

# HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.

(A State Govt. Undertaking)

No.HPSEBL/PR&ALDC/PC-127(Vol.III)/2015-16- 84-99

Dated: 8-4-15

To

As per List attached

**Sub: Offer for banking of power up to 300 MW on as and when available basis.**

Dear Sir(s),

HPSEB Ltd. is anticipated to be surplus in power during the months of April 2015 to October 2015 to the tune of up to 300 MW and intends to dispose off the same through banking arrangements on "As & When available/required basis" as per the following schedule and terms & conditions:

## 1) Supply of power by HPSEBL

Period	Time Blocks			
	00:00 hrs to 06:00 hrs	06:00 hrs to 18:00 hrs	18:00 hrs to 22:00 hrs	22:00 hrs to 24:00 hrs
April, 2015 to October, 2015 (on as and when available/ Required basis	Up to 300MW	Up to 300MW	Up to 300MW	Up to 300MW

## 2) Return of power by recipient utility to HPSEBL

- i) 105% of the power so banked by HPSEBL during the time blocks 06:00 hrs to 18:00 hrs & 18:00 hrs to 22:00 hrs shall be taken back during the time Blocks of 06:00 hrs 18:00 hrs on uniform MW and firm basis.
- ii) 100% of the power so banked by HPSEBL during the time blocks 00:00 hrs to 06:00 hrs and 22:00 hrs to 24:00 hrs shall be taken back in case the recipient utility returns the power during the time blocks of 06:00 hrs 18:00 hrs, otherwise 105% of the power shall be taken back during the time slots of 00:00 hrs to 06:00 hrs and 22:00 hrs 24:00 hrs. on uniform MW and firm basis.
- iii) Period for return of power by recipient utility to HPSEBL will be as under:

Sr. No.	Month of power supplied by HPSEBL	Month in which power is returnable to HPSEBL
1.	April, 15, May, 15 & June, 15	December, 2015
2.	July, 15, August, 15 & Sept. 15	January, 2016
3.	October, 15	February, 2016

**3) Due date of receipt of offer:**

Last date for submission of offers is 17:00 hrs of 17<sup>th</sup> April, 2015.

**Terms & Conditions:**

**1. Delivery Point:**

The delivery point for supply of power in either case shall be Regional Periphery i.e. NR periphery.

**2. Open Access Transmission Charges & Losses:**

**a) Upto Delivery Point:**

All Open Access Charges **upto delivery point** including SLDC charges, injection charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including Injection Losses shall be borne by the **Exporting Utility**

**b) Beyond Delivery Point:**

All Open Access Charges beyond delivery point including SLDC charges, drawl charges, RLDC Scheduling Charges or any other charges as may be applicable and all transmission losses including drawl losses shall be borne by **Importing Utility**.

**3. Scheduling:**

i) The recipient Utility shall apply for grant of Short Term Open Access and shall book the corridor/schedule the power with NRLDC. The Scheduling & Despatch of the power shall be coordinated by recipient utility with NRLDC & SLDC as per relevant provisions of IEGC and CERC Regulations. Any instruction issued/to be issued by CERC and/or any other statutory provision(s) shall also apply to scheduling & dispatch of power.

ii) The supplying utility shall reimburse the open access and scheduling charges, if any, before delivery point, to recipient utility within 7 days after receiving the bill through fax/Email failing which surcharge @ 1.25% per month calculated on day to day basis on outstanding amount after due date shall be payable by the supplying utility to recipient utility.

**4. Energy Accounting:**

i) The accounting of energy shall be carried out by both the utilities on the basis of Implemented Schedule/Final REA issued by NRPC/NRLDC and will be at Regional Periphery.

ii) Under this banking arrangement energy will be exchanged with energy only. Both the parties will take/supply the excess/less power supplied/received, if any, during the period 01.03.2016 to 15.03.2016. However, any unadjusted quantum still remains by the end of banking cycle i.e.15.03.2016, the same shall be settled @ Rs.5.25 per kWh.

**5. Revision/Cancellation of Open Access:**

Revision/Cancellation of Open Access will be with the mutual consent of both the parties and party seeking revision/cancellation will bear the additional charges payable for the same. However, revision will be allowed only in case of congestion in corridor. Loss of generation, load crash, increase/decrease in demand will not be treated as ground for revision/cancellation of schedule by either party. The applying utility will not be authorized to cancel/revise the application without the consent of other party.

**6. Rebate:**

No rebate shall be applicable on Open Access Bills.

**7. Surcharge for Late Payment:**

A surcharge of 1.25% per month calculated on day to day basis shall be applied on outstanding amount after due date of payment.

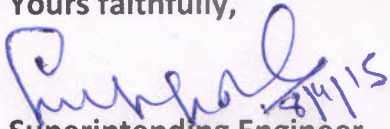
**8. Compensation for Default:**

Failure to return the contractual quantum shall be considered as breach of agreement and shortfall in energy returned shall be payable by defaulting utility i.e. @ Rs.5.25 per kWh. The amount shall be paid by defaulter utility within 7 days of receipt of bill failing which surcharge @ 1.25% per month calculated on day to day basis shall be payable after due date i.e. 7 days of receipt of bill.

**9. Dispute Resolution:**

Except, where otherwise provided in this general terms & conditions, all question of dispute arising out or relating to this agreement shall be referred to the appropriate Commission under the Electricity Act 2003, within the time frame as applicable under the law. The decision of the appropriate commission shall be binding on both the parties. However, both the parties shall perform their respective contractual obligation under the agreement during the disputed period.

Yours faithfully,

  
Superintending Engineer,  
PR&ALDC, HPSEB Ltd.,  
Totu, Shimla-11.