



**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**

**VIDYUT SOUDHA: VIJAYAWADA**

CIN: U31909AP1998SGC107226 Website: www.aptransco.co.in

**ABSTRACT**

Sub: Commercial – Formats for processing Long Term Open Access – Orders issued.

T.O.O (CE-Power Systems, Planning & Designs) M.S.No. 2073, Dt.25.01.2021.

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**ORDER**

1. After careful consideration of the matter, APTRANSCO have accorded approval for the following process flow for processing Long Term Open Access

Action	Action by	Form
Submit application for Long Term Open Access	Applicant	Form L1 Application for Long Term Open Access
Check Application	Chief Engineer/ Power Systems, Planning & Designs	Form L2 Level 1 Pre-Feasibility Check List
Checks for Technical Feasibility	Chief General Manager/ APDISCOM(s) Chief Engineer/Zone(s)	Form L3 Level 2 DISCOM/APTRANSCO Zone Check List
Checks for SLDC requirements	APSLDC Chief Engineer/ Power Systems, Planning & Designs	Form L4 Level 3 APSLDC Check List
Letter of Invitation for Concluding LTOA Agreement	Chief Engineer/ Power Systems, Planning & Designs	Form L5
LTOA Agreement	Chief Engineer/ Power Systems, Planning & Designs, Chief General Manager/APDISCOM(s) & Open Access User	Form L6

2. These orders are available on APTRANSCO website and can be accessed at the address <http://www.aptransco.co.in>.

(BY ORDER AND IN THE NAME OF TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED)

Srikant Nagulapalli

**Dr. SRIKANT NAGULAPALLI**  
CHAIRMAN and MANAGING DIRECTOR

**To**

All Functional heads /APTransco/ Vidyut Soudha/Vijayawada.

**File No.ENE51-COM0OPAC/3/2021-EECOM**

The FA&CCA/APTRANSCO/Vidyut Soudha/ Vijayawada.  
The Chief Engineers/Zones/Kadapa/Vijayawada/ Visakhapatnam.  
The Chief General Manager/ EC, EA & Solar Energy/APEPDCL/ Visakhapatnam.  
The Chief General Manager/ PPA & RA/APEPDCL/ Visakhapatnam.  
The Chief General Manager/O&M/APSPDCL/ Tirupathi.  
The Chief General Manager/Revenue & Audit/APSPDCL/ Tirupathi.  
The Chief General Manager/IPC/ APCPDCL/Vijayawada.  
The Chief General Manager/Revenue & Audit/ APCPDCL/Vijayawada.  
All Superintending Engineers in Kadapa, Vijayawada, Visakhapatnam Zones.

**Copy to:**

PS to Chairman & Managing Director/APTransco/VS/Vijayawda.  
PS to Chairman & Managing Director/APSPDCL/Tirupathi.  
PS to Chairman & Managing Director/APEPDCL/Visakhapatnam.  
PS to Chairman & Managing Director/APCPDCL/Vijayawada.  
PS to Joint Managing Director(Vigilance& Security)/APTransco/V.S/Vijayawda.  
PS to Joint Managing Director/APTransco/V.S/Vijayawda.  
PS to Director/Finance/APTransco/V.S/Vijayawda.  
PS to Director (Grid Management &Transmission Management)/APTransco/V.S/Vijayawda.

Signed by SRIKANT  
NAGULAPALLI  
Date: 23-01-2021 12:58:02  
Reason: Approved

# Form L1

## APPLICATION FOR LONG TERM OPEN ACCESS

Application No: 

0	0	0	L	Y	Y	Y	Y	R	R
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### 1. APPLICANT INFORMATION

Name: \_\_\_\_\_

Applicant Type:  Buyer  Seller  Trader  Captive Generator

Approval No: in case of Existing Long Term Open Access User: \_\_\_\_\_

Address for Correspondence: \_\_\_\_\_  
D.No. Street Mandal/City District State 

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 Pincode

Registered Address: \_\_\_\_\_  
D.No. Street Area Mandal/City District State 

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 Pincode

Enclosed Company Registration Document GST No: \_\_\_\_\_  Enclosed GST Copy

Contact Person details :  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Cell No: 

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Email: \_\_\_\_\_

Alternate Person details :  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Cell No: 

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Email : \_\_\_\_\_

### 2. ENTRY POINT DETAILS

Name of the Generator: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: \_\_\_\_\_  
Plot.No Village Mandal District Discom Area

Connected Sub Station: \_\_\_\_\_ Voltage Level: \_\_\_\_\_ KV

Type of Generation:  Solar  Wind  Mini Hydel  Others Type of Fuel: \_\_\_\_\_

No. of Units and capacity of each unit \_\_\_\_\_ Total Capacity: \_\_\_\_\_ MW

Base load station or Peak load station \_\_\_\_\_ If Peak load, then what is the estimated hours of running \_\_\_\_\_

If it is a hydro plant,  Run of the river  Reservoir  Multi-purpose  Pump Storage

MU generation in an year in case of Hydro plant \_\_\_\_\_

In case of Hydro Station, it is an identified project of CEA

Type of Open Access:  Captive  3<sup>rd</sup>Party

Date of Synchronization: 

D	D	M	M	Y	Y	Y	Y
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### 3. ENTRY POINT METERING DETAILS

Location of ABT Meters:  Generator Premises  Pooling Substation Premises  APTRANSCO Grid SS  APDISCOM Grid SS

**Meter Details:**

	Main Meter	Check Meter	Stand by Meter
Sl.No.			
Class of Accuracy			
Make			

**CTs Details:**

	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**PTs Details:**

	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**4. EXIT POINT(S) DETAILS**

Name of the Consumer	HTSC NO:	Location		DISCOM Area	Connected SS Code	Voltage Level in KV	CMD in KVA
		Plot No	Village-LGD Code				
<b>Consumer 1</b>							
<b>Consumer 2</b>							

(Add as many rows as there are consumers)

**5. EXIT POINT (S) METERING DETAILS****Consumer 1:**Location of Main & Check Meters:  Consumer PremisesLocation of Stand By Meter:  Consumer Premises  APTRANSCO Grid SS  APDISCOM Grid SS**Meter Details:**

	Main Meter	Check Meter	Stand by Meter
Sl.No.			
Class of Accuracy			
Make			

**CTs Details:**

	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**PTs Details:**

	Serial No	Class of Accuracy	Burden	Ratio
Main & Check				
Stand by				

**Consumer 2:** (Add as many sections as there are consumers)

## 6. DETAILS OF OPEN ACCESS

Open Access Capacity: \_\_\_\_\_

Name of the Exit Point(S)/ Consumer(S)	Allocation Capacity in MW	Proportionate allocation with respect to Entry Point	Period & Time	
			From	To

(Add as many rows as there are consumers)

**Note:** Open Access Charges are applicable on Maximum Entry Point Capacity Only.

## 7. DETAILS OF PPA/PSA/MOU(FOR THIRD PARTY SALE)

Name & Address of Parties		Date of PPA/PSA/MOU	Validity Period		Capacity
Generator	Consumer		Commencement	Expiry	MW

## 8. DETAILS OF APPLICATION FEE

RTGS Ref/DD.No: \_\_\_\_\_ Bank Name : \_\_\_\_\_ Amount : Rs. \_\_\_\_\_

Date:

D	D	M	M	Y	Y	Y	Y
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## 9. DOCUMENTS UPLOADED

- Customer ID Form
- GST Registration Certificate
- NREDCAP approved Capacity  MW
- NREDCAP Agreement entered  NREDCAP Agreement number: \_\_\_\_\_
- Connectivity Permit/Technical Feasibility
- Approved Drawing
- CEIG Approval
- Commissioning/Synchronization Certificate
- Share Holding Pattern issued by Chartered Accountant in case of Captive Purpose
- Copy of PPA/PSA/MOU in case of Third Party Sale
- Priority Letter(s) of Consumer(s)/Exit Point(s)
- HT Bills of Entry Point/Generator and Exit Point/Consumer(s)

## 10. DECLARATION:

I, Mr./Ms \_\_\_\_\_ Designation: \_\_\_\_\_ do hereby undertake on behalf of  
Ms. \_\_\_\_\_ and declare that I agree to the following conditions

1. To pay monthly transmission charges and losses in kind to APTRANSCO and wheeling charges and also losses in kind to APDISCOMs as per applicability based on the Tariff Orders issued by APERC from time to time.
2. To pay monthly SLDC charges as per the Tariff Orders issued by APERC from time to time before 5<sup>th</sup> of the month.
3. To pay Security Deposit of two months SLDC charges and transmission charges to APTRANSCO and Security Deposit of two months wheeling charges to APDISCOMs before commencement of Open Access agreement.
4. To provide Letter of Credit towards imbalance in supply and consumption of electricity for a period of 10 days, before commencement of Open Access to APDISCOMs.
5. To pay HT Power bills at generator end for drawl of auxiliary power from APDISCOMs.
6. To pay Deviation Settlement Mechanism Charges as per APERC Regulation 4 of 2017 and its subsequent amendments.
7. To provide interface meters and metering equipment as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015, T.O.O (ED/Plg., RAC & Reforms) Ms. No.10 Dated:28-02-2014, T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015 and APERC Regulation 3 of 2017.
8. To execute the Long-Term Open Access agreement after receiving the approval from the APTRANSCO as early as possible failing which APTRANSCO has right to cancel the approval without any further notice.
9. To have a valid license (No \_\_\_\_\_ issued by \_\_\_\_\_ and valid up to \_\_\_\_\_) for intra state trading and will abide by the APERC (intra state trading) Regulation 2005 as notified and amended from time to time. (This clause is applicable only in case applicant is a Trader)

10. The applicant hereby agrees to keep APTRANSCO indemnified at all times and undertakes to indemnify, defend and save the APTRANSCO 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 his approval.
11. To abide by the following
- a. The responsibility of ensuring compliances with the provisions of Electricity Act, 2003.
  - b. The provisions of the APERC (terms & conditions of Open Access) Regulation 2005, APERC (Interim balancing and Settlement Code) Regulation 2006 and AP State Grid code in force from time to time. .
  - c. Regulation on Levy and collection of fees and charges by SLDC vide Regulation No. 1/2006.
  - d. Regulations on Interim Balancing and Settlement Code for Open Access transactions vide Regulation No. 2/2006 and its subsequent amendments issued by APERC.
  - e. Fulfillment of conditions laid down in Electricity Rules 2005 for requirement of Captive Generating Plant and minimum usage of energy for captive (for exemption to payment of cross subsidy surcharge).
  - f. Regulation on RPPO vide APERC Regulation No.1 of 2012 and its subsequent amendments.
  - g. Regulation on Power evacuation from Captive generation, cogeneration and Renewable Energy Source Power Plants (Regulation 3 of 2017).
  - h. Regulation on Forecasting, Scheduling and Deviation settlement of Solar and wind generation (Regulation 4 of 2017).
  - i. Any other Regulation / Rules / Conditions and amendment to the existing regulations as may be issued by APERC from time to time.
  - j. SCADA & DSM provision should be available at entry point(Generator)-(information may be obtained from Chief Engineer/SLDC/Vijayawada).
  - k. The generator has to stop pumping power to APTRANSCO/APDISCOMS grid on expiry of the agreement. Any power exported to APTRANSCO/APDISCOMS grid after expiry of the agreement shall be treated as **inadvertent power** and no claim can be made for it by the generator. In addition charges/penalty may also be levied on the generator as determined by APERC.

I hereby certify that all information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Signature of the applicant

Date: 

D	D	M	M	Y	Y	Y	Y
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## DETAILED PROCEDURE FOR FILING LONG TERM OPEN ACCESS APPLICATION

1. Duly filled LTOA application available in APTRANSCO website along with 10,000/-Processing fee + 1800/-GST (<https://aptransco.co.in> Home → DOWNLOADS → Technical → Open Access → Application Form for Grant of Long Term Open Access)

**Name of Bank:** State Bank of India **Payee:** SLDC, APTRANSCO **Branch:** MID Corporate Branch, Ramavarappadu Ring road, Vijayawada. **IFSC:** SBIN0016576 **A/c No:** 62033399935

2. Duly filled Customer ID form.( APTRANSCO Home →Departmental Home → Master Data Forms →Customer ID)
3. Grid Connectivity Approval /Technical feasibility of the Generator from APTRANSCO/APDISCOMs.
4. Synchronization/Commissioning Certificate of Generator.
5. Statutory Approval under Section 54 of Electricity Act 2003 and Regulation 43(3) & 32 of CEA(Measures relating to safety and Electricity supply Regulations, 2010) accorded by CEIG.
6. Letters of MRI compatibility of ABT Energy Meters with EBC data base of Entry Point & Exit Points issued by APTRANSCO/APDISCOMs.
7. Metering arrangement approved drawing along with details of CT, PT and ABT Meters at entry point and exit point. In case of cluster scheme metering arrangement approved drawing along with details of CT,PT and ABT Meters at pooling station.
8. In case Open Access is being requested for Captive Purpose, Share Holding Pattern issued by Chartered Accountant as per the conditions laid down in Electricity Rules 2005.

Certifying that

- (i) not less than twenty six percent of the ownership is held by the captive user(s), and
- (ii) not less than fifty one percent of the aggregate electricity generated in such plant, determined on an annual basis, is consumed for the captive use:

9. In case Open Access is being requested for Third Party Purpose, Copy of PPA entered between Generator& Consumer.
10. For new Wind & Solar developers connected to the Grid, including those connected through pooling stations and supplying power to the DISCOMs, or to third parties through open access or for captive consumption through open access, and selling power within or outside the State as per the para 4.2(a) of APERC Regulation 4 of 2017 shall provide the QCA Letter & Agreement.
11. SCADA & DSM provision should be available at entry point(Generator) - (information may be obtained from the Chief Engineer/SLDC/Vijayawada)

**Form L2**  
**LEVEL - 1**  
**PRE-FEASIBILITY CHECK LIST**

Application No.

0	0	0	L	Y	Y	Y	Y	R	R
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**1. APPLICANT INFORMATION**

- Customer ID Form checked and found to be matching with the application.
- GST Registration Certificate checked and found to be matching with the application.

**2. ENTRY POINT DETAILS**

- NREDCAP Approval: checked and found to be in the name of the Generator.
- Connectivity Approval/ Technical Feasibility: Approval checked and found to be in the name of the Generator.
- CEIG Approval: checked and found to be in the name of the Generator.
- Approved Drawing exists
- Synchronization/Commissioning Certificate Submitted
- HT Bill Copy Submitted
- Share Holding Pattern issued by Chartered Accountant (In case of Captive Generator only)Submitted

**3. EXIT POINT(S) DETAILS**

- HT Bill Copy(ies) Submitted
- Priority Letter(s) of Consumer(s)/Exit Point(s) Submitted

**4. DETAILS OF PPA/PSA/ MOU**

- In case of Open Access for Third Party Sale, Copy of PPA/PSA/MOU furnished

\_\_\_\_\_  
Signature of Scrutinizing Authority

Date:

D	D	M	M	Y	Y	Y	Y
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# FormL3

## LEVEL-2: DISCOM/APTRANSCO ZONE CHECK LIST

Application No: 

0	0	0	L	Y	Y	Y	Y	R	R
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### 1. ENTRY POINT DETAILS

- Connected Substation of the Generator mentioned in the application is correct.
- Connected Voltage level of the Generator mentioned in the application is correct.
- Date of Synchronization mentioned in the application is correct.

### 2. ENTRY POINT METERING

- Location of ABT Interface Meters confirmed:  Generator Premises  Pooling Substation Premises  APTRANSCO Grid SS  APDISCOM Grid SS
- Location of Interface meters(Main, Check & Standby) are as per APERC Regulation No. 3 of 2017 and as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015 and CEA metering Regulation
  - ABT Meters (0.2 S) and the metering equipment CTs (0.2S, 5VA, ISF≤5), PTs (0.2, 10VA) are provided as per T.O.O (ED/Pig., RAC & Reforms) Ms. No.10 Dated:28-02-2014 and T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015.
  - Equipment arrangement from SS end to Generator end at entry point is as per approved drawing.

### 3. EXITPOINT(s) METERING

- Consumer 1:**  
Details of feeder confirmed as:  Dedicated  Mixed
- Main & Check Meters are located at Consumer Premises
- Standby Meter is located at:  Consumer Premises  APTRANSCO Grid SS  APDISCOM Grid SS
- Note: In case of Mixed feeder, Main, Check & Standby meters should be located at Consumer Premises.
- ABT Interface Meters are Compatible with EBC Data Base at exit point.
  - Location of Interface meters (Main, Check & Standby) are as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015 and CEA metering Regulation
  - ABT Meters (0.2 S) and the metering equipment CTs (0.2S, 5VA, ISF≤5), PTs (0.2, 10VA) are provided as per T.O.O (ED/Pig., RAC & Reforms) Ms. No.10 Dated:28-02-2014 and T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015.

**Consumer 2:**  
(Add as many sections as there are consumers)

### 4. OPEN ACCESS

- Contracted Maximum Demand of Entry Point/Generator and Exit Point/Consumer(s) are as per HT Bills furnished by applicant.
- Letter of Credit amount to be collected is Rs: \_\_\_\_\_.
- Applicable Security Deposit amount towards Wheeling Charges is Rs. \_\_\_\_\_ for \_\_\_\_\_ MW.

Note: 1. The respective zone along with respective discom shall furnish the above information regarding entry point.  
2. If the exit point(s) is connected to APTRANSCO Grid, the respective zone along with respective discom shall furnish the above information regarding exit point(s).  
3. If the exit point(s) is connected to APDISCOMs Grid, only the respective discom shall furnish the above information regarding exit point(s).

Signature of Scrutinizing Authority

Date: 

D	D	M	M	Y	Y	Y	Y
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# FormL4 LEVEL-3: APSLDC CHECK LIST

Application No:

0	0	0	L	Y	Y	Y	Y	R	R
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## AT ENTRY POINT

- Commissioning/Synchronization Certificate checked and found correct.
- ABT Interface Meters are Compatible with EBC Data Base at entry point.
- SCADA Provision is available & data is reporting to APSLDC.
- DSM Provision is available.

\_\_\_\_\_  
Signature of Scrutinizing Authority

Date:

D	D	M	M	Y	Y	Y	Y
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**Form L5**  
**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**  
**VIDYUT SOUDHA :: VIJAYAWADA**

CIN: U31909AP1998SGC107226 Website: [www.aptransco.co.in](http://www.aptransco.co.in)

From  
The Chief Engineer,  
P.S, Planning & Designs  
APTRANSCO,  
Vidyut Soudha,  
Gunadala, Vijayawada- 520 004.

To (by e-mail)  
M/s

Sir,  
Sub: Long Term Intra-state Open Access Application – Letter of Invitation for concluding LTOA Agreement - Regarding.

Ref: Application No: \_\_\_\_\_

Lr.No.CE/PS,Plg&Designs/EE-Comm/DEE-OA/F- /D.No. /2021, Dt: . .2021.

<<0>>

APTRANSCO have considered your Application No \_\_\_\_\_ and invite you to sign the Agreement for \_\_\_\_\_ MW up to \_\_\_\_\_ with <APTRANSCO/DISCOMS> before 30 days from the date of e-mail of this letter duly complying with the following conditions, failing which the application stands cancelled

1. The Applicant shall pay Security Deposit of two months towards SLDC Operating charges of Rs. \_\_\_\_\_ to APTRANSCO, towards transmission charges of Rs. \_\_\_\_\_ to APTRANSCO and Wheeling Charges of Rs. \_\_\_\_\_ to AP\_\_PDCL before commencement of Open Access as per APERC Tariff Orders and Regulations as amended from time to time.
2. The Applicant shall open Letter of Credit of Rs. \_\_\_\_\_,00 towards imbalance in supply and consumption of electricity for a period of 10 days, before commencement of Open Access to AP\_\_PDCL.
3. You are requested to attend this office along with Non-Judicial Stamp Papers worth of Rs.100/- and Rs.20/- ( \_\_\_ sets).
4. **Terms and conditions:**
  - 4.1 The Applicant shall pay HT Power bills at generator end for drawl of auxiliary power from APDISCOMS.
  - 4.2 The Applicant shall pay Deviation Settlement Mechanism Charges as per APERC Regulation 4 of 2017 and its subsequent amendments.
  - 4.3 The Applicant shall submit the share holding pattern and percentage usage of electricity generated as per the conditions laid down Electricity Rules 2005 for requirement of Captive status for exemption of payment of cross subsidy surcharge to respective consumer Discom(s), otherwise the company has to pay the cross subsidy surcharge as per the bills raised by respective consumer Discom(s) as per the Orders issued by APERC from time to time.
  - 4.4 The Applicant shall abide by the following
    - a. The responsibility of ensuring compliances with the provisions of Electricity Act, 2003.
    - b. The provisions of the APERC (terms & conditions of Open Access) Regulation 2005, APERC (Interim balancing and Settlement Code) Regulation 2006 and AP State Grid code in force from time to time. .
    - c. Regulation on Levy and collection of fees and charges by SLDC vide Regulation No. 1/2006.
    - d. Regulations on Interim Balancing and Settlement Code for Open Access transactions vide Regulation No. 2/2006 and its subsequent amendments issued by APERC.
    - e. Fulfillment of conditions laid down in Electricity Rules 2005 for requirement of Captive Generating Plant and minimum usage of energy for captive (for exemption to payment of cross subsidy surcharge).
    - f. Regulation on RPPO vide APERC Regulation No.1 of 2012 and its subsequent amendments.
    - g. Regulation on Power evacuation from Captive generation, cogeneration and Renewable Energy Source Power Plants (Regulation 3 of 2017).
    - h. Interface Meters as per APERC Practice Directions No. APERC/1/2015, Dated: 29-01-2015, T.O.O (ED/Plg., RAC & Reforms) Ms. No.10 Dated:28-02-2014, T.O.O (Executive Director/HRD&Planning) Ms. No:74 Dt:04.04.2015 and APERC Regulation 3 of 2017.
    - i. Regulation on Forecasting, Scheduling and Deviation settlement of Solar and wind generation (Regulation 4 of 2017).
    - j. Any other Regulation / Rules / Conditions and amendment to the existing regulations as may be issued by APERC from time to time.
    - k. SCADA & DSM provision should be available at entry point (Generator).
5. The Generator shall stop pumping power to APTRANSCO/APDISCOMS grid on expiry of the agreement. Any power exported to APTRANSCO/ APDISCOMS grid after expiry of the agreement shall be treated as inadvertent power and no claim can be made for it by the generator. In addition charges/penalty may also be levied on the generator as determined by APERC.

Yours faithfully,

Chief Engineer  
Power Systems, Planning & Designs

Copy to: (by e-mail)

1. The Chief General Manager/\_\_\_\_\_/AP \_\_PDCL/\_\_\_\_\_.
2. The Chief Engineer/ \_\_\_\_\_ Zone / APTRANSCO/\_\_\_\_\_.
3. The Chief Engineer /SLDC/Vidyut Soudha/Vijayawada.
4. The FA&CCA/APTransco/Vidyut Soudha / Vijayawada.
5. The Superintending Engineer/ EBC/APTRANSCO / Vijayawada.
6. The Superintending Engineer/ Operation/AP\_\_PDCL / \_\_\_\_\_.
7. The Superintending Engineer /OMC/APTRANSCO/ \_\_\_\_\_.

## Form L6

THIS OPEN ACCESS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

### **BETWEEN:**

**TRANSMISSION CORPORATION OF ANDHRA PRADESH**, a company organized and existing under the laws of India with its registered office at \_\_\_\_\_ (hereinafter referred to as "APTRANSCO" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) represented by Chief Engineer (Commercial), APTRANSCO as the party of the first part.

[ \_\_\_\_\_ ] a company organized and existing under the laws of India with its registered office at \_\_\_\_\_ (hereinafter referred to as "APDISCOM" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees), represented by Chief General Manager (Commercial), APDISCOM as party of the second part:

AND ----- a consumer having his premises located at -----/

\_\_\_\_\_, a company incorporated and existing under the laws of \_\_\_\_\_ having its principal office at \_\_\_\_\_ (hereinafter referred to as "Open Access User" which expression shall unless repugnant to the subject or context, means and includes its successors and assignees) as party of the third part:

(Collectively referred to as "parties<sup>1</sup>")

### **WHEREAS:**

APTRANSCO, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, is engaged in the business of transmission of electricity in the state of Andhra Pradesh:

APDISCOM, pursuant to grant of license by the Andhra Pradesh Electricity Regulatory Commission, is engaged in the business of distribution of electricity in the State of Andhra Pradesh, 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 APTRANSCO and APDISCOM.

The Open Access User had filed the application at Schedule-I with the Nodal Agency for grant of Open Access in the manner provided under the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005); hereinafter referred to as the Regulation.

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

### **Article 1: DEFINITIONS**

1. In this Agreement, unless the context otherwise requires:

- (a) "Act" means the Electricity Act, 2003:
- (b) "AP Grid Code" means the Code of Technical Interface of Andhra Pradesh, as approved by the Commission and amended from time to time:
- (c) "Commission" means the Andhra Pradesh Electricity Regulatory Commission:
- (d) "Central Electricity Regulatory Commission" or "CERC" means the Commission constituted and empowered under Section 76(1) and other applicable provisions of the Act:
- (e) "Contracted Capacity" in the context of open access for supply to consumers means the capacity contracted in megawatts (MW) or kilowatts (kW) or kilo volt ampere (kVA) for transmission and / or wheeling to a consumer under open access:
- (f) "Distribution Code" means the Distribution Code for the State of Andhra Pradesh as approved by the Commission from time to time:
- (g) "Effective date" shall mean the date upon which the Parties execute this Agreement:
- (h) "Entry Point" means a point at which electricity is injected into the electricity transmission network or the electricity distribution network:
- (i) "Exit Point" means a point at which electricity is drawn from the electricity transmission network or the electricity distribution network:
- (j) "Invoice" means the main Invoice and Supplemental Invoice as defined in Article 5 of this Agreement:
- (k) "Inter-State transmission system" means Inter-state transmission system as defined in the Act.
- (l) "Nodal Agency" means the Nodal Agency as defined in the Clause 5 of the Regulation:
- (m) "Regulation" means the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulation, 2005 (No. 2 of 2005)
- (n) "Scheduled Consumer": Means the consumer of the Open Access User who also has a subsisting agreement with the APDISCOM for supply to meet a part of his requirement.

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

- (o) "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 APTRANSCO from time to time.
- (p) "User" or "Open Access User" means a person, other than a Short-term User, as defined in the Regulation, using or intending to use the transmission system and / or the distribution system of the licensees in the State for receiving supply of electricity from a person other than the distribution licensee of his area of supply, and the expression includes a generating company and licensee.
- (q) "Wheeling Service" means the operations whereby the distribution system of APDISCOM along with the associated facilities of a transmission licensee or otherwise as the case may be, are used by another person for conveyance of electricity on payment of charges determined by the Commission from time to time.

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

**Article 2: PROCEDURE FOR AVAILING TRANSMISSION AND WHEELING SERVICES.**

- 2.1 Prior to receiving Transmission and Wheeling Service from APTRANSCO and / or APDISCOM, 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 there under..
- 2.2 The Open Access User further agrees and undertakes inter alia, to comply with:
  - (a) The technical requirements and infrastructure / equipment standards prescribed by APTRANSCO and APDISCOM, including applicable provisions of the AP Grid Code, the Distribution Code and any other applicable guidelines, as may be specified by the Commission from time to time and as may be necessary in order to entitle the Open Access User to avail Transmission and Wheeling Services.
  - (b) Such payment security mechanism/instrument for availing Transmission and Wheeling Services as prescribed under Article 5 of this Agreement and as modified from time to time:
  - (c) Any other technical, or operational criteria prescribed by APTRANSCO and / or APDISCOM 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 Andhra Pradesh, the Open Access User may avail start-up power, for which it shall enter into a separate agreement with the concerned APDISCOM.
  - (f) The Open Access User shall ensure that the Open Access Consumers maintain a Power Factor not less than 0.9 lag failing which the Open Access Consumer shall pay a Power Factor Surcharge levied in the monthly bills as per APDISCOM's rules in force and recover from the Open Access Consumers. In respect of Scheduled Consumers the bill will be rendered by the APDISCOM to them and charges collected. Similarly, Open Access User shall also maintain Power Factor of the Electricity delivered for transmitting / wheeling at 0.9 as per the reading taken from export meters at Interconnection Point, failing which the Open Access User shall pay Power factor surcharge as applicable to the Open Access Consumer.
  - (g) The APDISCOM shall not be obligated to disconnect the supply of power to any of the Scheduled Consumers for any failure on their part to comply with the terms and conditions of any agreements between the Open Access User and Scheduled Consumers. In respect of Open Access Consumers the Open Access User would initiate necessary action as per the terms of agreement between them, without any reference to APTRANSCO / APDISCOM. Notwithstanding the above, the Open Access User shall be responsible for payment obligations as provided in this Agreement for the Contracted Capacity.
- 2.2.1 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 APTRANSCO and / or APDISCOM is required to construct or augment any electrical plant or line in order to extend Transmission and Wheeling Services to the Open Access User, APTRANSCO and / or APDISCOM 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 intra-state transmission system and / or distribution system by the Open Access User, it agrees to pay the inter-state transmission charges and/or wheeling charges, as approved by CERC from time to time in addition to transmission charges and/or wheeling charges payable for the use of intra-state system as approved by the Commission.
- 2.5 Scheduling and system operation charges (also called as SLDC charges) shall be payable by the Open Access User/Generators and Licensees using the services of SLDC. Such charges shall be governed by the relevant regulations or orders issued by the Commission from time to time.

- 2.6 The Open Access User shall pay the charges payable under this Agreement from the date of Commencement of open access specified in the Schedule I, regardless of whether or not such open access is used on and from that date, except if the failure to use such open access is due to the default of the APTRANSCO and/ or APDISCOM.
- 2.7 In the event of Open Access User's surrender of whole or part of contracted capacity, or reduction / cancellation of the capacity allotted to the User as per clause 15.1 or 15.2 of the Regulation, the Open Access User shall pay all charges, including compensatory charges in the manner specified in the Regulation as per Schedule-I.

### **Article 3: TRANSMISSION AND WHEELING SERVICES**

- 3.1 Subject to the provisions of the Regulation and on such terms and conditions herein agreed, APTRANSCO and APDISCOM agree and undertake to provide Transmission and Wheeling Services to the Open Access User, as described and arranged in Schedule I hereto, on payment of transmission and wheeling charges, and any other applicable charges, as specified by the Commission.
- 3.2 The criteria for allotment of capacity shall be as specified in the Clause 9 of the Regulation. In case of insufficient spare capacity / congestion the allocations shall be done as per Clause 9.3.1 of the Regulation.
- 3.3 In the event the Open Access User expects to underutilize the capacity contracted under open access, the Open Access User may surrender a part of the capacity subject, however, to an advance notice of 15 days , along with an explanation for such underutilization.
- 3.4 In the event of underutilization of the capacity contracted by the Open Access User, which, if made available, could be used to meet requirements of other applicant (s), the State Transmission Utility in its capacity as the Nodal Agency, on the advice of APTRANSCO and / or on the advice of APDISCOM may consider reduction or cancellation of the capacity allocated to the Open Access User notwithstanding the Article 15 of this agreement.

Provided that the APTRANSCO / APDISCOM shall not 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 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 shall have the flexibility to change entry and/or exit points twice a year subject to the provisions of the Regulation.

### **Article 5: INVOICE AND PAYMENTS**

- 5.1 For Transmission and Wheeling Services provided to the Open Access User under this Agreement, the APDISCOM will charge and bill the Open Access User for all charges as specified in clause 17 of the regulation as applicable and the Open Access User will pay APDISCOM in accordance with the rates / charges specified by the Commission or the Nodal Agency (in case of congestion) from time to time, on the basis of the settlement statement determined in accordance with the Balancing and Settlement Code approved by the Commission as amended from time to time. In the event of the usage of the transmission system of APTRANSCO along with the distribution system of the APDISCOMS, the Open Access User shall pay the appropriate charges to APTRANSCO within 15 days of the raising of invoice by the APTRANSCO.
- 5.2 Notwithstanding anything contained in Article 5.1 above, in the event the contracted capacity of the Open Access User has been accommodated through a congested corridor of the network, the Open Access User then will pay charges as provided in Clause 9.3.1 of the Regulation.

#### **Invoice:**

- 5.3 APDISCOM shall provide to the Open Access User an Invoice based on the following:
- (a) Meter reading taken pursuant to Article 7 herein and in accordance with Clauses 18.5 and 18.6 of the Regulation and the Balancing and Settlement Code.
  - (b) The charges / tariff determined by the Commission 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.

#### **Supplementary Invoice:**

- 5.5 Any amount due to APTRANSCO or APDISCOM 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.
- 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 (see Schedule-II) 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 APDISCOM 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 APDISCOM (invoicing agency) for a period of two months.

- 5.9 The APDISCOM 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 APDISCOM in accordance with the Act, the APDISCOM'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 (see Schedule-II) having validity for the agreement period.

*Provided* that such security shall be for enabling the APDISCOM 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 APDISCOM 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 into 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, the 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 (PCPP) 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 APTRANSCO / APDISCOM shall not be obliged to commence wheeling services till such LC is opened.

The LC shall be negotiated by the APDISCOM, 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 APDISCOM, shall constitute a valid ground for APTRANSCO and/or APDISCOM to terminate such Transmission and / or Wheeling Service forthwith, as also to take such measures as prescribed under this Agreement or law applicable.

**Article 6: SCHEDULING AND CURTAILMENT**

- 6.1 Subject to the Regulation, the Open Access User agrees to comply with the procedures for availing Transmission and Wheeling Services in the matter of scheduling as specified by the Commission in the Balancing and Settlement Code or otherwise.
- 6.2 In case of constraints, the APTRANSCO and/or APDISCOM, based on such direction(s) from SLDC, may curtail power to Open Access User in an event of emergency / threatening grid security and stability. The prioritization shall be as specified in Clause 19.5 of the Regulation.

**Article 7: METERING**

- 7.1 Subject to the provisions of Section 55 of the Act, the Open Access User undertakes to provide special energy meters capable of measuring active energy, reactive energy, average frequency and demand integration in each 15-minute time block, with a built-in calendar and clock and conforming to BIS / CBIP Technical Report / IEC Standards, as well as the relevant provisions under the AP Grid Code and Distribution Code, at all entry and exit points.

- 7.2 The Open Access User agrees to be responsible for compliance with all statutory and regulatory requirements in relation to the accuracy, use and installation of the metering equipment.
- 7.3 The Open Access User agrees and undertakes to provide any metering information or such other information to APTRANSCO and APDISCOM as may reasonably be required by APTRANSCO and APDISCOM from time to time, in accordance with the guidelines specified by the Commission from time to time.
- 7.4 The concerned APDISCOM and / or APTRANSCO shall take the meter readings at the entry / exit points and the same shall be signed by the APDISCOM / APTRANSCO 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, APDISCOM shall issue a notice to such Open Access User ("Default Notice"), specifying that the Open Access User has defaulted in its payment obligations towards APTRANSCO / APDISCOM and that it shall be afforded an opportunity to pay the unpaid Invoice amount, with interest thereon as per the APDISCOM'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, APTRANSCO and / or APDISCOM shall be entitled to disconnect the installation of the User without further notice and APTRANSCO / APDISCOM 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, APTRANSCO and / or APDISCOM shall be entitled to issue appropriate advice to de-energise the connection granted to the Open Access User forthwith, in accordance with the Clause 20 of the Regulation and the procedures outlined in the AP Grid Code or Distribution Code or the APDISCOM'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, APTRANSCO and/or APDISCOM 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 APTRANSCO.
- (b) In the event, Open Access User commits a breach of any terms of Agreement, the APTRANSCO and/or APDISCOM shall be entitled to specific performance of this Agreement or claim such damages as would be available under Law or both, as its option, by giving 30 days' notice to Open Access User.
- (c) If the default continues for a period of 30 days or more, either party will have a right to issue a preliminary notice for termination of this Agreement. If the default is not cured within 30 days thereafter, either party can terminate this Agreement and claim damages at its option.

#### **Article 9: ASSIGNMENT**

The Open Access User shall not assign, sell, convey or otherwise transfer this Agreement, or any of its rights or obligations there under, without prior express written consent of the APTRANSCO and/or APDISCOM. 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 APTRANSCO and/or APDISCOM, but such assignment or transfer shall not release the assigning or transferring Open Access User from its duties and obligations unless specifically provided in the written consent and in the assignment, conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duties and obligations of the assignor unless all the Parties specifically agree otherwise.



#### **Article 10: NOTICES**

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

\_\_\_\_\_

\_\_\_\_\_

If to APTRANSCO

\_\_\_\_\_

\_\_\_\_\_

If to APDISCOM

\_\_\_\_\_

10.2 All notices given in accordance with this Agreement shall be deemed to have been served as follows:

- (a) If delivered by hand, at the time of delivery:
- (b) If posted, at the expiration of six (6) days after the envelope containing the same was delivered into the custody of the postal authorities:
- (c) If communicated by facsimile, on receipt of confirmation of successful transmission.

#### **Article 11: GOVERNING LAW & JURISDICTION**

11.1 This Agreement and its substantive provisions shall be governed by, interpreted and construed in accordance with the laws of India.

11.2 The Courts situated in the State of Andhra Pradesh alone will have jurisdiction to decide any matter arising from this Agreement.

#### **Article 12: DISPUTE RESOLUTION**

12.1 Parties shall settle every Dispute between them in accordance with, first, Article 12.2 and then Article 12.3, subject to the limitation set forth in Article 12.4.

12.2 Consultation

Notwithstanding anything contained to the contrary in this Agreement, Parties shall first attempt to settle every Dispute amicably between themselves by reference to their senior management who shall consult with each other for a period of thirty (30) Days to resolve the Dispute.

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

**12.3 Reference to forum for redressal of consumer grievances**

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

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

Provided, if the dispute involves Nodal Agency itself, the said dispute may be referred to Forum for Redressal of Consumer Grievances set up under Regulation No.1 of 2004 by APERC, for resolution. Any resolution award granted shall be final and binding on the Parties and shall be enforceable in the court of competent jurisdiction.

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

#### **Article 13: FORCE MAJEURE**

13.1 Events such as war, mutiny, civil commotion, riot, flood, cyclone, lighting, earthquake or other force and strike, lockout, fire affecting the premises, installations and activities of any of the parties herein shall constitute force majeure events for the purpose of this Agreement.

13.2 If any person being party to this Agreement is unable to, wholly or in part, perform on time and as required, any obligation under such open access agreement or the Regulation because of the occurrence of a force majeure event, then, subject to this Agreement, that obligation shall be treated as suspended to the extent and for so long as the affected person's ability to perform such obligations remains affected by that force majeure event.

## **Article 14: UNDERTAKINGS**

14.1 **Quality of Supply:** The APTRANSCO and APDISCOM shall endeavor to ensure compliance with Grid Code wherever applicable. The APDISCOM shall also comply with the quality of supply standards as prescribed under the Andhra Pradesh Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 2004 (No. 7 of 2004) in respect of all Open Access Users of its network.

14.2 **Energy and Demand Balancing:** Open Access User shall make reasonable endeavor to ensure that his actual demand or actual sent-out capacity, as the case may be, at an inter-connection does not exceed the Contracted Maximum Demand or allocated sent-out capacity for that inter-connection:

*Provided* that for carrying out balancing and settlement of energy and demand at all entry and exit points relating to open access agreements, the APTRANSCO and APDISCOM and Open Access Users shall strictly adhere to the Balancing and Settlement Code approved by the Commission, as amended from time to time.

## **Article 15: MODIFICATION**

### 15.1 **Amendments**

The provisions under the Act, Open Access Regulations, rules and amendments made there under, including, charges, etc shall guide this Agreement. The Parties hereby unconditionally consent to execute necessary amendments to this Agreement to bring into effect any amendments to the Act, rules and regulations made there under.

### 15.2 **No waiver**

The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

No oral or written modification of this Agreement either or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorised representatives of the Open Access User, APTRANSCO and the APDISCOM.

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 WHERE OF**, the Parties by their duly authorized representatives have executed this Agreement on the day first above written.

For and on behalf of  
TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

Chief General Manager / Power Systems, Planning & Designs

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

For and on behalf of  
APDISCOMs

Chief General Manager

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

**Note:** Add as many parties as there are APDISCOMs.

For and on behalf of  
M/s

Authorized Signatory

Name:

Date:

WITNESS

1. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

2. \_\_\_\_\_(Name & Designation) \_\_\_\_\_

# SCHEDULE – I

(Please see Article 2.7 of Agreement)

## 1. ENTRY POINT DETAILS

Application No:

Name of the Generator: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: \_\_\_\_\_  
Plot.No                      Village                      Mandal                      District                      Discom Area

Connected Sub Station: \_\_\_\_\_ Voltage Level: \_\_\_\_\_ KV

Type of Generation:  Solar  Wind  Mini Hydel  Others      Capacity: \_\_\_\_\_ MW

Type of Open Access:  Captive  3<sup>rd</sup>Party

Date of Synchronization:

## 2. EXIT POINT(S) DETAILS

Name of the Consumer: \_\_\_\_\_ HTSC NO: \_\_\_\_\_

Location: \_\_\_\_\_  
Plot.No                      Village                      Mandal                      District                      Discom Area

Connected Sub Station: \_\_\_\_\_ Voltage Level: \_\_\_\_\_ KV

Allocation Capacity at Injecting Point: \_\_\_\_\_ MW    CMD: \_\_\_\_\_ KVA

(Add as many consumers as there are exit points)

## 3. INTERVENING DISCOM(S)

APSPDCL     APEPDCL     APCPDCL

## 4. DETAILS OF OPEN ACCESS

Open Access Capacity \_\_\_\_ MW at Entry Point.

Name of the Exit Point(S)/ Consumer(S)	HT SC No	Voltage Level	Allocation in MW	Proportionate allocation with respect to Entry Point	Period & Time	
					From	To

(Add as many rows as there are consumers)

**Note:** Open Access Charges are applicable on Maximum Entry Point Capacity Only.

## 5. DETAILS OF PAYMENT OF OPEN ACCESS CHARGES

- a. SLDC Operating Charges and Annual Fee for \_\_\_\_\_ MW to APTRANSCO.
- b. Transmission Charges for \_\_\_\_\_ MW to APTRANSCO.
- c. Wheeling Charges for \_\_\_\_\_ MW to APSPDCL.  
 Wheeling Charges for \_\_\_\_\_ MW to APCPDCL.  
 Wheeling Charges for \_\_\_\_\_ MW to APEPDCL.

**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 APDISCOM (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 APTRANSCO / 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. \_\_\_\_\_
1. All charges relating to opening, advising, confirmation, amendment, re-coupment, operation, usage, negotiation, remittance etc., or any other charges would be borne by Open Access User.
2. The amount would be paid immediately by the Bank once Letter of Credit is operated by the authorized officer of the APDISCOM (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 APTRANSCO / 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 APDISCOM (Invoicing Agency) authorized to operate the Letter of Credit.