



Himachal Pradesh State Electricity Board Limited

(A State Govt. Undertaking)

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No.HPSEBL/PR&ALDC/PC-127(Vol.VII)/2018-19- 4774-89

Dated: 18/02/2019

To

As per List attached

Sub: Swapping of power up to 550 MW on "As and When Available/ Required Basis" banking arrangements during FY 2019-20 – Offers thereof.

Dear Sir(s),

HPSEB Ltd. is anticipated to be surplus/deficit in power during real time operations during FY 2019-20 to the tune of up to 550 MW and intends to dispose/avail the same through banking arrangements on "As & When available/required basis" as per the following schedule and terms & conditions:

A) Supply of power by HPSEBL to Utility(ies)/Trader(s)

Period	Time Blocks			
	00:00 hrs to 06:00 hrs	06:00 hrs to 18:00 hrs	18:00 hrs to 22:00 hrs	22:00 hrs to 24:00 hrs
April, 2019 to October, 2019 (on as and when available/ Required basis	Up to 550MW	Up to 550MW	Up to 550MW	Up to 550MW

Return of power by recipient utility(ies)/Trader(s) to HPSEBL

- 100% of the power so banked by HPSEBL during the time blocks 00:00 hrs to 06:00 hrs and 22:00 hrs to 24:00 hrs shall be taken back in case the recipient utility returns the power during the time blocks of 07:00 hrs 18:00 hrs, otherwise 105% of the power shall be taken back during the time slots of 00:00 hrs to 06:00 hrs and 22:00 hrs 24:00 hrs. on uniform MW and firm basis.
- Period for return of power by recipient utility to HPSEBL will be as under:**

Sr. No.	Month of power supplied by HPSEBL	Month in which power is returnable to HPSEBL
1.	April & May, 2019	December, 2019
2.	June & July 2019	January, 2020
3.	August, 2019	February, 2020
4.	September & October 2019	March, 2020

- The minimum premium return for the power to be banked by HPSEBL during the time slots 00:00 hrs to 06:00 hrs and 22:00 hrs to 24:00 hrs with its return during the same time slots shall be 5% and preference shall be given to those utilities/traders who will offer premium more than 5%.

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- ii) Also preference shall be given to those utilities/traders who will offer return more than 100% for power to be banked by HPSEBL during the time slots 00:00 hrs to 06:00 hrs and 22:00 hrs to 24:00 hrs with its return during the time blocks 07:00 to 18:00 hrs.
- iii) Though the transaction of power under these arrangements is "As & When available/required basis", yet utilities/traders may offer transaction of power on RTC Vs RTC basis also.

The period for supply of power by HPSEBL to utility(ies)/traders is from April 19 to Oct. 19 and in case HPSEBL avails power in emergency during the above period, the quantum of power so availed by HPSEBL shall be adjusted 100% from the energy so banked by HPSEBL and the net returnable quantum shall be worked out on the balance quantum of energy after loading premium offered.

Even if available/required, power can be swapped under intraday arrangements for which utilities/traders shall have to mention rate of premium specifically.

B) Swapping of power between utilities/traders & HPSEBL on intraday basis:

Month/Period	Time Slots	Quantum (MW)	Delivery Point
April 19 to March 20	Any time slots between 00:00 hrs to 24:00 hrs	Up to 550MW	NR Regional Periphery

Utilities/Traders must offer premium on return of power by HPSEBL and period during which they intends to take back the power so banked with HPSEBL under this arrangement. The utilities/traders offering minimum premium shall be given preference.

2. **Due date of receipt of offer:**
Last date for submission of offers is 17:00 hrs of 28th February, 2019.
3. **Trading Margin:**
No trading margin shall be given by HPSEBL for transaction of power under above arrangements.

Terms & Conditions:

1. **Delivery Point:**
The delivery point for supply of power in either case shall be Regional Periphery i.e. NR periphery.
2. **Open Access Transmission Charges & Losses:**
 - c) **Up to Delivery Point:**
All Open Access Charges up to delivery point including SLDC charges, injection charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including Injection Losses shall be borne by the **Exporting Utility**
 - d) **Beyond Delivery Point:**
All Open Access Charges beyond delivery point including SLDC charges, drawl charges, RLDC Scheduling Charges or any other charges as may be applicable and all transmission losses including drawl losses shall be borne by **Importing Utility**.

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3. Scheduling:

- i) The recipient Utility/Trader shall apply for grant of Short Term Open Access and shall book the corridor/schedule the power with NRLDC. The Scheduling & Despatch of the power shall be coordinated by recipient utility with NRLDC & SLDC as per relevant provisions of IEGC and CERC Regulations. Any instruction issued/to be issued by CERC and/or any other statutory provision(s) shall also apply to scheduling & dispatch of power.
- ii) The supplying utility shall reimburse the open access and scheduling charges, if any, before delivery point, to recipient utility/Trader within 7 days after receiving the bill through Fax/Email failing which surcharge @ 1.25% per month calculated on day to day basis on outstanding amount after due date shall be payable by the supplying utility to recipient utility.

4. Energy Accounting:

- i) The accounting of energy shall be carried out by both the utilities on the basis of Implemented Schedule/Final REA issued by NRPC/NRLDC and will be at Regional Periphery.
- ii) Under this banking arrangement energy will be exchanged with energy only. Both the parties will take/supply the excess/less power supplied/received, if any, during the period 01.04.2020 to 15.04.2020. However, any unadjusted quantum still remains by the end of banking cycle i.e.15.04.2020, the same shall be settled @ Rs.5.25 per kWh.

5. Revision/Cancellation of Open Access:

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

6. Rebate:

No rebate shall be applicable on energy as well as Open Access Bills.

7. Surcharge for Late Payment:

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

8. Compensation for Default:

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

9. Dispute Resolution:

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

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parties. However, both the parties shall perform their respective contractual obligation under the agreement during the disputed period.

Yours faithfully,

Cuphal
18/2/19

Chief Engineer (Sys. Op),
HPSEB Ltd., Vidyut Bhawan,
Shimla-171 004.

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