

**Format-V: Undertaking to be furnished by the customer for Short Term Purchase/Sale of power under open access**

(On non-judicial stamp paper of Rs.25/- duly attested by Notary Public)

I/ We,           **name**           on behalf of M/s           **name of the firm**          , A/c No.

          **address**           having its Registered office at           **address**           and Works at           **address**           undertake(s) as under:-

1. Special Energy Meters (SEMs) capable of time-differentiated measurements for time block wise active energy and voltage-differentiated measurement of reactive energy in accordance with the HPERC Grid Code and the provisions of the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 along with telemetry connection have been installed in my premises by the licensee/ with the approval of licensee, after its testing from the labs of the licensee or any other Government recognised test house.
2. I/We will restrict our total demand to be within our sanctioned contract demand/ revised contract demand as the case may be and shall also further restrict the same as per the restrictions imposed by the concerned agencies from time to time. (Only for existing consumers of HPSEBL)
3. I/We will restrict our power drawal/injection under open access keeping in view the regulatory measures/restrictions imposed by HPSEBL in the relevant system. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per NOC/Concurrence is curtailed or cancelled by SLDC, I/We shall immediately reduce/stop the drawl of power through open access failing which SLDC may suspend the NOC/Concurrence for 3 days for each day's default.
4. I/We agree to revise the schedule if the under drawal/ over drawal or under injection/over injection persists for 2 days continuously. If I/We do not revise the schedule and under drawal/ over drawal or under/over injection continues for another 2 days, no scheduling will be allowed for next 3 days. The scheduling will be allowed only when a revised schedule is submitted by me/us. I/We agree to pay the Open Access charges for the full reserved capacity or used capacity, whichever is higher, for the entire period.
5. I/We agree that if the Open Access transactions proposed by me/us as a consumer of HPSEBL do not fully materialise, for reasons other than the corridor constraints, for two consecutive days, the further scheduling shall not be allowed for next three (3) consecutive days unless I/We furnish an unconditional commitment from the seller for supply of power to me/us.
6. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the HPPTCL /HPSEBL to meet the requirement of performance standards as specified in the Grid Code and in the relevant Codes for the concerned inter-connection point(s). I/We shall ensure that our loads do not cause violation of these standards. Open Access on the transmission system and wheeling on distribution system shall be subject to transmission and distribution system constraints. The provision of Open Access shall remain suspended/curtailed during such period in which such constraints persist.
7. I/We shall not be entitled to claim compensation, in any shape, for any loss or damage whatsoever arising out of failure due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God and any other reason including grid's failure beyond the control of HPSEBL/HPPTCL.
8. I/We agree to abide by the rostering or restrictions imposed by HPSEBL/HPPTCL on our feeders (Applicable only for customers connected to mixed feeders).
9. I/We undertake that Short Term Open access to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default including, but not limited to, the following: -
  - i) Having being declared as insolvent or bankrupt.
  - ii) having defaulted in clearing outstanding dues of SLDC/HPSEBL/HPPTCL for more than two months.
  - iii) Withdrawal of consent by Transmission and / or Distribution Licensee.