

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.

10. I/We will supply a copy of the agreement signed by me/us for Sale/ Purchase of power through open access. Any change of name/agreement, advance intimation shall be given by the customer which shall in case of trader, be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of SLDC.
11. I/We will book the Open Access corridor on the inter-State transmission system if so needed and seek alterations, if required, as per Open Access Regulations and procedure(s).
12. I/We will abide by the provisions of the Grid Code and Open Access Regulations issued by HPERC & CERC, as amended from time to time as well as the detailed procedure(s) framed thereunder.
13. I/We will also furnish block, Daily/Monthly abstract of all power injections made by me/us in each time block of 15 minutes on prescribed Performa (Format- VII). This information will be supplied for all the days for which scheduling is sought by us (customer) and granted by SLDC, including the days for which no bid is made by me/us (Generator/Seller) or the bid made is not accepted in the power exchange (indicating power scheduled through power exchange as zero for such day) duly authenticated by authorized signatory of the firm in the prescribed Performa.
14. I/We will operate a 24 hour control room and communicate real time power sale and purchase data through fax/telephone to control room of SLDC as well as HPSEBL.
15. I/We understand that no relaxation in demand charges or any other charges payable by us as a consumer of HPSEBL.
16. I/We will be liable to pay cross subsidy surcharge, additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access customers in accordance with HPERC (Short Term Open Access) Regulations, 2010, as amended from time to time and the procedures or any other provisions.
17. In case of any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, the SLDC/HPSEBL/HPPTCL reserves the right to charge the difference in bill raised to the customer. I/We undertake to pay the total bill including these charges.
18. I/We will pay all such the payments as are required to be made to SLDC, and are associated with Short Term Open Access to the office of SE (SLDC), HPLDS, Totu, Shimla-171011 remitted only by Bank Draft or RTGS/NEFT in favour of **State Load Despatch Centre** payable at Shimla up to 3:00 pm on working days. After due date, I/we agree to pay simple interest @ 0.04 % on total amount of the bill for each day of default from due date. In case of non-payment of dues, SE (SLDC) reserves the right to cancel acceptance for Open Access.
19. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as applicable.
20. Any taxes/levies applicable on Open Access transaction as imposed by Central and State Governments from time to time shall be borne by me/us.
21. I/We will fulfil our RPPO as per HPERC (Renewable Power Purchase Obligation and its Compliance) Regulations, 2010.
22. I/We will apply for No Objection Certificate/Concurrence/Consent for purchase of power through Power Exchange or through bilateral agreement minimum 3 working days before the commencement of intended date of purchase of power through Power Exchange. I/We have noted that acceptance will be given by SLDC for a maximum period upto one month at a time.
23. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /SLDC/HPSEBL/HPPTCL from time to time.
24. I/We may surrender the capacity allotted to me/us by serving a notice to SLDC/RLDC as per HPERC/CERC regulations, if I/We are unable or not in position to utilize the full or substantial part of the capacity allotted to me/us. In case our capacity has been reduced or cancelled or

- surrendered, I/We shall bear Open Access charges as per prevalent CERC/HPERC open access regulations.
25. I/We undertake to co-ordinate with concerned officials of HPSEBL to ensure meter data reading/downloading as per fixed schedule.
 26. I/We undertake to maintain grid discipline and ensure the energy injections/drawls as per the energy scheduled at the injection/delivery point.
 27. I/We confirm that the provisions of the detailed procedure framed under HPERC(Short Term Open Access) Regulations, 2010 have been perused and I/We agree to abide by the same.
 28. I/We agree that the disputes and complaints regarding metering and billing etc. will be first referred to the SLDC. The SLDC shall investigate and endeavour to resolve the grievance and in case of its non-redressal within stipulated period or any dispute, it shall be referred to the appropriate appellate authority by the SLDC or by the Open Access customer.
 29. I/We agree that HPSEBL/HPPTCL/SLDC reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

Name: _____ Designation: _____
Place: _____
Date: _____ Seal: _____

- Note: i) The undertaking is to be signed by the applicant/consumer on each and every page. Two set of the undertaking are to be furnished. One copy will be retained in the office of SE (SLDC), and second copy will be supplied to CE (SO&P), HPSEBL, Vidyut Bhawan, Shimla -171004, by the SLDC, while operationalising the Open Access.
- ii) For seeking concurrence of the transmission or the distribution licensee, undertaking, duly signed shall be submitted on plain paper.
 - i) Copy of company/Board resolution or authority letter in favour of authorized signatory to be attached.