

DETAILED PROCEDURE FOR MAKING APPLICATION FOR GRANT OF LONG TERM ACCESS (LTA) IN ELECTRICAL SYSTEM (EHV, HV, LV, DISTRIBUTION) OF DISTRIBUTION LICENSEE

1. Outline

- 1.1 This procedure shall apply to the Applications made for Long-Term Access (LTOA) for use of electrical system and/or associated facilities of Distribution Licensee.
- 1.2 This Procedure is in accordance with the various provisions of the “H.P. Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium-term intra-State Open Access and Related Matters) Regulations, 2010 & H.P. Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium-term intra-State Open Access and Related Matters) (First Amendment) Regulations, 2012 ”, here in after referred to as “the Regulations”. All applicants shall abide by the provisions of these Regulations and amendments thereof.
- 1.3 This procedure shall be applicable prospectively w.e.f. 1st April, 2015.
- 1.4 This Procedure shall apply to the Applications made for Long Term Open Access (LTOA) for use of electrical system of Distribution Licensee and/or associated facilities for transmission and/or wheeling of electricity with or without interstate transmission system as received by Designated Office of the Distribution Licensee (HPSEBL) on or after 1st April, 2015.
- 1.5 The nodal agency for grant of LTOA to the electrical system of Distribution Licensee and/or associated facilities shall be the Himachal Pradesh State Electricity Board Ltd (HPSEBL). The start date of LTOA can be any day of the month. The designated office of Distribution Licensee for making application for grant of LTOA to the electrical system of Distribution Licensee shall be “**The Chief Engineer (Sys. Op.), HPSEBL, Shimla-04**”. All correspondence related to Long-term Open access shall be addressed to:-

**The Chief Engineer (Sys. Op.),
H. P. State Electricity Board Ltd., Vidyut Bhawan,
Shimla -171004,
Himachal Pradesh.
Ph. No. : 0177 - 2657901/2653656
Fax No. : 0177 - 2657901**

- 1.6 An incomplete application, and/or an application not found to be in conformity with these Procedures and Regulations, shall be rejected.

2. Applications for LTOA

Application for LTOA can be made by a generating station including a captive generating plant, a consumer, an Electricity Trader or a distribution licensee, a State Government owning some quantum of power (like free power given to the State Government in which the hydro station is located, equity power given to a State for allowing a power station to be set up in the State), who desires to utilize electrical system of Distribution Licensee and/or associated facilities for transmission/wheeling of power. The power station from which the power is being sourced or the load, as the case may be, should already be connected to the grid, whether the State grid or the Inter-State grid, or should get connected to the grid before the intended start date of

LTOA as provided in the Regulations. Documentary evidence needs to be submitted for establishing the condition of connectivity.

Note:

- (i) The eligibility conditions as per Regulation 3-A of HPERC (Grant of Connectivity, Long-term and Medium-term intra-State Open Access and Related Matters) Regulations, 2010 as amended from time to time, have to be met with.
 - (ii) If the Applicant is an Electricity Trader, it must have a valid trading license as per CERC(Procedure, Terms and Conditions for grant of Trading License and Related matter) Regulations, 2009 / HPERC (General Conditions of Trading License) Regulations, 2004 and subsequent amendments thereof. The Trader must have a valid contract (or PPA) for buying and selling of at least the same quantum of power and period of time for which Long-term Access has been applied for.
 - (iii) The trader shall submit a copy of valid trading license.
 - (iv) There should exist required facility for metering and energy accounting at the point of injection and point of drawl.
 - (v) All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.
- 2.1 Transmission/wheeling of long term open access power from the source of injection to the point of drawl, may or may not involve STU/CTU/any other transmission Licensee's transmission system. The applicant will apply & avail LTOA from such concerned utilities/Licensees separately, if involved & required. LTOA will be considered/allowed by Distribution Licensee for its electrical system only and will neither be responsible for any loss to the applicant on account of non availability/curtailed availability/delay in availability of LTOA for such transmission system nor be liable to pay any compensation to the applicant for such system.
- 2.1 A generating station, including captive generating plant or a consumer, seeking LTOA to electrical system of Distribution Licensee and/or associated facilities cannot apply for LTOA without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and long-term open access simultaneously. The interconnection, as finalized by Designated Office of HPSEBL mentioned under S.No. 1.7 of "Procedure for Grant of Connectivity to the electrical system of Distribution Licensee or associated facilities of the Distribution Licensee", however, should be available from the intended start date of LTOA, for which documentary evidence w. r. t. the condition of connectivity has to be submitted. Long-term Open Access customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the LTOA.
- 2.2 LTOA can be availed for any period between 12 years to 25 years and might require construction of new distribution capacities.
- 2.3 LTOA shall be granted for a given capacity from defined point of injection to a defined point of drawl. Accordingly, in the application for LTOA, the applicant shall be required to indicate location of the load point to whom electricity is

proposed to be supplied and the location of the source point from whom electricity is proposed to be sourced, along with the quantum of power to be transferred.

2.4 The following conditions should also be taken into consideration for LTOA:

i) In case, however, entity(ies) to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured along with the quantum of power have not been firmed up at the time of application, the applicant shall indicate the target region(s) along with quantum of power to be supplied to the region(s).

In such cases, the applicant shall have to firm up exact source of supply or destination, as the case may be, at least two years prior to the intended date of availing long term access or such time period estimated by the Distribution Licensee for augmentation/strengthening of its electrical system, whichever is lesser, through signing of PPA with such grid connected entity(ies)/ State Utilities.

ii) In case a common system augmentation/ strengthening has been identified for more than one generator, then the above condition of signing of PPA with the grid connected entity(ies)/ State Utilities, shall have to be met by all the generators.

iii) In the event of failure of any generator meeting above condition of two years prior to the intended date of availing long term open access or such time period estimated by the Distribution Licensee for augmentation/strengthening of its electrical system, whichever is lesser, the implementation of augmentation/strengthening of electrical system shall be undertaken in due consideration of the same and if necessary with the approval of HPERC for the same.

iv) Dedicated system from the generating station to the interconnection point with electrical system of Distribution Licensee, is to be constructed and operated by the respective generator at its own cost and risk. In case of common system for injection of power from the generating stations to the interconnection point with electrical system of Distribution Licensee, modalities for construction/ operation & maintenance /wheeling charges etc., for such common system shall be mutually decided/agreed by the concerned generators. The Distribution Licensee shall not be responsible for any loss to the applicant of any kind for such system and also shall not liable to pay any compensation to the applicant for such system.

v) In case, the applicant fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Distribution Licensee, applicable wheeling charges for 66% of the quantum of the LTOA for 12 years. The applicant shall furnish a Bank guarantee from a nationalized bank for an amount equivalent to the wheeling charges worked out for 12 years, at the rates applicable at the time of grant of LTOA by Distribution Licensee, for 66% of the quantum of power for which LTOA is agreed by Distribution Licensee. The Bank guarantee would be furnished in favour of the Distribution licensee within three months of signing of Power Wheeling Agreement. This bank guarantee would remain valid till 12 years from the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the applicant

does not pay compensation in the event of his failure to construct the generating station/dedicated system or makes an exit or abandon its project.

- vi) In case augmentation/strengthening of electrical system of Distribution Licensee is required for grant of LTOA, the applicant will provide additional Bank Guarantee for an amount equivalent to rupees 5 (Five) lakh/MW of total power to be transmitted by applicant through the electrical system of Distribution Licensee. The Distribution Licensee will undertake the augmentation/strengthening of its electrical system required for grant of LTOA to the applicant, only after receipt of Bank Guarantee for the aforesaid amount from the applicant. The applicant will be responsible for any delay in grant in LTOA on account of non submission of BG. This bank guarantee would remain valid till the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the applicant fails to avail LTOA in the event of his failure to construct the generating station/dedicated system or makes an exit or abandon its project. This compensation will be apart from the compensation payable by the applicant as per S.No.2.4 (v) above.
- 2.5 In cases where there is any material change in location of the applicant or change in the quantum of power to be interchanged using electrical system of Distribution Licensee (by more than 1 MW) or change in region from which electricity is to be procured or to which electricity is to be supplied before the augmentation/system strengthening of electrical system is taken up by Distribution Licensee, a fresh application shall be made and earlier application shall be considered disposed off and application money for that application shall be forfeited.

3. Submission of Application

- 3.1 Documents to be submitted along with the application:
- Duly filled in Application in specified format.
 - Proof of payment of Application fee.
 - Concurrence from Distribution Licensee other than HPSEBL, if applicable.
 - PPA or Sale-purchase agreement of power.
 - In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of LTOA

**** Note: Incomplete application form shall be rejected**

- 3.2 The LTOA applicant (hereinafter referred to as "applicant") intending to avail LTOA in electrical system of Distribution Licensee shall make an application in prescribed format [FORMAT-LTOA-2] to the Nodal Agency (HPSEBL) in a sealed envelope marked "Application for grant of Long-Term Access in electrical system of Distribution Licensee", along with a prescribed format [FORMAT-LTOA- 1] of affidavit duly attested by notary. The application shall be addressed to

**The Chief Engineer (Sys. Op.),
H. P. State Electricity Board Ltd., Vidyut Bhawan,
Shimla -171004,
Himachal Pradesh.**

Ph. No. : 0177 - 2657901/2653656

Fax No. : 0177 - 2657901

- 3.3 In case of generator or consumer, along with the application of LTOA, the applicant shall submit the details of approved connectivity of the generator or consumer with grid point(s) or furnish the information about the connectivity application already submitted to the nodal agency.
- 3.4 In case of existence of any other distribution licensee(s) other than Himachal Pradesh State Electricity Board Limited in Himachal Pradesh and an Intra-State entity applying for LTOA, concurrence of concerned distribution licensee(s) in which the injection and drawl points are located shall be obtained in advance in the prescribed format [FORMAT-LTOA-3] and attached with the application.

4.0 Application Fee

- 4.1 An application for Long-Term Open Access shall be accompanied by a non-refundable application fee to be paid at the rates notified by HPERC at the time of submission of application by the applicant, in favour of **H. P. State Electricity Board Ltd.** The presently applicable rates are as under:

Sr. No.	Quantum of Power to be injected/off taken into/from electrical system of State Distribution Licensee	Application Fees (Rs. Lakhs) Non-refundable
1	Upto 5 MW	2.00
2	More Than 5 MW and up to 10 MW	4.00
3	More Than 10 MW	6.00

The existing consumers, who are getting supply of electricity for their own use from the distribution licensee under the standard supply agreements and are eligible for open access to the electrical system of Distribution Licensee, shall be provided connectivity and open access to the electrical system of Distribution Licensee to the extent of their sanctioned contract demand. Such consumers shall pay application fee for Long Term Open Access at the rate equivalent to 25% of the rate specified as above (or as applicable from time to time).

However, in case of prospective consumers seeking connectivity and long term open access from the distribution licensee for receiving electricity for their own use or the existing consumers seeking increase in the existing sanctioned contract demand, the terms and conditions as applicable to the prospective consumers or the existing consumers, as the case may be, under the Supply Code, the Himachal Pradesh Electricity Regulatory Commission (Recovery of Expenditure of Supply of Electricity) Regulations, 2012 and the Himachal Pradesh Electricity Regulatory Commission (Licensee's Duty for Supply of Electricity on Request) Regulations, 2004 as amended time to time, shall be applicable. Such consumers shall pay application fee for Long Term Open Access at the rate equivalent to 25% of the rate specified as above (or as applicable from time to time).

- 4.2 Application fees are to be paid through Demand Draft or directly credited to "**H. P. State Electricity Board Ltd.**" account electronically through RTGS (Real-Time Gross Settlement) as per details given below:
- a) Payee: **Chief Accounts Officer, HPSEBL, Shimla-04**
b) Name of Bank: **State Bank of India**

- c) Branch: SBI, Main Branch, Shimla
d) Branch Code: 0718
e) IFSC: SBIN0000718
f) A/c No: 10835924644

Provided that the proof of payment directly credited to the above account of H. P. State Electricity Board Ltd. must be attached with the application.

5.0 Processing of Applications

5.1 Assessing the adequacy of electrical system capacity/system strengthening requirement:-

5.1.1 The applications shall be processed on first-come-first-serve basis. The applications received during a month and up to the last day of the month shall be considered to have arrived concurrently. In case of applications received by post, the date of receipt of application at the office of nodal agency shall be considered as the date of application.

5.1.2 The designated office of the nodal agency i.e. The Chief Engineer (SP), HPSEBL, Shimla-04, shall get the system studies carryout in electrical system of Distribution Licensee from SE (PH&T), o/o Chief Engineer (SP), HPSEBL. The Chief Engineer (SO), HPSEBL will forward the application to SE (PH&T), o/o Chief Engineer (SP), HPSEBL by 15th day of the 2nd month (after receiving the requisite application fees) to carry out the system studies. SE(PH&T) office will get the system study carried out and shall intimate the results to the Designated Office of Distribution Licensee by 15th day of the 4th month. The system studies will clearly identify the system strengthening requirement including distribution voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc.

While doing system studies, the Available Transfer Capability (ATC) including Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Wheeling Reliability Margin (WRM), shall be duly taken into account by the office of SE (PH&T). The TTC, ATC, WRM calculations for the intra-State transmission/distribution system will be done by SLDC as under:

- 5.1.3 The SLDC shall notify the following on 31st day of March of each year:
- Total Transfer Capability (TTC) for 4 (four) years i.e. on 31st March, 2015, TTC shall be declared for the period 1st April, 2015 to 31st March, 2019. This may be revised by the SLDC due to change in anticipated network topology or change of anticipated generation or load at any of the nodes, giving reasons for such change.
 - Wheeling Reliability Margin considered along with basis.
 - Available Transfer Capability (ATC) for LTOA will be worked out after allowing the already approved applications for Long-term access, Medium Term Open Access and Wheeling reliability margin.
 - The grant of LTOA shall be subject to ATC.

Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)

Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area distribution/transmission system

under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Wheeling Reliability Margin (WRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected distribution network is secure under a reasonable range of uncertainties in system conditions.

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area distribution system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically, ATC is the Total Transfer Capability less Wheeling Reliability Margin. The SLDC shall assess the Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Wheeling Reliability Margin (TRM) of intra-State links / Corridors. TTC, ATC, and WRM along with the details of basis of calculations, including assumptions if any, shall be put up on the website of SLDC.

The TTC and WRM are the primary quantities which are to be arrived at from System Studies. The ATC would be derived as the difference between the two. The procedure for the calculation would be as follows:

1. A base case with the likely scenario during the time frame for which transfer capability is sought would be used in the System Studies for calculation of TTC of the required wheeling corridors or flowgates .
2. The Load Generation scenario inputs would be taken from the planning data, the Load Generation Balance Report for the next year, and the agreed maintenance schedule. All operation conditions would be mentioned along with assumptions made.
3. The worst n-1 contingency for the flow gate under study, based on operating experience would be decided for which limiting cases are to be studied.
4. The degree of impact (Sensitivity analysis) of planned /unplanned outage of distribution lines in important corridors would be indicated.
5. While carrying out system studies for different conditions, it would be seen that the limiting condition on some portions of the wheeling corridor or flow gates can shift among thermal, voltage and stability limits as the network operating conditions change over time. TTC would be the minimum of the wheeling capability arrived at taking into consideration the Stability Limit, Voltage Limit and Thermal limit.
6. The limiting factors would be mentioned, for example, specific buses facing problem of low voltage, distribution line facing congestion or crossing stability/thermal limit, etc.
7. The WRM would be arrived at by considering the worst credible contingency, i.e. one which would affect the wheeling capability of the flowgate to the maximum possible extent.
8. The difference between the TTC and the WRM would be the ATC. The latest ATC would be the one which is still left over after taking into account the usage of the wheeling capability by existing contracts.

9. The SLDC may revise the TTC, ATC and WRM due to change in system conditions, which includes change in network topology or change in anticipated active or reactive generation or load, at any of the nodes in the study. Such revision should clearly state the reasons thereof.

5.1.4 The study may reveal that:

- a) Electrical system of Distribution Licensee commissioned/planned in the time frame of desired long-term access is adequate and separate system strengthening is not required for effecting desired long-term access. In such cases, the nodal agency shall prepare proposal for grant of long-term access and forward the same to the applicant and STU/CEA, in case their system is involved for implementation of open access by the applicant. This proposal shall be discussed and formalized in the distribution planning forum. The intimation for grant of LTOA on prescribed format (**FORMAT-LTOA-5**) shall be communicated to the applicant and the SLDC within 120 days from the date of application as provided in the Regulations with a copy to all the concerned.
- b) There is a constraint in electrical system of Distribution Licensee expected to be available by the time frame of commencement of desired long-term access and system strengthening is necessary for effecting desired transaction. The nodal agency shall carry out studies to identify system strengthening in accordance with the perspective plans made by the STU/CEA covering all aspects of HPEG/IEGC. Such electrical system augmentation planning shall be considered on 30th of June and 31st of December in each year in order to develop a coordinated distribution plan. The applications received during 1st half of the calendar year shall be considered together by 30th June and finalized by 31st December of the same calendar year. Similarly application received during the 2nd half of the calendar year shall be considered together by 31st December and finalized by 30th June of the next calendar year. The intimation for grant of LTOA on prescribed format (**FORMAT-LTOA-5**) shall be communicated to the applicant and the SLDC within 180 days from the date of application as provided in the Regulations with a copy to all the concerned.

If there is more than one application for long-term access in the same complex in similar time frame, the nodal agency shall undertake joint studies and prepare a consolidated proposal for electrical system strengthening.

- i) While granting long-term access in electrical system of Distribution Licensee, the nodal agency shall communicate to the applicant, the date from which long-term access is granted and an estimate of the distribution charges likely to be payable based on the prevailing costs, prices and methodology of sharing of distribution charges specified by HPERC. The time frame of the construction of the facilities of the Distribution Licensee shall be clearly laid out. The applicant will take necessary steps to match the time frame with the time frame for his dedicated system upto interconnection point and/or STU/CTU/other utility system commissioning, if applicable. Distribution Licensee shall not be responsible for any such mismatch in commissioning schedule of such system.

5.1.4 Confirmation of reservation of system capacity of Distribution Licensee:

- i) Where system strengthening is not required
 - a) The nodal agency shall confirm grant of long-term access on format [FORMAT- LTOA-5] within 120 days from the last day of the month in which application was received by nodal agency with direction to the applicant to enter into Power Wheeling Agreement (PWA) with Distribution Licensee within thirty days.
 - b) The applicant shall sign a long-term access agreement [FORMAT-LTOA-6A] with Distribution Licensee. In case distribution system of any other Intra -State Distribution Licensee other than Himachal Pradesh State Electricity Board Limited is used, the applicant shall sign a tripartite long-term access agreement with Himachal Pradesh State Electricity Board Limited and such Intra-State Distribution Licensee(s).
- ii) Where System strengthening is involved:
 - a) The nodal agency shall carry out system studies and identify the system strengthening requirement including distribution voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc.
 - b) The nodal agency shall intimate grant of long-term access on format [FORMAT- LTOA-5] indicating identified system strengthening with direction to the applicant to enter into Long-term access agreement, Power Wheeling Agreement (PWA) with Distribution Licensee within thirty days.
 - c) The applicant shall sign a long-term access agreement with Distribution Licensee. In case distribution system of any other Intra -State Distribution Licensee other than Himachal Pradesh State Electricity Board Limited is used, the applicant shall sign a tripartite long-term access agreement with Himachal Pradesh State Electricity Board Limited and the Intra-State distribution licensee.
 - d) The nodal agency may change system strengthening requirements identified for a particular applicant project on the basis of any subsequent study carried out on its own motion or on another application for LTOA, with the purpose of optimum utilization of the electrical system of Distribution Licensee or to conserve limited right-of-way, and in such event, the changes carried out by the nodal agency shall be intimated to the applicant, or any other person associated with the LTOA. Provided that the optimized system shall not work to the disadvantage of the applicant.

6.0 Power Wheeling Agreement (PWA):

- 6.1 The applicant shall sign Power Wheeling Agreement (PWA) with Distribution Licensee (s) agreeing to pay charges for LTOA, within one month of the date on which Distribution Licensee has sent intimation for grant of connectivity by the LTOA customer to the electrical system of the Distribution Licensee, which will form a part of the Long-term open access agreement [FORMAT-LTOA-5]. The Power Wheeling Agreement (PWA) shall contain the quantum of power, date of commencement and end of long-term open access, the point of injection of power

into the grid and point of drawl from the grid, the details of dedicated wheeling lines required, if any, and the bank guarantee required to be given by the applicant.

6.2 For execution of work where system strengthening is involved, the parties should note the following:

- i) The implementation of respective system strengthening works shall be taken up by the concerned Distribution Licensee/applicant/any other agency identified after signing of PWA for timely commissioning and operation as per the provisions of PWA.
- ii) The applicant/concerned licensee shall furnish progress of implementation of the respective generation project/system strengthening scheme, as applicable on quarterly basis to the nodal agency i.e. Distribution Licensee. Any other execution or submission of information as per provisions of PWA, shall also be complied with. In case Distribution Licensee is executing the works, Distribution Licensee shall inform the applicant of the progress being made for system strengthening.
- iii) The applicant/concerned licensee shall inform, in writing, at least 90 days ahead of scheduled date of commissioning and commercial operationalisation of their generation project/system strengthening scheme, as applicable to Distribution Licensee with copy to SLDC and other concerned/affected persons.
- iv) Based on information received above, the Designated office of the nodal agency i.e. Chief Engineer (Sys. Op.), HPSEBL, Shimla shall confirm to the applicant, the concerned licensees and SLDC at least sixty days ahead of scheduled date of commencement of long-term transaction and direct the applicant to:
 - a) Establish adequate payment security within fifteen days; and
 - b) Submit a request for scheduling of transaction to SLDC within fifteen days.
 - v) Whenever any equipment and/or drawing are proposed to be changed, then the applicant or licensee shall intimate necessary changes to the nodal agency. When changes are implemented, revised single line diagram shall be submitted by the applicant or licensee to the nodal agency.

7.0 Charges for Long Term Open Access for electrical system of Distribution Licensee

A: Long Term Open Access Customers shall pay the wheeling charges, surcharge, additional surcharge, reactive energy charges and any other charges, if any as notified by HPERC from time to time.

B: Unscheduled Inter-change (UI) Charges:

The Unscheduled Interchange charges will be payable by Long Term Open Access customer as under:

Scheduling of all transactions pursuant to grant of Long term open access shall be carried out on day ahead basis in accordance with Grid Code and Himachal Pradesh Electricity Distribution Code in force.

Any mismatch between scheduled and the actual drawl at drawl points and scheduled and actual injection at injection points for the intra-state entities shall be charged as under:

B.1 Open Access buyer other than the consumer of HPSEBL

When the Open Access Customer (buyer) is not a consumer of the licensee, the mismatch of scheduled entitlement and actual drawal for any 15 minutes time block shall be met from the grid and will be paid/charged as under:-

i) Over drawal

(a) The over drawal for each time block of 15 minutes, as projected at the injection point i.e. by loading the T&D loss as applicable, shall be paid for by the LTOA consumer at the rate equivalent to 105% of the summation of the following charges as applicable for the respective time blocks in which over drawal takes place:-

a.i) The deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.7 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time; and

a.ii) Any other charges payable for deviation under CERC/HPERC Regulations or procedure framed thereunder, to the extent the same are not covered in (a.i) above.

(b) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the LTOA consumer on the over drawal also.

ii) Under drawal

(a) The Underdrawal for any 15 minute time block at the point of supply shall be paid to the LTOA Consumer at the rate of 95% of the charges for deviation as applicable for inter-State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time, provided that charges payable by the recipient in respect of the deviation for the under drawals by the buyer in a time block in excess of 12% of the schedule shall be zero.

(b) The additional charges for deviation as applicable for the under drawal in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.1 Hz or more shall be payable to the HPSEBL by the Open Access customer whose actual drawal is less than the schedule.

(c) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the buyer on the scheduled quantum irrespective of actual drawal.

B.2 Open Access Consumer who is a consumer of the licensee

i) A consumer will be entitled to draw the total power within its Sanctioned Contract Demand irrespective of its purchase of power through open access. However, where the consumer has revised his Contract Demand temporarily within the total sanctioned Contact Demand as per the provisions of Supply Code and relevant tariff order, he shall be entitled to draw power within such revised Contact Demand only until he further revises the Contract Demand. In case, the consumer desires to draw power

in excess of his sanctioned Contract Demand, he shall have to get his sanctioned Contract Demand increased in accordance with the provisions of Supply Code and other relevant Regulations notified by the Commission from time to time.

- ii) Demand Charges shall be payable by the consumer on the sanctioned Contract Demand/revised Contract Demand irrespective of its purchase of power through open access, to the licensee as per relevant Schedule of the tariff order. The additional charges on the average demand (Rs./kVA/month) during peak load hours shall also be payable on the basis of the total consumption during the peak load hours in respect of the billing month irrespective of the quantum of energy availed through open access or otherwise.
- iii) Consumer availing Long Term Open Access shall submit the schedule only for drawal of power through open access and no schedule for drawal of power as a normal consumer of distribution licensee shall be required.
- iv) The total recorded drawal by the consumer for the different tariff blocks (i.e. peak, night and normal hours) in the billing month shall be reduced by the total scheduled entitlement for various time blocks in the respective tariff blocks in the billing month as per the schedules under Open Access arrangement, irrespective of actual drawal by the consumer in the respective time blocks. The balance energy shall be treated as supplied by the distribution licensee to the consumer as per the relevant tariff order of the Commission. In case the total drawal, including the same under the Open Access arrangement, exceeds the sanctioned Contract Demand or the reduced Contract Demand, as applicable, at any time during the billing period, such over drawal shall be considered as violation of the Contract Demand in accordance with the provisions of normal schedule of tariff and the Contract Demand Violation Charges shall also be charged accordingly in addition to the energy charges as per the schedule of Tariff.
- v) In case of time blocks where the total recorded drawal of the consumer is less than the scheduled entitlement of the consumer in that time block, such under drawal by the consumer shall be deemed to have been sold by the consumer and purchased by the distribution licensee at the point of supply to the consumer. In lieu of the same the distribution licensee shall make payment to the consumer, by way of adjustment in the monthly bill of such consumer, at the rates mentioned in para B.1(ii). However, the consumer shall not be entitled for any relief in the demand charges on account of any such under drawal. In case such under drawal has been received by a person, other than distribution licensee, as per the accounts of the SLDC, the payment shall be made by such recipient to the consumer who has under drawn the energy.

B.3 Open Access by a Generator/Trader

The quantum by which the injected energy exceeds or falls short of the scheduled energy injection (i.e. mismatch between the scheduled and actual injection) for any 15 minutes time block, shall be charged/paid for as under:-

i) Over injection

- (a) The over injection (i.e. injection exceeding the schedule) for any 15 minute time block shall be paid for to the LTOA Consumer at the rate of 95% of the charges for deviation as applicable for inter State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time: Provided that charges payable by the recipient in respect of the deviation for the over injection by the seller in a time block in excess of 12% of the schedule shall be zero except in case of injection of infirm power.
- (b) The additional charges for deviation as applicable for the over injection in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.1 Hz or more shall be payable to the HPSEBL by the Open Access customer whose actual injection is more than the schedule.
- (c) In case of over injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the seller on the scheduled quantum irrespective of actual injection.

ii) Under Injection

- a) The under shall be recoverable from the LTOA Consumer at the rate equivalent to 105% of the summation of the following charges as applicable for the respective time blocks in which under injection takes places:-
 - a.i) the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.7 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC(Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time; and
 - a.ii) Any other charges payable for deviation under CERC/HPERC Regulations or procedure framed thereunder, to the extent the same are not covered in (i) above.
- b) In case of under injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems ,shall be borne by the generator on the scheduled quantum irrespective of actual injection.

iii) Non evacuation of power due to breakdown of evacuation system of the licensee

A generator in the State may be supplying power outside the State, or, within the State, to an Open Access Customer or to the distribution licensee. Non evacuation of power due to breakdown of evacuation system of the licensee will be dealt with as under:

(a) Inter-State Sale

The schedule given by the generator will be passed on to NRLDC by the SLDC. The share of licensee from the central sector projects and other projects will be adjusted accordingly and the energy scheduled by the generator will be delivered to the buyer. The energy so scheduled and injected in the distribution system shall be delivered to the buyer even if the licensee is unable to evacuate power from the generator due to failure of evacuation system of the licensee. After the scheduling of energy on day-ahead basis, the generator will pay to the licensee, at the tariff rate charged by it to the buyer, for the energy which could not be actually evacuated by the licensee due to complete or partial breakdown of evacuation system. In case the licensee is unable to evacuate the power which is yet to be scheduled, the delivery of power to the buyer and tariff to be paid by the generator to the licensee shall be mutually agreed. However, the licensee owning the evacuation system due to which energy could not be evacuated shall refund to the generator, the transmission or wheeling charges, as the case may be, if any, received by it, from the generator, through SLDC or any other agency on the quantum of energy which could not be evacuated.

(b) Sale to the Distribution Licensee within the State

The payments will be governed by the agreement between LTOA Customer and the distribution licensee.

i) Intra-State sale

In case of failure of the evacuation system, the SLDC shall, based on the inputs received by it or otherwise, inform the buyer about such failure and the buyer shall stop drawing power within 6 time blocks (each of 15 minutes) of such intimation. The original schedule shall be deemed to be have been amended with effect from the 7th time block starting from the time block in which such intimation is given to the buyer. For the intervening period,- (1) the buyer will pay to the generator at the tariff agreed to between them; (2) the generator will pay to the licensee for the energy supplied by the licensee to the buyer, at the rate as per (1) above i.e. as per the agreement between the generator and the buyer; and (3) in respect of the energy which could not be evacuated due to the failure of the system of a licensee, the generator will not be liable to pay the Open Access transmission or wheeling charges of that licensee. If the buyer does not stop drawing power after expiry of 6 time blocks, the energy drawn by the Buyer/Open Access Customer will be charged for the imbalance as per the relevant provisions of paras B.3 above, as applicable.

8.0 Energy Losses

The Long Term Open Access customers will absorb energy losses for intra-State transmission and/or distribution system as determined by HPERC from time to time and for CTU system as determined by CERC from time to time.

9.0 Interface Energy Meters

- 9.1 Interface Energy Meters shall be installed and maintained by the State Transmission Utility for open access in transmission and by the distribution licensee for open access in distribution at the cost of the open access customers.
- 9.2 Interface Energy Meters installed shall be in accordance with Annexure-2 to the Grid Code as amended from time to time.
- 9.3 Interface Energy Meters for the open access customer shall be open for inspection by any person authorized by the State Transmission Utility/ Distribution Licensee or the State Load Despatch Centre.

10. Accounting of Energy

A. For Generators:-

- 1) Energy injection at interconnection point by generators:-
 - a) The actual energy injected in 15 min. time block at interconnection point by the generators having independent dedicated system upto interconnection point, will be the energy recorded by the SEM installed at interconnection point. The free power share of GoHP, if any will be subtracted to arrive the actual energy injected in 15 min. time block.
 - b) The actual energy injected in 15 min. time block at interconnection point by generators where power of two or more generators is injected at interconnection point through a joint dedicated system, the energy recorded by SEM at interconnection point will be segregated based on the methodology mutually finalized/agreed by the concerned generators for each such case. The pooled generators will provide to the distribution licensee a copy of methodology mutually finalized/agreed by them for the aforesaid purpose. The free power share of GoHP, if any will be deducted to arrive the actual energy injected in 15 min. time block.
- 2) Injection schedule by generators:- The schedule for injection by generators in 15 minutes time block at interconnection point will be worked out by the respective generators based on the energy sold by the generator duly considering the applicable losses for intra-State & inter-State system. In case of intra-State sale to the consumers of HP, the scheduled injection at interconnection point will be worked out based on the sale schedule given to the consumer by the generator duly considering applicable losses.
- 3) The variation in injection schedule and actual injection by the generator in 15 min. time block will be the unscheduled interchange (over-injection/under-injection) by the generator and will be settled as per clause 10.B above.

B. For Consumers:-

- 1) For consumers other than the consumers of Distribution Licensee:-
 - a) The actual drawl in 15 min. time block by the MTOA consumers will be the energy recorded by the SEM installed as drawl point of the MTOA consumers.
 - b) The scheduled drawl in 15 min. time blocks by the MTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the MTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case

of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.

c) The variation in drawl schedule and actual injection by the MTOA consumer in 15 min. time block will be the unscheduled interchange (over-injection/under-injection) by the MTOA consumer and will be settled as per clause 10.B above.

2) For consumers of Distribution Licensee:-

a) The scheduled/actual drawl in 15 min. time blocks by the MTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the MTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.

b) Settlement of energy overdrawn/under drawn by the consumer at drawl point will be made as per provisions made under sr. no. 10.B above.

11.0 Standby Power

The consumers availing Long term open access shall also tie up the standby power under various eventualities such as non-scheduling of power from the generating source due to any reasons, including outages at the generation source which may be planned, forced or emergent nature, and constraints in transmission/Distribution system(s):

Provided that such Long term open access consumers may get such standby power from the distribution licensee at mutually agreed terms and conditions for which a separate agreement is to be executed between Long term Open Access Customer and Distribution Licensee.

12. Scheduling of Long Term Bilateral Transaction

12.1 Scheduling of Inter-State open access transactions shall be done by RLDC in accordance with applicable Grid Code.

12.2 Scheduling of intra-State open access transactions shall be done by SLDC in accordance with the provisions of the State Grid Code.

12.3 The scheduling jurisdiction and procedure, curtailment and revision of schedule of LTOA transactions, metering, energy accounting and accounting of (Unscheduled Interchange) UI charges shall be as per the Regulations and the State Grid Code/Indian Electricity Grid Code, as amended from time to time. While scheduling on day-ahead basis, long-term access customers would have the highest priority, followed by medium term customers and then followed by short-term customers.

12.4 **Underutilization of transmission capacity.** In case it is observed by SLDC/ALDC that the LTOA customer's request for scheduling is consistently (for more than 5 days) lower than the capacity granted, Distribution Licensee may issue a notice to such LTOA customer asking the reasons for such under-utilization. The LTOA customer shall furnish the reasons for such under-utilization and will provide such details like the reduced requirement, likely period, etc. to SLDC and Distribution

Licensee by the following day. The un-utilized transfer capability will then be released for scheduling of Short-term open access transaction by SLDC.

12.5 No refund of wheeling charges shall be made due to above curtailment.

13.0 Distribution System Constraints

13.1 In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawl schedule intimated by SLDC, the use of such Intra-State system shall be curtailed first, to the full extent of such deviation, following which the principle specified in regulations shall apply. The delivery of electricity to open access consumers will be restricted in the same manner as applicable to other HT/EHT consumers in the area and such consumers shall restrict their drawl of electricity accordingly:

Provided that a distribution licensee shall not restrict the delivery of electricity due to the reasons of energy shortage in cases where the open access consumer-

- (a) Is connected to the electrical system of distribution licensee through a dedicated feeder from the control sub-station of the licensee; and
- (b) The day ahead scheduling is being done for drawl of electricity by the consumer in accordance with the regulation 33-G of HPERC (Grant of Connectivity, Long-term and Medium-term intra-State Open Access and Related Matters) Regulations, 2010 as amended from time to time and the required quantum of electricity is being injected to the electrical system of distribution licensee in the relevant time blocks for delivery to the consumer for his own use.

13.2 In case of curtailment of capacity by SLDC, transmission/distribution charges shall be payable pro-rata in accordance with the curtailed schedule, provided that operating charges shall not be revised in case of such curtailment.

14.0 Payment Security Mechanism

For payment of monthly wheeling charges, irrevocable revolving LC through a scheduled commercial bank in favour of "H. P. State Electricity Board Ltd.," equivalent to 105% of the average monthly wheeling charges shall be opened by LTOA applicant 15 days before the commencement date of LTOA. LC should remain valid up to one month after LTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be required to be furnished in favour of "H. P. State Electricity Board Ltd.", which would be in place 3 (three) months prior to the date of scheduled commencement of LTOA with validity upto 1 (one) month after the expiry of LTOA period.

15.0 Encashment/Discharge of Bank Guarantee

15.1 The Bank Guarantee will be encashed in case the applicant defaults in making payment of the wheeling charges. The Bank Guarantee shall be recouped and remain valid upto one month after MTOA period.

15.2 In case any request for downsizing the power transfer is received after signing of the PWA and submission of Bank Guarantee, any adjustment of Bank Guarantee shall be carried out after expiry of the LTOA term.

16.0 Renewal of Term for Long-term access

- 16.1 On the expiry of the period of long-term open access, the long-term open access shall stand extended on a written request by the long-term customer in this regard to the nodal agency mentioning the period for which extension is required.
- 16.2 Further, such a written request shall be submitted by the long term customer to the nodal agency at least one year prior to the date of expiry of the long- term access. In case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand withdrawn.

17.0 Renewable Power Purchase Obligations

Each consumer availing open access shall fulfil its Renewable Power Purchase Obligation (RPPO) as per the Himachal Pradesh Electricity Regulatory Commission (Renewable Power Purchase Obligation and its Compliance) Regulations, 2010, as amended from time to time.

18.0 Relinquishment/Downsizing of Access Rights

- 18.1 A long-term open access customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:
 1. Long-term open access customer who has availed access rights for at least 12 years:
 - a. Notice of one (1) year - If such a LTOA customer submits an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.
 - b. Notice of less than one (1) year - If such a LTOA customer submits an application to the nodal agency at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of a notice period of one (1) year.
 2. Long-term open access customer who has not availed access rights for at least 12 (twelve) years:

Such LTOA customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights. Such a LTOA customer shall submit an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights. In case a customer submits an application for relinquishment of long-term open access rights at any time at a notice period of less than one year, then such LTOA customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights.
- 18.2. In case augmentation/strengthening of electrical system of Distribution Licensee is required for grant of LTOA, the applicant will provide additional Bank Guarantee for an amount equivalent to rupees 5 (Five) lakh/MW of total power

to be transmitted by applicant through the electrical system of Distribution Licensee. The Distribution Licensee will undertake the augmentation/strengthening of its electrical system required for grant of LTOA to the applicant, only after receipt of Bank Guarantee for the aforesaid amount from the applicant. The applicant will be responsible for any delay in grant in LTOA on account of non submission of BG. This bank guarantee would remain valid till the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the applicant fails to avail LTOA in the event of his failure to construct the generating station/dedicated system or makes an exit or abandon its project. This compensation will be apart from the compensation payable by the applicant as per S.No.18.1 above.

19.0 Fee and Charges for the State Load Despatch Centre

The fee and charges for the State Load Despatch Centre, shall be payable in accordance with the provisions of regulations and the rates (alongwith other associated terms and conditions) determined by the Commission from time to time.

20.0 System Studies by the Nodal Agency (Distribution Licensee)

On receipt of the application, the nodal agency (Distribution Licensee) shall, in consultation and through co-ordination with other agencies involved in intra-State transmission/ distribution system to be used, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant long-term access is arrived at within the timeframe specified at Sr. No. 5 above.

Based on the system studies, the nodal agency (Distribution Licensee) shall specify the intra- State transmission/distribution system that would be required to give long-term access. In case augmentation to the existing intra-State transmission/ distribution system is required, the same will be intimated to the applicant.

21.0 Payment Of Wheeling Charges And Fee & Charges For State Load Despatch Centre

21.1 The wheeling charges in respect of long term open access customer shall be payable directly to respective licensee.

Provided that the DISCOM/Licensee/nodal agency may be designated by the Commission as the agency for the purpose of collecting and disbursing the wheeling charges for electrical system of distribution licensee.

The surcharge shall be levied by HPSEBL in case of delayed payments. The provision for levy of surcharge in the monthly bills shall be governed as per notification/directives/guidelines issued/to be issued by HPERC/CERC/GOI from time to time as per prevailing statutes.

Provided further that when the DISCOM/Licensee/ Nodal agency is so designated as the agency as aforesaid, the wheeling charges shall be paid to it.

Provided further that the DISCOM/Licensee/ Nodal agency so designated, shall enter into agreements with the long term costumer and medium term costumer for collection of wheeling charges and with the Distribution Licensee whose electrical system is being used for disbursement of wheeling charges as received.

21.2 The fee and charges for the State Load Despatch Centre shall be directly payable by the long term customer and medium term to the State Load Despatch Centre, and would be as specified by the HPERC.

22.0 General General

- 22.1 The applicant shall keep the Distribution Licensee indemnified at all times and shall undertake to indemnify, defend and keep the Distribution Licensee harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Medium-term access transaction.
- 22.2 All costs/expenses/charges associated with the application, including bank draft, bank guarantee, bank charges etc. shall be borne by the applicant.
- 22.3 The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and State Grid Code/Indian Electricity Grid Code, as amended from time to time.
- 22.4 This procedure aims at easy and pragmatic disposal of applications made for Medium Term Open Access to the electrical system of Distribution Licensee. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Distribution Licensee with prior approval of HPERC.
- 22.5 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to Medium-term Open access in electrical system of Distribution Licensee shall be directed to HPERC for redressal.

**On Non Judicial Stamp Paper of Rs.100/-
AFFIDAVIT**

In the matter of filing application to Distribution Licensee for Grant of Long-term open Access to the Electrical System of Distribution Licensee under the HPERC Regulations, 2010 as amended from time to time.

I.....(Name).....S/o Sh. (Father's name).....
Working as.....(Post)..... in..... (Name of the
Company/Firm/Association of persons/Individual)..... having its registered
office at.....(Address of the Company/ Firm/Association of
persons/Individual)..... do solemnly affirm and say as follows:

1. That I am the (Post).....of..... (Name of the Company/
Firm/Association of persons/Individual), the representative in the
above matter and am duly authorized to file the above application and to
make this affidavit.
2. That I submit that M/s.....(Name of the Company/ Firm/Association
of persons/Individual)..... is a registered Company/Firm/Association
of persons/Individual.....(Public Ltd/Pvt. Ltd.).....
registered under Companies Act. Under the Article of Association of the
Company and in accordance with the provisions of Electricity Act, 2003/relevant
Regulation(s) of HPERC as amended from time to time, the
Company/Firm/Association of persons/Individual can file the enclosed
application.
3. That I submit that all the details given in the enclosed application for grant of
Long Term Open Access along with necessary documents are true and correct
and nothing material has been concealed thereof.
4. Further verify that contents of para 1 to 3 of my above affidavit are true and
correct to the best of my knowledge and belief. No part and nothing material has
been concealed therein.

Verified at Shimladay of 20

DEPONENT

(To be duly attested by Notary)

FORMAT-LTOA-2

Application for Grant of Long -term Open Access (LTOA)

Sr. No.	Description	Information to be furnished by the Applicant
1	Name the Applicant	
2	Address for Correspondence	
3	Contact Details	
	Prime Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail	
	Alternate Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail	
4	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Distribution Licensee	
5	Details for Long Term Open Access (LTOA)	
	5a Quantum (MW) for which LTOA required	
	5b Date from which LTOA required <i>(not earlier than 2 years from the last day of the month in which application has been received)</i>	
	5c Date up to which LTOA required (12 years to 25 years from the date from which LTOA is required)	
	5d Injection of Power (more than one) (only in case of single Drawal) Entity-1 State/Region Quantum-1 Connectivity with the Grid	

	<p>Entity-2 State/Region Quantum-2 Connectivity with the Grid</p> <p>Entity-3 State/Region Quantum-3 Connectivity with the Grid</p> <p>Entity-4 State/Region Quantum-4 Connectivity with the Grid</p>	
	<p>5e Drawal of Power (more than one) (only in case of single Injection)</p> <p>Entity-1 State/Region Quantum-1 Connectivity with the Grid</p> <p>Entity-2 State/Region Quantum-2 Connectivity with the Grid</p> <p>Entity-3 State/Region Quantum-3 Connectivity with the Grid</p> <p>Entity-4 State/Region Quantum-4 Connectivity with the Grid</p>	
6	<p>Details of DD/Cheque/ e-transaction (Application Fee) Amount (in Rs.) DD/Cheque transaction No. Date Bank Name Branch Name</p>	
7	<p>Details of Bank Guarantee Amount (in Rs.) Bank Name Period of Validity</p>	

No Objection Certificate of <Name of Distribution Licensee>
Format in which NOC is to be given by Distribution Licensee other than HPSEBL
for submission to HPSEBL

NOC No. _____

Dated. _____

1. Name of the Distribution Licensee issuing NOC :
2. Name of the Entity :
3. Status of Entity (e.g. State Utility/CPP/IPP/Discom etc.) :
4. Point(s) of Connection :
5. Max. MW ceiling allowed for Injection* :
6. Max. MW ceiling allowed for Drawal* : (*DISCOM may specify different MW ceilings for different time blocks, if required.)
7. Validity Period : From Date - To Date
8. Wheeling Losses

	Whether Applicable or not Yes/No	(%) loss
Distribution Licensees losses		
Any other losses		

9. Wheeling charges

	Whether Applicable or not Yes/No	Rate (Rs./MWh)
Distribution Licensees		
Any other losses		

Declaration:

It is hereby certified that:

- a) We have “No Objection” to seeking and availing Open Access by <Name of Entity>, through Distribution licensee up to the MW ceiling as specified above, in accordance with applicable regulations of HPERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Wheeling Charges for the use of Distribution Licensee network and Operating Charges for the State Load Dispatch Centers shall be directly settled by Power Exchange with us.
- d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the State Pool Account.
- e) Any mismatch between the Scheduled and Actual drawl/injection for the intra-State Entity shall be determined by SLDC and will be covered in the intra-State UI accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.

- g) We shall inform the total import and export capability of the Distribution licensee as a whole to all concerned. Attempt shall be made to declare this in advance through our website/Fax.
- h) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, at least 10 days prior to the day of transaction. In such cases, the DISCOM shall also be informed simultaneously.

Signature
Name
Designation
(Authorized Signatory of
Distribution Licensee)
Place:
Phone No.:
Date:

Intimation for Grant of Long -term Open Access (LTOA)

Sr. No.	Description	Information to be furnished by Nodal Agency
1	Intimation No. : Date:	
2	Ref. Application No.: Date:	
3	Name of the Applicant	
4	Address for Correspondence	
5	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Distribution License Others	
6	Details for Long Term Open Access (LTOA) Quantum (MW) for which LTA is granted	
7	Injection of Power (more than one only) (in case of single Drawal) Entity-1 State/Region Quantum-1 Connectivity with the Grid Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid Entity-4 State/Region Quantum-4 Connectivity with the Grid	
8	Drawl of Power (more than one only) (in case of single Injection)	

	Entity-1 State/Region Quantum-1 Connectivity with the Grid Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid Entity-4 State/Region Quantum-4 Connectivity with the Grid	
9	Electrical System of Distribution Licensee for LTOA	
	9a Date from which LTOA is granted	
	9b Date upto which LTOA is granted	
	9c Implementing Agency for Electrical System of Distribution Licensee	
	9d Agencies between which agreement is to be signed for implementation of Electrical System of Distribution Licensee	
	9e Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	
10	Distribution Charges Applicable	
11	Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	

Agreement for Long Term Open Access

(Applicable for One party requiring NO distribution system augmentation/strengthening)
POWER WHEELING AGREEMENT BETWEEN

.....

AND

H. P. STATE ELECTRICITY BOARD LTD.

This Power Wheeling Agreement entered into on theday of Two thousandbetween H. P. STATE ELECTRICITY BOARD LTD. , incorporated under the Companies Act, 1956 and wholly owned by Government of H. P. having its registered office at Vidyut Bhawan Shimla-4 (hereinafter called "Distribution Licensee" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

and

_____a Long Term Open Access Customer incorporated under the companies Act, 1956/2013 having its office at _____ (hereinafter called "LTOA Customer" which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as party of the second part.

And Whereas the LTOA Customer is a generating company/ licensee/ consumer/others permitted by State Commission (**Company/Firm/Association of persons/Individual**) and is desirous to avail Long Term Open Access in accordance with "H.P. State Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium Term intra-State Open Access and Related matters) Regulations, 2010" and Electricity Act 2003 as amended from time to time to the Electrical System of Distribution Licensee.

And Whereas in accordance with Himachal Pradesh Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium-term intra-state Open Access and related matters) Regulations, 2010, Electricity Act 2003 and their subsequent amendments, Long term open access shall be allowed by Distribution Licensee to LTOA customer.

And Whereas the Long Term Open Access is required by the LTOA customer as per the following details:

- Injection Utility :
- Name :
- Location :
- Region :
- Capacity (MW) :
- Drawee Utility (ies) :
- Name :
- Location :
- Region(s) :
- Capacity (MW) :

The Long Term Open Access is granted w.e.f. 00:00 hrs of _____ day of Two thousand _____ and it will be for a period of _____ days/months/years i.e. upto 00:00 hrs of _____ day of Two thousand _____ .

And Whereas the LTOA customer has already made/agree to make arrangements for connectivity to the electrical system of Distribution Licensee at its cost including modification/alterations to the infrastructure of Distribution Licensee for accommodating

his connection, installation of interface meters, providing necessary facilities for voice & data communication and all other charges required for connectivity with the electrical system of Distribution Licensee.

And Whereas LTOA customer has agreed to share and pay the wheeling charges, surcharge, additional surcharge, unscheduled inter-change charges, reactive energy charges & all other charges as notified by HPERC/CERC time to time, for use of electrical system of Distribution Licensee for transmission and/or wheeling of electricity and for availing open access.

And whereas it has become incumbent upon both the parties to enter in to Power Wheeling Agreement as envisaged under the "H. P. Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium-term intra-State Open Access and related matters) Regulations, 2010 and its subsequent amendments.

And Whereas the LTOA customer is desirous of wheeling its power through Long term open access and has agreed to pay the wheeling and other charges for using electrical system of Distribution licensee. It will be the responsibility of LTOA customer to ensure timely payment of all applicable charges to Distribution licensee (HPSEBL) by itself or from its beneficiary (ies) /supplier (s).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follow:

- 1.0 LTOA customer shall pay the charges for Medium term open access in electrical system of Distribution Licensee and charges for making connectivity to electrical system of Distribution Licensee as notified by HPERC/CERC time to time.
- 2.0 LTOA customer would provide payment security towards monthly wheeling charges in the form of irrevocable monthly revolving LC through a scheduled commercial bank in favour of "H. P. State Electricity Board Ltd.," equivalent to 105% of the average monthly wheeling charges atleast 15 days before the commencement date of LTOA. LC should remain valid up to one month after LTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be furnished in favour of "H. P. State Electricity Board Ltd.", by LTOA customer which would be in place atleast 3 (three) months prior to the date of scheduled commencement of LTOA with validity upto 1 (one) month after the expiry of LTOA period.
- 3.0 The estimated average charges for use of electrical system of Distribution licensee would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by LTOA customers.
- 4.0 In case the LTOA customer defaults in making payment of the monthly charges of Distribution licensee then, Distribution licensee shall be entitled to encash/adjust the LC/BG immediately after giving one week notice in writing to LTOA customer.
- 5.0 In case of encashment/ adjustment of the LC/BG by the Distribution licensee against non-payment of monthly charges by LTOA customer, the same should be immediately replenished/recouped by LTOA customer before the next billing cycle.
- 6.0 The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by:

- A Public Sector Bank, or
 - Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs. 100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement or
 - Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A- (A minus) or equivalent by reputed rating agency.
- 7.0 The surcharge shall be levied by Distribution Licensee in case of delayed payments. The provision for levy of surcharge in the monthly bills shall be governed as per notification/directives/guidelines issued/to be issued by HPERC/CERC/GOI from time to time.
- 8.0 The Distribution Licensee agrees to provide Long Term Open Access required by LTOA customer as per the details mentioned above and in accordance with the Regulations under the H.P. Electricity Regulatory Commission, Regulations 2010 and conditions specified by the HPERC from time to time.
- 9.0 LTOA customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:
- 9.1 Long-term Open Access customer who has availed access rights for at least 12 years:
- 9.1.1 Notice of one (1) year - If such LTOA customer submits an application to the nodal agency at least 1 (one) year prior to the date from which such LTOA customer desires to relinquish the access rights, there shall be no charges.
- 9.1.2 Notice of less than one (1) year - If such LTOA customer submits an application to the nodal agency at any time lesser than a period of 1 (one) year prior to the date from which such LTOA customer desires to relinquish the access rights, such LTOA customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of a notice period of one (1) year.
- 9.2 LTOA customer who has not availed access rights for at least 12 (twelve) years:
Such LTOA customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights. Such a LTOA customer shall submit an application to the nodal agency at least 1 (one) year prior to the date from which such LTOA customer desires to relinquish the access rights. In case LTOA customer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such LTOA customer shall pay an amount equal to 66% of the estimated wheeling charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights.
- 9.3 The discount rate that shall be applicable for computing the net present value as referred to above shall be the discount rate to be used for bid evaluation in the Commission's Notification issued from time to time in accordance

with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power.

Once downsizing request has been accepted by Distribution Licensee, an intimation of LTOA for the reduced power shall be issued and the same shall be informed to LTOA customer and concerned SLDC. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

- 10.0 In case the LTOA customer fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Distribution Licensee applicable wheeling charges for 66% of the quantum of the LTOA for 12 years. The LTOA customer shall furnish a separate Bank guarantee from a nationalized bank for an amount equivalent to the wheeling charges worked out for 12 years, at the rates applicable at the time of grant of LTOA by Distribution Licensee, for 66% of the quantum of power for which LTOA is agreed by Distribution Licensee. The Bank guarantee would be furnished in favour of the Distribution licensee within three months of signing of Power Wheeling Agreement. This bank guarantee would remain valid till 12year from the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the LTOA customer does not pay compensation to Distribution Licensee in the event of his failure to construct the generating station/dedicated system, abandon its project, Relinquishment/ Downsizing of Access Rights by him.
- 11.0 The LTOA customer shall not relinquish or transfer its rights and obligations specified in the Power Wheeling Agreement, without prior approval of Distribution Licensee and subject to payment of compensation, as determined by the HPERC from time to time.
- 12.0 In case of inter-State/intra-State LTOA involving transmission system of STU/CTU/any other transmission Licensee, the LTOA customer will apply & avail LTOA from them separately, if required. The Distribution Licensee will neither be responsible for any loss to the applicant on account of non availability/curtailed availability/delay in availability of LTOA for such transmission system nor be liable to pay any compensation to the LTOA customer for such system.
- 13.0 Dedicated system from the generating station to the interconnection point with electrical system of Distribution Licensee, is to be constructed and operated by the respective generator at its own cost and risk. In case of common system for injection of power from the generating stations to the interconnection point with electrical system of Distribution Licensee, modalities for construction/ operation & maintenance /wheeling charges etc., for such common system shall be mutually decided/agreed by the concerned generators. The Distribution Licensee shall not be responsible for any loss to the applicant of any kind for such system and also shall not liable to pay any compensation to the applicant for such system.
- 14.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under the HPERC Regulations 2010 and amendments issued from time to time.
- 15.0 The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent

that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting party.

But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Distribution/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

16. This Agreement shall be valid from the date of signing of this agreement till the validity of open access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case LTOA Customers continue to get distribution services from the Distribution Licensee even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

Signed for and on behalf of:-
[Distribution Licensee Details]

Signed for and on behalf of:-
[Applicant Details]

Agreement for Long Term Open Access

(Applicable for One party / Multi party developers requiring distribution system augmentation/strengthening)

BETWEEN

H. P. STATE ELECTRICITY BOARD LTD.

AND

----- OTHER LONG TERM OPEN ACCESS CUSTOMERS

This Power Wheeling Agreement entered into on theday of Two thousandbetween H. P. STATE ELECTRICITY BOARD LTD. , incorporated under the Companies Act, 1956 and wholly owned by Government of H. P. having its registered office at Vidyut Bhawan Shimla-4 (hereinafter called "Distribution Licensee" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

And

_____ Company/Firm/Association of persons/Individual incorporated under the companies Act, 2013 having its registered office at _____ A

And

_____ Company/Firm/Association of persons/Individual incorporated under the companies Act, 2013 having its registered office at _____ B

And

_____ Company/Firm/Association of persons/Individual incorporated under the companies Act, 2013 having its registered office at _____ C

|
|
|

And

_____ Company/Firm/Association of persons/Individual incorporated under the companies Act, 2013 having its registered office at _____ Z
and (hereinafter collectively referred to as Long Term Open Access Customers and individually referred to as Company/Firm/Association of persons/Individual-A, BZ respectively) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the second, third, fourth ----- and ----- respectively.

- A) Whereas Long Term Distribution Customers are the Power Project Developers and are desirous to avail Long Term Open Access in accordance with Himachal Pradesh Electricity Regulatory Commission (Grant of Connectivity, Long-term and Medium-term intra state Open Access and related matters) Regulations, 2010 hereinafter referred to as "Regulations" and Electricity Act 2003 (including their amendments if any) to the electrical System of Distribution Licensee for transfer of power from the inter connection point with electrical system of Distribution Licensee to the places of delivery as per the details contained in the Annexure-1.
- B) Whereas the comprehensive electrical system for above Long Term Open

Access was evolved by STU, developers, Constituents and Distribution Licensee which was discussed in a meeting held at ----- on -----

- C) The dedicated system required for evacuation of power from respective generating units to the interconnection point with the electrical system of Distribution Licensee has been finalized in consultation with -----, developers and Constituents and shall be built, owned, operated and maintained by respective Long Term Open Access Customers at their cost as indicated at Annexure-2.
- D) Each of the project developers i.e., the long term open access customers have agreed to share and bear the cost for the electrical system required for direct evacuation of power from respective generating units to the interconnection point with the electrical system of Distribution Licensee inclusive of cost of augmentation required at interconnection point as per the approved scheme and as decided by H.P. Electricity Regulatory Commission. Such cost will be settled among the Long Term Open Access Consumers at their own and Distribution Licensee shall not bear any cost on this account.
- E) AND WHEREAS in accordance with Himachal Pradesh Electricity Regulatory Commission Regulations 2010 and Electricity Act 2003 (including their amendments if any) and in accordance with the term mentioned above, Distribution Licensee has agreed to provide Long term open access required by these LTOA Customers from the date of availability required electrical system of Distribution Licensee.
- F) AND WHEREAS Long term Open Access customers have agreed to share and pay all the wheeling charges of Distribution Licensee as specified in the regulations from time to time and also as determined by the Himachal Pradesh Electricity Regulatory Commission from time to time in accordance with the regulations.
- G) AND WHEREAS it has become incumbent upon Long term Open Access Customers and Distribution Licensee to enter in to Bulk Power wheeling Agreement as envisaged under the H.P. Electricity Regulatory Commission Regulations, 2010 (including their amendments if any) for payment of above wheeling charges.
- H) And Whereas the Long term Open Access customer is desirous of wheeling its power through Long term access and has agreed to pay the wheeling and other charges for using electrical system of Distribution licensee. It will be the responsibility of Long term customer to ensure timely payment of all applicable charges to Distribution licensee (HPSEBL) by itself or from its beneficiary(ies) /supplier (s).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follow:

- 1.0 The Distribution Licensee agrees to provide Long Term Open Access required by Long term Open Access customer as per the details mentioned above and in accordance with the Regulations under the H.P. Electricity Regulatory Commission Regulations, 2010 and conditions specified by the HPERC from time to time.

The Long Term Open Access is granted w.e.f. 00:00 hrs of _____ day of Two

thousand _____ and it will be for a period of _____ days/months/years i.e. upto 00:00 hrs of _____ day of Two thousand _____ .

- 2.0 Long term open Access customer shall share and pay the wheeling charges in LTOA customer shall pay the charges for Long term open access in electrical system of Distribution Licensee and charges for making connectivity to electrical system of Distribution Licensee as notified by HPERC/CERC time to time.
- 3.0 LTOA customer would provide payment security towards monthly wheeling charges in the form of irrevocable monthly revolving LC through a scheduled commercial bank in favour of "H. P. State Electricity Board Ltd.." equivalent to 105% of the average monthly wheeling charges atleast 15 days before the commencement date of LTOA. LC should remain valid up to one month after LTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be furnished in favour of "H. P. State Electricity Board Ltd.", by LTOA customer which would be in place atleast 3 (three) months prior to the date of scheduled commencement of LTOA with validity upto 1 (one) month after the expiry of LTOA period..
- 4.0 The estimated average charges for use of electrical system of Distribution licensee would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by LTOA customers.
- 5.0 In case the LTOA customer defaults in making payment of the monthly charges of Distribution licensee then, Distribution licensee shall be entitled to encash/adjust the LC/BG immediately after giving one week notice in writing to LTOA customer.
- 6.0 In case of encashment/ adjustment of the LC/BG by the Distribution licensee against non-payment of monthly charges by LTOA customer, the same should be immediately replenished/recouped by LTOA customer before the next billing cycle.
- 7.0 The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by:
 - A Public Sector Bank, or
 - Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs. 100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement or
 - Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A- (A minus) or equivalent by reputed rating agency.
- 8.0 The surcharge shall be levied by Distribution Licensee in case of delayed payments. The provision for levy of surcharge in the monthly bills shall be governed as per notification/directives/guidelines issued/to be issued by HPERC/CERC/GOI from time to time.
- 9.0 The Distribution Licensee agrees to provide Long Term Open Access required by Long term Open Access customer as per the details mentioned above and in accordance with the Regulations under the H.P. Electricity Regulatory Commission Regulations, 2010 and conditions specified by the HPERC from time to time.
- 10.0 The Long term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Power Wheeling Agreement, without prior approval of

Distribution Licensee and HPERC and subject to payment of compensation in accordance with the HPERC Regulations issued from time to time.

- 11.0 In case the LTOA customer fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Distribution Licensee applicable wheeling charges for 66% of the quantum of the LTOA for 12 years. The LTOA customer shall furnish a separate Bank guarantee from a nationalized bank for an amount equivalent to the wheeling charges worked out for 12 years, at the rates applicable at the time of grant of LTOA by Distribution Licensee, for 66% of the quantum of power for which LTOA is agreed by Distribution Licensee. The Bank guarantee would be furnished in favour of the Distribution licensee within three months of signing of Power Wheeling Agreement. This bank guarantee would remain valid till 12year from the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the LTOA customer does not pay compensation to Distribution Licensee in the event of his failure to construct the generating station/dedicated system, abandon its project, Relinquishment/ Downsizing of Access Rights by him.
- 12.0 In case augmentation/strengthening of electrical system of Distribution Licensee is required for grant of LTOA, the applicant will provide additional Bank Guarantee for an amount equivalent to rupees 5 (Five) lakh/MW of total power to be transmitted by applicant through the electrical system of Distribution Licensee. The Distribution Licensee will undertake the augmentation/ strengthening of its electrical system required for grant of LTOA to the applicant, only after receipt of Bank Guarantee for the aforesaid amount from the applicant. The applicant will be responsible for any delay in grant in LTOA on account of non submission of BG. This bank guarantee would remain valid till the date of commencement of LTOA and will be encashed by the Distribution Licensee, in case the applicant fails to avail LTOA in the event of his failure to construct the generating station/dedicated system or makes an exit or abandon its project. This compensation will be apart from the compensation payable by the applicant as per S.No.11.0 above.
- 13.0 The LTOA customer shall not relinquish or transfer its rights and obligations specified in the Power Wheeling Agreement, without prior approval of Distribution Licensee and subject to payment of compensation, as determined by the HPERC from time to time.
- 14.0 In order to monitor/ review the progress of generating units along with its direct evacuation lines and also the common distribution system, Joint co-ordination meeting with the representative of each developers and Distribution Licensee shall be held at regular interval (preferably quarterly) after signing of this Agreement.
- 15.0 In case of inter-State/intra-State LTOA involving transmission system of STU/CTU/any other transmission Licensee, the LTOA customer will apply & avail LTOA from them separately, if required. The Distribution Licensee will neither be responsible for any loss to the applicant on account of non availability/curtailed

availability/delay in availability of LTOA for such transmission system nor be liable to pay any compensation to the LTOA customer for such system.

16.0 Dedicated system from the generating station to the interconnection point with electrical system of Distribution Licensee, is to be constructed and operated by the respective generator at its own cost and risk. In case of common system for injection of power from the generating stations to the interconnection point with electrical system of Distribution Licensee, modalities for construction/ operation & maintenance /wheeling charges etc., for such common system shall be mutually decided/agreed by the concerned generators. The Distribution Licensee shall not be responsible for any loss to the applicant of any kind for such system and also shall not liable to pay any compensation to the applicant for such system.

17.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under the HPERC Regulations 2010 and amendments issued from time to time.

18.0 The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting party.

But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Distribution/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

18.0 This Agreement shall be valid from the date of signing of this agreement till the validity of open access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case LTOA Customers continue to get distribution services from the Distribution Licensee even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness For and on behalf of Company/Firm/ Association of persons/Individual For
and on behalf of Distribution Licensee

1.	Signature :.....	Signature:.....
	Name:.....	Name:.....
	Designation.....	Designation.....

2. For and on behalf of
Company/Firm/ Association of
persons/Individual A
Signature :.....
Name:.....
Designation.....

Signature:
Name:.....
Designation.....

3. For and on behalf of
Company/Firm/ Association of persons/Individual Z
Signature :.....
Name:.....
Designation.....

Signature:.....
Name:.....
Designation.....

**List of Gen Projects and their beneficiaries
Details of Generation Projects**

Sl. No	Applicant	Gen. Project Capacity (MW)	LTOA Applied for (MW)	Location	Time Frame (Unit wise)	Long Term Access granted			
1.									
2.									
3.									

Electrical system to be implemented by Generation project developers and its Schedule of commissioning

Sr. No.	Name of Scheme & Elements
1.	
2.	
3.	
4.	

Note:

- a) The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
- b) In case of any major development, if there is any change in the distribution system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
- c) In case, in future, any other long-term Open Access customer(s) is/are granted open access through the above electrical system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable wheeling charges.

**PROFORMA FOR BANK GUARANTEE
(To be stamped in accordance with stamp Act)**

Ref..... Bank Guarantee No..... Dated

To

**H.P State Electricity Board Ltd.
Vidyut Bhawan,
Shimla -171004.**

Dear Sirs,

In consideration of the H. P. State Electricity Board Ltd. (here in after referred to as the HPSEBL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to Distribution tohaving its registered office at ____ (hereinafter referred to as thewhich expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated _____ with charges valued at Rs _____.

And whereas the said Agreement has been unequivocally accepted by the and thehaving agreed to provide a Bank Guarantee in favour of the HPSEBL as payment security guaranteeing to bear the full charges of HPSEBL distribution system amounting to Rs _____ for a period of _____.

And whereas _____ Bank, a body incorporated under the _____ law, having its branch office at _____ and its Registered/Head Office at _____ hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the HPSEBL on its first written demand any and all monies payable by thein respect of the said wheeling charges/SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the HPSEBL on the Bank shall be conclusive and binding notwithstanding any difference between the HPSEBL andor any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the HPSEBL and further agrees that the guarantee herein contained shall continue to be enforceable till the HPSEBL discharges the guarantee. The decision of the HPSEBL declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The HPSEBL shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right

which they might have against the and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the HPSEBL and the or any other course or remedy or security available to the HPSEBL. The Bank shall not be released of its obligations under these presents by any exercise HPSEBL or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the HPSEBL or any other indulgence shown by HPSEBL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the HPSEBL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the and notwithstanding any security or other guarantee the HPSEBL may have in relation to the liabilities. Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by the.....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws. The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this.....day of20 at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
(To be stamped in accordance with Stamp Act)

Ref. Bank Guarantee No. Date

To

**H.P State Electricity Board Ltd.,
Vidyut Bhawan,
Shimla -171004.**

Dear Sirs,

In consideration of the H. P. State Electricity Board Ltd., (hereinafter referred to as the HPSEBL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No..... dated.....with LONG TERM DISTRIBUTION CUSTOMER (Name of Customer.....with its Registered/ Head office at..... hereinafter referred to as the "LTOA CUSTOMER " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTOA customer in the said Agreement that in case of failure/delay to construct the generating station/dedicated distribution system or makes an exit or abandon its project by LTOA CUSTOMER, HPSEBL shall have the right to collect the wheeling charges and or damages considering the total estimated capital investment to be made by HPSEBL for total scheduled injection by LTOA CUSTOMER for an amount which shall be equivalent to the amount of Rs _____ to compensate such damages.

AND WHEREAS as per the aforesaid agreement LTOA customer is required to furnish a Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to HPSEBL as stipulated under Clause 05 of the said Agreement.

We.....(Name & Address of the Bank).....having its Head Office at..... (hereinafter referred to as the Bank , which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the HPSEBL on demand any and all monies payable by the LTOA CUSTOMER to the extent of as aforesaid at any time up to.....**.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA CUSTOMER.

Any such demand made by the HPSEBL on the Bank shall be conclusive and binding notwithstanding any difference between the HPSEBL and the LTOA CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of

the HPSEBL and further agrees that the guarantee herein contained shall continue to be enforceable till the HPSEBL discharges this guarantee.

The HPSEBL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the LTOA CUSTOMER. The HPSEBL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTOA CUSTOMER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the HPSEBL and the LTOA CUSTOMER or any other course or remedy or security available to the HPSEBL. The Bank shall not be released of its obligations under these presents by any exercise by the HPSEBL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the HPSEBL or any other indulgences shown by the HPSEBL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the HPSEBL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTOA CUSTOMER and notwithstanding any security or other guarantee the HPSEBL may have in relation to the LTOA CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to.....and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Dated this.....day of20.....at.....

Witness

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.
Date

Note:

1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.