricity consumed by non-Captive consumers.

7.5.2 If the CGP or Captive User fails to meet the criteria of ownership and consumption, specified in Rule 3 of Electricity Rule 2005, as amended from time to time, by the end of the year, such CGP or Captive User shall lose its Captive status for that year leading to imposition of Cross Subsidy Surcharge and Additional Surcharge and such other charges as applicable on open access consumers.

8. Provision for existing users:

8.1 Existing distribution licensees:

The existing distribution licensee (s) shall be deemed to be the long-term open access user (s) of the Intra-State transmission system (s) and / or the distribution system (s) for the term specified in / under the existing agreement (s) or arrangement (s) and shall make payment of transmission charges, wheeling charges and other charges, as applicable, and as may be determined by the Commission from time to time.

The existing distribution licensee (s) shall, half yearly, furnish details of their use of intra-state transmission system (s) and/or distribution system (s) to the STU, SLDC and the Commission.

8.2 Existing users other than the distribution licensees:

The existing user(s) other than the existing distribution licensees may continue to avail themselves of the wheeling facility as per the existing agreements for the

period(s) specified in those agreement(s), to the extent they are not inconsistent with the Act and this Regulation:

Provided that such existing user (s) shall pay the transmission charges, wheeling charges and other charges as may be determined by the Commission from time to time:

Provided also that any additional capacity sought by such existing user(s) in addition to the capacity already contracted, shall be treated as new application for open access to the extent of additional capacity sought.

9 Capacities for allowing Open Access

9.1 Open Access user having Contracted Capacity of above 1 MW are eligible for Open Access;

Provided that only consumers who have contracted demand or sanctioned load of Hundred (100) kW or more, either through single connection or through multiple connections aggregating Hundred (100) kW or more located in same electricity division of a distribution licensee, shall be eligible to take power through Green Energy Open Access and there shall be no limit of supply of power for the captive consumers taking power under Green Energy Open Access

Provided that the Commission shall allow open access to consumers with contracted capacity of 1 MW or less in due course at such time and in such phases as it may consider feasible having due regard to operational constraints and other factors:

9.2 The licensees shall make all reasonable attempts to ensure that operational constraints in the Transmission and / or Distribution systems as the case may be, including metering, communication systems, capacity determination, etc. are removed so that, as far as possible, no eligible consumer is denied open access on the grounds of operational constraints in the system.

10 Criteria for allotment/reservation of capacity:

10.1 A distribution licensee, due to its obligation to supply on request under section 43 of the Act, shall have the highest priority in allotment of capacity, long-term, medium-term as well as short-term.

10.2 As regards the other applicants for allotment of capacity of transmission and/or distribution systems, the persons applying for Long-Term open access shall have priority over the persons applying for Medium-Term open access and then the persons applying for Medium-Term open access shall have priority over the persons applying for Short-Term open access. However, within a category, an applicant requesting transmission and/or distribution access for longer duration shall have priority over the person(s) seeking access for shorter duration.

10.3 Allotment of capacity in case of insufficient spare capacity/ congestion.

10.3.1 For Long-Term applicants: In the event of insufficient spare capacity in distribution system/congestion in the transmission system hindering

accommodation of all long-term open access applications, the Nodal Agency shall inform the applicants of the same and shall advise the concerned Licensee(s) to carry out an assessment of works required to create additional capacity by strengthening of the system to accommodate such applicant(s). After completion of such works, the Nodal Agency shall allot the capacity to such applicant(s). As regards capital expenditure incurred by the licensee(s) for system-strengthening, the licensee(s) can require a capital contribution from the applicant(s) subject to the provisions of clause 21.1 (v) of this Regulation.

10.3.2 For Medium-term applicants: The Nodal Agency shall, in consultation and through coordination with SLDC, Transmission licensee(s) and/or the Distribution licensee(s) concerned, and based on the system studies of the Licensee(s) concerned, if required, assess the capacity available for Medium-term open access application. Medium-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission/distribution system or transmission/distribution system under execution. No augmentation of transmission/distribution system is envisaged for granting MTOA. Construction of dedicated transmission line shall not be construed as augmentation of transmission system for this purpose. If the Nodal agency finds that the MTOA cannot be accorded to the applicant the same is to be communicated to the applicant within 15 days from the date of receiving the application along with reasons in details which shall include detailed justification, load flow study reports in detail and all back up calculations with regard to non-availability of the concerned assets required for the open access

10.3.3 For Short-Term applicants: In case of applicants for short-term open access with transactions required to be accommodated through congested corridors of the network, the Nodal Agency shall invite bids by Fax/e-mail with floor price equal to the un-congested price for the short-term users. The bidders shall quote percentage points above the floor price. The allotment of capacity shall be done in decreasing order of the price quoted. In case of quotes involving equal prices, the allotment of capacity shall be done, if required, pro rata to the capacity sought. The user getting allotment of capacity less than the capacity sought by him shall pay charges as per the price quoted by him. All other applicants getting capacity allotment equal to the capacity sought by them shall pay charges as per the price quoted by the last applicant getting full allotment of the capacity sought.

Explanation 1: For the purpose of clauses 10.3.1, and 10.3.2, “congestion” in the context of allotment of capacity for transmission of electricity shall be construed to have occurred when a transmission system cannot accommodate all transactions that would normally occur among users due to physical or engineering limitation.

Explanation 2 : For the purpose of clause 10.3.2, the term “un-congested price” means the transmission and / or wheeling charges required to be paid by the short-term users as per the rates approved by the Commission and published by the Nodal Agency from time to time.

11. Procedure of application for Long Term open access

11.1 Nodal agency shall made available the application form for Long-term open access to the general public in physical form at its offices and in electronic printable form at its website and the Application to the Nodal Agency for grant of Long-term Open Access shall be made in the format provided.

11.2 An application for long-term open access shall be filed with the STU by the applicant, with a copy to the concerned transmission / distribution licensee(s). The application shall be accompanied by a non-refundable processing fee as prescribed by the Commission in the Tariff Orders, or otherwise, from time to time:

Provided that till such time the processing fee is so prescribed by the Commission, it shall be Rs.1,00,000/-.

Provided that the Green Energy open Access consumers shall file the application for grant of open access and the application will be processed in accordance with clause 14 of this Regulation.

11.3 The Nodal Agency shall acknowledge the receipt of an application made under clause 11.2 above within 24 hours of the receipt of the application.

11.4 If after submission of the open access application, the applicant becomes aware of any material alteration in the information contained in the application, the applicant shall promptly notify the Nodal Agency of the same:

Provided that in case the Nodal Agency is made aware of the material alteration in the information contained in the application already submitted under clause 11.2 above, the Nodal Agency shall treat the application as if the same was received on the date the applicant notifies it of the said alteration.

11.5 All applications received within a calendar month e.g. during 1st April to 30th April, shall be considered to have been filed simultaneously. This window of a calendar month shall keep rolling over i.e. after the expiry of a monthly window, another window of the duration of the next calendar month shall commence.

11.6 Based on system studies conducted in consultation with other agencies involved including other Licensees, if it is determined that Long-Term open access sought can be allowed without further system-strengthening, the Nodal Agency shall, within 60 days of closure of a window, intimate the applicant(s) of the same.

11.7 If, on the basis of the results of system studies, the Nodal Agency is of the opinion that the Long-Term open access sought cannot be allowed without further system- strengthening, the Nodal Agency shall notify the applicant of the same within 60 days of closure of a window. Thereafter, at the request of the applicant, which shall be made within 15 days of such notification by the Nodal Agency, the Nodal Agency shall carry out further studies, if required, to identify the scope of works involved and intimate the same to applicant within 30 days of receipt of such request from the applicant. The Nodal Agency shall also inform the applicant of the probable time frame for execution of the works involved after consultation with the concerned licensee(s).

Provided that in such cases, the applicant shall fully reimburse the Nodal Agency for actual expenditure incurred to carry out such system studies to identify the scope of works involved in system-strengthening. The fee, as prescribed in clause 11.2, paid by the applicant shall be adjusted against the actual expenditure to be reimbursed by the applicant:

Provided further that while identifying the scope of works for such system-strengthening, the Nodal Agency shall follow the standards required under the Grid Code and / or Distribution Code and / or CEA Standards, as the case may be.

- 11.8 The Nodal Agency shall convey its decision to grant or refuse long-term Open Access within 120 days from closure of window if system augmentation is not required or 180 days from closure of window or otherwise :

Provided that, in case open access is not granted, the same shall be intimated within the above time furnishing the reasons in writing and also the probable date from which the open access can be granted.

Provided further that, in case the Nodal Agency fails to intimate the grant of OA or otherwise, within the above specified time, the same shall be deemed to have been granted, which is subject to system availability

12. Procedure of application for Medium-Term open access

- 12.1 Nodal agency shall made available the application form for Medium-term open access to the general public in physical form at its offices and in electronic printable form at its website and the Application to the Nodal Agency for grant of Medium-term Open Access shall be made in the format provided.

- 12.2 An application for medium-term open access shall be filed with the STU by the applicant, with a copy to the concerned transmission / distribution licensee(s). The application shall be accompanied by a non-refundable processing fee as prescribed by the Commission in the Tariff Orders, or otherwise, from time to time:

Provided that till such time the processing fee is so prescribed by the Commission, it shall be Rs.50,000/-.

Provided that the Green Energy open Access consumers shall file the application for grant of open access and the application will be processed in accordance with clause 14 of this Regulation.

- 12.3 The Nodal Agency shall acknowledge the receipt of an application made under clause 12.2 above within 24 hours of the receipt of the application.

- 12.4 If after submission of the open access application, the applicant becomes aware of any material alteration in the information contained in the application, the applicant shall promptly notify the Nodal Agency of the same:

Provided that in case the Nodal Agency is made aware of the material alteration in the information contained in the application already submitted under clause

12.2 above, the Nodal Agency shall treat the application as if the same was received on the date the applicant notifies it of the said alteration.

- 12.5 All applications received within a calendar month e.g. during 1st April to 30th April, shall be considered to have been filed simultaneously. This window of a calendar month shall keep rolling over i.e. after the expiry of a monthly window, another window of the duration of the next calendar month shall commence.
- 12.6 Upon receipt of the Application for Open Access, the Nodal Agency shall, in consultation and through coordination with SLDC, Transmission licensee(s) and/or the Distribution licensee(s) concerned, and based on the system studied of the Licensee(s) concerned, if required, assess the capacity available for Medium-term open access application subject to conditions under clause 10 of this Regulation.
- 12.7 Medium-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission/distribution system or transmission/distribution system under execution. No augmentation of transmission/distribution system is envisaged for granting MTOA. Construction of dedicated transmission line shall not be construed as augmentation of transmission system for this purpose.
- 12.8 In case of Medium-term open access, the Nodal agency shall give consent to the applicant with a copy to the SLDC and STU, **within 30 days** of closure of window.
- Provided that for the reasons to be recorded in writing, the Nodal agency may grant Medium-term open access for a period less than that sought by the Applicant.
- 12.9 If the Nodal agency finds that the MTOA cannot be accorded to the applicant the same is to be communicated to the applicant within 15 days from the date of receiving the application along with reasons in details which shall include detailed justification, load flow study reports in detail and all back up calculations with regard to non-availability of the concerned assets required for the open access.
- 12.10 The Nodal Agency shall convey its decision to grant or refuse Medium-term Open Access within 30 days from closure of window:
- Provided that, in case open access is not granted, the same shall be intimated within the above time furnishing the reasons in writing and also the probable date from which the open access can be granted.
- Provided further that, in case the Nodal Agency fails to intimate the grant of OA or otherwise, within the above specified time, the same shall be deemed to have been granted, which is subject to system availability.

13. Procedure of application for Short-Term open access

- 13.1 The SLDC shall make available the format of application similar to the one referred to the clause 11.1 above, to the general public in physical form at its office and in electronic printable form at its website.

13.2 The application for short-term open access to Transmission and / or Distribution system(s) shall be filed with, the SLDC with copies to concerned licensees. The application shall be accompanied by a non-refundable processing fee as prescribed by the Commission in the Tariff Orders, or otherwise, from time to time:

Provided that till such time the processing fee is so prescribed by the Commission, it shall be Rs.5,000/-.

Provided that the Green Energy open Access consumers shall file the application for grant of open access and the application will be processed in accordance with clause 14 of this Regulation.

13.3 The SLDC shall process the applications for Short-Term open access within the following time limits:

Duration for which open access is required	Maximum processing time
Up to one day	12 hours
Up to one week	Two days
Up to one month	Seven days

13.4 The Nodal Agency shall convey its decision to grant or refuse Short-term Open Access within above specified timelines:

Provided that, in case open access is not granted, the same shall be intimated within the above time furnishing the reasons in writing and also the probable date from which the open access can be granted.

Provided further that, in case the Nodal Agency fails to intimate the grant of OA or otherwise, within the above specified time, the same shall be deemed to have been granted, which is subject to system availability

14. Procedure for grant of Green Energy Open Access:

14.1 The GEOA applicant shall submit an application complete in all respects, in the format as notified by Central Nodal Agency, on the central portal setup by the Central Nodal Agency.

14.2 The application shall be forwarded to the concerned State Nodal Agency by Central Nodal Agency for further verification. The following schedule shall be followed for processing the application:

Sl. No	Particulars	Time-line	Remarks
1	Date of receipt of application by SNA from CNA	Zero date	

2	Acknowledgement of receipt of application	Zero date	The acknowledgement shall be provided immediately by electronic mode
3	Acceptance of application by SNA after confirming that all the relevant documents are furnished by the applicant including processing fee and BG	Within three working days from zero date	In case application is incomplete, the SNA shall inform the same in writing rejecting the application and furnishing the details of the defects. After rectifying the defects, a fresh application shall be made.
4	Forwarding of application to TSTRANSCO/ Discoms	Within five working days from zero date	On acceptance of the application, the same shall be forwarded to TSTRANSCO/Concerned Discoms for ensuring system availability and that there is no subsisting PPA for the capacity for which the OA is sought.
5	Concurrence from TSTRANSCO/ Discoms	Within ten working days from zero date	In case system strengthening is required, the probable date of granting OA shall be intimated to SNA within the same time. In case concurrence is not received within the specified time, SNA shall consider it to be deemed concurrence. Provided that the system studies at the drawl point to ascertain the availability is not required for a consumer of the Licensee availing open access , subject to the applicant furnishing the undertaking that, he would not exceed the Contracted demand specified in his supply agreement with the licensee even after opting for Open access.
6	Grant of Open access or otherwise.	Within twelve working days from zero date	The SNA shall intimate the applicant, grant of open access within the time specified. In case open access is not granted, the same shall be intimated within the above time furnishing the reasons in writing and also the probable date from which the OA can be granted. In case SNA fails to intimate the grant of OA or otherwise, within the

			above specified time, the same shall be deemed to have been granted, which is subject to system availability.
7	Submission of agreement by the applicant for long-term open access	Within twenty working days from zero date	The applicant shall submit copies of signed agreement to the SNA/parties to the agreement in the standard format approved by Commission. In case the applicant fails to submit OA agreement within the specified time , failing which the open access granted or deemed to have been granted shall stand cancelled.
8	Submission of signed copies of agreement by TSTRANSCO/ Concerned Discoms	Within twenty- five working days from zero date	In case TSTRANSCO/Discoms fails to submit the copies to the SNA within the specified time, the OA agreement is deemed to have been approved.
9	Effective date of wheeling	In case SNA receives the copy of the agreement signed by the applicant, the effective date of commencement of operation of wheeling of electricity by the applicant shall be the next date from the date of submission of signed copy of the agreement to the SNA. Provided that the above effective date for commencement of wheeling operation shall also be applicable for banking.	The applicant is allowed to wheel the energy from the effective date.

14.3 The SNA shall ensure that non-refundable processing fee **of five thousand rupees** for long-term open access & medium-term open access and **one thousand rupees** for short-term open access is paid by the applicant and shall intimate the same through electronic mode of communication, immediately after receipt of application form from Central Agency. The applicant shall pay the processing fee within one working day.

14.4 An application for a short-term GEOA & medium-term GEOA, for power plant(s) or its/their generating unit(s) which are yet to be commissioned, shall be made not

before two months prior to the commissioning date of such power plant(s) or it's/their generating unit(s), to avoid unnecessary blocking of corridor.

- 14.5 An application for long-term GEOA & medium-term GEOA shall be accompanied by a Bank Guarantee (BG) **of Five thousand rupees per MW**, which shall be kept valid and subsisting till the signing of agreement for wheeling of electricity and such BG shall be encashed by Nodal Agency, if the application is withdrawn by the applicant prior to the signing of such agreement. On signing of the agreement for wheeling of electricity, the BG shall be returned immediately to the applicant by the State Nodal Agency.
- 14.6 In case there is any material change with regard to the location of the injection point or quantum of power to be interchanged (by more than ten percent) using intra-state transmission and/or distribution system, a fresh application shall be made for the entire capacity to ascertain the system availability and such application shall be accompanied by relevant documents, application fee and in case of long-term open access with required bank guarantee for additional capacity and in case the additional capacity sought for cannot be accommodated in the existing network, the applicant is entitled for open access to the extent of his original allotment.
- 14.7 Where any application is rejected for any deficiency or defect, the processing fees and Bank Guarantee, if submitted, shall be returned to the applicant and in such cases a fresh application to the Central Nodal Portal shall be made by the applicant after curing the deficiency or defect.
- 14.8 The SNA shall communicate to the applicant through a recognized mode of communication, the grant of open access or otherwise.
- 14.9 Further, during the pendency of application for grant of GEOA, the applicant shall not inject any energy to the Licensee's network and the licensee shall not be liable to pay any charges for the energy injected during such period.
- 14.10 Any energy injected into the licensee's network from the date of grant of open access till the date of submission of agreement for wheeling, the applicant is entitled for payment of energy charges at Average Pooled Power Purchase Cost (APPC) rate or 75% of the generic tariff determined by the Commission for the relevant year for the relevant RE source, whichever is lower.
- 14.11 The person seeking open access shall execute the agreement for wheeling of electricity within the time specified above, failing which the open access granted or deemed to have been granted shall stand cancelled.
- 14.12 The transmission licensee(s), distribution licensee(s) and SLDC shall ensure proper co-ordination while arranging for open access.
- 14.13 New generating plant(s) or generating unit(s) seeking long-term open access and entering agreement into for wheeling, shall commission such Plant(s) or unit(s) within twelve months from the effective date, failing which the open access granted shall be deemed to have been cancelled, to avoid unnecessary blocking of corridor.

- 14.14 An open access consumer shall enter into commercial agreements with the generators, traders and others as applicable, and such agreements shall include provisions pertaining to payment security mechanism.
- 14.15 The SNA shall host on its website the details of every application received from Central Nodal Agency and the status of such application on a continuous basis, which shall be made available to the public.
- 14.16 Provided further that the SNA shall prepare formats in line with the procedure followed by Central Nodal Agency, for smooth implementation of GEOA in the State.

15 Procedure for applying for Day ahead GEOA transactions:

- 15.1 The applicant shall apply to the Central Portal for the Day ahead GEOA transactions in the standard format.
- 15.2 For the applications received by the SNA from the Central Nodal Agency before 13.00 hrs of the day immediately preceding the day of scheduling for the Day ahead GEOA transaction, the SNA shall check for congestion in the system and convey grant of approval or otherwise to the applicant through e-mail not later than 15.00 hrs of the day immediately preceding the day of scheduling for day ahead transaction, after ensuring that there is no subsisting PPA for the capacity sought under open access.
- 15.3 Non-refundable fee of One thousand rupees for each transaction shall be paid by the applicant, in cash or by way of demand draft or proof of payment through electronic transfer in favour of the SNA.

Provided that the actual operationalisation of open access shall be effected subject to payment by the applicant of the charges as specified in this Regulation and orders passed by Commission from time to time, before 17.00 hrs of the day immediately preceding the day of scheduling for the day ahead transaction.

- 15.4 When open access is denied, the SNA shall furnish reasons thereof to the applicant.

16. Open Access Agreement

- 16.1 Based on the intimation by the Nodal Agency to the open access applicant, the applicant shall execute an open access agreement with the concerned Licensee(s), which shall broadly set out the information as given in **Annexure-2** to this Regulation.
- 16.2. The open access agreement referred to in clause 16.1 shall be bipartite, tripartite or multi-partite involving the applicant, the concerned Distribution Licensee in whose area of supply the applicant's exit point is located and the concerned Transmission Licensee or Licensees. The Open Access Agreement

shall clearly bring out the rights and obligations of all parties with respect to exit points on transmission and distribution systems separately:

Provided that in cases where the open access applicant's point(s) of entry as well as the point(s) of exit are located within the distribution system of the same Distribution Licensee (at voltages 33KV and below), the applicant shall be required to execute an open access agreement only with such Distribution Licensee.

- 16.3 Subject to the capacity being available, the Licensee(s) shall, after the applicant for long-term open access has completed all the pre-requisite formalities, including the execution of open access agreement, make arrangements to provide access to the applicant within the time period specified in the (Licensees' Duty for Supply of Electricity on Request) Regulation, 2004 (No. 3 of 2004):

Provided that in the case of short-term users, the open access shall be allowed as early as possible notwithstanding the time frame specified in the aforementioned Regulation.

- 16.4 Minimum term and renewal of the Open Access Agreement: The minimum term of an open access agreement is such term as the parties may agree and set out in the agreement subject to the provisions of clause 4 above.

A long-term open access agreement between a long-term user and the licensee may be renewed 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 concerned long-term user to the concerned licensee(s) and the Nodal Agency, before the expiry of the Agreement. In case, no notice is provided by the Long-Term user, the Long-Term user shall forgo his right over the allotted capacity.

A medium-term open access agreement between a medium-term user and the licensee may be renewed for a further term of one year or more without the requirement of a fresh open access application, on receipt of at least three (3) months' notice from the concerned medium-term user to the concerned licensee(s) and the Nodal Agency, before the expiry of the Agreement. In case, no notice is provided by the medium-Term user, the medium-Term user shall forgo his right over the allotted capacity.

In case of short-term users, however, no extension of the original open access agreement shall be allowed, and a user wanting extension shall have to apply afresh to the Nodal Agency for open access.

17. Metering

- 17.1 All Long-Term, Medium-term and Short-Term open access users shall 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 at all entry and exit points. This shall however be subject to the

regulations to be made by the Central Electricity Authority under section 55 of the Act.

18. Procedure for determining the available capacity of transmission and distribution (T&D) networks

- 18.1 The licensees shall carry out load flow studies, system impact studies, etc. taking into account the existing capacity commitments and future projections of capacity requirements for open access users, load growth as projected by distribution licensees, growth of generation, network topology and consumption pattern, network investments, Repairs and Maintenance programs, etc. to determine the capacity available to accommodate open access transactions. While so determining the capacity available for open access transactions, capacity commitments to all existing users of the network and the system reliability margin shall be deducted.
- 18.2 The Licensees shall keep updating the data on available capacity, taking into account the contracts with open access users, the impact of such transactions on the capacity of system elements, the increase/decrease in native load, changes in consumption pattern, network strengthening programs actually carried out and those projected, etc.
- 18.3 In order to decide the availability of sufficient spare capacity in the T&D networks so as to permit an open access transaction applied for, the Nodal Agency may also carry out load flow studies to simulate the impact of power flows associated with such open access transaction on the network and thus determine whether capacity is available to permit such open access transaction (in conformity with technical standards according to Grid Code and / or Distribution Code and / or Indian Electricity Rules, as the case may be) or there is a need to carry out system-strengthening works to ensure availability of sufficient capacity. The Nodal Agency may have to carry out this exercise on a case-to-case basis as and when an open access application is received.
- 18.4 The licensees shall carry out information exchange among themselves and keep one another and the Nodal Agency informed of the transactions on their respective networks.
- 18.5 The Nodal Agencies and Transmission / Distribution Licensees shall post details of available capacity on their respective websites, including the details of open access transactions permitted on different Licensees' networks with their respective entry and exit points, etc. on a daily basis

19. Underutilization

- 19.1 In the event a user expects to underutilize the capacity contracted under open access, the user may surrender a part of the capacity subject, however, to an advance notice as set out in the terms of the open access agreement, along with an explanation for such underutilization.
- 19.2 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 concerned licensee may file an application with the Nodal Agency to reduce or cancel the capacity allocated to the open access user:

Provided that the Licensee shall not so approach the Nodal Agency without first issuing a notice to the concerned user as set out in the open access agreement:

Provided further that the Nodal Agency shall not reduce or cancel the capacity allotted without giving a notice of at least 15 days, in advance, to enable the concerned open access user to file his objections if any in writing.

19.3 In the event of user's surrender of whole or part of contracted capacity as per clause 19.1, or reduction/cancellation of the capacity allotted to the user as per clause 19.2, the user shall pay compensatory charges to the licensees concerned as follows:

(a) An amount equivalent to 50% of current application fee for Long-Term or Medium-term or Short-Term users, as the case may be, if all the capacity surrendered or reduced/cancelled is fully re-allotted to other applicants within the notice period so given by the user or the licensee, as the case may be.

(b) If the capacity surrendered or reduced/cancelled could not be fully re-allotted to other applicants within the notice period, then –

(i) In case of Long-Term and Medium-term users, the user shall, as a one-time exit fee, pay 25% of the transmission charges and / or wheeling charges as the case may be, and the scheduling and system operation charges in force at that point in time, applied on the capacity that could not be re-allotted for the remaining term of the agreement; and

(ii) In case of Short-Term users, the user shall bear the full transmission charges and / or wheeling charges, as the case may be, and the scheduling and system operation charges in force at that point in time, applied on the capacity that could not be re-allotted for the remaining term of the agreement.

20. Flexibility to change entry and exit points

20.1 The Long-Term and Medium-term users including Green Energy Open Access users shall have the flexibility to change entry and/or exit points twice a year subject to the results of system impact studies to be carried out by the concerned Licensees at the behest of such users. All expenses incurred by the Licensees to carry out such studies shall be reimbursed in full by such users.

20.2 A Short-Term user including Green Energy Open Access users cannot change entry and/or exit points as granted in the approval.

21. Open Access charges

21.1 The charges for the use of the transmission and / or distribution system by an open access user shall be regulated as under:

(i) Open Access users connected to the transmission/distribution system shall pay the transmission charges and / or wheeling charges and any other applicable

charges 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:

Provided that the wheeling charges so payable shall be subject to a minimum level, as fixed by the Commission in the relevant Tariff Order or otherwise.

(ii) In case of utilization of inter-state transmission system in addition to the intra-state transmission system and/or distribution system by an open access user, the transmission charges and / or wheeling charges shall be payable for the use of intra-state system in addition to the charges for utilization of the inter-state transmission system

(iii) The Open access users of the Transmission and / or Distribution System where such open access is for delivery of electricity to the consumer's premises in the area of supply of a distribution licensee, shall pay to the distribution licensee the (cross-subsidy) surcharge as determined by the Commission from time to time under Section 42 (2) of the Act :

Provided that the cross subsidy surcharge for Green Energy Open Access Consumer purchasing green energy, from a generating plant using renewable energy sources, shall not be increased, during twelve years from the date of operating of the generating plant using renewable energy sources, by more than fifty percent of the surcharge fixed for the year in which open access is granted;

Provided also that in case within the 12 years as mentioned in the first proviso, the Green Energy Open Access Consumer shifts to other Open Access source(s) of green energy other than the generating plant at different tenure in continuous or intermittent phase then also the start date of open access for such facility of limitation of cross-subsidy surcharge within 50% of the first year shall remain unchanged.

Provided also that in case within the above mentioned 12 years, the power is drawn from open access sources other than green energy, such ceiling of 50% increase in cross-subsidy surcharge within next 12 years will not be applicable on such power drawal.

Provided also that cross subsidy surcharge shall not be applicable in case power produced from a Waste-to-Energy plant is supplied to the Open Access Consumer.

Provided also that Cross subsidy surcharge shall not be applicable if green energy is utilized for production of green hydrogen and green ammonia.

No surcharge shall be levied in case open access is provided to a captive user for carrying the electricity produced in a Captive Generating plant for his own use. Provided that such exemption shall be available only for captive use of electricity in compliance with the requirements of Electricity Rules, 2005.

(iv) The Open Access user shall also be liable to pay additional surcharge on charges of wheeling as may be specified by the Commission from time to time under section 42(4) of the Act, in case open access is sought for receiving supply from a person other than the distribution licensee of such consumer's

area of supply, to meet the fixed cost of the distribution licensee arising out of his obligation to supply;

Provided that additional surcharge shall not be applicable for Green Energy Open Access consumer, if fixed charges are being paid by such a consumer.

Provided also that additional surcharge shall not be applicable in case power produced from a Waste-to-Energy plant is supplied to the Open Access Consumer.

Provided also that additional surcharge shall not be applicable if green energy is utilized for production of green hydrogen and green ammonia.

Provided also that additional surcharge shall not be applicable in case electricity produced from offshore wind projects, which are commissioned upto December, 2032 and supplied to the Open Access Consumers.

- (v) Where an electrical plant or electrical line is to be constructed by the Licensee in order to extend power supply to an open access user, the Licensee may recover such expenditure as per the (Licensee's Duty for Supply of Electricity on Request) Regulation, 2004(Regulation No.3 of 2004)
- (vi) If network augmentation is required for providing access to an applicant, the Licensee shall carry out such augmentation only if (a) the Licensee can recover within a reasonable time the costs, the capital investment and a reasonable rate of return on the capital investment in respect of the augmentation, and (b) the Licensee has the ability to raise funds to finance such capital expenditure:

Provided that the Licensee may require the open access user to make a capital contribution towards such network augmentation.

- (vii) Scheduling and system operation charges shall be payable by all open access users under scheduling by SLDC. Such charges shall be governed by the relevant Regulations issued by the Commission.
- (viii) The standby charges, wherever applicable, shall be specified by the State Commission and such charges shall not be applicable if the Green Energy Open Access Consumers have given notice, in advance at least twenty four hours before the time of delivery of power, for standby arrangement to the distribution licensee:

Explanation: For the purposes of this Regulation,

(a) The expression —standby charges means the charges applicable to open access consumers against the standby arrangement provided by the distribution licensee, in case the open access consumer is unable to procure power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission assets and the like.

(b) It is hereby clarified that in such situations the open access consumer has to take power from an alternate sources like the distribution licensee and the charges for maintaining standby arrangements for such consumers should be reflective of the costs incurred by distribution licensee for providing these support services.

22. Payment terms and conditions

22.1 In case of Long-Term and Medium-term users, the concerned Distribution Licensee may invoice a user in respect of the open access charges as set out in clause 21 of this Regulation and the open access user must pay those charges, in accordance with the procedures set out in the open access agreement between the Licensees and the user:

Provided that the Distribution Licensee shall have appropriate back-to-back arrangements in place with the Transmission Licensee(s) in order to pass on the transmission charges so collected from the user to the concerned Transmission Licensee.

22.2 In case of short-term users, the Distribution Licensee(s) may invoice the user and the user shall pay the charges to the concerned Licensee(s) directly. The SLDC shall assist / advise the Distribution Licensee in the matter of energy accounting and allocation.

22.3 All open access users shall pay the charges payable under the open access agreement from the date of commencement of open access specified in the open access agreement, 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 concerned licensee(s) whose networks are being used.

22.4 In case of underutilization leading to surrender or cancellation of contracted capacity, the user shall pay such charges and in such manner as set out in clause 19 above.

22.5 Meter readings and Billing in respect of open access for supply to consumers:

The Distribution Licensee in whose area the consumer is located shall take the meter readings at the exit point. The billing shall be done by the respective Licensees as per the open access agreement under clause 16 read with the provisions of clauses 21 and 24 of this Regulation.

22.6 For the purpose of clause 22.5 above, a consumer using the Transmission and /or Distribution systems for his total power requirements without any contracted maximum demand (CMD) from the Distribution licensee shall be deemed to be a consumer of the distribution licensee in whose area the consumer is located.

23. Other matters

23.1 **Coordination among licensees and SLDC:** For the success of open access implementation, the licensees and the State Load Dispatch Centre shall carry out information exchange among themselves on a daily basis to determine the level of open access transactions in their respective areas of supply, energy flows, loading of transmission and distribution lines and equipment to determine system stability, available capacity, congestions in the networks, etc.

23.2 **Information requirements:** The licensees and the State Load Dispatch Centre shall maintain the following information on their websites in order to ensure

transparency and carry out information exchange among themselves required to process open access applications:

(i) Transmission and / or wheeling charges, as the case may be, for open access users located within the State; and

(ii) A status report on the current long-term users indicating name of user, period of the access granted (start date and end date), point(s) of injection and point(s) of drawal, capacity contracted and applicable charges. This report shall be updated as and when the status changes; and

(iii) Information regarding usage of the inter-regional links as well as interface between the Central Transmission Utility and State systems and inter-state links indicating time of updating, name of the link, total transmission capacity of the link, scheduled capacity use and current capacity of the link in use. This information shall be updated at least on hourly basis and wherever feasible on 15-minute basis.

23.3 Quality of supply: The licensee(s) shall ensure compliance with Grid Code wherever applicable. The Distribution Licensees shall also comply with the quality of supply standards as prescribed under the Telangana State Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2016 (Regulation No.5 of 2016) in respect of all open access users of its network.

23.4 Energy and Demand Balancing: All open access users, and the users covered under clause 8.2, shall make reasonable endeavour to ensure that their 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 licensee shall strictly adhere to the Clauses in **Part-B** of this Regulation.

23.5 Curtailment due to constraints: The licensee, based on directions from SLDC, may curtail power to any open access user or users, whether long-term, medium-term or short-term, in an event of emergency threatening grid security and stability. As far as practicable, the priority in curtailment shall be as prescribed hereunder:

(a) Short-term open access users of the network shall be curtailed in the first step, followed by

(b) All other consumers including medium-term open access users and long-term open access users, but excluding distribution licensees, in ascending order of contract period, followed by

(c) Distribution licensees.

24. General Terms and Conditions of Supply

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 drawals 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.	<i>< self-generated by consumer ></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>	

*< * 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)	<i>< Captive/Third party ></i>			
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	
---	--

Place:

Signature (with
stamp):

Date:

Name & Designation:

.....

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	
---	--

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.	Utility in which it is embedded									
	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.	Details of Bidding <i>< 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.*