

**SHORT TERM OPEN ACCESS AGREEMENT
BETWEEN
HP STATE ELECTRICITY BOARD LTD.
&**

M/S _____

This Agreement is entered into on this _____ day of.....Two Thousand (20....) between **Himachal Pradesh State Electricity Board Ltd**, having its registered office at Vidyut Bhawan, Shimla-171004 (hereinafter referred to as “**HPSEB Ltd**”, which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **First Part** and M/S _____ having its registered office at _____ (hereinafter referred to as “_____”, which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **Second Part**.

1. Whereas the Second Part M/S _____ now an Open Access Customer is electricity Customer and/or embedded Generator of HPSEB Ltd at _____ with Connected Load/Generation _____ MW and Contract Demand _____ MW, Peak Load Exemption _____ MW since _____ and getting/selling Power from/to HPSEB Ltd.
2. AND WHEREAS the Second Part M/S _____ has applied for grant of Open Access or NOC/Standing Clearance for purchasing/selling power from/on the platform of Power Exchanges in India through M/S _____ for _____ MW of power; this transaction shall be dealt with as per the Provision existing in HPERC(Short Term Open Access) Regulations, 2010.
3. AND WHEREAS the First Part HPSEB Ltd has agreed to give Open Access/consent/NOC to the Second Part, the same shall be governed by the terms and conditions detailed hereunder.

Now therefore, in consideration of the above and the covenants of this Agreement, First Part HPSEB Ltd and Second Part, the Open Access Customer enter into an agreement as set forth hereunder:

Undertaking as signed by the Second Part shall form and constitute an integral part of this agreement.

Terms and Conditions governing Agreement for Open Access

The Short Term Open Access is being allowed as per the provisions of HPERC(Open Access Regulations), 2010 and CERC(Open Access Regulations), 2009 and subsequent amendments thereof and thus shall be governed by the terms and conditions stipulated therein.

1. **Charges for open access in distribution.-** The Second Part i.e. Open Access Customer(s) shall pay the wheeling charges determined, from time to time, under the Himachal Pradesh Electricity Regulatory Commission (Terms and Conditions for Determination of Wheeling Tariff and Retail Supply Tariff) Regulations, 2007, for the use of the distribution system.
2. **Operating Charges.-** Operating charges at the rate of Rs. 2,000 /- (Rs Two Thousands) only per day or part of the day for each transaction of the State Load Dispatch Centre, Shimla shall be payable by the Second Part.

Note 1.--The operating charges include fee for scheduling, system operation and collection and disbursement.

Note 2.--The operating charges collected by the Nodal Agency i.e. SLDC Shimla shall be in addition to the fees and charges specified by the Commission under sub-section (3) of section 32 of the Electricity Act, 2003.

3. Surcharge.- (1) In addition to the wheeling charges, the Second Part availing open access in distribution shall pay a surcharge specified by the Commission in the Himachal Pradesh Electricity Regulatory Commission (Cross Subsidy Surcharge, Additional Surcharge and Phasing of Cross Subsidy) Regulations, 2006 as amended from time to time.

4. Unscheduled Inter-change (UI) Charges.- (1) All transactions for intra-State entities under Regulations *ibid*, shall be accounted for and included in the respective day-ahead net interchange schedules of the concerned intra-State entity issued by the Nodal Agency i.e. State Load Despatch Centre, Shimla.

(2) the overdrawl of power by the Second Part i.e. Open Access Customer shall be payable to First Part HPSEB @105% of Inter-state UI rate or his Sale rate/applicable tariff of HPERC whichever is higher and the underdrawl shall be payable to the Second Part as 95% of inter-state UI rate or applicable tariff rate as per HPERC which ever is lower.

5. Payment of wheeling charges and operating charges.- The Second Part shall deposit with the Nodal Agency i.e. SLDC Shimla wheeling charges and operating charges within three (3) working days of grant of application. The Transmission and Wheeling charges applicable shall be as per HPERC(Open Access Charges) Regulations, 2010 as amended from time to time.

6. T&D Losses

(1) The Second Part shall absorb apportioned energy losses in the transmission and distribution system as estimated by the State Load Despatch Centre. Till such time, the Losses are estimated by SLDC Shimla, the Second Part shall bear the Transmission and Distribution losses considered by HPERC for fixation of tariff for the year 2010-11.

7. Default in payment of open access charges.-

(1) In case of default in payment of the application fee or the charges specified under Regulations *ibid*, the Nodal Agency i.e. SLDC Shimla may, decide not to schedule the transaction, or to cancel the scheduling of already scheduled transaction, or not to entertain any application of such persons in future until such time the default is cured. In such an eventuality the First Part i.e. HPSEB Ltd shall not be liable to pay any losses/damages whatsoever incurred by the Second Part.

(2) Notwithstanding the above, the Second Part committing default in payment shall pay simple interest at the rate of 0.04% for each day of default to Nodal Agency i.e. SLDC Shimla.

8. Reactive Energy Charges.-

(1) The payment and receipt of the reactive energy charges by the Second Part shall be in accordance with the relevant provisions of the Grid Code.

(2) The reactive energy draws and injections by Second Part shall be governed by the relevant provisions of the Himachal Pradesh Electricity Distribution Code, 2009.

9. Collection and disbursement of wheeling charges, and operating charges.-

The wheeling charges and the operating charges payable by the Second Part allowed short-term open access in distribution system shall be collected and disbursed by the Nodal Agency i.e. SLDC Shimla to the First Part within three days of its receipt alongwith interest charges whatsoever collected from the Second Part.

10. Govt. taxes/levies

Any taxes/levies applicable on Open Access transaction as imposed by Central and State Government and local bodies from time to time shall be borne by the Second Part i.e. Open Access Customer.

11. Non-Utilization of Open Access Capacity

(1) The Second Part may surrender the capacity allotted to him by serving a notice on SLDC Shimla/NRLDC as per CERC Regulations with a copy to concerned Chief Engineer (System Operation) and SE of concerned Circle namely____, if he is unable to utilize the full capacity allotted to him.

(2) The Second Part whose capacity has been reduced or cancelled or surrendered shall bear the Open Access charges based on the original capacity booked for a period of 30 days from the date of receipt of request.

12. Metering, Meter Reading and Billing

Special Energy Meters.-

(1) Special Energy Meters alongwith telemetry connection shall be installed by the Second Part for open access in distribution for and at the cost of the Second Part. The Open Access shall commence only after the installation and Commissioning of SEMs and the SE Concerned namely ____ of the First Part shall certify the same.

(2) Special Energy Meters installed shall be capable of time-differentiated measurements for time block wise active energy and voltage-differentiated measurement of reactive energy in accordance with Annexure – 2 of the Grid Code.

(3) Special Energy Meters shall always be maintained in good condition by the Second Part.

(4) Special Energy Meters for the Second Part shall be open for inspection by any person authorised by the First Part i.e. HPSEB Ltd or the Nodal Agency i.e. State Load Despatch Centre.

(5) These Meters shall be in addition to the existing Energy meter installed by First Part i.e. HPSEB Ltd at the premises of the Second Part-Customer for billing purpose. The CT/PT units to which the SEMs shall be connected shall be of accuracy class 0.2 or better. Main and Standby/Check Meters shall be connected to separate sets of CTs and VTs wherever available.

(6) Both the parties agree to the provisions relating to metering, joint meter reading, sealing and settlement and shall be governed by HPERC Open Access Regulation and Grid Code amended from time to time. The data of these SEMs installed shall be downloaded every month through a JMR and submitted to SLDC SHIMLA and concerned Sub-Division/Division of HPSEB Ltd. The representative of First Part i.e. HPSEB Ltd for JMR shall be concerned AE/AEE in jurisdiction of which the Second Part falls.

(7) The Second Part shall intimate the Nodal Agency i.e. SLDC SHIMLA, its day ahead consumption schedule for each 15 minute time block at its premises indicating separately the power to be purchased from HPSEBL and power to be procured through Open Access. The said schedule for the next day will have to be procured through Open Access. The said schedule for the next day will have to be submitted to the nodal agency by 11:00 Hrs failing which its requirement of power from HPSEB Ltd will be considered as “Nil”. Underdrawl/Overdrawls by the Second Part will be calculated on the energy actually consumed in 15 minutes time block less the quantum of schedule given by the second Part for

consumption from HPSEBL in the day-ahead schedule for each 15 minute time block. In addition the concerned Sub-division of HPSEB Ltd. will raise monthly bill on the second part comprising energy charges based on its daily energy consumption schedule for HPSEBL power given by second part plus demand charges will be payable in full even if “Nil” energy is scheduled by the second part from HPSEBL.

(8) For reconciliation of Energy data in 15 minute time block, the concerned Sr. Executive Engineers of First Part i.e. HPSEB Ltd and the representative of Second Part shall download the data and send to Nodal Agency i.e. SLDC Shimla through email as well as hard copy through speed post or special messenger every week.

(9) Monthly bills for energy charges calculated based on the daily schedules for power consumption from HPSEB Ltd system given by second part plus demand charges will be raised by the concerned sub-division of HPSEB Ltd and paid for by second part as per applicable tariff. Demand charges will be payable in full even if “Nil” energy is scheduled by the second part from HPSEBL. The energy transaction in peak, off peak and normal hours shall be authenticated and segregated by Nodal Agency i.e. SLDC SHIMLA based on the SEM reading & daily schedule given by the second part for consumption from HPSEBL and forwarded to SE concerned namely_____.

(10) The Second Part getting/selling power shall restrict its total power demand within its sanctioned demand/Generation during peak and off peak hours irrespective of its purchase of Power through Open Access. During peak load periods, the Second Part i.e. Open Access Customer will be eligible to draw power allowed in peak hours plus power purchased under Open Access(MW) restricted within Sanctioned Contract Demand subject to Transmission and Distribution constraints.

13. Payment Terms

- i) All Payments related to Short Term Open Access shall be made by the applicant/customer to the Nodal Agency i.e. SLDC Shimla.
- ii) All the payments shall be accepted upto 2.00 PM on working days and after due date payment shall be accepted with late payment surcharge.
- iii) Payment of energy Bills to First Part i.e. HPSEB Ltd in respect of electricity supplied shall continue to be made heretofore per applicable tariff.

14. Compliance of Grid Codes and Open Access Regulations

The parties hereto agrees to comply with the provision of HPERC Grid Code, Indian Electricity Grid Code, Distribution Code and Supply Code of HPERC or any other Code/Regulation enforced from time to time for use of Distribution System of First Part i.e HPSEB Ltd.

15. Open Access corridors may be booked by Second Part- Customer either on day ahead basis or monthly basis and procedure laid down by NRLDC shall be followed for granting concurrence by SLDC SHIMLA

16. In case the Second Part is procuring/selling power through Trader and the agreement ceases to be operative for any reason whatsoever, the Open Access granted shall be liable to be withdrawn without any notice.

17. The Open Access granted shall be subject to any subsequent conditions imposed by First Part HPSEB Ltd as the Second part-Open Access Customer is embedded in its system.

18. The Second Part - Open Access Customer shall clear all dues related to Energy Charges before availing Open Access and certificate to this effect shall be furnished by the Second Part-Customer after obtaining it from the Sr Executive Engineer/Additional Superintending Engineer of the concerned area.
19. The Second Part shall deposit security for an amount equivalent to 1 month average billing towards wheeling charges on Distribution System with the First Part before availing Open Access.
20. The First Part reserves its right to add/alter/amend/modify any of the clauses of this agreement.

21. Redressal mechanism

In case of any dispute regarding the Open Access charges, billing, the matter shall be referred to Nodal Agency i.e. SLDC Shimla. who shall investigate and resolve the same within 45 days: Provided that where the Second Part is aggrieved from the order of Nodal Agency i.e. SLDC Shimla , the Second Part may approach the Commission within 30 days from the date of order. The Commission shall endeavour to resolve the grievances within 45 days and the decision of Commission shall be final and binding.

22. Indemnity

The Second Part shall indemnify the First Part and the Nodal Agency i.e. SLDC Shimla from any and all damages, losses, claims and actions including those relating to injury or death of any person or damage of property, demands, suits, recoveries, cost and expenses, court costs and all other obligations by or to third party(s), arising out of or resulting from the Open Access Transaction.

23. Validity of Agreement

This agreement shall remain valid upto _____

24. Jurisdiction

It is expressly agreed by and between the parties hereto that any suit, application and or any other legal proceedings with regard to any matter(s), claims, differences, and or disputes arising out of this agreement shall be subject to jurisdiction of the Court(s) located at Shimla, H.P. alone.

In witness whereof the parties have signed this agreement on the day, month and year first written above

For and on behalf of
Second Part i.e. Open Access Customer

For and on behalf of
First Part i.e. HPSEB Ltd

Witness 1:

Witness 2:

Undertakings

1. The Second Part shall supply the copy of bid application made, approved/scheduled power transaction through Power Exchange to Nodal Agency i.e.SLDC Shimla immediately after the transaction is finalized.
2. The Second Part shall also furnish Daily/Monthly abstract of all power transactions made by us on prescribed proforma including the on which no bid was made or bid made is not accepted duly authenticated and signed by the authorized signatory.
3. The second part shall intimate the nodal agency i.e. SLDC, Shimla, its day ahead consumption schedule for each 15 minute time block at its premises indicating separately the power to be purchased from HPSEBL and power to be procured through Open Access. The said schedule for the next day will have to be submitted to the nodal agency by 11:00 Hrs failing which its requirement of power from HPSEBL will be considered as “Nil”.
4. The Second Part agrees for payment of Open Access UI as per the pricing mechanism notified by HPERC/CERC from to time.
5. In case of any difference in Energy Losses, wheeling, transmission, operating or any other charges remitted by the power exchange, First Part-HPSEB Ltd reserves the right to credit/debit in bill raised to the Customer. I/We undertake to pay the total bill including these charges
6. The Second Part understands that no relaxation in Monthly Minimum Charges or peak load exemption charges etc is admissible under grant of Open Access.
7. The Second Part will apply for Standing clearance/No Objection Certificate for purchase of power through Power Exchange minimum 3 working days before commencement of deemed date of purchase of power through Power Exchange. I/We have noted that Standing Clearance will be allowed by SLDC Shimla maximum upto three month.
8. The Second Part agrees to provide and meet all metering, protection and communication requirements as specified by HPERC, SLDC Shimla and First Part-HPSEB Ltd.
9. The Second Part undertakes to comply with the provisions of Grid Code and Open Access Regulations issued by HPERC and CERC from time to time.
10. The Second Part undertakes to maintain grid discipline and ensure actual energy draws as per the energy scheduled at the delivery point. In case of force majeure (breakdown of the unit) the customer shall intimate to the designated officer of First Part-HPSEB Ltd immediately through phone/fax.
11. The Second Part undertakes to co-ordinate with concerned officials of First Part-HPSEB Ltd to ensure meter data reading/downloading as per fixed schedule and deliver the meter data/readings at designated office for billing purpose.
12. The Second Part agrees that First Part -HPSEB Ltd shall be entitled to add/alter/amend/modify any of the above terms and conditions.

For and on behalf of Second Part

Name:

Designation::

Place:

Date: