

**DETAILED PROCEDURE FOR MAKING APPLICATION FOR GRANT OF MEDIUM TERM OPEN ACCESS (MTOA) IN ELECTRICAL SYSTEM (EHV, HV, LV, DISTRIBUTION) OF DISTRIBUTION LICENSEE (HPSEBL)**

**1. Outline**

- 1.1 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.
- 1.2 This procedure shall be applicable prospectively w.e.f. 1<sup>st</sup> April, 2015.
- 1.3 This Procedure shall apply to the Applications made for Medium Term Open Access (MTOA) 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 1<sup>st</sup> April, 2015.
- 1.4 The nodal agency for grant of MTOA 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 MTOA can be any day of the month. The designated office of Distribution Licensee i.e., HPSEBL for making application for grant of MTOA to the electrical system of HPSEBL shall be “**The Chief Engineer (Sys. Op.), HPSEBL, Shimla-04**”. All correspondence related to Medium-term 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**

- 1.5 MTOA is the right to use the electrical system of Distribution Licensee and/or associated facilities for any period exceeding three months but not exceeding three years and shall be provided on the basis of availability of wheeling capacity in the existing electrical system or electrical system under execution and likely to be available from the intended date of MTOA. The start date for Medium Term Open Access in electrical system of Distribution Licensee shall not be earlier than 5 months and later than one year from the last day of the month in which application has been made. In case of delay in commissioning of wheeling system under execution considered for such grant, which was beyond the control of the Distribution Licensee, then the date of commencement of MTOA shall be extended up to the date of commercial operation of the above system.
- 1.6 No augmentation of electrical system is envisaged for granting MTOA. Construction of dedicated line for wheeling shall not be construed as augmentation of the distribution system. The medium-term open access customer may, in conformity with the master transmission plan, arrange execution of the dedicated

transmission/distribution lines at its own risk and cost before the start date of the medium-term open access.

- 1.7 After receipt of application, any change either in timeframe, drawl/injection point or increase in quantum of power shall require submission of a fresh application and the already made application shall stand disposed off and its application fees forfeited. A power transaction involving combination of both multiple injections and one drawl point in case the MTOA is sought by a single consumer shall not require filing of separate applications.

## **2. Applications for MTOA**

Application for MTOA 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 Intra-State transfer of power, provided the power station from which the power is being sourced or the load, as the case may be, is already connected to the grid, whether the State grid or the Inter-State grid, or is likely to get connected to the grid before the intended start date of MTOA. 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 Medium-term Access has been applied for.
  - (iii) There should exist required facility for metering and energy accounting at the point of injection and point of drawl.
  - (iv) The trader shall submit a copy of valid trading license.
  - (v) All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.
- 2.1 A generating station, including captive generating plant or a consumer, seeking MTOA to electrical system of Distribution Licensee and/or associated facilities cannot apply for MTOA without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and medium-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 MTOA, for which documentary evidence w. r. t. the condition of

connectivity has to be submitted. Medium-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 MTOA.

### **3. Information/Data to be furnished along with the application**

- 3.1 The information in the application shall be supported by a sworn affidavit by the applicant as per the format given at [FORMAT- MTOA-1].
- 3.2 The application for MTOA shall be made as per the enclosed application format [FORMAT-MTOA-2] and shall include details like quantum of power to be injected at the suppliers point, details of injection & drawl points, time period from and up to which access is required, the source of power etc. and other details as sought in the application format.

### **4. Concurrence from Distribution Licensee**

- 4.1 If an inter-state utility is applying for MTOA, concurrence of the Distribution Licensee involved shall be obtained in advance and is to be submitted along with the application in the enclosed format [FORMAT- MTOA-3].
- 4.2 Where necessary infrastructure required for energy metering and time-block-wise accounting already exists in electrical system of Distribution Licensee and required wheeling capacity in the electrical system of Distribution Licensee is available, and the applicant has a valid PPA for buying or selling power for the same quantum for which MTOA is sought, then the Distribution Licensee shall convey its concurrence to the applicant in writing within 40 (forty) days beginning from the last day of the month in which application was received by the designated office of the nodal agency.
- 4.3 In case the Distribution Licensee decides not to give concurrence, the same shall be communicated to the applicant in writing, giving the reason for refusal within 40 (forty) days beginning from the last day of the month in which application was received by the designated office of the nodal agency.

### **5. Application Fee**

- 5.1 An application for Medium-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.	Quantum of Power to be injected/off taken into/from Electrical System of Distribution Licensee	Application Fees (Rs. Lakhs) Non-refundable
1	Up to 5 MW	1.00
2	More Than 5 MW and up to 10 MW	2.00
3	More Than 10 MW	3.00

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 Medium 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/medium 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 shall be applicable. Such consumers shall pay application fee for Medium Term Open Access at the rate equivalent to 25% of the rate specified as above (or as applicable from time to time).

5.2 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.

## **6. Time Lines for MTOA**

- 6.1 The start date of MTOA shall not be earlier than 5 months and later than one year from the last day of the month in which application has been made.
- 6.2 All applications shall be processed on first-come-first-served basis provided that the applications received during a month shall be construed to have come together on the last day of the month. 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 (Sys. O.), HPSEBL will forward the application to SE (PH&T), o/o Chief Engineer (SP), HPSEBL by 15<sup>th</sup> day of the 2<sup>nd</sup> month (after receiving the requisite application fees) to carry out the system studies and SE(PH&T) shall intimate the results to the Designated Office of Distribution Licensee by last day of the 2<sup>nd</sup> month. Based on the system study results, Distribution Licensee shall take decision on grant of MTOA and shall intimate the same to the applicant under intimation to SLDC by the 10<sup>th</sup> day of the 3<sup>rd</sup> month. The intimation shall be provisional and shall be applicable only after signing of necessary agreements and submission of requisite Letter of Credit (LC) and Bank Guarantee (BG).
- 6.3 Provided that while processing applications for MTOA received during a month, those seeking access for a longer time shall have a higher priority.
- 6.4 Incomplete applications shall be rejected mentioning reasons for rejections to the applicant.

## **7. Application**

- 7.1 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 MTOA

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

- 7.2 The Application should be submitted in a sealed envelope with "Application for MTOA" clearly marked on the envelope. 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**

## **8. Grant of MTOA**

- 8.1 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:

- 8.2 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 31<sup>st</sup> March, 2015, TTC shall be declared for the period 1<sup>st</sup> April, 2015 to 31<sup>st</sup> 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 MTOA 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 MTOA 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 Distribution Licensee 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.
- 8.3 While issuing MTOA permission, Distribution Licensee may grant or reject or reduce the time period or reduce the quantum of power applied for MTOA

application during the intimation. In case of rejection or reduction of time period, Distribution Licensee shall inform the reasons for doing so, in writing to the Applicant, and SLDC. The grant of MTOA shall be as per format given at [FORMAT-MTOA-4.]

- 8.4 After the grant of MTOA, the applicant shall sign the agreement with Distribution Licensee for sharing the wheeling charges within 30 days of grant of MTOA, which will form a part of the medium-term open access agreement [FORMAT-MTOA-5]. The MTOA Agreement shall contain the quantum of power, date of commencement and end of medium-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.
- 8.5 After signing of the MTOA agreement, the applicant shall submit a Bank Guarantee (BG) to Distribution Licensee equivalent to estimated wheeling charges of two months within 30 days from the grant of MTOA. The estimated average wheeling charges would be reviewed every six months/MTOA period whichever is less and accordingly the amount of Bank Guarantee would be enhanced/reduced by Medium-term customers.
- 8.6 In case the MTOA agreement has not been signed or requisite bank guarantee has not been submitted by the applicant within the stipulated period, the grant of MTOA shall be cancelled by the Distribution Licensee and the same shall be informed to Applicant, and SLDC.
- 8.7 On the expiry of period of the medium-term open access, the medium-term customer shall not be entitled to any overriding preference for renewal of the term.

## **9. Scheduling of Medium Term Open Access Transaction**

- 9.1 Scheduling of Inter-State open access transactions shall be done by RLDC in accordance with applicable Grid Code.
- 9.2 Scheduling of intra-State open access transactions shall be done by SLDC in accordance with the provisions of the State Grid Code.
- 9.3 The scheduling jurisdiction and procedure, curtailment and revision of schedule of MTOA 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.
- 9.4 **Underutilization of transmission capacity.** In case it is observed by SLDC/ALDC that the MTOA 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 MTOA customer asking the reasons for such under -utilization. The MTOA 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.
- 9.5 No refund of wheeling charges shall be made due to above curtailment.

## **10. Charges for Medium Term Open Access for electrical system of Distribution Licensee**

**A:** Medium 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 Medium Term Open Access customer as under:

Scheduling of all transactions pursuant to grant of Medium 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 MTOA 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, 2014as 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 MTOA 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 MTOA 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 draws 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 Contract Demand as per the provisions of Supply Code and relevant tariff order, he shall be entitled to draw power within such revised Contract 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 Medium 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 MTOA 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 MTOA 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 MTOA 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.

**11. Energy Losses**

The Medium 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.

**12. Interface Energy Meters**

- a) 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.
- b) Interface Energy Meters installed shall be in accordance with Annexure-2 to the Grid Code as amended from time to time.
- c) 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.

**13. 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.

**14. Standby Power**

The Medium Term Open Access Consumer shall have to tie up the supply of standby power under various eventualities such as non-scheduling of power from the generation source due to any reasons, including outages at the generation source which may be of planned, forced or emergent nature, and constraints in transmission system(s). Such Open Access consumers may get standby power from HPSEBL at mutually agreed terms & conditions for which separate agreement shall be executed between HPSEBL and Open Access Consumer.

**15. 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 MTOA applicant 15 days before the commencement date of MTOA. LC should remain valid up to one month after MTOA 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 MTOA with validity upto 1 (one) month after the expiry of MTOA period.

**16. Encashment/Discharge of Bank Guarantee**

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

16.2 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 MTOA term.

**17. Relinquishment/Downsizing of Access Rights**

17.1 A customer who has been granted MTOA, may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the medium-term customer, relinquishing its rights, shall pay applicable wheeling charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is lesser.

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

17.3 In case the applicant granted open access 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 the quantum of relinquishment for the period of relinquishment or 30 days whichever is lesser. The applicant shall furnish a Bank guarantee from a nationalized bank for an amount equivalent to the wheeling charges worked out at the rates applicable at the time of grant of MTOA by Distribution Licensee, for the quantum of power & period for which MTOA 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 the last day of MTOA and will be encashed by the Distribution Licensee, in case the MTOA customer does not pay applicable wheeling charges in the event of Relinquishment/Downsizing of Access Rights by him.

**18. 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.

**19. Payment of Transmission /Wheeling Charges And Fee & Charges For State Load Despatch Centre**

19.1 The wheeling charges in respect of medium term open access, shall be payable directly to Distribution Licensee by the MTOA customer.

Provided that the SLDC/Licensee/nodal agency may be designated by the Commission as the agency for the purpose of collecting and disbursing the wheeling charges for intra-state distribution system.

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

Provided further that the SLDC/Licensee/ Nodal agency so designated, shall enter into agreements with the Medium term customer for collection of wheeling charges and with the Distribution Licensee whose intra-state distribution system is being used for disbursement of transmission/ wheeling charges as received, pro-rata to the transmission/wheeling charges payable to the licensee and to the STU.

Provided further that the SLDC/Licensee/Nodal Agency, so designated shall be entitled to re-imbursement of reasonable cost incurred by it in collecting the wheeling charges of the other distribution licensee as approved by the Commission.

19.2 The fee and charges for the State Load Despatch Centre shall be directly payable by the medium term open access customer to the State Load Despatch Centre.

**20. 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.

**21. System studies by the nodal agency**

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 or refuse medium-term open access is made within the timeframe specified at Sr. No.6 above.

**22. 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 Medium-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  
Medium 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 Shimla .....day of ..... 20

DEPONENT

(To be duly attested by Notary)

**Application for Grant of Medium Term Open Access (MTOA)**

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 Medium Term Open Access (MTOA)	
	5a Quantum (MW) for which MTOA required	
	5b Date from which MTOA required ( <i>not earlier than 5 months and not later than 1 year from the last day of the month in which application has been received</i> )	
	5c Date upto which MTOA required ( <i>3 months to 3 years from the date from which MTOA is required</i> )	
	5d Injection of Power Entity State/Region Quantum-1 Connectivity with the Grid	

	5e Drawal of Power Entity State/Region Quantum-1 Connectivity with the Grid	
6	Details of DD/Cheque e-transaction (Application Fee) Amount (in Rs.) DD/Cheque transaction No. Date Bank Name Branch Name	
7	Details of Bank Guarantee and LC Amount (in Rs.) Bank Name Period of Validity	

**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 Medium Term Open Access**

Sr. No.	Description	Information to be furnished by Distribution Licensee
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 Licensee Others	
6	Details for Medium Term Open Access (MTOA)	
	6a Quantum (MW) for which MTOA is granted	
	6b Date from which MTOA is granted	
	6c Date upto which MTOA is granted	
7	Injection of Power Entity State/Region Quantum-1 Connectivity with the Grid	
8	Drawl of Power Entity State/Region Quantum-1 Connectivity with the Grid	
9	Wheeling Charges Applicable	

**Agreement for Medium Term Open Access**

**Power Wheeling Agreement between**

.....

**And**

**H. P. State Electricity Board Ltd.**

This Power Wheeling Agreement entered into on the .....day of .... Two thousand .....between 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 Medium Term Open Access Customer incorporated under the companies Act, 1956/2013 having its office at \_\_\_\_\_ (hereinafter called "MTOA 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 MTOA Customer is a generating company/ licensee/ consumer/others permitted by State Commission (**Company/Firm/Association of persons/Individual**) and is desirous to avail Medium 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, medium term open access shall be allowed by Distribution Licensee to MTOA customer.

And Whereas the Medium Term Open Access is required by the MTOA customer as per the following details:

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

The Medium 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 MTOA 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 MTOA 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 MTOA customer is desirous of wheeling its power through Medium 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 MTOA 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

- a) MTOA 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.
- b) MTOA 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 MTOA. LC should remain valid up to one month after MTOA 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 MTOA customer which would be in place atleast 3 (three) months prior to the date of scheduled commencement of MTOA with validity upto 1 (one) month after the expiry of MTOA period..
- c) 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 MTOA customers.
- d) In case the MTOA 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 MTOA customer.
- e) In case of encashment/ adjustment of the LC/BG by the Distribution licensee against non-payment of monthly charges by MTOA customer, the same should be immediately replenished/recouped by MTOA customer before the next



billing cycle.

- f) 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.
- g) 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.
- 2.0 The Distribution Licensee agrees to provide Medium Term Open Access required by MTOA 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.
- 3.0 MTOA customer granted Medium term open access may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency, provided that the MTOA customer, relinquishing its rights, shall pay applicable wheeling charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is lesser.  
Once downsizing request has been accepted by Distribution Licensee, an intimation of MTOA for the reduced power shall be issued and the same shall be informed to MTOA customer and concerned SLDC. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.
- 4.0 In case the MTOA 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 the quantum of relinquishment for the period of relinquishment or 30 days whichever is lesser. The MTOA customer shall furnish a separate Bank guarantee from a nationalized bank for an amount equivalent to the wheeling charges worked out at the rates applicable at the time of grant of MTOA by Distribution Licensee, for the quantum of power & period for which MTOA 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 the last day of MTOA and will be encashed by the Distribution Licensee, in case the MTOA customer does not pay applicable wheeling charges in the event of Relinquishment/Downsizing of Access Rights by him.
- 5.0 The MTOA 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.
- 6.0 In case of inter-State/intra-State MTOA involving transmission system of

STU/CTU/any other transmission Licensee, the MTOA customer will apply & avail MTOA 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 MTOA for such transmission system nor be liable to pay any compensation to the MTOA customer for such system

- 7.0 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.
- 8.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access. 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]**

**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 to .....having its registered office at \_\_\_\_ (hereinafter referred to as the .....which 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 the .....having agreed to provide a Bank Guarantee in favour of the HPSEBL as payment security guarantee 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 the .....in 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 and .....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 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 the .....to 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 of .....20 at.....

**WITNESS**

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)