



HARYANA ELECTRICITY REGULATORY COMMISSION

Bays No. 33 - 36, Sector-4, Panchkula-134109
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Website: - <http://herc.gov.in>

To

(Through Email)

The Managing Director,
HVPNL, Shakti Bhavan, Sector-6,
Panchkula-134109.
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The Managing Director,
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No. 162-166/HERC/Tariff
Dated: 15.04.2021

Subject:- Detail procedure for grant of connectivity and intra state open access.

Please refer to your memo no. Ch-154/ISB-521/Vol-III dated 22.03.2021, vide which the following draft procedures were submitted, for approval of the Commission:-

1. Procedure for grant of intra-state Short Term Open Access.
2. Procedure for grant of connectivity.
3. Procedure for grant of intra-state Medium/Long Term Open Access.

The Commission has discussed the draft procedures with the MDs of HVPNL and DISCOMs, in the meeting held on 15.04.2021 and after detailed deliberation approves the same. The pending applications shall be decided as per following order, as proposed vide memo no. Ch-201/ISB-535/Vol-III (Progress) dated 01.04.2021: -

- i) 24 applications where in-principle feasibility has been issued.
- ii) 26 applications where in-principle feasibility is yet to be processed.
- iii) Applications of Solar Parks after deciding i) & ii) above and making fresh assessment of technical feasibility considering quantum of solar power available from various plants where PPAs have been signed.

The copy of the approved procedure is enclosed.

Sd/-
Director (Tariff)
HERC, Panchkula

Encl: As above

HARYANA VIDYUT PRASARAN NIGAM LIMITED

**PROCEDURE FOR INTRA- STATE SHORT TERM OPEN ACCESS
OF TRANSMISSION AND/OR DISTRIBUTION SYSTEM OF THE
HVPNL/ UHBVNL AND DHBVNL.**



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Haryana Vidyut Prasaran Nigam Limited

PROCEDURES / GUIDELINES FOR SHORT TERM OPEN ACCESS

The objectives of this procedure are to facilitate ease of doing business in Haryana and disposal of applications made for Short Term Open Access in a transparent and time bound manner. These procedures, have been given a final shape after carrying out due diligence, however, the same may be reviewed or revised by HVPNL, with prior approval of HERC in order to address the practical issues /difficulties that may arise on implementing the same.

1. Preface:

- 1.1** This procedure for Short Term Open Access has been prepared /issued in compliance to the “Haryana Electricity Regulatory Commission (Terms and conditions for grant of connectivity and Open Access for Intra-State transmission and Distribution System) Regulations, 2012” dated 11th January 2012 and its 1st amendment issued on 03.12.2013, hereinafter referred to as “Principal Regulations” or “ the Regulations”. These Procedures shall be read in conjunction with the Regulations.
- 1.2** This procedure covers guidelines, terms and conditions and application formats for availing Intra-state open access in short term of Transmission and/or Distribution system of the licensee(s) i.e. Haryana Vidyut Prasaran Nigam limited (HVPNL) and/or Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL) and Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL).
- 1.3** This procedure, terms and conditions and charges shall also be applicable to embedded Open Access customers of UHBVNL & DHBVNL who use transmission system of HVPNL and/or Distribution of UHBVNL /DHBVNL in conjunction with the Central Transmission System through bi- lateral or collective transactions through power exchange, in line with HERC and/or CERC regulations for Short Term Open access, as amended from time to time.
- 1.4** This procedure shall be applicable for Transmission and Distribution capacity reservation for short term sale or purchase of power by Open Access customer or existing consumers of DISCOMs as well as bulk consumers/CPPs/IPPs or a state utility or an intra-state entity as a buyer or seller as entitled to avail Open Access under Open access Regulations, referred to as „Short Term Open Access Customer“ or "Customer“ herein after.
- 1.5** The timelines for approval of Short-Term Open Access shall be as per **Appendix I-A of the present procedure.**
- 1.6** The procedures along with requisite formats as described herein, shall also be available on HVPNL web site “www.hvpn.gov.in” SLDC Panipat website and DISCOMs web sites i.e. www.uhbn.org.in and www.dhvn.org.in.
- 1.7** This procedure shall come into force from the date of approval of the Commission. Till such time the detailed procedure for grant of short-term intra-State open access is approved by the Commission, intra- State open access shall continue to be granted as per the existing procedure, which shall, however, not be inconsistent with the provisions of the principal regulations.
- 1.8 For existing consumer and generating companies:**
 - (i) The exiting consumers or an existing generating company other than the licensees availing open access under agreements or government policy shall, within sixty (60)

days of coming into force of these procedure, submit to the HVPNL details of capacity contracted / utilized, point of injection, point of drawl, duration of availing open access, peak load, average load or any such other information as the HVPNL may require.

- (ii) The existing consumer or generating company (i) above may continue to avail open access as per the existing agreements or government policy for the period specified in those agreements or policies. Provided that the open access for subsequent period in respect of such consumers and generating company shall be governed by provisions of these procedure and the existing consumers shall pay surcharge / additional surcharge as specified by the Commission from time to time.

1.9 The person seeking application form for intra-State open access shall also be provided a copy of the detailed procedure along with each application form. The application form and detailed procedure shall be given on payment of nominal charges of Rs 100/-. However, in case of subsequent application, detailed procedure may not be required to be given along with the application form but a copy of subsequent amendment, if any, shall be provided to the existing or prospective open access consumers. The applicant can download the application form from the official website(s) free of cost.

2. Mandatory Requirements:

2.1 The following eligibility requirements / pre-conditions are to be fulfilled by the Short-Term Open Access customer before applying/availing the Short-Term Open Access.

Eligibility Requirements:

The eligibility requirements/conditions for grant of Short-Term Open Access shall be as laid down in the Principal Regulations, as amended from time to time, read with following requirements:

- i) Availability of spare transmission & distribution capacity:** The short term customer shall be eligible for STOA in accordance with the surplus capacity available on the intra-State transmission system/distribution system after use by the long term customers and the medium term customers, by virtue of **a)** Inherent Design Margins; **b)** Margins available due to variation in power flows; and **c)** Margins available due to in-built spare transmission / distribution capacity created to cater to future load growth without the need for system Augmentation.

ii) Contract Demand (CD) & voltage Level

- a)** The Open Access shall be permissible to a customer having demand of 0.5MVA and above, connected at 11 KV or above voltage levels.
- b)** The Open Access shall be permissible to a licensee, generating company, captive generating plant and consumer /person other than consumer of distribution licensee, having a demand of 1 MW and above & connected at 11 kV or above. The conversion to MW shall be done based on sanctioned CD and considering standard Power Factor (PF) as 0.9 for the purpose to assess the capacity in MW only.
- c)** The Open Access shall be permissible to a person covered by a policy of State Government existing as on the date of Coming into force of these procedure and Regulations in vogue relating to Captive Generations or generation from non-conventional sources of energy.

iii) Connectivity

The consumer/buyer or generating station/sellers/CPP seeking Open Access should be connected to Transmission/Distribution System of HVPNL/DISCOMs at 11KV or above. An Open Access Customer other than embedded customers of Discoms shall be eligible to obtain connectivity at the voltage level specified in the Principal Regulation, unless already connected, and shall apply for connectivity in accordance with the State Grid Code/Principal Regulations/ procedure for connectivity.

- a) For load of consumer or installed capacity of generator /CPP of 10 MW and above will be eligible for connectivity at 33 kV or above and for load of consumer or installed capacity of generator /CPP below 10 MW will be eligible to obtain connectivity at 33 kV or below.
- b) The generating station, including captive generating plant, or a consumer/person shall not be eligible for Open Access unless he has the connectivity or he applies for connectivity to the Intra State Transmission or distribution system as the case may be provided further a person may apply for connectivity as well as Open Access simultaneously.

iv) Feeder status/category of customer:

- a) Open Access shall be allowed on independent feeders emanating from Grid Sub- Stations.
- b) Consumers of two or more of distribution licensee having a combined CD of 1 MVA or above & connected to a common feeder, subject to the condition that they collectively apply through a group leader to be nominated by all such consumers on that feeder & also agree to rostering restrictions imposed by the utility from time to time.
- c) Open Access shall be permissible to a consumers who are not on independent feeder subject to the condition that they agree to system constraints as well as power cut restrictions imposed by the Utility serving them.
- v) A person, including its affiliates / associates, having been declared insolvent or bankrupt or having outstanding dues against him for more than two months billing of Distribution/Transmission licensee at the time of application shall not be eligible for open access. However, if the dispute regarding outstanding dues is pending for adjudication before any Forum or Court and stay is granted by the authority / Courts of competent jurisdiction , in such cases the person shall be considered eligible for seeking open access.
- vi) In case of Generators, besides fulfilling the connectivity requirement to HVPNL/DISCOM system, shall also be required to furnish copy of compliance report to the feasibility clearance issued by HVPNL or DISCOM, as applicable, along with a copy of HAREDA clearance in case of NRSE projects, Chief Electrical Inspector to Govt. of Haryana clearance and any other statutory clearance that may be required.
- vii) During peak load hour restrictions, the Open Access Consumers shall restrict their total drawl including drawl under Open Access mechanism to the extent of the peak load exemption allowed subject to Peak Load Exemption Charges (PLEC) if any. This implies that during peak load restriction hours the total drawl from all sources shall be limited to peak load exemption allowed under the principle Regulations as amended from time to time. .
- viii) If The quantum of energy as per accepted bid is less than the quantum applied by the embedded open access consumer then he shall inform the SLDC / distribution licensee about the quantum of energy as per approved bid and also the quantum of energy he would be drawing from the distribution licensee during the period during

which supply was scheduled through open access. The requisite information shall be provided in accordance with the manner and timeline prescribed by the Commission for the purpose.

- ix) PLEC and Transactions scheduled during peak load hour restriction:** In case an embedded open access consumer draws power over and above the quantum as per approved bid (Open Access power) or his entitled demand during peak load hours is lower than actual drawl, for such over drawl he shall be liable to pay penalty for violation of peak load hours at the rates as determined by the Commission from time to time. This implies that during peak load restriction hours the total drawl from all sources shall be limited to either quantum of approved bid (Open Access Power) or his allowed demand during peak load hours whichever is lower if PLEC is not applicable.

2.2 On meeting the mandatory eligibility requirements, the applicant shall be issued approval for grant of Short-Term Open Access/NOC/Standing clearance/concurrence whichever is applicable by the Nodal Agency. Thereafter, the following pre-conditions are required to be fulfilled by the Open Access applicant:-

i) Metering Requirements:

- a).** The Open Access Customer and all generating stations, irrespective of capacity, shall provide ABT compatible Special Energy Meters of accuracy class as per the technical specification of HVPNL / CEA at the point(s) of injection and point(s) of drawl. The 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 the metering Regulation of CEA and the provision of the Haryana Grid Code. The Open Access Customer shall provide ABT compliant Main Meters, Check Meters of the same specifications as Main Meters at the point(s) of injection and point(s) of drawl as specified in the Haryana Grid Code at its own cost.
- b).** An Open Access Customer may request State Transmission Utility or the Distribution Licensee, as the case may be, to provide Meter(s) at the cost of open Access Consumers. The meters shall be duly tested and sealed and shall also be tested at site by authorized person(s) of HVPNL and Distribution Licensee(s) as the case may be. HVPNL will empanel firms to facilitate consumer intending to purchase his own meter.
- c).** In respect of metering following shall be submitted before issuing standing clearance/NOC.
 - i) Joint certificate of metering system installed in compliance shall be obtained by Open Access Customers from respective M&P Circle/ Division of HVPNL & M&P Circle/ Division of Discom for open Access and shall be submitted. All open access customers shall abide by the CEA (installation and operation of meters) Regulations, 2006 as amended from time to time. The SEM shall be open for inspection by any person authorized by the HVPNL / distribution licensee as the case may be.
 - ii) Confirmation of Format of metering downloaded data as per format as per HVPNL specification/requirement of Energy Accounting centre of HVPNL.
- d).** The Main and Check Meters shall be periodically tested and calibrated by State Transmission Utility / distribution licensee as per Haryana Grid Code, CEA metering regulation requirement.
- e).** The Metering guidelines to be followed by Open Access customer/ HVPNL/Discoms shall be as per Appendix I-B.

f). Control Room :

To communicate with SLDC & ALDC an Open Access Customer shall provide the following, round the clock, facilities at its premises.

a) Telephone/Mobile with STD. **b)** Transmission and receipt of e-mail.

2.3 DISCOM/HVPL/SLDC shall have the right to refuse open access to customers / applicants or withdraw it any time in case of not fulfilling any of the eligibility conditions like change of feeder status, payment defaults, etc or otherwise due to any technical/operational constraints. Reasons for such refusal/withdrawal shall be recorded in writing and immediately conveyed to the customer / applicant.

3 Procedure for Submission of Application:

3.1 Application Format

The application for seeking Short-Term Open Access shall be made in the format/form prescribed for the purpose for applying for Open Access which shall be submitted to the Nodal Agency i.e. HVPL (State Transmission utility) with HQ at Panchkula in accordance with the Regulations and the procedures. The applicable formats as appended herein are listed as follows:

Nature of Short Term Open Access transaction to be applied	Type of Format/Form	Attachment Reference
Inter-state STOA purchase of power through Power exchange, for consumers of DISCOM	Form-IA (HPE)	Appendix IIA
Inter-state STOA purchase of power through Bilateral for consumers of DISCOM	Form-IB (HPB)	Appendix IIB
Inter-state STOA for sale of power through Power exchange	Form-IC (HSE)	Appendix IIC
Inter-state STOA sale of power through Bilateral	Form-ID (HSB)	Appendix IID
Intra-state Sale/Purchase of Power by consumer of DISCOM (Bilateral)	Form-IE(HSPB)	Appendix IIE
Inter-state Purchase of Power by non consumer of DISCOM through Power exchange	Form – IF (NCDPE)	Appendix IIF
Inter-state/Intra-state Purchase of Power by non consumer of DISCOM (Bilateral)	Form –IG (NCDPB)	Appendix IIG

3.2 Documents required: The application shall accompany the following documents:

Application Fee:

i). The application for Open Access shall be accompanied by a non-refundable application fee, specified as under, through RTGS in favour of **Sr. Accounts Officer/Tariff HVPL** payable at Panchkula.

Application fees are to be paid directly to "HVPL" account electronically through RTGS (Real- Time Gross settlement) as per detail given below:-

a) Payee H.V.P.N. LTD

b) Name of Bank ICICI Bank

- c) Branch SCO No 6 , Sector-11, Panchkula (Haryana)
- d) Branch Code 000043
- e) IFSC/RTGS Code ICIC0000043
- f) MICR No 160229002
- g) Current A/c No 004305000066

Proof of payment credited to the above "HVPNL" account must be mentioned & attached with the application.

The applications received during a month shall be construed to have arrived concurrently.

The application fee for all STOA shall be Rs. 5000 (Five Thousand) + applicable GST which is currently @ 18%.

II). **Self-attested documents:**

- a) Copy of proof showing Account No, Sanctioned Load and CD.
- b) Copy of Peak load exemption and/or continuous process industry letter.
- c) Copy of latest energy bill issued by distribution licensee, in case customer is a consumer of distribution licensee.
- d) Copy of stay granted by the competent authority, in case of disputes regarding outstanding dues pending with any Forum or Court.
- e) HAREDA clearance in case of Power producers/ CPPs/Generators using non conventional fuel.
- f) Feasibility clearance and connectivity details with transmission/distribution licensee in case of generators or a customer who is not a consumer of the Distribution licensee.
- g) Single Line Diagram of the electrical system showing details of metering equipments if installed in case of generators or a customer who is not a consumer of the Distribution licensee.
- h) Single Line Diagram of the electrical system showing details of metering equipments to be installed.

III). **Undertakings by the firm/ Consumers regarding**

- a) regarding not been declared insolvent or bankrupt
- b) Having no outstanding dues against the firm for more than two months billing of distribution/transmission licensee at the time of application.
- c) To accept rostering restrictions imposed by the utility in case of not on independent feeder from group leader by embedded Open Access Customer who have combined CD of 0.5MVA or above.
- d) To accept system constraints as well as the power cut restriction imposed by the utility in case of not on independent feeder by embedded Open Access Customer with contract demand of 0.5MVA or above.
- e) That the Power producers/ CPPs/Generators are non-conventional fuel based as per MNRE approved technology / guidelines.
- f) **Undertaking for Payment Security:**

In case of sellers/generators and Open Access customers (other than the consumers of the licensee), the applicant for open access will also be required to give an undertaking to open an irrevocable Letter of Credit in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months in line with payment security mechanism guidelines as per Principal Regulations, as amended from time to time.

g) Undertaking for Acceptance to Terms & Conditions:

An Open Access Customer shall also be required to submit a signed undertaking cum self-attested certificate on a legal paper (Non judicial stamp paper worth Rs 25/-) towards acceptance to the terms and conditions for short term Purchase/sale of Power through Open Access, as per **Form V (Appendix-V)**.

- 3.3** All applications for approval of Short-term Open Access complete in all respects, in duplicate, shall be submitted at the following office addressed in a sealed envelope marked "Application for –Short Term Open Access to: -
Chief Engineer /SO & Commercial
HVPNL Shakti Bhawan, Sec-6, Panchkula-134109
Telephone no.0172-2560547 Fax No :0172- 2560622
(E-mail: "openaccessharyana@hvpn.org.in) with CC to cesocomml@hvpn.org.in

- 3.4** The application completes in all respect, on receipt, shall be duly acknowledged and shall be allotted application Sr. No. indicating date of receipt. The date of receipt of application complete in all respects in the office of Chief Engineer/ System Operation & Commercial, HVPNL, Panchkula shall be considered as the date of application.

A consumer of distribution licensee (embedded consumer) intending to avail intra-State short term open access shall also furnish a copy of the application to the nodal officer of distribution licensee of his area of supply i.e Chief Engineer/ SO, UHBVN & DHBVN, Panchkula or Superintending Engineer/ SO, DHBVN Hisar as the case may be. The application shall be processed in the office of Chief Engineer /SO & Commercial HVPNL Panchkula.

- 3.5** Incomplete applications shall be liable for rejection. The reasons for rejection shall be communicated to the applicant.

4.0 PROCESSING/APPROVAL OF APPLICATION – The application shall be processed on first come first serve basis.

4.1 Consent by Distribution Licensee:

On receipt of application, HVPNL, shall forward one set of application to the following office for verification of field data/information and seeking consent from the nodal office of the Distribution Licensee i.e.

- Concerned Superintending Engineer/TS circle of HVPNL for submitting the feasibility for installation of SEMs for fresh application.
- Superintending Engineer/ SO, DHBVN Hisar or designated nodal officer of DHBVN if consumer is connected to DHBVN system
- Chief Engineer/ SO, UHBVN & DHBVN, Panchkula or designated nodal officer of UHBVN if consumer is connected to UHBVN system

4.2 Verification of Feeder status and Field data by DISCOM:

On receipt of application from HVPNL, the DISCOM nodal office shall verify the information and seek confirmations/field data from concerned field office of DISCOM on the Form IH (**Appendix- II H**), as under:-

- a) Certificate regarding feeder category status.
- b) Confirmation regarding outstanding dues against the firm for more than two months and detail of stay granted by Court/Forum, if any.
- c) Facility for providing metering by the Concerned SE/TS office of HVPNL.

4.3 Time Frame for Disposal of application of STOA from the date of receipt of

application complete in all respect.

- i) The maximum processing time for verification of field data and subsequent initial consent to HVPNL by the designated office of Distribution Licensee on the Form I-I (Appendix II-I), **shall be within 12 working days**, from the date of receipt of application from HVPNL.
- ii) The maximum processing time for verification of Facility for providing metering to HVPNL by the Concerned SE/TS office of Transmission Licensee **shall be within 12 working days**, from the date of receipt of application from HVPNL.
- iii) Subject to receipt of consent, as per (i) & (ii) above, the time frame for conditional approval, NOC/Standing clearance, concurrence/consent by the HVPNL shall be;
 - 07 working days in case of first time application involving distribution system / 7 working days involving transmission system.
 - 5 working days on subsequent transactions

Deemed Consent for application receive for 1st time:-In case the nodal office of DISCOM & TS office of HVPNL has not communicated refusal or consent of i) & ii) above within stipulated period of within 12 working days, from the date of receipt of application, in such case the Nodal agency shall issue reminder for asking consent within next 10 days. Non receipt of communication of refusal or consent within maximum period of 30 days, consent shall be deemed to be granted at the risk of DISCOM.

- 4.4** In case of incomplete or defective application, HVPNL shall communicate the deficiency or defect to the applicant by e-mail, or any other generally recognized mode of communication, within two (2) working days of receipt of application. In such cases, the date of receipt of application shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

Note:

- a) The above time lines are applicable in case of the total drawl including open access is less than or equal to the sanctioned contract demand.
 - b) The consent given by Distribution Licensee to HVPNL for approval of STOA shall be **valid for Three Months** from the date of its issue, for the purpose of issuing NOC/Standing Clearance/Concurrence/consent by HVPNL. The Distribution Licensee can withdraw its consent given to HVPNL in case of any violations in the mandatory/eligibility requirements of the OA customer , as specified under Clause 2.0 above, which shall be duly intimated to HVPNL by DISCOM.
- 4.5** Subject to fulfilling the mandatory requirements, receipt of timely consent of DISCOM and availability of spare transmission/distribution capacity without jeopardizing the safety of the grid, the case for grant of OpenAccess to the Short term customers shall be decided by the nodal agency i.e. HVPNL in consultation with DISCOMs.
- 4.6** Subsequent to the decision by the HVPNL, the conditional approval for grant of the Short term Open Access shall be conveyed to the Customer as per the Format (**Appendix II-J**) with a copy to Nodal Office in DISCOM and all concerned offices
- 4.7** After getting conditional approval, the Open Access customer will be required to complete necessary formalities like installation of meters, etc. within specified duration (60 days) as indicated in the approval letter. This period may be further extended by a maximum period of 60 days against a specific request of the OA customer.

5.0 Compliance of conditions and issue of NOC/Standing Clearance/Concurrence.

The Open Access customer shall comply with the conditions laid down in the conditional approval letter issued by the Nodal Agency for installation of metering requirement and submit, meter test reports along with site installation report indicating CT/PT ratio details & ABT meter data print outs duly signed by authorized officer by HVPNL & respective DISCOMs and the point wise compliance report of Metering Guidelines (**Appendix IC**) duly signed. Simultaneously, the customer shall intimate the intended date(s) of transaction to HVPNL as per the prescribed formats (**Form II/III**) for seeking NOC/Standing Clearance/Consent, as the case may be, along with Copy of MoU /agreement for sale /purchase of Open Access power, if applicable, and any additional information or documents required to be submitted as per the letter issued by HVPNL conveying the conditional approval.

Note: In case of conditional approval allowed by STU i.e HVPNL, no additional application fee shall be required for first NOC/Standing Clearance/Concurrence/Consent beyond 3 months.

6. ISSUE OF APPROVAL/CONSENT/NOC/ STANDING CLEARANCE/ CONCURRENCE

- 6.1** On receipt of the compliance of conditions and information as per Clause 5.0 above, HVPNL shall allot a unique Open Access ID No. (Account Number) to the customer, which shall be mentioned by the customer in all future requests for transactions/correspondence.
- 6.2** After verification of compliance of various conditions and receipt of additional documents, if any the Nodal Agency shall allow to operationalize the Short term Open Access, as per the request of the Open Access customer, from the intended date of

start and convey as under:-

- i) If the Open Access is not approved due to any reason, the customer shall be informed accordingly.
- ii) In case of Open Access transaction through power exchange, NOC/Standing clearance shall be issued and conveyed to the Power Exchange (IEX or PXIL) with a copy to customer and DISCOM & other offices. **(Form IV A or form accepted by concerned RLDC)**
- iii) In case of bilateral interstate transaction, concurrence shall be given and conveyed to Nodal RLDC with copy to customer and DISCOM. **(Form IV B) or form accepted by concerned RLDC**
- iv) Consent /Approval for intra-state Open access transaction shall be issued and conveyed to the customer with copy to DISCOM & other offices. **(Form IV C).**

6.3 Subsequently, the customer shall apply for NOC/Standing clearance, concurrence, consent, as the case may be, from the HVPNL, maximum up to a period of one month period, as detailed under 6.6 , as per the prescribed Format **(Form II/ III** as applicable) along with requisite application fee, as per Clause 3.2 herein above.

6.4 Time frame for disposal of NOC for subsequent transaction for STOA

- i) In case the nodal agency finds that the application for consent is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or by any other standard mode of communication, within two (2) working days of receipt of the application. The application may be resubmitted after removing the defect.
- ii) After satisfying with the existence of metering arrangement and availability of capacity the nodal agency shall convey its consent to the applicant by E-mail within 3 working day of receipt of application.
- iii) In case of refusal of NOC or standing clearance or concurrence or consent, as case may be, on the specified grounds like non availability of surplus transmission or distribution capacity or any operational constraints, such refusal shall be conveyed to the applicant, by e-mail, or any other usually recognized mode of communication, within three (3) working days, from the date of receipt of application along with reason for refusal.
- iv) **Deemed Consent:-**In case the nodal agency has not communicated any deficiency or defect in the application within two (2) working days from the date of receipt of application, or refusal or consent within the specified period of five (5) working days from the date of receipt of the application, consent shall be deemed to have been granted.

6.5 In case any operational constraints or congestion is anticipated in any of the transmission/distribution corridor, it shall also be immediately conveyed by DISCOM to the HVPNL as well as Short term Open Access Customer including the reduced transmission /distribution capacity which can be offered for Open access. The applicant concerned must inform the nodal agency, the acceptance of reduced Open Access capacity within 24 hours except in case of Day Ahead (upto 1 day) Open Access customer who shall inform within 2 hours. In case of non-receipt of revised information in time, it will be presumed that the applicant is no longer interested in revising it and HVPNL will process the application accordingly.

NOTE:

- 1) The application for approval, NOC/Standing clearance, concurrence, may be sent to designated office of HVPNL through e-mail. It shall be preferred to send application for NOC/Standing clearance, concurrence or consent as the case may be, complete in all respects through e-mail at ID "**openaccessharyana@hvpn.org.in**" as a pdf format attachment.
- 2) The Application Fee for each bilateral transaction or the collective transaction shall be accompanied by a non-refundable Application fee in the form of RTGS in favor of Sr. Accounts Officer/Tariff, HVPNL payable at Panchkula or through electronic transfer of funds (RTGS/NEFT) in favor of Accounts Officer/Cash, Panchkula at specified Account nos.
- 3) HVPNL will seek consent of DISCOM at least 15 days before expiry of earlier consent for issue of NOC/Standing Clearance/Concurrence as the case may be to the Open Access customer.

6.6 Procedure for Open Access**1) Involving inter-State transmission system:**

Notwithstanding anything contained in clauses (2) to (3) herein below, procedure for inter-State Open Access shall be as per Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, or its statutory re-enactments, as amended from time to time. HVPNL shall convey its consent or otherwise as per CERC (Open Access in inter-State Transmission) Regulations, 2008, or its statutory re-enactments, as amended from time to time.

Provided that in respect of a consumer connected to a distribution system seeking inter-State open access, the HVPNL, before giving its consent to the RLDC/ power exchange as required under the CERC regulations, shall obtain the consent of the distribution licensee concerned. The said distribution licensee shall convey its consent or otherwise within three (3) working days of receipt of request of the applicant through HVPNL.

2) Without involving inter-State transmission system:

Subject to the provisions of sub-regulation (1) herein above, intra-State short-term Open Access shall be in accordance with the provisions of clause (a) to (h) herein below:

(a) Open Access in advance

- i) Application may be submitted to HVPNL seeking short-term open access upto the fourth month, considering the month in which an application is made being the first month.
- ii) Separate application shall be made for each month and for each transaction in a month.
- iii) The application to the HVPNL shall be on the prescribed Form containing such details as capacity needed, generation planned or power purchase contracted, point of injection, point of drawl, duration of availing open access, peak load, average load and such other additional information as may be required by the Nodal Agency (HVPNL)/ Discom. The application shall be accompanied by a non-refundable application fee as prescribed in Sr. No. 3.2 above

- iv) An application for grant of open access commencing in any month may be submitted in a cover marked “**Application for Short-Term Open Access – in advance**” **upto 15th day of the preceding month**. For example, application for grant of open access commencing in the month of July shall be received upto 15th day of June.
- v) HVPNL shall acknowledge receipt of the application by indicating time and date on “ACKNOWLEDGEMENT” to the applicant.
- vi) A consumer of distribution licensee intending to avail open access shall also furnish a copy of his application to the concerned Executive Engineer of Division of the distribution licensee.
- vii) Based on the type of transactions HVPNL shall take a decision on the applications for short-term open access in the manner provided herein below.
- viii) All applications received under sub-clause (iv) above shall be taken up for consideration together and processed as per allotment priority as under:- Distribution licensee> long term> medium term of longer period> medium term >short term. Under respective category Existing Open Access Consumer > New Open Access Applicants provided applied for renewal before 30 days of expiry.
- ix) HVPNL shall check transaction for congestion of any element (line and transformer) of transmission and distribution system involved in transaction.
- x) After satisfying application is complete & applicant has complied with other technical /metering requirements HVPNL shall convey grant of open access or otherwise along with schedule of payments to the consumer latest by 19th day of such preceding month in which application were received.
- xi) HVPNL shall assign specific reasons if open access is denied under sub clause (x)

(b) Open Access on first come first served basis

Applications for open access for the fourth month, received after the date specified in Sr. No. 2(a)(iv) above and the applications received during the first month shall be considered on first come first served basis.

Provided that such applications shall reach the Nodal agency at least four days in advance of the date of the open access transaction. All these applications shall be processed and decided within three days of their receipt. For example: The application for open access commencing from 10th July shall be submitted by 5th July by 5 PM.

(c) Day-Ahead Open Access

- i) An application for grant of day ahead open access may be received by HVPNL three days prior to the date of scheduling but not later than 1300 hours of the day immediately preceding the day of scheduling for such transaction. For example, application for day-ahead transaction on 25th day of July shall be received on 22nd day or 23rd day or upto 1300 hours on 24th day of that month.

- ii) HVPNL shall check for congestion and convey grant of approval or otherwise by 18:00 hours of the day immediately preceding the day of scheduling. All other provisions of application for short-term open access shall apply.

(d) Bidding Procedure/Congestion Management

- i) If the capacity sought by the consumers for Open Access in advance for the following month is more than the available capacity or HVPNL perceives congestion of any element of transmission and distribution system involved in the transaction, the allocation shall be made through electronic bidding procedure. Till the arrangement of infrastructure for electronic bidding process.

NOTE: Till HVPNL establishes infrastructure for electronic bidding, such applications shall be dealt on first come first serve basis.

- ii) The decision of HVPNL in respect of an expected congestion shall be final and binding.
- iii) HVPNL shall convey information of congestion and decision for invitation of bidding indicating floor price through an email, to the applicants in the Form VII.
- iv) HVPNL shall also display bidding information on its website.
- v) The floor price of transmission and wheeling charges determined on the basis of relevant order of the Commission shall be indicated in the notice.
- vi) The bids shall be accepted on the form VIII, to be notified by SLDC, and shall be received up to the scheduled “bid closing time” as indicated in bidding invitation notice. Modification / amendment to a bid, once submitted shall not be entertained.
- vii) If any consumer does not participate in bidding process, his application shall be deemed to have been withdrawn and shall not be processed.
- viii) HVPNL shall not entertain any request for extension of time/date for submission of bids.
- ix) The bidders shall quote price rounded off to whole number in denomination in which floor price has been determined;
- x) The quoted price shall be arranged in descending order and allocation of available capacities shall be accorded in such descending order until the available capacity is exhausted.
- xi) In case of equal price quoted by two or more customers, the allocation from the residual available capacity at any stage under sub-clause (x) above shall be made in proportion to capacity being sought by such customers.
- xii) Open Access customers in favour of whom full capacities/partial capacities have been allotted shall pay the charges quoted by each of them in the course of bidding process.
- xiii) HVPNL shall reject bids which are incomplete, vague in any manner or not found in conformity with bidding procedure.
- xiv) The successful bidder, in favour of whom the capacities have been

allocated, shall pay transmission charges, wheeling charges, as the case may be, determined by bidding under sub clause (xii) above.

- (e) The reserved capacity by a short-term open access consumer is not transferable to others.
- (f) The capacity available as a result of surrender or reduction or cancellation of the reserved capacity by the HVPNL, may be reserved for any other short-term open access customer in accordance with the Principal Regulations.
- (g) On expiry of the period of the short-term open access, the short-term customer shall not be entitled to any overriding preference for renewal of the term.

3) Within same distribution system:

The procedure specified in clause (2) above, mutatis mutandis, shall apply to cases of short-term open access when the point of injection and the point of drawl are located in the area of the same distribution licensee.

4) Allotment priority. –

- (i) Distribution licensee shall have the top priority in allotment of open access capacity irrespective of whether the open access request is for long term, medium term or short term.
- (ii) Applicant for long-term open access other than distribution licensee shall have the priority over the applicants for medium-term open access.
- (iii) The applicant for medium term open access shall have the priority over the applicant for short-term open access.
- (iv) The applicant for short term open access shall have priority next to the medium term open access applicants and it shall be decided subject to capacity availability.
- (v) An existing open access consumer shall have priority higher than new open access applicants under respective category provided the existing open access consumer applies for renewal thirty days prior to the expiry of the existing term of open access.
- (vi) When the requirement projected by an applicant is more than the available capacity and the said applicant is not able to limit his requirement to the available capacity, the request of the applicant having next lower priority shall be taken up for consideration.
- (vii) All applications for long-term or medium-term or short term open access shall be processed on first-come-first- served basis separately for each of the aforesaid types of access.
- (viii) The applications for medium-term open access received during a month the applicant seeking access for a longer term shall have higher priority.
- (ix) The applications received during a month shall be construed to have arrived concurrently;
- (x) **Applications from defaulters.** - Notwithstanding anything contained in these procedures, HVPNL shall be at liberty to summarily reject an application for open access from such person (s) who has defaulted in any manner in complying with the provisions of these regulations, including the provisions relating to timely payment of the fee / charges etc.

7. Revision of Schedule:

- i. The short-term open access schedules accepted by SLDC/HVPL in advance or on first come first served basis, may be cancelled or revised downwards on application to the HVPL/SLDC by short term open access customer; provided that such cancellation or downward revision shall not be effective before expiry of two (2) days excluding the date of receipt of application and date of implementation.
- ii. In case of cancellation or downward revision by the customer, the customer shall pay transmission and wheeling charges for first two days of the period for which the cancellation or downward revision of schedule.
has been sought in accordance with the schedule originally approved by the SLDC and thereafter as per the revised schedule accepted by the SLDC during the period of such cancellation or downward revision.
- iii. In case of cancellation, the operating charges shall be payable by Open Access customer for two days or the period of cancellation in days, whichever is less.

8. Special category of embedded Open Access Consumer who have supply agreement with DISCOMs:

A) Limited short term open access

- (i) A consumer of Discoms can avail Limited Short term open access in during pre-scheduled load shedding due to shortage of power and shall be required to install special energy meter (SEM) installed at his premises.
- (ii) The minimum schedule for drawl of power in each time slot of 15 minutes during the day shall not be less than 80% of its contracted demand and shall schedule drawl of power for a minimum continuous period of two hours during any day. The nodal agency, eligibility criteria and procedure for grant of limited STOA shall be same as Short term Open Access Consumer.
- (iii) Settlement of energy at drawl point in :-
 - (a) The monthly energy drawl in kWh during the open access period shall be calculated from his scheduled drawl for different hours by multiplying it with the corresponding number of hours of open access availed during the month, as provided in his schedule. The energy drawl shall be worked out at the standard power factor of 0.90 or as per applicable HERC Regulations.
 - (b) Energy drawl through open access shall be deducted from the monthly consumption of energy recorded in his meter installed by the distribution licensee for billing purposes for calculating energy drawal from the distribution licensee during the month.
 - (c) Scheduling shall be done in accordance with relevant provisions of IEGC for inter-State transactions and in accordance with relevant provisions of Haryana Grid Code for intra-State transactions.
- (iv) Over-drawl / under-drawl at the drawl point:-
 - (a) **Over-drawl:** In case consumer draws power more than his scheduled power for any time slot during the open access period in a day, it shall be liable for payment of penalty. Rate of penalty for each time slot (Rs / kW of scheduled load) shall be proportionate to the percentage of excess

drawl as above and shall be equal to Rs 0.10 for each percent as provided in regulation No 37 (1).

- (b) **Under drawl:** In case consumer under-draws from the grid than his schedule power, he shall be compensated in accordance with the provisions of imbalance Charges procedure.

(v) Charges applicable to Limited STOA consumers. -

- (a) Shall pay all charges such as demand / fixed charge, minimum consumption charges etc., applicable to them/ SLDC charges as determined by the Commission from time to time for each transaction / transmission charges, RLDC charges etc., as fixed and approved by the CERC for use of inter-State transmission.
- (b) Payment of transmission charges, wheeling charges cross subsidy surcharge and additional surcharge as per applicable HERC regulations.

- (vi) Drawl of power by limited short-term open access consumer from distribution licensee. -** In cases where injecting entity fails to supply power, in any time slot, due to any reason, said entity shall get his schedule revised & communicate to SLDC and concerned consumer. The revised schedule shall become effective as per applicable HERC regulations. The revised schedule shall be provided to distribution licensee. It shall be duty of such consumers to draw power as per revised schedule. Drawl of power in excess of the revised schedule shall be treated as over-drawl of power by such consumer and shall be liable to pay penalty

- (vii) Billing and payment for limited short-term open access consumers. -** Shall pay electricity charges billed to him on monthly basis by the distribution licensee subject to adjustments of quantum of energy and other charges for drawl of power during the period of open access. The DISCOMs shall provide the details of adjustments of quantum of energy and other charges, applicable to such consumer, separately in his electricity bill after receipt of Energy account by nodal agency i.e HVPNL.

B) Embedded Open Access Consumers:-

- (i) Embedded Open Access Consumers shall pay all charges such as demand / fixed charge, minimum consumption charges etc., applicable to them/ transmission charges of HVPNL/wheeling charges of Discom/ cross subsidy surcharge and additional surcharge/SLDC charges as determined by the Commission from time to time for each transaction / interstate transmission charges, RLDC charges etc., as fixed and approved by the CERC for use of inter-State transmission. The nodal agency, eligibility criteria and procedure for grant of limited STOA shall be same as Short term Open Access Consumer.
- (ii) The mechanism for settlement of energy at drawl point shall be as under:
 - (a) Out of recorded drawl the scheduled entitlement as an open access consumer will first be adjusted and balance will be treated as his drawl from the distribution licensee.
 - (b) The recorded maximum drawl will be accounted for / charged under imbalance charge of the principal Regulation no 24(2) (A) (a) (ii) as may be amended from time to time.

(iii) **Scheduling -**

- a) Scheduling shall be done in accordance with relevant provisions of IEGC for inter-State transactions and in accordance with relevant provisions of Haryana Grid Code for intra-State transactions.
- b) By 10.00 hours every day, these embedded consumers shall prepare and submit daily schedule of power, in MW, separately showing schedule of power from licensee and that from another supplier through open access for the next day, i.e. from 0000 hrs to 24.00 hrs of the following day to HVPNL/SLDC along with copy to distribution licensee.
- c) In case the quantum of energy as per accepted bid is less than the quantum applied then he shall inform the SLDC / distribution licensee about the quantum of energy as per approved bid and also the quantum of energy he would be drawing from the distribution licensee during the period during which supply was scheduled through open access.
- d) In case Open Access transaction is scheduled during peak load hour restriction and the embedded open access consumer has not paid PLEC and he draws power over and above the quantum as per approved bid or his allowed demand during peak load hours whichever is lower than for such over drawl he shall be liable to pay penalty for violation of peak load hours at the rates as determined by the Commission from time to time.
- e) **Billing & Payment:-** They shall continue to pay electricity charges billed to him on monthly basis by the distribution licensee subject to adjustments of quantum of energy and other charges for drawl of power during the period of open access provided in these regulations. The Discoms shall provide the details of these adjustments of quantum of energy and other charges, applicable to such consumer, separately in his electricity bill.
- f) Settlement of deviation shall be as per clause No 24 of principal regulation.

9. Open Access by a Generator/Seller

Failure 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 sale 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 distribution licensee from the central sector projects will be adjusted accordingly and the energy scheduled by the generator to be fed will be delivered to the purchaser/utility. If the licensee is unable to evacuate power from the generator due to failure of evacuation system of the licensee, the generator will pay to the licensee at the tariff rate charged to the purchaser for the energy which could not actually be evacuated by the licensee due to failure/ breakdown of evacuation system of the licensee. However, the generator will be compensated by the licensee for Open Access transmission and wheeling charges, if any, paid to the licensee during the

period of non-evacuation of power from the generator.

(b) Sale to the Distribution Licensee within the State

The payment to the generator will be made as per the power purchase agreement with the Licensee.

(c) Intra-State sale

SLDC will inform the purchaser about the failure of evacuating system and the purchaser shall stop drawing power within 6 blocks (each of 15 minutes) of this intimation. For the intervening period:

- (i) The purchaser will pay to the generator at the tariff agreed to between them.
- (ii) The generator will pay to the licensee for the energy supplied by the licensee to the purchaser, at the rate agreed between the generator and the purchaser.
- (iii) The generator will be compensated by the licensee for payment of Open Access transmission and wheeling charges, if any, paid by the generator during non-evacuation of power. After expiry of 6 blocks, the energy drawn by the Purchaser/Open Access customer will be charged for the imbalance as per provision in clause No 24 of Principal Regulations, as amended from time to time.

NOTE: Other procedures /guidelines for inter-regional bilateral transactions or Collective transactions not covered herein shall be applicable in line with Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, or its statutory re-enactments, as amended from time to time. For such transactions, the detailed „Procedures for Scheduling“ as framed by NRLDC /Power System Operation Corpn. Ltd. (POSOCO), as available on NRLDC/POSOCO web site, shall be applicable.

10. Open Access by a consumer

Failure of Transmission/Distribution system of licensee-

Under drawl of power by an open access consumer due to reasons attributable to the transmission / distribution licensee i.e. break down of system:

In case, an intra-State open access consumer is unable to receive power scheduled from a generating company in the State of Haryana due to un-notified transmission / distribution system outage and if the generating company has generated and injected scheduled power into the grid for use by such intra-State open access consumer then the transmission / distribution licensee shall pay such intra-State open access consumer the charges payable by him to the generating company or the lowest tariff applicable to the consumer category as per clause no 24 of principal regulation, to which such intra-State open access consumer belongs, whichever is lower.

In all above cases, the certificate for non evacuation of power due to breakdown of the licensee's system shall be given by the SLDC to the generator / consumer.

11. CHARGES FOR OPEN ACCESS

The Short Term Open Access Customer shall pay the following charges for Open Access as notified by HERC Regulations and as determined by HERC in its Regulations/ tariff order from time to time.

A. Transmission and wheeling charges

Transmission and wheeling charges shall be leviable as determined by HERC. The

charges will be levied on the quantum in MWH cleared by the concerned SLDC for bi-lateral transactions and National Load Dispatch Centre (NLDC) in case of collective transactions.

However when the capacity has been reserved consequent to bidding, the Open Access charges will be taken as determined through bidding. The charges so determined under the Regulation will be the floor price for the purpose of bidding as amended from time to time.

Transmission/ Wheeling charges where a dedicated distribution system has been constructed for exclusive use of Short Term Open Access customer, the Transmission /wheeling charges for such open access customer dedicated system shall be worked out by the Transmission /Distribution Licensee(s) and got approved from the HERC, which shall be borne entirely by such open access customer till such time the surplus capacity is allowed & used for other customer (s) or purposes.

Note: The Wheeling charges for wheeling of renewal energy power shall be governed as per the provisions made in the respective regulations of HERC for terms & condition of determination of tariff of Renewal Energy Project.

B. Over injection/drawl from the system

Over injection / drawl from the system: - In case an open access consumer injects or draws more than the allocated capacity in the transmission and or distribution system beyond 10%, the open access consumer shall pay 150% of the applicable transmission and or wheeling charges for this excess injection / drawl than the allocated capacity. The charges for this excess injection / drawl beyond 10% shall be levied .

Provided that in case an open access consumer frequently injects or draws more than the allocated capacity then the nodal agency may revise the allocated capacity in the transmission and or distribution system . However, before doing this, opportunity shall be given to the open access consumer to explain its position.

C. Cross Subsidy Surcharge

Cross Subsidy Surcharge shall be leviable as determined by the Commission in its Order/Tariff Order which shall be payable to Distribution Licensee (DISCOM) on per unit basis by the open access customers (except those availing power from their captive power plants & carries the electricity to the destination of his own use) based on the actual energy consumed/ drawn during the month through open access.

D. Additional Surcharge

Additional surcharge shall become payable by as determined by the Commission as per Regulation 22 & after scrutinize the statement of calculation of stranded fixed cost submitted by Discom & determine the amount of additional surcharge.

E. Scheduling & System Operation Charges for Inter State Open Access

The scheduling and system operation charges @ Rs.2,000/- (Rupees Two thousand only) per day or part of the day for each Transaction /Application as notified by the Commission from time to time shall be recovered from short-term open access customers in addition of charges applicable as per CERC regulation.

F. Reactive Energy Charges

Short term open access consumer, shall pay for the reactive energy in accordance

with provisions of Haryana Grid Code /the rates specified in Indian Electricity Grid Code or the rates specified by CERC in view of the HERC order of ARR of respective year of Distribution & retail supply Business.

G. Any Other charges

Any other charges/taxes determined/levied by the Haryana/Central Govt. or concerned Discom & Commission from time to time shall be payable.

H. Standby power and standby charges for drawl of power by open access consumer from distribution licensee.

- 1) If an open access consumer requires power from the distribution licensee in case of outage of the generator or the source supplying power to such open access consumer, or a generator connected to distribution system injecting power through open access, requires start up power from the distribution licensee, then such open access consumer or generator may make an application to the distribution licensee seeking standby power. The application shall be made on the format and in the manner as used by Discom. However, every such application should invariably contain details of quantum and period for which standby power is required.
- 2) The distribution licensee shall provide standby power to such open access consumer subject to availability of requisite quantum of power and subject to the load shedding as applicable to other consumers of his area of supply.
- 3) For providing standby power, the distribution licensee shall be entitled to charge applicable temporary supply tariff and other applicable charges besides PLEC, if applicable, as determined by the Commission. Provided further that the open access consumers would have the option to arrange standby power from any other source subject to the conditions that such power shall be drawn through the same system for which open access has been granted.

I. Imbalance charges:-

Imbalance charges shall be payable as determined by the Commission as per Regulation 24 of HERC Open Access Regulation 2012 with its amendment issued from time to time.

12. Energy Losses:

The Short Term Open Access Customer shall bear the losses as under:-

A. Inter-State Open Access:

The buyers and sellers of electricity shall absorb apportioned energy losses in the transmission system in accordance with the provisions specified by the Central Regulatory Electricity Commission (CERC), as notified from time to time.

B. Intra-State Open Access:

The Transmission & Distribution losses separately for the Intra-State system shall be determined by the Commission separately in its Tariff Orders or any specific order(s) which shall be apportioned in proportion to the actual energy drawl by the Open Access customer and shall be payable in kind.

13. Commercial matters - Billing, collection and disbursement

- a) For use of common CTU and HVPNL and operating charges payable to RLDC and SLDC towards inter-State short-term open access shall be in accordance with the procedure specified by the CERC. However, short term open access consumer

connected to the distribution system shall pay to the HVPNL the charges payable for the use of distribution system, within 3 working days from the date of grant of inter-State short term open access by the nodal agency. HVPNL shall disburse the payment to the distribution licensee on weekly basis.

- b)** The monthly bills towards Open Access Charges for intra-state transactions or supplementary bill towards inter- state transaction not covered in remittances received through power exchange and Nodal RLDC, if any, shall be prepared & issued by HVPNL on monthly basis in case of purchasers and weekly in case of sellers. The STOA customer shall make payments as raised in the bills, by due date through electronic transfer (RTGS/NEFT) or Bank Draft drawn in favor of Accounts Officer/Cash HVPNL payable at Panchkula.
- c)** HVPNL shall raise bills for the open access charges payable by the short-term open access consumers of intra-State transmission licensee and the distribution licensee along with the letter to be issued to them intimating grant of open access. The short-term open access consumer shall make payment within 3 days from the grant of the short-term open access by the nodal agency. HVPNL shall disburse such charges to the distribution licensee on a weekly basis.
- d)** All the payments shall be accepted up to 3.00 P.M on working days only. In case due date of bill falls on holiday, it shall be accepted on the next working day.
- e)** No part payment shall be accepted. Provided that in the event of an error in bill being admitted the amount of error shall be adjusted by the authority in the next bill rendered to the customer after settlement of the difference or dispute by the Competent Authority.
- f)** The monthly bill towards net power by Open Access customer who have supply agreement with Discom shall be raised by concerned DISCOM duly taking into account the Open Access power payable to the customer (or as applicable for Limited & embedded for settlement for energy at drawl point) based on the energy account prepared by Energy Accounting Centre of HVPNL.
- g)** In case of collective transactions through power exchange, the customer shall pay applicable charges toward open access transaction to HVPNL through concerned power exchange. In case of bi-lateral interstate transactions, the charges are collected and remitted by concerned RLDC. In case of intra-state transactions, customer shall pay Open Access charges i.e. SLDC operation, transmission and wheeling charges directly to HVPNL.
- h)** The cross subsidy charge and additional surcharge shall be payable directly to the distribution licensee in whose area of supply the consumer availing open access is located, against the monthly bill raised by nodal agency to DISCOM consumers and HVPNL in case of non-consumers of DISCOM, which shall be remitted to DISCOM concerned.
- i)** The Scheduling and Operation charges shall be payable to SLDC through HVPNL.
- j)** The reactive energy charges shall be paid to the distribution licensee in whose area of supply the consumer availing open access is located and HVPNL in case of non-consumers of DISCOM, which shall be remitted to DISCOM concerned.
- k)** When the intra state transmission system and distribution system is used in conjunction with inter-state transmission system, the provisions regarding collection and disbursement of transmission, wheeling and operating charges

contained in Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 or latest amendment will apply.

- l)** Payments/recoveries towards Imbalance charges in case of over injection or under injection by the generators/sellers and non consumers of DISCOM shall be paid or realized by the HPPC the nodal agency against the bill to be raised on the energy account supplied by HVPNL.
- m)** Payments/recoveries towards Imbalance charges in case Over drawl & under drawl and non consumers of DISCOM shall be paid or realized by the HPPC against the bill to be raised on the energy account supplied by HVPNL
- n)** Payments/recoveries/penalties towards Imbalance charges in case Over drawl & under drawl and consumers of DISCOM shall be paid or realized by the Discoms against the bill to be raised on the energy account supplied by HVPNL.
- o)** In case of deviation by open access consumers having a load of less than 10 MW, the difference between the scheduled open access load and the actual drawl shall be accounted through the special energy meters (SEM) on monthly basis and settled at the rate of the imbalance charge as determined by the Commission in the regulations.
- p)** Deviations between the schedule and the actual injection / drawl in respect of open access consumers / generating company with load / generation capacity above 10 MW shall be settled based on the composite accounts for imbalance transactions issued by HVPNL or nodal agency per this purpose on a weekly cycle based on net metering.
- q)** The Peak load violations in case of Open Access Customers shall continue to be worked out by concerned DISCOM as per DISCOM instructions in this regard.
- r)** The entitlement at the drawl point will be worked out after considering the Transmission and Distribution losses, as determined by the commission in the Tariff order or any subsequent order for that year.
- s)** Payment of imbalance charges shall have a high priority and the concerned constituents, including the transmission licensee, distribution licensees or the open access consumers as the case may be, shall pay the indicated amounts within 10 (ten) days of the issue of the statement, into a State Imbalance Pool Account operated by the HVPNL or nodal agency per this purpose. Thereafter, the person who has to receive the money on account of imbalance charges shall be paid out from the State Imbalance Pool Account, within three (3) working days.
- t)** If payments against the above imbalance charges are delayed by more than two days, i.e., beyond twelve (12) days from the date of issue of statement, the defaulting party shall have to pay simple interest @ 0.04% for each day of delay. The interest so collected shall be paid to the person who had to receive the amount, payment of which got delayed. In case of persistent payment defaults, the HVPNL shall initiate action against the defaulter.
- u)** The wheeling charges as received/realized by HVPNL shall be remitted to DISCOM respectively, within 7 working days of its receipt by HVPNL.
- v)** Billing, collection and disbursement costs. – In case of intra-State open access where HVPNL is the nodal agency and as per provisions of these regulations shall bill, collect and disburse various open access charges on behalf of licensees, the HVPNL shall be entitled to reimbursement of reasonable costs incurred by it in

billing, collecting and disbursement of open access charges at the rates allowed in ARR . Such expenses of the licensees shall be allowed as pass through in their respective ARRs.

w) Late payment surcharge

In case the payment of any bill for charges payable under HERC (Open Access) Regulations, 2012 is delayed by an open access customer beyond the due date, without prejudice to any action under the Act or any other regulation there under, a late payment surcharge at the rate of 1.25% per month or part thereof or as may be determined by the Commission from time to time, shall be levied.

x) Default in Payment:

- i. Non-payment of any charge or sum of money payable by the open access customer under the Principal Regulations shall be considered non-compliance of the Principal Regulations. HVPNL or any other transmission licensee or a distribution licensee may discontinue open access after giving customer an advance notice of ten days without prejudice to its right to recover applicable charges.
- ii. In case of default in payment of charges relating to the SLDC, the SLDC may refuse to schedule power to the defaulting open access customer and direct the licensee concerned to disconnect such customer from the grid.

y) Payment Security Mechanism

- 1) In case of short-term Open Access (other than the consumers of the licensee), will open an irrevocable and revolving Letter of Credit (L.C.) in favor of the HVPNL responsible for collection of applicable charges for the estimated amount of various charges for a period of two months as per form X.
- 2) Payment security mechanism, specified above, is intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments.
 - i. The L.C. shall be opened in a Scheduled Bank mutually agreed between customer and the HVPNL
 - ii. The L.C. shall be valid for at least three months beyond the entire duration of the transaction.
 - iii. The L.C shall be opened before commencement of Open Access transaction.
 - iv. The LC shall be operated by the HVPNL in case of default in payment.
 - v. All costs/expenses/charges associated with L.C. shall be borne by the applicant/customer.

14) METER READING & ENERGY ACCOUNTING:-

A. Meter data downloading/reading of ABT open access meters shall be taken by authorized officers of HVPNL/ DISCOM through CMRI in presence of consumer representative, on a weekly basis in case of Generators/Sellers above 10 MW and monthly in case of purchasers or generator below 10 MW. Any change in Multiplication factor/CT/PT ratio setting shall also be recorded. The downloaded readings as recorded by Main, Check ABT meters data in the form of CD and hardcopy printout shall be sent to EAC of HVPNL for preparation of Energy account of Open Access power. In case of the consumers of DISCOM, a copy of the same shall also be sent to Discoms. One copy of CD shall be provided to the Open access customer, duly authenticated by the DISCOM concerned. It is desirable to send email at following E-mail Id-

xenec1@yahoo.co.in & xenec3@yahoo.co.in.

- B. The Energy account of open Access consumer shall be prepared after taking grid frequency notified by NLDC/ NRLDC. Open Access cell shall prepare the final account after considering the schedule issued by Power exchange or obligation reports issued by the power exchange(s) concerned after taking in to account the losses. The same shall be forwarded to the Discom concerned.
- C. **Unscheduled Interchange (UI) Energy Accounting/imbalance Charges/DSM charges:** Open Access power consumption and imbalance energy account under Open Access in case of Open Access customers of above 10 MW load or generation capacity shall be prepared by HVPNL & shall be settled based on the composite accounts for imbalance transactions issued by SLDC on a weekly cycle based on net metering. For Open Access power consumption and imbalance energy account under Open Access in case of Open Access customers of up to 10 MW load shall be accounted through SEM, shall be prepared by Concerned Discom & shall be settled based on the rates of imbalance charge as determined by HERC on a monthly basis. Imbalance of above 10 MW shall be settled based on the composite accounts for imbalance transaction on a weekly cycle based on net metering.

15. Redressal Mechanism:-

All disputes and complaints arising under these Regulations shall be first referred to the co-ordination Committee constituted under the HERC Regulation. The Committee shall investigate and endeavor to resolve the grievance within 30 days; and if the Committee is unable to redress the grievance or arrive at any conclusion during the said period, it shall be referred to the Commission for adjudication by the Committee or the Open Access Customer within 30 days thereafter. The decision of the Commission shall be final and binding on all parties concerned. Provided that the parties shall be estopped from approaching the Commission prior to the recourse mechanism through the co-ordination committee provided herein.

16. Curtailment Priority

- 1) The State Load Dispatch Centre may curtail power flow on any transmission corridor by cancelling or rescheduling any transaction, if in its considered view cancellation or curtailment of such transaction is likely to relieve any transmission constraint on the corridor or to improve grid security and efficiency. However, in all such cases of cancellation or curtailment, the SLDC will, as soon as practicable, intimate in writing to the customer the reasons for cancellation or curtailment as the case may be.
- 2) Subject to provisions of the State Grid Code, cancellation/curtailment will be given effect as under: -
 - (i) Short term transaction(s) will be cancelled or curtailed first, followed by medium term transactions, followed by long term transaction(s).
 - (ii) Among short term transactions, bilateral transaction will be cancelled or curtailed first, followed by collective transactions.
 - (iii) Open Access to a distribution licensee's system will be the last to be curtailed within a category.
 - (iv) Curtailment will be affected on a pro-rata basis amongst the customers of a particular category.
- 3) In case of curtailment of the approved schedule by the State Load Dispatch Centre, transmission and wheeling charges shall be payable on pro-rata basis in accordance with the curtailed schedule.
- 4) The SLDC Operating charges, as specified under the relevant provisions of HERC (Open Access) Regulations, 2012 as amended from time to time, will be payable

irrespective of curtailment, if any.

17. **Information system:** - The following documents/information will be available on HVPNL web site i.e www.hvpn.gov.in in a specific link titled "Open access information":
1. (a) HERC open Access Regulation 2012 (b) Detailed procedure (c) List of applications, separately, for long-term open access and medium-term open access received by the nodal agency along with necessary details. (d) Separate lists for long-term open access and medium-term open access granted, (e) List of applications where approval for connectivity or open access has not been granted along with reasons thereof. The nodal agency to take steps in accordance with the requirements to provide as much information as possible suo motu to the public at regular intervals through various means of communications, including internet, so that information is disseminated widely and in such form and manner which is easily accessible to the public.
 - 2) Effort will make to provide Peak load flows and capacity available including the reserve capacity on all EHV lines and HV lines emanating from EHV sub-stations.
 - 3) The information regarding actual losses in inter-State and intra-State transmission and distribution system in terms of energy (MUs) as well as percentage. The details shall include, separately, inter-state purchase of power and sales and intra state purchase of power and sales as well as power drawn by the eligible consumer / customer under open access mechanism.
 - 4) The HVPNL shall update the aforesaid information on monthly basis on the first calendar day of the month and post the updated open access capacity availability in the transmission and distribution system on its own website and e- mail the requisite data to other transmission licensees and the distribution licensees who shall ensure immediate posting of the same on their respective websites.
18. In the case of any inconsistency in the aforesaid procedure and the Regulations notified by the Commission or any Order passed by the Commission germane to these procedures, the provisions of the Regulations / Order(s) shall prevail.

Appendix- I A

ACTIVITY CHART SHOWING TIME LINES FOR SHORT TERM OPEN ACCESS PROCESS

Activity	
A) Approval of Short Term Open Access:	Time line
I) Submission of Application By Consumer to HVPNL	0 working day
II) Verification of field data and Consent By DISCOM / feasibility for installation of ABT meter	Within 12 working days
III) Decision by HVPNL for approval for installation of ABT Complaint Metering equipment	Within 3 working days
Total	15 working days

B) INSTALLATION OF METERING EQUIPMENT:

• Procurement of Metering Eqpt (SEM,CT & PT) by Customer for installation & submission of test report as per ISS	within 30 days
• Checking of sample data by HVPNL & Installation at site	within 10 days
• Testing by HVPNL/DISCOM and issue of Point wise compliance report	within 7 working days
• Testing at NABL Lab	within 10 days

C) Issue of monthly NOC/Standing clearance/Concurrence by HVPNL

i) Submission of application	0 working day
ii) Communicating the deficiency or defect to the applicant / letter to SLDC for consent in advance for 3 month	With-in 02 working day
iii) Consent by SLDC in advance	With-in 03 working day
iv) First NOC/Standing clearance/Concurrence	within 7 working after confirmation of sample data as per standard format for meter reading, energy data
v) Application for Subsequent Monthly NOC/SC/Concurrence to HVPNL	0 working day(15th day of the preceding month)
vi) Communicating the deficiency or defect to the applicant	With- in 02 working day
vii) Subsequent monthly Consent by HVPNL	within 5 working day

D) Issue of monthly NOC/Standing clearance/Concurrence by HVPNL for renewal in advance

i) Submission of application for open Access in advance up to 4th month & month in which application is made shall be considered to 1st month	0 working day(15th day of the preceding month)
ii) Communicating the deficiency or defect to the applicant	within 02 working day
iii) Consent by Discom/ SLDC in advance	within 03 working day
iv) NOC/Standing clearance/Concurrence	within 5 working day

Appendix-I (B)

GUIDELINES FOR INSTALLATION OF METERING EQUIPMENTS AND ARRANGEMENTS AT THE PREMISES OF OPEN ACCESS CUSTOMERS.

The following guidelines are to be strictly implemented for installation of Interface metering equipments including ABT compliant special energy meters (SEM)/Interface Energy Meters (IEMs) of accuracy class 0.2S and connecting arrangements for metering of open access customers. The location of interface meter shall be at HV side of generator transformer and station transformer and the outgoing feeder (for generator) & at the transmission licensee's sub-station or as agreed with the transmission licensee/distribution licensee. The interface meters shall conform to the standards on "installation and Operation of Meters" and as amended from time to time. The supplier or buyer in whose premises the interface meters are installed shall be responsible for their safety.

- i) Open Access Customers injecting power in to HVPNL/DISCOM system shall provide separate line bay with line protection scheme at both ends to take care of any fault on line. At Sub Station end Supply should not be tapped from Bus PT. Exclusive line CTs and PTs are to be installed for at Sub Station end. The Meters are to be installed near line bay in Sub Station Yard
- ii) Meters are to be installed directly on line without any isolator in between line and metering CTs/PTs.
- iii) Metering CTs/PTs should be exclusively for interface metering. Customers may install any additional meter with separate CT/PT for their reference.
- iv) Customers who have interconnection with Inter- State Transmission System or Intra- State Transmission System / Distribution System and have been permitted Open Access shall be provided with interface meters.
- v) The scheme for location of meters shall be submitted to HVPNL or licensee by consumer in advance before installation of the Scheme.
- vi) The meter should be installed nearest to the CT/PT to reduce the potential drop in the secondary circuit with easy/ free access by HVPNL/DISCOM staff for installation, testing, commissioning reading and recording and maintenance of meters. The place of installation of meter shall be such that minimum inconvenience and disruptions are caused to the site owners and the concerned organisation.
- vii) HVPNL/Licensee shall examine, test before installation and only correct meter shall be installed.
- viii) Meter is not to be installed in the control room of consumer's substation.
- ix) The operation, testing and maintenance of meter shall be carried out by the licensee.
- x) Unique identification code of meter:- Every meter shall have a unique identification code, which shall be marked permanently on the front as well as

in its memory. The series of unique identification code of meter shall be provided by HVPN before installation & testing.

- xi) The calendar & clock of meter shall be correctly set at the manufacture's work.
- xii) Microprocessor based 3 phase 4 wire meter (Model-A) shall conform to accuracy class 0.2S as per IS 14697 or IEC-62053-22 & HVPNL latest technical specification HPD/S- 25/HPM-461/Vol.-IV/PROT. (25.01.2021) or as amended from time to time. The meter shall be suitable for being connected through TTB to VT having secondary line to line voltage of 110V & to CT having a rated secondary current of 1A.
- xiii) Polarity:- As per HVPNL Technical specification.
- xiv) The output data of ABT Compliant Special Energy Meters should be in ASCII as well as Excel format. The Base Computer software (BCS) may be got installed at Energy Centre, HVPNL, Sector-6, Panchkula, at respective sub-station & consumer PC. Suitable MRI be also procured.
- xv) The meter shall be identical in all respect except for their unique identification codes. They shall also be totally sealed and tamper proof, with no possibility of adjustment at site except for a restricted clock correction.
- xvi) Each meter shall have a test output device (visual) for checking the accuracy of active energy and reactive energy (VARh) measurement using a suitable test equipment. The test output shall be software configurable for active energy import/ export & reactive energy import/ export.
- xvii) All the CT/PT used in conjunction with metering shall also be of accuracy class not inferior to meter & conform to the relevant IEC/ IS & HVPNL/Discom specifications. The rating shall take into account the burdens imposed by lead wires and metering. The existing Consumers who have installed CT of 0.2 Accuracy class shall replaced the same with 0.2S accuracy class with in 60 day.
- xviii) CTs of 0.2S with CT output 1A shall be used. However PTs of accuracy class 0.2 of secondary line to line voltage of 110 V shall be use.
- xix) Metering CT/PT should be exclusive for metering purpose. These will not be allowed for protection purpose. The main meter & check meter shall be connected to the same core of CTs and VTs
- xx) All connecting cables from CT/PT of 4Cx4 mm² to meters should be routed through 2.5'dia HDD PVC pipe.
- xxi) Un-climbable fencing around metering, CT, PT area is to be provided which will be sealed by DISCOM/HVPNL as the case may be.
- xxii) Use of only single ratio metering CTs will be allowed. Multi ratio CTs are not to be used in any case.
- xxiii) Metering CTs/PTs, bottom plate needs to be welded after testing/installation at site.

- xxiv) Open access customer is required to provide Automated Meter Reading (AMR)/communication channels at his own cost for communication of metering data to HVPNL if required so.
- xxv) Consumers who have already installed CT/PT without witness/checking of DISCOM/HVPNL shall get the same tested in the presence of both DISCOMs/HVPNL representative. The CT/PT may be got tested from NABL accredited lab.
- xxvi) Data shall be collected from both the main and check metering schemes.
- xxvii) The meter shall operate with the power from the VT secondary circuits, without the need for any auxiliary power supply. The total burden imposed by a meter for measurement and operation shall not exceed 10 VA on any of the phase.
- xxviii) Inspection & testing:- The meter shall be fully type tested as per IS 14697 or IEC 62053.
- xxix) All routine test as per IS shall be carried out by manufacturer on the meters . The Type & Routine test report of Meter & CT/PT as per ISS or IEC shall be submitted by Open Access Customers after taking it from Manufacturer before deputing representative for witnessing site testing/witnessing test as per ISS/technical specification. The HVPNL shall ensure that all type, routine, & Acceptance test are carried out by the manufacturer on metering equipment as per ISS/IEC.
- xxx) The testing, commissioning & sealing of interface meters may be carried out from NABL accredited laboratory in the presence of the representative of the parties i.e. HVPNL/concerned DISCOMs & open access consumer. The test results duly witnessed by representative of concerned M&P Division of DHBVN and Haryana Vidyut Prasaran Nigam Limited may be submitted to office of CE/SO & Commercial, HVPNL for further analysis. A copy of Technical specifications of HVPN for SEM's be refereed. The ABT Meter data downloaded during testing of ABT Metering system shall be forwarded to e-mail: xenec1@yahoo.co.in, xenec4@yahoo.co.in for checking the format of downloaded Meter data. The output data of ABT Compliant Special Energy Meters should be in ASCII as well as Excel format. The Base Computer software (BCS) may be got installed at Energy Centre, HVPNL, Sector-6, Panchkula. Suitable MRI be also procured..
- xxxi) Sealing of meter shall be done at following points:-All meter shall be sealed by the manufacturer at its work. In addition to seal provided by the manufacturer at its work, the sealing of all meters shall be done as at following sealing points:-
 - a) TTB- each Meter test terminal Block shall have the provision for two seal b) Meter body or cover c) meter terminal cover / meter terminal Block including each optical communication port. d) Meter cabinet. Suitable sealing of CT/PT may also be provided to ensure no tampering can be made. Sealing of interface meters, shall be done by both the supplier & buyer.

Meter reading & Recording:- HVPNL or Discom is responsible to take down the

meter reading & EAC would verify the correctness of metered data & furnish the same to various agencies.

Removal of seals from meters:- Whenever seals have to be removed advance notice be given to other party for witnessing the removal of seals and resealing of interface meter. The breaking & re-sealing of the meters shall be recorded by the party, who carried out the work, in meter register, mentioning the date of removal and resealing , serial number of the broken and new seals and the reason for removal of seals.

The other commercial terms & condition regarding warranty, etc. shall be settled with supplier of equipment by Open Access Consumer.



HARYANA VIDYUT PRASARAN NIGAM LTD.
Regd. Office Shakti Bhawan, Secor-6, Panchkula.
Corporate Identity Number: **U4010HR1997SGC033683**
Website: www.hvpn.gov.in, Phone No. 0172 – 2560547

To

M/s.

Sub: Short Term Open Access of M/s ----- .

Please refer to your application for Short Term Open Access submitted in this office.

You are authorised to get ABT Compliant Special Energy Meters along with compatible CT's/PTs installed. The Metering system (SEM/CT/PT) may be got tested at site through any NABL accredited laboratory. The test results should accompanied with the forwarding letter from any NABL accredited laboratory/ duly witnessed by representative of concerned M&P Division of DHBVN/UHBVN and Haryana Vidyut Prasaran Nigam Limited certifying that the metering system is as per specifications of HVPNL may be submitted to this office for further analysis. A copy of Technical specifications of HVPNL for SEM's is downloaded from HVPNL website "hvpn.org.in" under the portal open access procedure.

After satisfying that the metering is as per requirement of Nigam & receipt of MoU with buyer/seller, you may granted for open access transaction on format so that the transaction requested is considered by the exchange.

DA/ As above.

Executive Engineer/Open Access
For Chief Engineer/SO & Comml.

CC:

1. SE/M&P, HVPNL, ----.
2. SE/M&P, DHBVNL, -----

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Appendix-II A**Form -IA HPE**

APPLICATION FORM FOR GRANT OF SHORT TERM OPEN ACCESS (To be submitted by Consumer of DISCOM for purchase of Power through Power exchange under Short Term Open Access)			
1	Name of the Applicant (User):		
	Address for Correspondence:		
2	Authorized Contact Person :	Name & Designation :	
	Phone:	Mobile No.	Fax No.
	E-Mail ID:		
3	Details of Large Supply Connection:	Name of Sub Div/Division	
	Account Number		
	Sanctioned Load		
	Contract Demand		
	Peak Load Exemption Allowed by DISCOM		
	Supply Voltage		
	Category of Feeder Supplying Power		
4	Quantum of Power to be Purchased (MW)		
5	Tentative date of start of Open Access		
i)	Validity of previous NOC (in case of renewal)		
ii)	Name of Trader and validity of MoU (in case of renewal)		
	Details of Application Fee:		
6	Name of the Bank:		
	RTGS/NEFT details & Date:		
	Amount:	Rs 5000/- (Five thousand Only)+GST @18% thereof	
	In Favour of:	Accounts Officer/ Cash, HVPNL	
	Payable at:	Panchkula	
7	It is hereby certified that:		

a)	All parties to the transaction shall abide by the provisions of the CERC Interstate Open Access Regulations, 2008 and HERC Intra state Open Access Regulations, 2012 as amended from time to time.
b)	The applicant hereby agrees to keep HVPNL/DISCOM indemnified at all times and undertake to indemnify, defend and save HVPNL/DISCOM harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, cost and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
c)	It is hereby certified that the applicant unequivocally confirms to the terms and conditions and has fully understood the procedure issued by HVPNL for Short term open access.

Authorized Signatory
Short Term Intra-State Open Access
Customer

Name:

Designation:

Seal:

Place:

Date:

Enclosures:

1. Bank Demand Draft or RTGS transaction proof.
2. Copy of Peak Load Exemption letter of DISCOM, if applicable.
3. Continuous Process sanction letter of DISCOM, if applicable.
4. Document indicating:
 - a) Undertaking stating that the applicant /firm has not been declared insolvent or bankrupt (self attested)
 - b) Undertaking to accept rostering of feeder, in case of not on independent feeder.
5. Copy of latest energy Bill.
6. Signed undertaking for Terms & Conditions (Form-V)

CC: Chief Engineer/ commercial of Concerned DISCOM

RECEIPT: To be filled in by the office of HVPNL (Open Access office):

Date and Time of receipt of application: (to be filled by HVPNL)	Sr. No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

Appendix-II B
Form IB (HPB)

**APPLICATION FORM FOR GRANT OF INTER-STATE STOA PURCHASE
OF POWER(BI-LATERAL) (FOR CONSUMERS OF DISCOM)**

1	Name of the Applicant applying for Short Term Open Access	
2	Address for correspondence	
3	Tentative date of start of Open Access	
4	Details of Large Supply Connection:	
	Account Number	
	Name of Sub Div.	
	Name of Division	
	Sanctioned Load	
	Contract Demand	
	Peak Load Exemption Allowed by DISCOM	
	Supply Voltage	
	Category of Feeder Supplying Power	
5	Quantum of Power to be Purchased (MW)	
6	Details of drawl in DISCOM/HVPL system (i) Voltage Level (ii) Point of drawl	Sub- Division Division Sub-station
7	Details of Application Fee: Name of the Bank: RTGS/NEFT details & Date: Amount: Rs. In Favour of: Sr. Accounts Officer, /Tariff Payable at: Panchkula	

It is hereby certified that

- a) All parties to the transaction shall abide by the provisions of the CERC Interstate Open Access Regulations, 2008 and HERC Intra state Open Access Regulations, 2012 as amended from time to time.
- b) The applicant hereby agrees to keep DISCOM/HVPL indemnified at all times and undertakes to indemnify defend and save DISCOM/HVPL harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
- c) The provisions of the "Procedure for Short Term Open Access" issued by DISCOM/HVPL are hereby agreed to.

Authorized Signatory

Short Term Open Access Customer

Name: _____

Designation:

Seal:

Enclosures:

1. Application Fee (RTGS transaction proof)
2. Copy of Peak Load Exemption letter of DISCOM, if applicable.
3. Continuous Process sanction letter of DISCOM, if applicable.
4. Document indicating:
 - a) Undertaking stating that the applicant /firm has not been declared insolvent or bankrupt (self attested)
 - b) Undertaking to accept rostering of feeder, in case of Cat II mixed industrial feeder.
5. Copy of latest energy Bill.
6. Signed undertaking for Terms & Conditions (Form-V)

RECEIPT: To be filled in by the office of HVPNL (Open Access office):

Date and Time of receipt of application	Sr. No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

Appendix-II C
Form-I C (HSE)

APPLICATION FORM FOR GRANT OF INTERSTATE STOA FOR SALE OF POWER THROUGH POWER EXCHANGE			
1	Name of the Applicant (User):		
2	Address for Correspondence:		
	Authorized Contact Person :		Name & Designation :
	Phone:		Mobile No.
	E-Mail ID:		
3	Detail of local DISCOM Office		Name of Sub Div./Division
	Detail of Generating Unit/CPP		
	Whether Connectivity available:		Yes/ no
	Single Line Diagram and Metering details:		
4	Name of Sub Station (Injection Point)		
	Supply Voltage		
5	Provision of communication of metering parameters to Power Control room of SLDC /ALDC.		Yes/No
6	Details Of Intended Power Sale (Copy of Agreement with trader Optional)		
	Quantum of Power to be Sold (MW)		
7	Copy of Feasibility clearance/HAREDA clearance/CEI report , as applicable		Yes/No
8	Tentative date of start of Open Access		
9	Details of Application Fee: (DD to be attached)		
	Name of the Bank:		
	RTGS/NEFT details or Draft No. & Date:		
	Amount:		Rs. Five thousand Plus GST @18% thereof
	In Favour of:		Sr. Accounts Officer, Tariff, HVPNL
	Payable at:		Panchkula
1	It is hereby certified that:		
a)	All parties to the transaction shall abide by the provisions of the CERC Interstate Open Access Regulations, 2008 and HERC intra-state Open Access Regulations, 2012, as amended from time to time.		
b)	The applicant hereby agrees to keep HVPNL/DISCOM indemnified at all times and undertake to indemnify, defend and save HVPNL/DISCOM harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, cost and expenses, court cost,		

	attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
c)	It is hereby certified that the applicant unequivocally confirms to the terms and conditions and has fully understood the procedure issued by HVPNL/DISCOM for Short term open access

Authorized Signatory

Short Term Intra-State Open
Access Customer

Name:

Designation:

Seal:

Place:

Date:

Enclosures:

1. RTGS transaction proof.
2. Document indicating:
 - a) Single line diagram of delivery system & Metering details
 - b) Pending dues/defaulting amount (more than 2 months)
 - c) Undertaking stating that the applicant /firm has not been declared insolvent or bankrupt (self-attested)
 - d) Compliance of Feasibility Clearance, CEI report and HAREDA clearance, as applicable.
 - e) Signed undertaking for Terms & Conditions (Form-V)

RECEIPT: To be filled in by the office of HVPNL (Open Access office):

Date and Time of receipt of application	Sr. No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

APPLICATION FORM FOR GRANT OF INTER-STATE STOA FOR SALE OF POWER (BI-LATERAL)

1	Name of the Applicant applying for Short Term OpenAccess	
2	Address for correspondence	
3	Tentative date of start of Open Access	
4	Details of Generating Unit/ CPP i) Whether connectivity available ii) Single Line Diagram & metering details	Yes/No
5	Copy of feasibility clearance/HAREDA clearance/CEI report, as applicable	
6	Details at injection point : i) Name of injecting utility/ party/ generating station (ii) Voltage Level (iii) Point of injection	Sub-division Division Substation
7	Quantum of Power for Sale (MW)	
8	Details of Application Fees Name of the Bank: RTGS/NEFT details or Draft No. & Date: Amount: Rs. Five thousand + GST @18% only In Favour of: Sr. Accounts Officer, Tariff, HVPNL Payable at: Panchkula	

It is hereby certified that

- i. All parties to the transaction shall abide by the provisions of the CERC Open access Regulations, 2008 and HERC Open Access Regulations 2012, as amended by from time to time.
- ii. The applicant hereby agrees to keep HVPNL/DISCOM indemnified at all times and undertakes to indemnify defend and save HVPNL/DISCOM harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.

- iii. The provisions of the "Procedure for Short Term Open Access" issued by HVPNL/DISCOM are hereby agreed to.
- iv. It is hereby certified that the applicant unequivocally confirms to the terms and conditions and has fully understood the procedures issued by HVPNL/DISCOM for Short term open access.

Authorized Signatory

Short Term Open Access

Customer Name:

Designation: Seal:

Enclosures:

- 1. RTGS transaction proof.
- 2. Document indicating:
 - a) Single line diagram of delivery system & metering details
 - b) Pending dues/defaulting amount (more than 2 months)
 - c) Undertaking stating that the applicant /firm has not been declared insolvent or bankrupt (self attested)
 - d) Compliance of Feasibility Clearance, CEI report and HAREDA clearance, as applicable.
 - e) Signed undertaking for Terms & Conditions (Form-V)

RECEIPT: To be filled in by the office of HVPNL (Open Access office):

Date and Time of receipt of application:	Sr. No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

Form-IE (HSPB)

**APPLICATION FORM FOR GRANT OF INTRA-STATE STOA FOR SALE/PURCHASE
OF POWER(BI-LATERAL)**

1	Name of the Applicant applying for Short Term Open Access	
2	Address for correspondence	
3	Tentative date of start of Open Access	
4	Details of power transfer requirement i. Quantum of power to be transmitted (MW) ii. Power to be transferred during Peak load Hrs.	
5	Details at injection point in intrastate transmission/distribution system. i) Name of injecting utility/ party/ generating station (ii) Voltage Level (iii) Point of injection (iv) Single Line Diagram and Metering details	Sub-Division Division Substation
6	Details at point of drawl from intra-state transmission / distribution system. i) Name of utility/party ii) Voltage Level iii) Point of drawl (name of Sub Station of DISCOM/HVPNL)_ iv) Single line diagram and metering details at drawl Point	
7.	Details of Consumer Purchasing Power:	
	Account Number	
	Name of Sub Div	
	Name of Division	
	Sanctioned Load	
	Contract Demand	
	Peak Load Exemption Allowed by DISCOM	
	Supply Voltage	
8.	Details of Application Fee: Name of the Bank: RTGS/NEFT details : Amount: Rs. In Favor of: Sr. Accounts Officer, Tariff, HVPNL Payable at: Panchkula	

It is hereby certified that

- i. All parties to the transaction shall abide by the provisions of the CERC Open Access Regulations 2008 and HERC Open Access Regulations 2012 as amended by from time to time.
- ii. The applicant hereby agrees to keep DISCOM/HVPLN indemnified at all times and undertakes to indemnify defend and save DISCOM/HVPLN harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
- iii. The provisions of the "Procedure for Short Term Open Access" issued by DISCOM/HVPLN are hereby agreed to.

Authorized Signatory

Short Term Open Access
Customer

Name:

Designation

seal:

Enclosures:

- 1 RTGS transaction proof.
- 2 latest energy bill , sanctioned load ,PLEC letter (in case of DISCOM consumer).
3. Document indicating:
 - a) Single line diagram & Metering details (seller and buyer).
 - b) Pending dues/defaulting amount (more than 2 months)
 - c) Undertaking stating that the applicant /firm has not been declared insolvent or bankrupt (self attested)
 - d) Connectivity report, if applicable
 - e) Compliance of Feasibility Clearance, CEI report and HAREDA clearance Case applicable, in case of Generator.
 - f) Signed undertaking for Terms & Conditions

(Form-V) RECEIPT: To be filled in by the office of HVPLN

(Open Access office):

Date and Time of receipt of application:	Sr No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPLN)		

Appendix-II F**Form-IF (NCDPE)****APPLICATION FORM FOR GRANT OF SHORT TERM OPEN ACCESS FOR PURCHASE OF POWER**(Applicable for **non-consumer of DISCOM** for availing STOA Through Power Exchange)

1	Name of the Applicant applying for Short Term Open Access	
2	Address for correspondence	
3	Whether Connectivity with transmission/distribution system of DISCOM/HVPL (mention power transfer capacity approved)	YES/NO
4	Tentative date of start of Open Access	
5	Details of power purchase i. Quantum of power to be purchased ii. Power to be purchased during Peak load Hrs.	
6	Details at point of drawl from intra-state transmission system. (i) Name of utility/party (ii) Voltage Level (iii) Point of drawl (name of Sub Station of HVPL) (iv) Single line diagram & metering details at drawl point	
7	Details at point of drawl in distribution system. (i) Name of Operation Zone of DISCOM in whose distribution system power to be drawn. (ii) Voltage Level. (iii) Point of drawl (name of Sub-Station) (iv) Single Line Diagram & metering details at drawl point	
8	RTGS for Application Processing Fee (i) Name of Bank (ii) RTGS/NEFT details /Draft No. & Date (iii) Amount (iv) In favour of (v) Payable at Bank	

It is hereby certified that

- I. All utilities (including buyer, seller, trader) to the transaction shall abide by the provisions of the HERC Open Access Regulations, 2012 as amended from time to time.
- II. That the applicant has not been declared insolvent or bankrupt or having outstanding dues against him for two months or more of billing of any transmission or distribution licensee.

- III. That the applicant abide by to submit security deposit as per the provisions of the HERC regulations on Open Access 2012 as amended from time to time.
- IV. The applicant hereby agrees to keep HVPNL/DISCOM indemnified at all times and undertakes to indemnify defend and save HVPNL/DISCOM harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.
- V. The provisions of the "Procedure for Short Term Open Access" issued by HVPNL/DISCOM are hereby agreed to.

Authorized Signatory

Short Term Open Access Customer

Name:

Designation:

Seal:

Enclosures:

1. RTGS/NEFT towards
 application fee.
2. Feeder sketch showing drawl point /Single line diagram of delivery system & Metering details
3. Connectivity report as per point No.3 of the application form.
4. Signed undertaking for Terms & Conditions (Form-V)

RECEIPT: To be filled in by the office of HVPNL (Open Access office):

Date and Time of receipt of application:	Sr No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

Appendix-II G**Form-IG (NCDPB)****APPLICATION FORM FOR GRANT OF SHORT TERM OPEN ACCESS FOR PURCHASE OF POWER**

(Applicable for non-consumer of DISCOM for availing Short Term Open Access Through bilateral)

1	Name of the Applicant applying for Short Term Open Access	
2	Address for correspondence	
3	Whether Connectivity with transmission/distribution system of HVPNL/DISCOM	YES/NO
4	Tentative date of start of Open Access	
5	Details of power transfer requirement i. Quantum of power to be transmitted (MW) ii. Power to be purchased during Peak load Hrs	
6	Details at point of drawl from intra-state transmission system. (i) Voltage Level (ii) Point of drawl (name of Sub Station of HVPNL) (iii) Single line diagram & metering details	
7	Details at point of drawl in distribution/ transmission system. (i) Name of Operation Zone of DISCOM/STU in whose distribution system power to be drawn. (ii) Voltage Level. (iii) Point of drawl (name of Sub-Station) iv) Single Line Diagram & metering details	
8	RTGS/NEFT for Application Processing Fee i) Name of Bank ii) Draft No. & Date iii) Amount iv) In favour of v) Payable at Bank	

It is hereby certified that

- That the applicant has not been declared insolvent or bankrupt or having outstanding dues against him for two months or more of billing of any transmission or distribution licensee.
- That the applicant abide by to submit security deposit as per the provisions of the HERC Open Access Regulations, 2012, as amended from time to time.
- The applicant hereby agrees to keep HVPNL/DISCOM indemnified at all times and undertakes to indemnify defend and save HVPNL/DISCOM harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting

from the transactions under this approval.

- iv. The provisions of the "Procedure for Short Term Open Access" issued by HVPNL/DISCOM are hereby agreed to.

Authorized Signatory

Short Term Open Access Customer

Name:

Designation:

Seal:

Place

Date

Enclosures:

- 1 Bank Draft toward Application fee
- 2 Feeder sketch showing drawl point / Single line diagram of delivery system & Metering details
- 3 Connectivity report as per point No.3 of the application form.
- 4 Signed undertaking for Terms & Conditions (Form-V)

RECEIPT: To be filled in by the office of SLDC (Open Access office):

Date and Time of receipt of application:	Sr. No.:	Initials of receipt clerk.
Priority no. (to be filled by HVPNL)		

Letter for seeking Consent of Discom



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Secor-6, Panchkula.

Corporate Identity Number: **U4010HR1997SGC033683**

Website: www.hvpn.gov.in, Phone No. 0172 – 2560547

Memo No. Ch- /STU/OA ----- Dated:

To

Chief Engineer/Commercial,

Discom

**Sub: - Short term Open Access of M/s ----- (A/C No)
through Power Exchange.**

Enclosed please find herewith a copy of short term Open Access application received from M/s -----) in terms of provisions in procedure for grant of short term open access.

In respect of a consumer connected to a distribution system seeking inter-State long term or medium term or short term open access, the HVPNL, before giving its consent shall obtain the consent of the distribution licensee concerned. In case of short term open access, the said distribution licensee shall convey its consent or otherwise within three (3) working days of receipt of request of the applicant through HVPNL *in a prescribed Form- I-H* .

In case no reply is received within ----- days i.e. **up to** , the approval of the above transaction would be granted by HVPN, assuming your consent.

In view of the above, you are requested to examine the proposal and submit your consent on prescribed Form I -I.

DA/ As above

Superintending Engineer /
for Chief Engineer / SO & C

CC:-

- SE/Op., DHBVN, ----
- M/s

No. : Ch- /STU/OA ----- Dated:

Uttar Haryana Bijli Vitran Nigam Limited

Or

Dakshin Haryana Bijli Vitran Nigam Limited

CERTIFICATE TO BE SUBMITTED/ Endorsed BY Chief Engineer Commercial of Discom
for taking information from concerned Executive Engineer of Division

Ref No ---

Name Of Division	
Name of the Sr XEN/Addl. SE	
Name of the firm seeking Open Access	
Address	
Account Number	
Name of Feeder	
Category Of feeder	
Duly attested single line diagram of the feeder	
Connected Load (MW)	
Contract Demand (MVA)	
Peak Load Exemption allowed	
Outstanding dues against the firm for more than two months billing	
Detail of stay granted by Court/Forum, if any	
Availability of capacity in distribution network	
Any other remarks	

Seal.

Place:

Dated:.....

To

Xen/Operation Discom

Note:- The same format may used by xen /discom for sending the information to CGM Commercial Discom.

Letter for seeking consent of TS division for metering Arrangement



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Secor-6, Panchkula.

Corporate Identity Number: **U4010HR1997SGC033683**

Website: www.hvpn.gov.in, Phone No. 0172 – 2560547

To

Superintending Engineer/TS,

HVPNL, ----

Memo No. Ch- /STU/OA----- Dated:

Subject: Short term Open Access of M/s -----(A/C No).

Enclosed please find herewith a copy of short term Open Access application received from M/s --- -----It is requested that the premises of M/s may be got examined for

1. Feasibility of erection and commissioning of ABT compliant SEM's in terms of provisions in HERC Regulation(a copy of extract is enclosed for your ready reference).
2. Amiability of capacity in Transmission system.

In case no reply / objection is received within 10 days that is upto -----, it will be presumed that installation of Special Energy meters is feasible and further necessary action would be taken by this office accordingly.

An early action shall be solicited.

DA/ As above

Superintending Engineer/Comml.
For Chief Engineer SO & Com.

CC to:-

- CE/TS, HVPNL, -----.
- M/s.....Fax No.

Form I –I**FORM FOR THE CONSENT OF OPEN ACCESS BY DISCOM
TO HVPNL**

Memo. No:

Date:

HVPNL Reference No.	Date
Name of the firm	
Account No	
Address of the firm	
Open Access admissible during off peak hrs (Time of off peak hrs)	
Open Access admissible during peak load hrs (time of peak load hrs)	
Period /Duration for Open access Consented From : (Date/Time) To: : (Date/Time)	
Consent Valid up to :	
Reason for refusal if any	
Any other Specific Conditions for OA Consumer	

SE/DISCOM

For Chief Engineer/Commercial

SAMPLE LETTER FOR CONDITIONAL APPROVAL FOR GRANT OF SHORT TERM OPEN ACCESS/ installation of metering Equipment

To

M/s.....

Memo No._/STOA/

Dated:

Sub: Grant of Open Access for purchase/sale of power by M/s_____A/C No._____.

This refers to your application received in this office on dated_ for grant of Short Term Open Access for Purchase/Sale of power through Bilateral/power exchange.

The short term open access for purchase/sale of power up to_____MW is hereby allowed , as requested by you, in line with Open Access Regulations,2012, as amended from time to time, as per agreed terms & conditions by you and subject to compliance of conditions/ formalities as under*: -

1. Your firm will get installed ABT compliant special energy meter of accuracy class 0.2S at your own cost in addition to meter already installed as LS consumer of DISCOM as per prescribed metering guidelines and the Haryana Grid code. You will supply copies of test report of the meter from NABL Lab and installation report along with site report by representative of HVPNL/DISCOM and compliance report for completion of formalities as per metering guidelines from representative of DISCOM/HVPNL & EAC of HVPNL regarding format of down loaded data as the case may be

2. Your firm will restrict its total demand to be within its sanctioned contract demand during non-peak load hours and during peak load restriction hrs the firm will be eligible only to draw total power (Power from DISCOM+OA power) admissible as per peak load exemption granted by DISCOM. This implies that during peak load restriction hours the total drawl from all sources will be limited to peak load exemption allowed.

Further that during peak load restriction hours the total drawl from all sources will be limited to either quantum of approved bid (Open Access Power) or his allowed demand during peak load hours which ever is lower if PLEC not paid & shall be liable to pay penalty for violation of peak load hours at the rates

3. No relaxation in monthly minimum charges, peak load exemption charges etc. shall be admissible against grant of this Open Access and you will be liable to pay all the charges as LS consumer of DISCOM and all the charges and levies applicable on power purchased under Open Access.

4. Your firm will be liable to pay cross subsidy surcharge, additional surcharge, reactive energy charges, ED and any other charges applicable on Open Access customers in accordance to Open Access regulations, 2012 as amended from time to time.

5. All Provisions of CERC/HERC open access Regulations as well as IEGC/State Grid Codes shall be applicable during the duration of short term open access.

6. Your firm will restrict its power purchase under open access keeping in view the regulatory measures/power cuts imposed by DISCOM on feeders supplying power to your unit.

In case the scheduled power as per capacity in MW reserved for open access as per NOC/Standing Clearance/Concurrence of an embedded open access customer is curtailed or cancelled by SLDC as per Regulation of HERC (Open Access) Regulations, 2012, the embedded open access customer shall immediately reduce/stop the drawl of power thro' open access. In case the customer continues to avail power thro' open access corresponding to originally reserved capacity, SLDC shall suspend the NOC/Standing Clearance/Concurrence of such customer for 3days for each day's default. All such cases of default shall also be submitted by SLDC to the Commission.

7. In case the customer is not connected to independent feeder, open access shall be allowed subject to the condition that the customer agree to rostering restrictions imposed by DISCOM on such feeders.

8. You will supply copy of the agreement signed with the traders for purchase of power through open access.

9. Your firm will ensure that this short term open access approval shall not, in any case, violate the terms and conditions of the PPA(s) signed by you with any other agency.

10. In case of Sellers/Generators/Non Consumers of DISCOM shall be required to furnish a security deposit towards Open Access charges for a period of two months and UI charges for 50% of contracted power for 14 days @ Rs-----/unit (Amounting to Rs.-----) in the form of irrevocable (monthly for purchases and weekly for generators/sellers) revolving self-recouping Letter of Credit (LC) valid for at least 3 months beyond the period of Open Access transaction in favour of AO/Cash HVPNL payable at Panchkula.

11(Any other specific condition) imposed by HVPNL/DISCOM.

You are requested to complete the above formalities and furnish requisite documents along with acceptance to the above condition so that further necessary action on your request can be taken by this office.

This approval is subject to compliance of formalities within 60 days of issue of this letter failing which the approval will be deemed to be cancelled.

This issues with the approval of competent authority.

S.E.

for: Chief Engineer/
SO&C, HVPNL
Panchkula.

Endst.No./STOA/

Dated _____

Copy of the above is forwarded to Chief Engineer/-----DISCOM w.r.t. his office memo no.

_____dated_____for further necessary action.

S.E.,

for: Chief Engineer/
SO&C, HVPNL Panchkula

CC:

Concerned offices of
HVPNL/DISCOM/SLDC

HARYANA VIDYUT PRASARAN NIGAM LIMITED
APPLICATION FORM FOR GRANT OF NOC/STANDING CLEARANCE FOR
SALE/PURCHASE OF
POWER THROUGH POWER EXCHANGE by Open Access Consumer

1	Open Access Customer Details	
1.1	a) Name of Applicant/consumer: M/S _____ b) DISCOM Consumer Account Number _____ c) Open Access ID No. _____ d) Specify the Power Exchange for Power Transaction with Client Portfolio No.(IEX/PXIL): _____ e) Voltage Level(To be specified) _____	
1.2	Contact Address (Mobile & Fax) _____	
2	Requested Power Transaction through Power Exchange	
2.1	Quantum of Power (MW) (Purchase/Sale) :	_____MW(As to be bid at PowerExchange)
(i)	At Consumer bus/drawl point (in case of Purchase) Generator bus/delivery point (in case of seller/generator)	
(ii)	At state Boundary (after adjusting State/HVPL Losses of Haryana)	
(iii)	At regional Boundary (after adjusting CTU losses of NR)	
2.2	Period of _____	
(i)	Transaction	
(ii)	From date _____	
(iii)	To Date _____	
	Period (Time Block Information) _____	
3	Details of other Power transactions.	
3.1	Power transactions under bilateral agreement, if any (give details of generator/ buyer).	
3.2	Power transactions through any other medium	
3.3	Wheeling of power for own unit situated at other place.	
4	Details of Application Fee:	
4.1	DD No. & Date or RTGS/NEFT Details	
4.2	Amount (Rs.)	
4.3	Advance Deposit, if any	

DA/ MOU between consumer & Trader.

Declaration: The provisions of Electricity Act 2003, IEGC, CERC Open Access Regulation, 2008 /HERC Open Access Regulation, 2012 and corresponding STOA procedures with respect to collective transactions in interstate/intrastate transmission as amended from time to time & Sales Circular issued by Discom are hereby understood and would be binding.

Sig nature (With Stamp)

Date:
Place:

Name:
Designation

Appendix-IIIB
Form-III

HARYANA VIDYUT PRASARAN NIGAM LIMITED APPLICATION FORM FOR GRANT OF CONCURRENCE or CONSENT FOR SALE/PURCHASE OF POWER THROUGH BILATERAL(INTER-STATE/INTRA-STATE)

1	Open Access Customer Details:	
1.1	a) Name of Applicant/consumer: M/S _____ b) DISCOM Consumer Account Number / Category (If applicable): LS/: _____ c) Open Access ID No. _____ d) (Client Portfolio No.(IEX/PXIL) _____	
Contact Address (Mobile & Fax) _____		
2	Requested Power Transaction	
2.1	Quantum of Power	
(i)	(MW) At Generator	
(ii)	Grid	
(iii)	At state Boundary (after adjusting Transmission Losses of Haryana)	
	At regional Boundary (after adjusting losses of NR)	
2.2	Period of	
(i)	Transaction	
(ii)	From date	
(iii)	To Date	
	Period (Time Block Information)	
3	Buyer/Seller /Transaction Details:	
	Injecting Entity	Drawee Entity
	Name of Entity/Utility in which it is embedded Concerned SLDC /Region Applied Route (From injection point to drawl point): If re-routing to be considered, please specify the alternate Route(s): Voltage Level (KV):	
4	Attach authenticated Copy of agreement indicating sale/purchase :	
5	Details of Application Fee:	
5.1	DD No. & Date or RTGS/NEFT Details	
5.2	Amount (Rs.)	


Declaration: The provisions of Electricity Act 2003, IEGC, CERC Open Access Regulation, 2008 /HERC Open Access Regulation, 2012 and corresponding STOA procedures with respect to bilateral transactions in interstate/intrastate transmission as amended from time to time are hereby understood and would be binding.

Date:
Place:

Sig nature (With Stamp)

Name:
Designation

Appendix-IV A
(FORM IV A)
FORMAT: PX-I

	<p align="center">HARYANA VIDYUT PRASARAN NIGAM LTD.</p> <p align="center">Regd. Office Shakti Bhawan, Secor-6, Panchkula.</p> <p align="center">Corporate Identity Number: U4010HR1997SGC033683</p> <p align="center">Website: www.hvpn.gov.in, Phone No. 0172 – 2560547</p>
---	--

“Standing Clearance” / “No Objection Certificate for IEX/PXIL”
<for submission to Power Exchange>

NOC No. CH- /STU/OA---- Dated: -----

1. Name of the Nodal Agency issuing NOC:
 2. Region: - North
 3. Name of the intra state Entity M/s-----.
 4. Status of Entity (e.g.; State Utility/CPP/IPP/Discoms etc.) Consumer of -----
 5. Point(s) of Connection----- KV Sub Station,
 6. Max. MW ceiling allowed for Injection*: ---
 7. Max. MW ceiling allowed for Drawl* ----- MW
- (* HVPNL may specify different MW ceilings for different time blocks, if required.)
8. Validity of concurrence (Period) : From: -----to -----
 9. Transmission losses (besides Regional Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses	As per applicable regulation/order of HERC	As per applicable regulation/order of HERC
Distribution Licensees losses		
Any other losses		

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission Charges	As per applicable regulation/order of HERC	As per applicable regulation/order of HERC
Distribution Licensees charges		
Any other charges		

Declaration:

It is hereby stated that:

- HVPNL has “No Objection” to seeking and availing Open Access by M/s -----, through power exchange i.e -----upto the MW ceiling as specified above, in accordance with applicable regulations of CERC/Haryana Electricity Regulatory Commission (HERC).
- HVPNL has the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with HVPNL.

- The State Utility (HPPC/DISCOMS) designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State's composite dues into the Regional Pool Account.
- Any imbalance between the Scheduled and Actual drawl/injection for the intra-State Entity shall be determined by HVPNL and will be covered in the intra-State UI accounting scheme.
- The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- HVPNL shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.
- HVPNL shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through HVPNL website.
- Any change in the contents of the Standing Clearance/NOC shall be conveyed to the party to whom Standing Clearance/NOC was given, latest by 10 Hrs. of the day prior to the day of transaction. In such cases, the Power Exchange(s) will also be informed simultaneously.

Signature

Name ----

Designation for CE/SO& Commercial
(Authorized Signatory)

Place: Panchkula

FaxNo.:0172-
2560622

Date:

.....
Email ID:

To

M/s

Open Access ID No :-

Endst No Ch- / dated

CC:

- Chief Engineer/Commercial, -----, UHBVN/DHBVN:
- Superintending Engineer /SLDC (Op.), HVPNL, Panchkula
- Superintending Engineer /TS. --.
- Superintending Engineer /OP, --.
- Executive Engineer /LD& PC, HVPNL, Chandigarh
- Executive Engineer / EAC, HVPNL, Panchkula

Appendix-IV B
(FORM IV B)

"CONCURRENCE for Bi-lateral Inter-state Transaction" VALID FROM -----TO-----

Concurrence ref. No. _____

Date ____

1	Name of the SLDC issuing concurrence	Haryana Vidyut Prasaran Nigam Limited		
2	Region	North		
3	Name of the Entity/Applicant OPEN ACCESS ID NO.	M/S _____		
4	Status of Entity (e.g. STOA/State Utility/CPP/IPP/Discom etc.)	_____		
5	Point(s) of Connection	_____		
6	Max. MW ceiling allowed for sale	_____		
7	Max. MW ceiling allowed for purchase	_____		
8	Time Period of Transaction;	____ hrs to ____ hrs /RTC		
9	Voltage level	____ KV		
10	Transmission losses (besides Regional Transmission losses			
		Whether Applicable or not (yes/No)	(%) loss	
State Transmission losses				
Distribution Licenses losses				
Any other losses		NR losses (As fixed by NRLDC)		
11. Transmission charges (besides Regional Transmission charges)				
Whether Applicable or not		(yes/No)		
State Transmission & wheeling charges		As per applicable regulation/order of HERC	As per applicable regulation/order of HERC	
Distribution Licensees				
Any other charges				
12	Buyer /Seller Details			
	Name of Trader:			
		Injecting Entity	Drawee Entity	
	Name of Entity			
	Utility in which it is embedded			
	Concerned SLDC /Region			
	Whether Internalized (Yes /No)			
13	HVPNL Ref. No.		Date	
	DAT E	HOURS	M W	
	From	TO	From	To
			Requested	Concurrence for

Declaration:

It is hereby certified that:

a) We provide Concurrence to seeking and availing Open Access by M/S__ through Bi-

lateral as specified above, in accordance with applicable regulations of CERC/HERC.

- b) We have the required infrastructure for energy metering and time block wise accounting is in place. The State/Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission/Wheeling Charges for the use of State Transmission/Distribution Licensee network and SLDC Charges for the State Load Dispatch Centre shall be directly settled by NRLDC.
- 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 Regional Pool Account.
- e) Any imbalance between the Scheduled and Actual drawl/injection for the Intra-State Entity shall be determined by us 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 disburse the Transmission/Wheeling Charges for use of the State network to the respective License (s) directly.
- h) We shall inform the total import and export capability of the State as the whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the Concurrence shall be conveyed to the party to whom the Concurrence was given.

Note: - Validity of this Concurrence is from____to_.

Place: Panchkula

Date:

SE/ ,
O/o CE SO & coml
HVPNL,Panchkula.

To

M/s

Appendix-IV C
(FORM IV C)

"CONSENT for Bilateral Intra-State Transaction" VALID FROM To

Consent ref. No. _

Date _____

1	Name of the SLDC issuing Consent	Haryana Vidyut Parsaran Nigam Limited
2	Name of the Entity/Applicant OPEN ACCESS ID NO.	M/S _____
3	Status of Entity (e.g. STOA/State Utility/CPP/IPP/Discom etc.)	_____
4	Point(s) of Connection	_____
5	Max. MW ceiling allowed for sale	_____
6	Max. MW ceiling allowed for purchase	_____
7	Time Period of Transaction;	_____ hrs to _____ hrs /RTC
8	Voltage level _____ KV	
9	Type of Transaction: Advance/ Day Ahead	

10 Transmission losses

	Whether Applicable or not (yes/No)	(%) loss
State Transmission losses		
Distribution Licenses losses		

11. Transmission charges

Whether Applicable or not	(Yes/No)	
State Transmission & wheeling charges	As per applicable regulation/order of HERC	As per applicable regulation/order of HERC
Distribution Licensees		
Any other charges		

12	Buyer /Seller Details				
	Name of Trader:				
		Injecting Entity	Drawee Entity		
	Name of Entity				
	Utility in which it is embedded				
	Whether Internalized (Yes /No)				
13	HVPNL Ref. No.		Date		
	DATE		HOURS		MW
	From	To	From	To	Requested
					Concurrence for

Declaration:

It is hereby certified that:

- a) We provide Consent to seeking and availing Open Access by M/S____through Bi-lateral as specified above, in accordance with applicable regulations of HERC.
- b) We have the required infrastructure for energy metering and time block wise accounting is in place. The State Transmission/Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) Any imbalance between the Scheduled and Actual drawl/injection for the Intra-State Entity shall be determined by us and will be covered in the Intra State UI accounting scheme, or as applicable.
- d) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- e) We shall disburse the State Transmission/Wheeling Charges for use of the State Transmission/Distribution to the respective License(s) directly.
- f) Any change in the contents of the Consent shall be conveyed to the party to whom the Concurrence was given.
- g) During peak load hours, the open access purchase shall be restricted to its total drawl including Open Access power to the extent of the peak load restrictions allowed.

Note: - Validity of this Consent is from____to_____.

Place :Panchkula

Date :

SE/,
o/o CE SO & Comml
HVPNL,Panchkula

To

Appendix-V
(FORM 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. -----

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

1. I/We will get installed ABT compliant special energy meters of accuracy class 0.2S at our own cost in addition to meter already installed as LT/HT consumer of DISCOM as per prescribed metering guidelines. I/ We will supply copies of test report of the meter from NABL Lab and installation report along with site report and compliance report for completion of formalities as per guidelines to HVPNL .
2. I/We will restrict our total demand to be within our sanctioned contract demand during non-peak load hours and during peak load restriction hrs I/ We will be eligible only to draw total power (Power from DISCOM+OA power) admissible as per peak load exemption granted by DISCOM This implies that I/We undertake to restrict our total drawl including Open Access power during peak load restriction period to the extent of the Peak load exemption allowed by DISCOM .Further that during peak load restriction hours the total drawl from all sources will be limited to either quantum of approved bid (Open Access Power) or his allowed demand during peak load hours which ever is lower if PLEC not paid & shall be liable to pay penalty for violation of peak load hours at the rates
3. I/We will restrict our power purchase under open access keeping in view the regulatory measures/power cuts imposed by DISCOM on feeders supplying power to our unit. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per NOC/Standing Clearance/Concurrence is curtailed or cancelled by SLDC as per Regulation 52 of HERC (Open Access) Regulations, 2012, I/We shall immediately reduce/stop the drawl of power thro' open access failing which HVPNL may suspend the NOC/Standing Clearance/Concurrence for 3 days for each day's default.
4. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the HVPNL/DISCOM to meet the requirement of performance standards as specified in Grid 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 at the absolute discretion of SLDC/HVPNL/DISCOM.
5. I/We shall not be liable for any claim 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 DISCOM/ HVPNL.
6. I/We agree to rostering restrictions imposed by DISCOM/HVPNL on our feeders (Applicable only for customers connected to non independent feeder).
7. 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 but not limited to the following: -

- i) Having being declared as insolvent or bankrupt.
 - ii) having defaulted in clearing outstanding dues of DISCOM for more than two months.
 - iii. Feeder status falling under ineligible category for grant of Open Access.
 - iv. Withdrawal of consent by Distribution Licensee (DISCOM)
8. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name/agreement with the trader, advance intimation shall be given by the customer which shall be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of HVPNL.
 9. I/We will book the Open Access corridor on intra state and interstate transmission system and seek alterations, if required, as per Open Access Regulations and procedure(s).
 10. I/We will abide by the provisions of the Haryana Grid Code and Open Access Regulations issued by HERC & CERC, as amended from time to time.
 11. I/We will also furnish Daily by 10.00 hours every day/Monthly abstract of all power injection made by us on prescribed Performa (**Form VI**). This information will be supplied for all the days for which Standing Clearance/No Objection Certificate will be sought by us (customer) and granted by HVPNL, including the days when no bid is made by us (Generator/Seller) or the bid made is not accepted in the power exchange, indicating power scheduled through power exchange as zero for that day, duly authenticated by authorized signatory of the firm in the prescribed Performa.
 12. I/We will operate a 24 hour control room and communicate real time power purchase data through fax/telephone to control room of SLDC as well as DISCOM.
 13. I/We understand that no relaxation in Monthly minimum charges or peak load exemption charges as LS consumer of DISCOM is admissible to us for purchase of power under Open Access.
 14. I/We will be liable to pay cross subsidy surcharge, Additional surcharge, reactive energy charges and any other charges applicable on Open Access customers in accordance to HERC Open Access regulations, 2012, as amended from time to time & any other charges applicable as per sales circular of Discom.
 15. In case any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, HVPNL/DISCOM reserves the right to charge the difference in bill raised to the customer. I/We undertake to pay the total bill including these charges.
 16. I/We will make all payments associated with Short Term Open Access to the office of Chief Engineer/ SO & Commercial Panchkula remitted only by RTGS/NEFT in favour of Sr. Accounts Officer/Tariff, HVPNL Panchkula payable at Panchkula up to 4.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) @ 1.25 % per month or part thereof on total amount of the bill. In case of non-payment of dues CE/SO & Commercial, HVPNL reserves the right to cancel NOC for Open Access.
 17. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as notified by the State/Central Electricity Regulatory Commission (HERC/CERC) from time to time.
 18. 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.

19. I/We will fulfill our RPO as per Haryana State Electricity Regulatory Commission Regulations, 2017 (HERC 40/2018) with its amendment issued from time to time.
20. I/We will apply for Standing Clearance/ No Objection Certificate/ Concurrence/Consent for purchase of power through Power Exchange minimum 15 days or through bilateral agreement minimum 3 working days before the commencement of deemed date of purchase of power through Power Exchange. I/We have noted that Standing Clearance will be allowed by HVPNL maximum upto one month.
21. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /DISCOM/HVPNL from time to time.
22. I/We may surrender the capacity allotted to me/us by serving a notice to Chief Engineer/SO & Commercial, HVPNL, Panchkula/RLDC as per HERC/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/HERC open access regulations.
23. I/We undertake to co-ordinate with concerned officials of DISCOM/HVPNL to ensure meter data reading/downloading as per fixed schedule
24. I/We undertake to maintain grid discipline and ensure the energy draws as per the energy scheduled at the delivery point during non peak load hours.
25. I/We agree that the disputes and complaints arising under this procedure will be first referred to the Coordination Committee constituted under Open Access Regulation. The Committee shall investigate and endeavor to resolve the grievance and in case of its non-re-dressal within stipulated period or any dispute, it shall be referred to the Commission by the Committee or the Open Access customer.
26. I/We agree that HVPNL/DISCOM reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.
27. I/We confirm that the provisions of Electricity Act 2003, IEGC, CERC Open Access Regulation, 2008 /HERC Open Access Regulation, 2012 and corresponding STOA procedures with respect to transactions in interstate/intrastate transmission as amended from time to time & Sales Circular issued by DISCOM are hereby understood and would be binding. The sales circular to be issued by DISCOM in compliance to commission order is also agreeable.

Authorized
Signatory Name:

Place:

Designation:

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 to this office. One copy will be retained in the office of CE/ SO&C, HVPNL, Panchkula, and second copy will be supplied to Chief Engineer/Commercial of DISCOM while operationalising the Open Access.
- ii) Copy of company/Board resolution or authority letter in favor of authorized signatory to be attached.

**Appendix-VI
(Form VI)**

DAILY POWER INJECTION REPORT

M/s

Name of CPP/
Date

Open access ID No.

Time Period		Energy (kWH)		Power (MW)		Reason For
From	To	Scheduled	Injected	Scheduled	Injected	Under Injection
0	1					
1	2					
2	3					
3	4					
4	5					
5	6					
6	7					
7	8					
8	9					
9	10					
10	11					
11	12					
12	13					
13	14					
14	15					
15	16					
16	17					
17	18					
18	19					
19	20					
20	21					
21	22					
22	23					
23	24					
Average						

Date & Time of Sent

Authorized
Signatory Name:
Designation:

Place:

Date:

Seal:

To

Chief Engineer/SO & Commercial

Note: The said report may also to be sent through Email at -----

SCHEDULE OF PAYMENTS**FORM- VII**

	Nodal agency Approval No.	/(R-0)	Date	

< 'R-O' states original approval with revision no. - zero>

1	Customer Application No.	as provided by customer on FORM	Date	
2	Period of Transaction	< 3 months and more /less than 3 months / day-ahead >		
3	Nature of Customer	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)		

<* In terms of power transfer>

4	Customer Name			
5	Registration Code		Valid up to	
6	Tentative* Monthly Payment Schedule for Short-Term Open Access Charges Month Period: date to date)			Month
	Payment Chargeable for	Rate (Rs./kWh)	MWh	Total (Rs.)
	(1) Intra-State Network			
	(a) Transmission Charges concerned Transmission Licensee			
	Intervening intra-State Licensee(if any)			
	(b) Wheeling Charges concerned Distribution Licensee			
	Intervening intra-State Licensee(if any)			
	(c) Surcharge concerned Distribution Licensee			
	(d) Additional Surcharge Concerned Distribution Licensee			
	(e) Cross subsidy surcharge			
	(f) stand by charges if any			
	(g) imbalance and reactive energy charges as applicable			
	(h) SLDC Charges			
	Scheduling and system operating charges as applicable			
	(2) Inter-State Network			
	Transmission Charges			
	Intervening inter-State Licensee(if any)			
	3. Transmission charges for system as per approval bidding			
	4. Open Access charges due to re-routing of Transaction			
	Transmission charges for over injection & over drawal			
	Total Monthly payment Amount (Rs.)			

7. Applicable losses

(i) Transmission loss in kind at relevant voltage level	
(ii) Distribution loss in kind at relevant voltage	

level	
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Place

Signature (with stamp)

Date

Name & Designation

* Tentative on the basis of MWh mentioned in application which may vary on actual operation.

FORM- VIII**CONGESTION INFORMATION AND INVITATION OF BIDDING***(to be invited by HVPNL)*

HVPNL Bidding Invitation No. _____

Date _____

1	Customer Application No.	<as provided by customer on FORM _____>	Date	
2	Period of Transaction	< 3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	<seller/buyer/captive user/trader> (on behalf of seller/buyer/captive user)		

<* In terms of power transfer>

4	Customer Name	
5	Registration Code	Valid up to

6. The anticipated congestion (transformer and electric line/link) is as follow:

Network Corridor		Congestion Period				Margin/Capacity available	Total capacity applied by all the Customers
Sub-station with Transformation Capacity	Electric Line/Link with Capacity	Date		Hours			
		From	To	From	To	MW	MW
Intra-State System	Transmission						
Intra-State System	Distribution						
Inter-State System	Transmission						

7. In view of above please submit bid on format [FORM-IX] . The details for bidding are hereunder:

(a) Bid Invitation Date						Time	
(b) Bid Submission Date						Time	
(c) Bid Opening Date						Time	
(d) Bids Invited for							
Intra-State Network Corridor		Congestion Period				Margin/Capacity Available for Bidding	Floor Price
Sub-station	Electric Line/Link	From	To	From	To	MW	Rs. /kWh
Name of Transmission System							

Name of Distribution System				
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8. In case of non submission of bid, application shall be deemed to have been withdrawn and shall not be processed.

Place

Signature (with stamp)

Date

Name & Designation

To:

Customers with their reference's < *as provided by customers at sr.no. 1 on FORM* >

FORM- IX**BID PROPOSAL***(to be submitted by the customer to HVPNL)***Ref: HVPNL Bidding Invitation No. Date _____****To: Chief Engineer/ SO & Commercial HVPNL Panchkula**

1	Customer Application No.	<i>as provided by customer on FORMAT-ST1></i>	Date	
2	Period of Transaction	<i>< 3 months and more /less than 3 months / day-ahead ></i>		
3	Nature of Customer	<i>< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)</i>		

< * In terms of power transfer >

4	Customer Name	
5	Registration Code	Valid up to

6. In reference to above bidding invitation, I hereby submit my bid as follows:

Bidding Details as provided by SLDC							Bid Price to be Quoted by Bidder
Intra-State Network Corridor		Congestion Period		Margin/Capacity Available for Bidding		Floor Price	
Sub-station	Electric Line/Link						
		From	To	From	To	Paise/kWh	Paise/kWh*
Name of Transmission System							
Name of Distribution System							

< * Bidder shall quote price (rounded-off to whole number) in denomination of floor price >

7. I do hereby agree that determined bid price(s) shall be transmission and/or wheeling charges.Place
DateSignature (with stamp)
Name & Designation

TERMS FOR LETTER OF CREDIT

(Short Term Open Access)

- The letter of credit is irrevocable, revolving and shall revolve automatically immediately after release of monthly payment to HVPNL as per the payment schedule through this LC up to a limit of Rs._____.
- The letter of Credit will be operated after the expiry of the due date of monthly payment as indicated in the “ Schedule of payments” enclosed with the approval issued to the Short-Term Open Access Customer by RLDC.
- The letter of Credit shall remain valid upto_i.e. (Upto one month after the expiry of transaction).
- The Total value of the letter of Credit would be Rs._____.
- All Chagres relating to opening, advising, confirmation, amendment, recoupment, operation, usance, negotiation, remittance etc. or any other charges would be borneby Applicant.
- The amount would be paid immediately by the Bank once letter of Credit is operated by the authorized officer of HVPNL i.e. Chief Engineer/SO & Commercial,HVPNL, Panchkula.

List of Documents

- The copy of the application for grant of Short Term Open Access
- The Copy of the approval issued by HVPNL for Short Term Open Access indicating
 - Reserved capacity for the Short Term Customer
 - Period of Transaction
 - Schedule of monthly Payments
- Specimen Signature of the Officer of HVPNL authorised to operate the Letter of Credit.

Due date for subsequent payment:

- Amount Rs.-----Due date:
- Amount Rs.-----Due date:
- Amount Rs.-----Due date:

Signature:

Place:

Name:

Date:

Designation:

The details of Open Access charges on account of rerouting is enclosed.

ACKNOWLEDGEMENT**FORM-XI***(for office use only)***APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS**• **< to be filled by the customer >**

1	Customer Application No.	< self generated by customer >	Date	
2	Period of Transaction	<3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	<seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		

<* In terms of power transfer>

4 Customer Name			
5 Registration Code		Valid up to	

< Registration code shall be as provided by HVPNL >

• **< to be filled by HVPNL >**

Date and Time of Receipt of Application	
---	--

Place

Date

Signature (with stamp)

Name & Designation

.....x.....x.....

ACKNOWLEDGEMENT*(to be issued by SLDC to the customer immediately on receipt of application duly filled in)***APPLICATION FOR GRANT OF SHORT-TERM OPEN ACCESS***(A)* **< to be filled by the customer >**

1	Customer Application No.	< self generated by customer >	Date	
2	Period of Transaction	<3 months and more / less than 3 months / day-ahead >		
3	Nature of Customer*	<seller/buyer/captive user/trader (on behalf of seller/buyer/captive user)>		

<* In terms of power transfer>

4 Customer Name			
5 Registration Code		Valid up to	

< Registration code shall be as provided by HVPNL >

(B) < to be filled by HVPNL >

Date and Time of Receipt of Application	
---	--

Place

Date

Signature (with stamp)

Name & Designation

N.B.: This counterfoil may be scored out and issued to the customer



**Procedure for making application for grant of connectivity in
Transmission/Distribution System**

HARYANA VIDYUT PRASARAN NIGAM LIMITED

Procedure for making application for grant of connectivity in Transmission/Distribution System

Definitions. –In this procedure, unless the context otherwise requires-

- (1) “Act” means the Electricity Act, 2003 as amended from time to time;
- (2) “applicant” means any licensee or consumer or a person engaged in generation of power or a person other than consumer who has made an application as per these regulations to the nodal agency seeking connectivity or open access as the case may be;
- (3) “CERC” means the Central Electricity Regulatory Commission;
- (4) “Commission” means the Haryana Electricity Regulatory Commission (HERC);
- (5) “connection agreement” means an agreement between State Transmission Utility (STU), intra-State transmission licensee other than STU, if any, and or distribution licensee and an applicant, setting out the terms relating to connectivity to the intra-state transmission system and or distribution system;
- (6) “connectivity” means the state of getting connected to the Intra-State transmission and or Distribution system;
- (7) “consumer” shall carry the same meaning as in the Act, but shall be restricted to such consumers within the State of Haryana to whom these procedure shall apply;
- (8) “contract demand” means demand in kilovolt ampere (KVA) or megavolt ampere (MVA) mutually agreed between the distribution licensee and the consumer as entered into the agreement for supply of electricity;
- (9) “day” means a day starting at 00.00 hours and ending at 24.00 hours;
- (10) “embedded open access consumer” means a consumer who has a supply agreement with the distribution licensee in whose area of supply the consumer is located and avails the option of drawing power from any other person under open access, during a day or more in any month or more than one month during the 2 year, without ceasing to be a consumer of the said distribution licensee and continues to pay various charges as per tariff schedule applicable to relevant consumer category.
- (11) ‘Full Open Access Consumer’ shall mean Open Access Consumer connected to transmission system or distribution system but not

having any contract demand with the distribution licensee within the state

- (12) “imbalance” in a time block for a generating station means its total actual generation minus its total scheduled generation and for an open access consumer means its total actual drawal minus total scheduled drawal.
- (13) “Installed capacity/Contracted Capacity” or 'IC' means the summation of the name plate capacities of all the units of the generating plant or the capacity of the generating plant (reckoned at the generator terminals) approved by the Commission from time to time;
- (14) “interconnection facilities” means interconnection facilities at interconnection point in respect of generating station or consumer / licensee or applicant, without limitation, inclusive of all facilities such as switching equipment, control, protection and metering devices etc. for the dedicated feeder bay, owned by the applicant or by an intra-state transmission licensee or distribution licensee, as the case may be, and located in the premises / switchyard of the STU or transmission licensee or distribution licensee or generating station or consumer or applicant to enable power interchange through the intra-state transmission and or distribution system;
- (15) “interconnection point” means the interface point(s) at which the generating plant / electrical plant and or electric line, including interconnection facilities, of the applicant or open access consumer or the intra-state transmission licensee, other than the STU, is connected to the intra-state transmission system and or distribution system;

Provided that in case of solar photovoltaic and wind energy generating station the point of connectivity shall be line isolator on outgoing feeder on HV side of the pooling station, and for solar thermal generating station, the point of connectivity shall be line isolator on outgoing feeder on HV side of generator transformer.
- (16) “interface meters” means interface meters installed in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time;
- (17) “limited short term open access consumer” means a consumer who has a supply agreement with the distribution licensee in whose area of supply the consumer is located and avails open access in distribution and / or transmission system only during pre-scheduled load shedding due to shortage of power.

- (18) “long-term open access” means the right to use the intra-State transmission and or distribution system for a period exceeding 12 years but not exceeding 25 years;
- (19) “medium-term open access” means the right to use the intra - State transmission and or distribution system for a period exceeding 3 months but not exceeding 3 years;
- (20) “month” means a calendar month as per the Gregorian calendar;
- (21) “nodal agency” means the nodal agency referred to in this procedure;
- (22) “open access” means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with this procedure;
- (23) “open access consumer” means any licensee or consumer or buyer or a person engaged in generation who has been granted open access in accordance with these regulations;
- (24) “short term open access” means open access for a period up to one (1) month at a time;
- (25) “SLDC” means State Load Despatch Centre established under section 31 of the Act.
- (26) “stranded distribution capacity” means the distribution capacity which is likely to remain unutilized due to relinquishment of access rights by a long-term open access consumer in accordance with this procedure;
- (27) “stranded transmission capacity” means the transmission capacity in the intra-State transmission system which is likely to remain unutilized due to relinquishment of access rights by a long-term open access consumer in accordance with this procedure;
- (28) “State” means the State of Haryana;
- (29) “Haryana Grid Code” means the Haryana Grid Code specified by the Commission under Clause (h) of sub-section (1) of section 86 of the Act;
- (30) “unscheduled interchange” means the unscheduled interchange of energy as mentioned in the Indian Electricity Grid Code / CERC regulations or as defined in the Intra-State ABT regulation to be notified by the Commission;
- (31) “Year” means the Calendar Year starting from 1st Jan and ending on 31st Dec.

Words or expressions used in this procedure and not defined herein but defined in the Act or Haryana Electricity Reforms Act, 1997 or the State Grid Code or HERC Open Access Regulations, 2012 with its amendment issued from time to time or any other regulations specified by the Commission shall, unless the context otherwise requires, have the same meaning as assigned to them under the Act or the State Grid Code or other regulations specified by the Commission, as the case may be.

1. Outline

- 1.1** This procedure is in accordance with the provisions of the “HERC (Terms and conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012” notified on 11.01.2012 (HERC/25/2012) & HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 with their amendments issued from time to time, herein after referred to as “the Regulations”.
- 1.2** This procedure shall apply to the applications made for the grant of connectivity to the transmission/distribution lines or associated facilities with such lines on the Haryana State Transmission/Distribution System, received by nodal agency (STU) i.e. HVPNL after notification of this procedure by State Commission.
- 1.3** This procedure shall come into effect from the date it is approved by the Commission.

2. Eligibility for grant of connectivity can be made by:

- 2.1** A consumer or a person seeking connectivity for a load of 10 MW and above or a generating station or a captive generating plant having installed capacity of 10 MW and above shall be eligible to obtain connectivity at 33 kV or above. A consumer or a person seeking connectivity for a load of less than 10 MW or a generating station or a captive generating plant having installed capacity of less than 10 MW shall be eligible to obtain connectivity at 33 kV or below

Generally, the connectivity to the generator shall be given at voltage level as per table given below. However, quantum of injection of power on grid substation shall be examined on case to case basis:

Sr. No.	Power to be injected	Voltage level
1.	Upto 5MW	11 kV
2.	More than 5 MW and upto 20MW	33 kV
3.	More than 20 MW and upto 60MW	66 kV
4.	More than 20 MW and upto 70MW	132 kV
5.	More than 70 MW and upto 250MW	220 kV

In case 33 kV level is not available, the generator can also inject at 66/132kV level for injection in such case.

In case where connectivity cannot be given at the voltage level specified in this regulation due to non-availability of requisite system or on account of some system / technical constraints then connectivity shall be given at an appropriate voltage level irrespective of the load of the consumer or the installed capacity of a generating station seeking the connectivity subject to approval of the Commission.

Further, in case of the consumer or a generating station already connected (before notification of the Regulation, HERC 25/2012) either to transmission system or the distribution system at voltage level other than that specified in the regulation then such consumer or the generating station shall continue to remain connected at the same voltage level.

- 2.2** Applications for connectivity of generation projects based on renewable energy sources shall be processed in two stages (except for the generators who have entered into an PPA with HPPC, Panchkula):
- a) Stage-I Technical Feasibility
 - b) Stage-II Final Connectivity

3. Nodal Agency

- 3.1** Nodal agency for grant of connectivity shall be STU (HVPNL) and application for grant of connectivity shall be submitted to the nodal agency.
- 3.2** For generation project based on renewable energy sources, in the 1st instance, the New & Renewable Energy Department, being nodal agency, shall register the projects as per applicable HERC Regulations. The applicant, while submitting the application for connectivity shall mentioned the registration no. in the application along with attachment of registration certificate

- 3.3** Since the project will be registered with HAREDA, being Nodal agency for renewable energy sources, the report confirming the captive status of the project at the time of registration of the project shall be provided along with the application to the Nodal agency along with copy to DISCOMs for ascertaining captive status by the respective DISCOM. However, nodal agency shall ensure compliance of the conditions of solar policy.

For generation projects, the respective DISCOMs shall ascertain the status of project either captive or otherwise as per instant Act/Rules/Regulations in force. The applicant, while submitting the application for connectivity shall mention the status of generating project in the application along with attachment of status report.

4. Application for Connectivity

- 4.1** The application for grant of connectivity with the intra-State transmission system and or the distribution system shall contain details such as proposed geographical location of the applicant, the quantum of power to be injected in the case of a generating station, including a captive generating plant and quantum of power to be drawn in the case of consumer and such other details as per the application format attached as **Annexure-A** on duly notarized affidavit **Annexure-B**.

In case of any material change in the location or a change of more than 10% in the quantum of power to be interchanged as per the original application, the applicant shall file a new application incorporating revised particulars. No application fee shall be required to be deposited if the new application is filed within 15 days of the filing of the original application. If the new application is filed after 15 days from the date of filing of original application then the same shall be considered as a fresh application and requisite charges shall be payable by the applicant in accordance with this procedure/regulation.

- 4.2** An application for grant of connectivity shall be submitted in a sealed envelope with “Application for grant of Connectivity” clearly marked on envelope. The application shall be addressed to

Chief Engineer/SO & Commercial,
HVPNL, Sector-6, Shakti Bhawan,
Panchkula, Haryana -134109

Acknowledgement will be generated by office of Chief Engineer/SO & Commercial, HVPNL, Panchkula regarding receipt of application of connectivity.

- 4.3** The application for grant of connectivity to the Intra-State Transmission System for the purpose of Open Access shall be accompanied by a non-refundable fee of Rs. Two (2) Lacs. The application for grant of connectivity to the Intra-State Distribution System for the purpose of Open Access shall be accompanied by a non-refundable fee of Rs. One (1) Lac.
- 4.4** The application fee are to be credited to HVPNL account electronically through RTGS as per details given below:

- a) Payee : Sr. Accounts Officer/Tariff, HVPNL, Panchkula
- b) Name of Bank : ICICI Bank
- c) Branch : SCO No. -6, Sector- 11, Panchkula
- d) IFSC Code : ICIC0000043
- e) Account No. : 004305000066

Provided that proof of payment directly credited to above HVPNL account shall be attached with the application.

5. Processing of application

- 5.1** On receipt of application, the HVPNL shall in consultation and through coordination with other agencies involved in the intra-State Transmission System and or distribution system and State Load Despatch Centre (SLDC), process the application as per procedure mentioned herein with the provisions of CEA (Technical Standards for connectivity to the Grid), Regulation, 2007 and Indian Electricity Grid Code/Haryana Grid Code.
- 5.2** After initial scrutiny, the HVPNL shall intimate the deficiencies in the application, if any, to the application within one week of receipt of application. The applicant shall rectify the deficiency within one week thereafter, failing which the application shall be closed and application fee shall be forfeited. Rectification shall not include submission of any new material facts in addition to already submitted documents.
- 5.3** The applications for connectivity shall be processed by following two procedures for different categories of applicants seeking connectivity, as under:
- i) Person or consumer or a generating station or a captive generating plant or full open access consumer.
 - ii) Generating station or captive generating plant based on renewable energy sources.

5.4 Processing of applications of person or consumer or a generating station or a captive generating plant or full open access consumer:-

- a) On receipt of application and requisite fees, the technical feasibility shall be examined by PD&C Wing of HVPNL in consultation with TS Wing, in case connectivity has been sought from Transmission System and from respective DISCOMs i.e. UHBVN & DHBVN, in case connectivity has been sought from distribution system, within 25 days of receipt of application.
- b) The comments of SLDC (Sewah, Panipat) shall also be sought in accordance with the Regulation-6 (4) of HERC Open Access Regulation, 2012. The nodal agency on behalf of SLDC shall be Superintending Engineer/SLDC (Operation), HVPNL.
- c) After receipt of technical feasibility report as per sr. no. a & b above, duly approved by Whole Time Directors (WTDs) of respective Utilities, the case for connectivity shall be processed for approval/rejection of Whole Times Director of HVPNL. The HVPNL, within 20 days, shall:-
 - i) accept the application with such modification or such conditions as may be stipulated by other agencies which are not inconsistent with the regulations/procedure,
 - ii) Reject the application, if such application is not in accordance with the provisions of these regulations or grant of connectivity is not technically feasible, for reasons to be recorded in writing.

However, before rejecting an application, an opportunity of hearing shall be given to the applicant. If applicant does not avail the opportunity within the specified time period of 10 days from letter of rejection, the application shall be rejected forthwith.
- d) In case of acceptance of connectivity, the HVPNL shall make a formal connectivity offer as per attached Format (**Annexure-C**).
- e) The copy of "Connectivity Offer" will be forwarded to concerned department/wings as the case may be.
- f) Within 10 days from the date of receipt of "Connectivity Offer", the applicant may either accept the offer or may seek clarification/change.
- g) In case some clarification/change have been sought by the applicant, and such clarification/change do not affect the status of original application or the connectivity offer, then the nodal agency shall convey its decision within 10 days from the date of receipt of communication in this regard from the applicant.

However, the comments of respective DISCOMs will be sought in the matter if connectivity has been granted from the distribution system.
- h) In case the clarification/change sought by the applicant affect the status of original application or the connectivity offer, such as change

in the location or quantum of Power etc., then the same shall be considered as fresh application and processed accordingly.

However, the comments of respective DISCOMs will be sought in the matter if connectivity has been granted from the distribution system.

- i) The Coordination Committee on Open Access shall facilitate timely approval of connectivity and exchange of information when network of more than one licensee is involved.

5.5 Processing of applications of generating plants or captive generating plant based on renewable Energy Sources:-

A. Stage-I Technical Feasibility:

- a) After receipt of application as per **Annexure-D** and requisite fees as per Para 4.3 above, the technical feasibility report shall be examined by PD&C Wing of HVPNL in consultation with TS Wing, in case connectivity has been sought from Transmission System and from respective DISCOMs i.e. UHBVN & DHBVN, in case connectivity has been sought from distribution system, within 25 days of receipt of application.
- b) The PD&C wing of respective DISCOM for connectivity with distribution system or PD&C wing of HVPNL for connectivity with Transmission system will carry out the load flow studies (steady state, transient and dynamic stability) considering possible demand-supply scenarios and get the same validated from CEA, so that capability of State Grid may be ascertained for processing the applications for grant of connectivity and Open Access in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC/Haryana Grid Code for re-assessment of technical feasibility.
- c) The findings of the Technical study carried out by the respective PD&C wing shall be submitted before proposed committee for Technical Feasibility.

Committee for Technical Feasibility:

1.	Chief Engineer/HPPC, Panchkula	Chairman
2.	Chief Engineer/PD&C, UHBVN, Panchkula	Member
3.	Chief Engineer/ PD&C, DHBVN, Hisar	Member
4.	Chief Engineer/ PD&C, HVPNL, Panchkula	Member
5.	Concerned Superintending Engineer/PD&C, HVPNL or Superintending Engineer/Planning of respective DISCOM on case to case basis	Member Secretary

Scope of the committee:-

- The findings of technical study carried out by respective PD&C wing will be discussed by the above proposed committee for further recommendations in this regard to WTDs of respective utility as under:-
 - **In case of connectivity with the Distribution System:-**
After recommendation of the Committee for technical feasibility for grant of In-principle feasibility or rejection, the PD&C wing of respective DISCOM will get the same approved from their respective WTDs. Thereafter, the PD&C wing of respective DISCOM will submit their WTDs approval along with recommendation of Committee regarding technical feasibility for connectivity of generating plant to Chief Engineer/SO & Commercial, HVPNL, Panchkula for further approval by WTDs, HVPNL.
 - **In case of connectivity with the Transmission System:-**
After recommendation of the Committee for technical feasibility for grant of In-principle feasibility or rejection, the PD&C wing of HVPNL will submit the recommendation of Committee regarding technical feasibility for connectivity of generating plant to Chief Engineer/SO & Commercial, HVPNL, Panchkula for further approval or rejection of In-principle feasibility by WTDs, HVPNL.
- d) The comments of SLDC (Sewah, Panipat) shall also be sought in accordance with the Regulation-6 (4) of HERC Open Access Regulation, 2012. The nodal agency on behalf of SLDC shall be Superintending Engineer/SLDC (Operation), HVPNL.
- e) After receipt of technical feasibility report as per sr. no. a & b above, duly approved by Whole Time Directors (WTDs) of respective Utilities, the case for connectivity shall be processed for approval/rejection of Whole Times Director of HVPNL. The HVPNL, within 20 days, shall:
 - i) accept the application with such modification or such conditions as may be stipulated by other agencies which are not inconsistent with the regulations/procedure,
 - ii) Reject the application, if such application is not in accordance with the provisions of these regulations or grant of connectivity is not technically feasible, for reasons to be recorded in writing.
However, before rejecting an application, an opportunity of hearing shall be given to the applicant. If applicant does not avail the opportunity within the specified time period, the application shall be rejected forthwith.
- f) In case of acceptance, the stage-I connectivity for connecting the generating plant with the transmission/distribution infrastructure shall be conveyed to the applicant **Annexure-E.**

B. Stage-II Final Connectivity:

- g) After issuance of stage-I technical feasibility, the applicant has to submit following documents within 90 days along with application as per **Annexure-F**.
- i. Proof of ownership or Long Term lease rights or land use rights for 100% of the land required for the capacity applied
 - ii. Achievement of financial closure (with copy of sanction letter and CA certification). Sanction letter from Financial institution / Lead Lender to be submitted as proof of financial closure
 - iii. Submission of the Bank Guarantee from a scheduled bank in favour of HVPNL, equivalent to the cost of Infrastructure required for evacuation, if same is to be created by Nigam or 20% of the cost of Infrastructure required for evacuation, if same is to be created by applicant (Estimated amount shall be intimated by Nigam at the time of conveying In-Principle Feasibility). This BG shall be returned after six months of commencement of evacuation of power.
- h) After receipt of requisite documents, the land documents shall be checked by Legal Cell of HPU and the documents relating to financial closure & Bank Guarantee shall be checked jointly by Tariff Section/Commercial & F.A. /Hqrs., HVPNL of HVPNL within 15 days.
- i) The documents as received from the Applicant shall be checked by the office within 15 days of receipt of documents and the shortcomings, if any shall be intimated to Applicant accordingly. The Applicant shall clarified the shortcoming and submit requisite documents in support thereof within 7 working days on receipt of letter.
- j) Thereafter, a sub-committee consisting of following officer will scrutinized the documents submitted by the Applicant.
- i. FA/Headquarters, HVPNL (Chairperson)
 - ii. SE/STU, HVPNL (Member)
 - iii. SE/HPPC, Panchkula (Member)
 - iv. Under Secretary/Legal (Member)
 - v. XEN/Open Access (Secretary)
- k) The recommendation of sub-committee shall be submitted to the main committee constituted to scrutinize, verify & to recommend the final connectivity to generating plants. The members of main committee shall be from transmission licensee/distribution licensee and HAREDA, as under:

1.	Director/Technical, HVPNL, Panchkula	Chairman
2.	Representative on behalf of Director/General/HAREDA, Panchkula	Member
3.	Controller of Finance/HVPNL, Panchkula	Member
4.	LR/HPU, Panchkula	Member
5.	Chief Engineer/SO & Commercial, HVPNL, Panchkula	Member
6.	Chief Engineer/HPPC, Panchkula	Member

7.	Chief Engineer/Commercial, UHBVN, Panchkula	Member
8.	Chief Engineer/Commercial, DHBVN, Hisar	Member

- l) The recommendations of main committee shall be processed for consideration of Whole Times Director of HVPNL. The WTDs of HVPNL, shall:
 - i) accept the applications with such modification or such conditions as may be stipulated by other agencies which are not inconsistent with the regulations/procedure,
 - ii) Reject the application, if such application is not in accordance with the provisions of these regulations or grant of connectivity is not technically feasible, for reasons to be recorded in writing.
However, before rejecting an application, an opportunity of hearing shall be given to the applicant. If applicant does not avail the opportunity within the specified time period, the application shall be rejected forthwith.
 - m) In case of acceptance, the HVPNL shall make a formal connectivity offer as per attached Format (**Annexure-G**).
 - n) The copy of “Connectivity Offer” will be forwarded to concerned department/wings as the case may be.
 - o) Within 10 days from the date of receipt of “Connectivity Offer”, the applicant may either accept the offer or may seek clarification/change.
 - p) In case some clarification/change have been sought by the applicant, and such clarification/change do not affect the status of original application or the connectivity offer, then the nodal agency shall convey its decision within 10 days from the date of receipt of communication in this regard from the applicant.
However, the comments of respective DISCOMs will be sought in the matter if connectivity has been granted from the distribution system.
 - q) In case the clarification/change sought by the applicant affect the status of original application or the connectivity offer, such as change in the location or quantum of Power etc., then the same shall be considered as new application and processed accordingly.
However, the comments of respective DISCOMs will be sought in the matter if connectivity has been granted from the distribution system.
 - r) The Coordination Committee on Open Access shall facilitate timely approval of connectivity and exchange of information when network of more than one licensee is involved.
- 6. Documents to be attached with the application for grant of connectivity:**
- a) Duly notarized affidavit

- b) Bank generated UTR number as proof of payment of application fee through RTGS/NEFT
- c) Copy of the Board Resolution authorizing filing of application and designating a person for the same, when the applicant is a company
- d) Registration of project issued by New & Renewable Energy Department & HAREDA, Panchkula, where the generating project is based on renewable energy sources
- e) Status report of generating plant either PPA, captive or otherwise issued by respective DISCOMs, where the applicant is generating plant.
- f) Before applying for connectivity to STU (HVPNL), the generator shall got ascertain their status of Power Plant either captive or otherwise in the first instance by submitting notarized copy of documents, as submitted by the captive generator at the time of registration with HAREDA, be attached with the application for ascertaining the captive status.

7. Connection Agreement:

7.1 After completion of all formalities regarding grant of connectivity in accordance with this procedure and HERC Open Access Regulations, 2012 & amendment issued from time to time, the applicant shall sign connection agreement with the STU, concerned DISCOM (in whose area/jurisdiction the project is being set up) within Thirty (30) days of issue of connectivity on the form attached as **Annexure-H**.

Provided that in case connectivity is granted to the intra-State transmission system of an intra-State transmission licensee other than the STU, a tripartite agreement, as provided in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and Haryana Grid Code / IEGC, shall be signed between the applicant, the STU, the respective DISCOM and such intra-State transmission licensee.

7.2 The HVPNL shall provide a copy of each and every connection agreement to the State Load Despatch Centre and the concerned transmission and or distribution licensee within a week of signing the same.

7.3 If applicant fails to sign the 'connection agreement' within the stipulated time period, without seeking extension, the acceptance of applicant to the connectivity offer shall lapse without notice and in case the applicant is interested in seeking connectivity thereafter than his request shall be treated as a fresh application and processed accordingly.

7.4 To streamline the process of signing of connection agreement, a committee of following officer is hereby constituted.

1.	Director to be nominated by Chairman-cum-Managing Director, UHBVN/DHBVN	Chairman
2.	Chief Engineer/SO & Commercial, HVPNL, Panchkula	Member
3.	Chief Engineer/Commercial, DHBVN, Hisar	Member
4.	Chief Engineer/HPPC, Panchkula	Member
5.	Chief Engineer/Commercial, UHBVN, Panchkula	Member

7.5 The applicant shall not relinquish for transfer his rights and obligation specified in the connection agreement without prior approval of nodal agency. The relinquishment or transfer of rights and obligation by such person shall be subject to payment of compensation to the STU/Distribution Licensee/Transmission Licensee, as the case may be as per prescribed in Chapter-XII of HERC Open Access Regulation, 2012.

8. Dedicated System for Connectivity:

- 8.1** In case a dedicated line in the transmission system or distribution system is required to be constructed or where augmentation of the transmission system and or distribution system is to be carried out for grant of connectivity, the nodal agency shall, within 30 days from the date of receipt of application, inform the applicant about the broad design features, estimated cost and the timeframe for completion of the dedicated line or the system augmentation. The cost of construction of dedicated line or the augmentation of the transmission or distribution system and associated facilities shall be borne by the applicant.
- 8.2** The provisions regarding construction of transmission line for providing connectivity to generators shall be as per act/regulations/rules/orders of HERC in force.

9. General Instructions:

- 9.1** Grid connectivity is not transferable and it is applicable only to the applicant.
- 9.2** The applicant shall comply with the provisions of the relevant Regulation of HERC/CERC governing technical standards for connectivity to the grid.
- 9.3** The grant of connectivity shall not entitled an applicant to interchange any power with the grid unless it obtains Long Term Open Access, Medium Term Open Access or Short Term Open Access in accordance with the HERC Open Access Regulation, 2012 with its amendment issued from time to time.

- 9.4** A generating station, including a captive generating plant, which has been granted connectivity to the intra-State grid, shall be allowed to inject infirm power into the grid during testing including full load testing before commencing its commercial operation for a period not exceeding three months after obtaining prior permission of the State Load Despatch Centre. Provided no monetary claims for such injection of infirm power shall be admissible. Further, any power drawn from the Discoms during testing / commissioning / trial-run shall be paid for at the applicable tariff in force. Provided further, that the injection of power into the Grid and drawl from the Grid shall be treated as separate transactions and not netted of as such.
- The State Load Despatch Centre while granting such permission shall keep the grid security in view and ensure that injection of such infirm power is only for the purpose of testing, prior to commencing of commercial operation of the generating station or a unit thereof.
- The generating station will submit likely date of synchronization, likely quantum & period of injection of infirm Power to the SLDC at-least one month in advance.
- 9.5** An incomplete application and/or an application not found to be in conformity with this procedure/guidelines and Regulations, shall be rejected.
- 9.6** All costs/expenses/charges direct or incidental associated with the application shall be borne by the applicant
- 9.7** The applicant shall ensure that its unscheduled interchange with the grid is only limited to inadvertent interchanges only and does not cause any transmission constraints or endanger Grid security.
- In case of repeated instances of unscheduled interchange with the grid leading to transmission constraints or grid violations and continued violations of instructions of SLDC to rein in such interchange, would lead to cancellation of connectivity. The SLDC may report such matter to the Commission along with the requisite details
- 9.8** The applicant & intra-State transmission & distribution licensee shall abide by the provisions of Electricity Act, 2003, Indian electricity Grid Code, Haryana Grid Code, HERC Regulations as amended from time to time.
- 9.9** If any applicant has already been granted connectivity & subsequently applies afresh with material changes as mentioned in the present procedure, then the connectivity already granted shall stands cancelled.
- 9.10** The applicant, in no case, shall have more than one connectivity.
- 9.11** STU (HVPNL) is nodal agency for connectivity related issues only.
- 9.12** The grant of connectivity shall not create any right in favour of the applicant on transmission/distribution system/infrastructure

including bays. Even the stage-I technical feasibility shall not create any vested right in favour of any applicant at any location for stage-II final connectivity.

- 9.13** The construction of bay at transmission/distribution licensee sub-station and transmission line shall be govern as per provisions of applicable Regulation of HERC/Guidelines of respective Nigams/provisions of PPA etc.
- 9.14** While processing the application, the HVPNL/DISCOMs may seek such clarification/additional information, confirmation, as may be required.
- 9.15** In case of any conflict/problem, between these procedures the provisions of relevant regulations and Orders of the Commission the latter shall prevail.
- 9.16** The applicant shall keep the nodal agency indemnified at all the times & shall undertake to indemnify, defend & keep the nodal agency, harmless from any and all damage, losses, claims & actions including those relating to injury to or death of any person or damages to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties, arising out of or resulting from such grant of connectivity.
- 9.17** STU reserves the rights to review/revise/modify/amend the terms & conditions of this procedure/guidelines as & when considered necessary in order to resolve any problem experienced during practical experience, with prior approval of Hon'ble HERC.
- 9.18** Part commissioning of generating project shall not be allowed.
- 9.19** The time line for construction of evacuation infrastructure for connectivity shall be followed as under:

Sr. No.	Construction of evacuation system Voltage wise	Tentative time period (in months)
1.	11 kV	9
2.	33 kV	9
3.	66 kV	12
4.	132 kV	12
5.	220 kV	15

In case of non-execution of generating project within stipulated time period, the connectivity shall stand cancelled with encashment of bank guarantee.

- 9.20** Exemption of wheeling and transmission charges, if any, shall be given strictly as per provisions contained in HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable

Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 as amended from time to time. The status of captive user shall be as per HERC RE Regulations in vogue and the same shall be ascertained on yearly basis. The applicant shall be liable to pay all applicable charges including Cross Subsidy Surcharge, Additional Surcharge and Cost of Grid Integration, if any, along with interest @ 18% per annum for the said year, in case the firm is not found to be a captive user.

Annexure- A

APPLICATION FORMAT FOR GRANT OF CONNECTIVITY

1.	Name of the applicant	
2.(A)	Address of Correspondence	
2.(B)	Address where the power is proposed to be utilized	
3.	Contact Address	
3.1	Main Contact Person I Name II Designation III Phone No. IV Mobile No. V Fax VI E-mail	
3.2	Alternate Contact Person I Name II Designation III Phone No. IV Mobile No. V Fax VI E-mail	
4	Details of Power transfer requirement I Quantum of power to be transmitted (MW) II Peak to be transferred III Average load to be transferred IV Name of the injecting Utility a) Points of injection of Power b) Voltage level of the LV/HV/EHV Substation (Nearest EHV Sub 66/132/220 kV Substation)	
	Name of Concerned ALDC	
5	Name of drawee utility	
a)	Points of drawl of Power	

b)	Voltage level of the LV/HV/EHV substation (Nearest feeding EHV substations and ownership of LV/HV/EHV Substation)	
c)	Name(s) of concerned ALDC	
vi)	Electrical connectivity diagram of the substation where the power is to be injected or drawn if it is not a HVPN Substation	
5	Expected date of commencement of construction activity in case of generating plant	
6	In case connectivity is for availing open access then duration of availing Long Term Open Access	
7	In case CPP Account No. consumer	
8	<p>In case of Generation Station or captive generating plant</p> <p>I. Name of the Promoter</p> <p>II. Generation Capacity</p> <p>III. Location of the Generation plant</p> <p>IV. No. of units & Capacity of each unit</p> <p>V. Type of Fuel</p> <p>VI. Base load station or peaking load station</p> <p>VII. If peaking load then what is the estimated hours of running</p> <p>VIII. If it is hydro plant then whether it is – run of the/reservoir/multi purpose/pump storage</p> <p>IX. MU generation in an year in case of hydro plant</p> <p>X. Specify the step up generation voltage 220 kV or any other voltage</p> <p>XI. Whether it is identified project of CEA</p> <p>XII. Is it a captive power plant yes/no. If yes, details of utilization</p>	

	XIII. Status of project. Existing (Extension of existing project/new project) XIV. Unit wise capacity and commissioning schedule a. Unit-I b. Unit-II c. Unit-III d. Unit-IV XV. Name of the beneficiaries and their allocation of power	
9	In case power is to be wheeled for own use documentary evidence for the same to be enclosed.	
10	Status of various clearances for the generation project i) Land acquisition ii) Fuel agreement iii) Environment and forest clearances iv) TEC clearances, wherever required v) Power purchase agreement with beneficiaries	
11	Name of trader, if any	
12	Details of Bank draft/RTGS/NEFT enclosed	

It is hereby certified that the applicant unequivocally confirms to be terms of conditions and healthfully understood the guidelines /procedure issued by HVPNL.

Authorized Signatory of Consumer/Person/Generating Station/CGP

Name:

Designation:

Seal:

Place:

Date:

Annexure-B

On Non Judicial Stamp Paper of Rs.10

AFFIDAVIT IN SUPPORT OF APPLICATION FOR CONNECTIVITY

I.....(Name).....S/o Shri(Father's name) working as
(designation) in (Name of the Applicant
organization/entity).....,having its registered office at (Address of
the Applicant organization/entity)....., do solemnly affirm and say as
follows:

1. I am the(designation)..... of(Name of the Applicant
organization/entity)....., the representative in the above matter and am
duly authorized by the Board Resolution dated of the above referred
Company attached herewith to file the present application and to make this
affidavit.

2. I submit that M/s..... (Name of the Applicant organization/entity).....
is an incorporated entity registered under the Companies
Act/.....Under the Articles of Association of the Company and
in accordance with the provisions of Electricity Act, 2003/ Applicable
Regulation(s) of HERC and Procedures notified thereunder, the Applicant
can file the enclosed application.

3. I submit that all the details given in the enclosed Application for Grant of
Connectivity are true and correct and nothing material has been concealed
thereof.

4. I also submit that the documents enclosed are original or true copies of
their respective originals.

Name of the Authorised

Signatory: Signature:

Company Stamp(mandatory):

(To be duly attested by Notary)

Annexure-C

Intimation for Grant of Connectivity

- 1 Intimation No. :**
Date:
- 2 Ref. Application No. :**
Date:
- 3 Name of the Applicant:**
- 4 Address for Correspondence:**
- 5 Nature of the Applicant:**
Generator (other than captive)
Captive Generator
Bulk Consumer
Full Open Access Consumer
- 6 Details for Connectivity:**
 - 6a Capacity (MW) for which connectivity is granted:
 - 6b Substation at which Connectivity is granted:
 - 6c Date from which connectivity is granted:
 - 6d Transmission System Required for Connectivity:
 - i) ----- Transmission line
 - ii) ----- kV bay
- 7 Location of the Generating Station/Bulk Consumer/Full Open Access Consumer**
Nearest Village/Town
District
State
Latitude
Longitude
- 8 Terms & conditions:**

Date

Signature

Designation

Annexure-D

Application for Stage-I Connectivity for Generating Project/Captive Generating Plant based on renewable energy sources (except projects having PPA with HPPC)

1 Name of the Applicant:

2 Address for Correspondence:

3 Contact Details:

Name of Primary Contact Person:

Designation:

Phone No. (Landline):

Phone No. (Mobile):

E-Mail:

Name of Alternate Contact Person:

Designation:

Phone No. (Landline):

Phone No. (Mobile):

E-Mail:

4 Nature of the Applicant:

Generator

Captive Generating Plant

5 Details for Connectivity:

5a Capacity (MW) for which connectivity is required:

5b Date from which connectivity is required:

6 Location of the Generation Project/Park:

Nearest Village / Town:

District:

State:

Latitude:

Longitude:

7 Planned Capacity of the Generation Project:

8 Expected timeline of completion of Generation Project:

9 Details of the Generation Project:

Name(s) of the Generation Project/Captive Generating Plant:

Energy Source: Wind / Solar / Wind-Solar:

Step-up/Connection Voltage:

10 Details of nearest 400/220/132/66/33 kV sub-stations, in case information is available

Voltage levels available:

Owner:

Distance (Km) :

11 Details of Application Fee RTGS/NEFT/e-transaction

Amount in Rs.

RTGS/NEFT/e-Transaction No.:

Date: Bank Name:

Branch Name:

12 Details of Documents Enclosed with the Application

(i) Notarised affidavit as per **Annexure-B**

(ii) Copy of Authorisation by the New & Renewable Energy Department & HAREDA, Panchkula as Solar Power Project/Park Developer or Wind Power Park Developer, if any

iii) Copy of certificate issued by respective DISCOMs ascertaining the status of Power Plant either captive or otherwise.

(iv) Copy of Board Resolution authorising a person for filing of application, where applicant is a company

(v) Site (s) identification

I confirm that I am well aware of the HERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

Name of the Authorised Signatory:

Submission Time:

Signature:

Company Stamp (mandatory):

Annexure-E

Intimation for Grant of Stage – I Connectivity for Generating Project/Captive Generating Plant

- 1 Intimation No. :**
Date :
- 2 Ref. Application No. :**
Date :
- 3 Name of the Applicant :**
- 4 Address for Correspondence :**
- 5 Nature of the Applicant :**
Generator/captive generating plant
Developer
- 6 Details for Connectivity :**
 - 6a Capacity(MW) for which connectivity is granted :
 - 6b Point at which Stage – I Connectivity is granted :
 - 6c Transmission System Required for Connectivity:
- 7 Location of generating plant**
- 8 Terms & conditions**

Date:

Signature:

Designation

Annexure-F

Application for Stage-II Connectivity for Generating Project/Captive Generating Plant

1 Name of the Applicant :

2 Intimation No. of Grant of Stage-I Connectivity, if granted :

3 Address for Correspondence :

4 Contact Details

Name of Primary Contact Person :

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

E-Mail :

Name of Alternate Contact Person:

Designation :

Phone No. (Landline) :

Phone No. (Mobile) :

E-Mail :

5 Nature of the Applicant :

Generator/captive generating plant

Developer

6 Criterion for applying Stage-II Connectivity:

a. Completion of formalities as specified in the Procedure/stage-I connectivity:

b. Finalization of Consumers for Open Access:

7 Date from which Stage-II Connectivity is required:

8. Location of the Generating Projects/Park

Nearest Village / Town:

District:

State:

Latitude:

Longitude:

9 Planned Capacity of the Generating Project/Park:

10 Expected timeline of completion of Generating Project/Park (Stage Wise):

11 Details of the Generating Project/Park:

Location:

Name(s) of the Project/Park:

Energy Source: Wind / Solar / Wind-Solar:

Step-up Voltage at generator Pooling Station:

12 Details of Application Fee RTGS/NEFT/e-transaction:

Amount (in Rs.):

RTGS/NEFT/e-Transaction No.

Date:

Bank Name:

Branch Name:

13 Details of Documents Enclosed with the Application

(i) Notarised Affidavit as per Annexure-B

(ii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company

(iii) Site(s) Identification

(iv) Documentary evidence of eligibility for applying for Stage-II Connectivity

a. Self – certification of completion of works as specified in the Procedure giving the requisite details of the completed Generator Pooling Station, its coordinates including installed transformation capacity.

b. Copy of PPA with buyer. In case PPA is with trader, it must be supported with back to back Power Supply Agreement between trader and buyer.

I confirm that I am well aware of the HERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

Name of the Authorised Signatory:

Submission Time:

Signature:

Company Stamp (mandatory):

Annexure-G

Intimation for Grant of Stage –II Connectivity of for Generating Project/Captive Generating Plant

1 Intimation No. :

Date:

2 Ref. Application No. :

Date:

3 Name of the Applicant:

4 Address for Correspondence:

5 Location of the Generating Station

Nearest Village / Town :

District :

State :

Latitude :

Longitude :

6 Nature of the Applicant:

Generator :

Developer :

7 Details for Stage-II Connectivity granted

7a Capacity (MW) for which connectivity is granted:

7b Nigam/DISCOMs substation and bay at which Connectivity is granted:

7c Date from which connectivity is granted:

Date:

Signature:

Designation:

1. Note:-Applicant given intimation for Connectivity to the grid shall have to furnish additional details to HVPNL/DISCOMs for signing of “Connection Agreement” as per requirement from time to time. The Applicants are advised to furnish such details as early as possible.

2. The applicant shall have to sign “Connection Agreement” with STU/DISCOMs prior to the physical inter-connection as per format given at

Annexure- H

Connection Agreement

Haryana Vidyut Prasaran Nigam Limited, a company incorporated under the Companies Act. 1956, having its registered office at Shakti Bhawan, Sector 6, Panchkula, Haryana 134109 (hereinafter called the “HVPNL”) which expression shall unless repugnant to the context or meaning thereof deemed to include its successors, administrator or permitted assigns through its Chief Engineer / SO & Commercial, Shakti Bhavan, HVPNL, Sector 6, Panchkula -134109.

AND

M/s _____ (herein after called “Applicant”) incorporated under the Companies Act. 1956, having its registered office at _____ for its _____

MW Solar Power Plant at
_____ (herein

after called “Project”) which expression shall unless repugnant to the context or meaning thereof deemed to include its successors, administrator or permitted assigns through its Deputy General Manager, Commercial;

AND

Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL) a company incorporated under the Companies Act. 1956, having its office at Vidyut Sadan, Plot No.: C16, Sector-6, Panchkula, Haryana, (hereinafter referred as “UHBVNL” which expression shall unless repugnant to the context or meaning thereof deemed to include its successors, administrator or permitted assigns) and for the purposes of this Long Term Open Access Agreement the UHBVNL shall act through its

AND

Dakshin Haryana Bijli Vitran Nigam (DHBVNL) a company incorporated under the Companies Act. 1956, having its office at Vidyut Sadan,

Vidyut Nagar, Hisar, Haryana (hereinafter referred as “DHBVNL” which expression shall unless repugnant to the context or meaning thereof deemed to include its successors, administrator or permitted assigns) and for the purposes of this Long Term Open Access Agreement the DHBVNL shall act through its

WHEREAS:

- (A) The applicant applied to HVPNL vide letter dated _____ for providing connectivity for evacuation of Power to be injected by the Applicant from their project and use of the Transmission/Distribution System of HVPNL/DISCOMs to transmit/wheel electricity from the project as per HERC (Terms and conditions for grant of connectivity and Open Access for intra-State transmission and distribution system) Regulations, 2012 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 as amended from time to time.

Detail of which is as under:

a	Quantum of Power to be transmitted	
b	Point of injection of Power	
c	Point of drawl of Power	

- (B) The **HVPNL & DISCOMs** have consented to the connection of the project through **(Voltage Level)** kV independent connectivity at **(Name of Sub-station)** for injection of Power.
- (C) That the Parties here to enter into this Connection Agreement to settle its terms & conditions. Estimated cost for works to be carried out by HVPNL/DISCOMs related to the interconnection shall be borne by applicant, in accordance with the Connection Agreement.

1.2 General Condition for Connectivity

The Parties agree to the following General Conditions:

- (a) The parties shall be responsible for planning, design, construction, and safe & reliable operation of its own equipments in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulation, 2007, Central Electricity Authority (Technical standard for construction of electrical plants and electric lines) Regulation 2010, Central Electricity Authority (Grid Standards) Regulation 2010, Indian

Electricity Grid Code (IEGC), Haryana Grid Code, CEA (Measures relating to Safety & Electrical Supply) Regulation 2010 and other statutory provisions as amended from time to time.

- (b) Parties shall abide by HERC (Terms and conditions for grant of connectivity and Open Access for intra-State transmission and distribution system) Regulations, 2012 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 as amended from time to time.
- (c) The category/mode of the project either Captive or Third Party sale shall be ascertained by respective DISCOMs from time to time as per instant Act/Rules/Regulations.

1.3 The following document shall be formed as part & parcel of this agreement:-

- (a) Application dated _____
- (b) Letter dated _____ of UHBVN/DHBVN, if connectivity at 11 or 33 kV level
- (c) Letter dated _____ for grant of connectivity/stage-I connectivity with applicable terms & conditions
- (d) Letter dated _____ regarding submission of document for grant of stage-II connectivity
- (e) Letter dated _____ for grant of stage-II connectivity with applicable terms & conditions

1.4 Availability of Statutory/Regulatory Approval: propose

Notwithstanding anything in this Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval for carrying out the works requiring connection to the Transmission/Distribution system. Accordingly the provisions of the Agreement dealing with the carrying out of the works (Unless otherwise agreed mutually) in all respects would be conditional on and subject to the HVPNL & DISCOMs (i.e. UHBVN or DHBVN) satisfaction that the necessary approvals/clearances are available with the applicant.

2 Agreement to pay charges and costs

2.1 Agreement to pay monthly Transmission Charges/ Wheeling charges:

The applicant shall pay the monthly transmission and wheeling charges including SLDC charges, income tax or other taxes i.e. GST etc. for use of intra-state Transmission/Distribution System, as and when Long Term Open Access is availed by the Applicant, in accordance with the relevant Regulations of HERC in this regard. The levy of Electricity Duty & other taxes, if any, shall be as per prevailing Regulations.

The distribution losses of DISCOMs and transmission losses of STU/HVPN shall be applicable to the applicant as per Regulations/orders/guidelines of HERC, HVPN & DISCOMs.

2.2 Agreement to pay Additional costs:

The applicant shall pay the cost towards modification/alterations of existing infrastructure to be carried out by HVPNL and DISCOMs for facilitating the connectivity.

2.3 Agreement to pay for damages:

Applicant shall keep the HVPNL & DISCOMs harmless and shall indemnify for damages/loss/costs, if any, caused to HVPNL & DISCOMs during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay charges for construction of Bays:

Connection charges: The applicant shall pay “connection charges” to the STU/HVPN & DISCOMs as provided in HERC (Terms and condition for grant of connectivity and open access for intra-state transmission and distribution system) Regulation 2012 as amended from time to time. Connection charges shall be applicable as per HERC Multi Year tariff (MYT) Regulations & HERC Open Access Regulations, 2012 as amended from time to time.

The dedicated line along with all associated bay works for injection of Power will be constructed by applicant at their own cost. The other expenditure involved in giving connectivity and Open Access shall also be borne by the applicant.

2.5 Agreement to pay Operation & Maintenance charges:

The applicant shall pay Operation & Maintenance charges to the HVPNL/DISCOM for the bay equipment of the applicant being operated & maintained by the HVPNL/DISCOMs in their substation. These O&M charges will be charged from time to time as per Memorandum of Understanding (MoU) to be established as per prevailing instructions/guidelines of CERC/HERC/Nigam & DISCOMs.

2.6 Transmission/Wheeling Charges: The transmission and wheeling charges payable to the transmission licensee and distribution licensee respectively shall be as per Multi Year Tariff Regulation, HERC (Terms and conditions for grant of connectivity and Open Access for intra-State transmission and distribution system) Regulations, 2012 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 as amended from time to time.

2.7 The applicant shall not be entitled for any claim on account of loss of generation in case of any break down/force majeure. Further, the

instruction of SLDC shall be binding on applicant to back down generation on consideration of grid security and stability without any claim to the HVPNL/SLDC/DISCOMs. The applicant shall use inverters of such setting which shall be capable of supplying dynamically varying reactive power support to maintain the voltage profile at the point of interconnection for secured operation of grid.

- 2.8** The applicant shall ensure the completion of Solar Power Project for grant of Long Term Open Access and signing of Long Term Open Access Agreement within time period as mentioned in table below:

Sr. No.	Construction of evacuation system Voltage wise	Time period (in months)
1.	11 kV	9
2.	33 kV	9
3.	66 kV	12
4.	132 kV	12
5.	220 kV	15

The above time period as mentioned in the table shall be calculated after 30 (Thirty) days of issue of letter for grant of final connectivity to applicant.

3 Conditions Precedent to the implementation of the Commissioning instruction:

The applicant shall have to get appropriate “Commissioning Instruction” prior to charging of the equipment to the grid. The charging instruction shall be issued only when the HVPNL/DISCOM is satisfied (by acting reasonably) that:

- the connection works have been completed;
- the applicant has complied with its all obligations as set out in letter of connectivity/Stage-I connectivity/Stage-II connectivity letter dated _____;
- the applicant has demonstrated the voice & date Communication facilities to SLDC;
- the applicant has obtained necessary approvals like PTCC, Haryana Govt. Electrical Inspectorate/CEA etc., as applicable, from competent authority;
- the applicant has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulation, 2007;

4 Metering

The applicant shall provide the metering equipment as per HVPNL technical specification and maintain the Metering equipment in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006 as amended from time to time, Indian Electricity Grid Code and Haryana Grid Code with latest amendment, at their own cost.

5 Site Access

Being restricted area, the HVPNL/DISCOM may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant in its premises to carry out preliminary site investigation works, connection works, modification works and inspection etc., based on a prior written request by the applicant. All such actions are to be carried out under the strict supervision of authorized representative of HVPNL/DISCOM to ensure the safety and security of HVPNL/DISCOMs installations and safety of the representatives of applicant.

Similarly, the applicant may also allow on prior permission, site access to the HVPNL/DISCOM employees and/or agents and/or invitees to carry out preliminary site investigation works, inspection etc. at the connection site of the applicant provided that a written request has been made in this regard.

6 Conditions of Access

Site access for the HVPNL/DISCOMs/Applicant shall include the right to bring such vehicles, plant, machinery and construction materials as may be necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the HVPNL/DISCOMs/Applicant and its duly authorized employees and agents in view of safety and security requirements of personnel and equipment. All such access shall be exercisable without any charge.

7 Transfer Assignment and Pledge

The applicant shall not transfer, assign or pledge its rights and obligation under this connection agreement to any other person.

8 Notice

All correspondence/notice required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.

Authorized signatory on behalf of HVPNL: Chief Engineer/SO & Commercial,
HVPNL, Shakti Bhawan,
Panchkula.

Authorized signatory on behalf of Applicant:

Authorized signatory on behalf of UHBVN/DHBVN _____

9 Settlement of Dispute and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of Coordination Committee of HVPNL/DISCOM within a period of 30 days from the date of receipt of application from the concerned party. Any party not satisfied by the decision of Coordination Committee may approach HERC.

10 Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the HVPNL/DISCOMs or the applicant, as the case may be which is unavoidable notwithstanding the reasonable care of the Parties affected, and shall include, without limitation the following:

- a) war, hostilities or warlike operation whether a state of war be declared or not, invasion, act of foreign enemy and civil war
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot civil commotion and terrorist acts
- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure facto authority or rules or any other act or failure to act of any local state or national government authority
- d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall

notify the other in writing of the occurrence of such event and the circumstances thereof within fifteen (15) days of the occurrence of such event.

The Party who has given such notice shall be excused from the performance of its obligation under the contract for the period during which Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof.

11 Confidentiality

The parties shall keep in confidential any information obtained under this Connection Agreement and shall not divulge the same to any third party without the prior written consent of the other party unless such information is

- (a) In the public domain,
- (b) Already in the possession of the receiving party,
- (c) Required by the Govt. Ministries/Agencies/Court of competent jurisdiction. The information exchanged herein between the parties shall be used only for the purpose of and in accordance with, this Agreement and for the purpose stated herein. The clause shall remain in force even after termination of Connection Agreement.

12 Governing law and jurisdiction:

This agreement shall be governed by and construed in accordance with Laws of India. A law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

13 Amendment to the agreement:

This agreement can be amended with mutual consent of all the parties in writing.

IN WITNESS WHEREOF THE HVPNL/DISCOMs and the applicant has caused this agreement to be executed by its duly authorized representative on date above first herein written.

**For and on behalf of applicant
of HVPNL**

Signature

For and on behalf

Signature

Name
Designation

Name
Designation

Witness:

Witness:

1.

1.

2.

2.

For and on behalf of HVPNL

Signature
Name
Designation

Witness:

1.

2.



**Procedure for Intra-State Medium Term Open
Access and Long-Term Open Access**

**PROCEDURES / GUIDELINES FOR MEDIUM TERM OPEN ACCESS
AND LONG TERM ACCESS**

Definitions. –In this procedure, unless the context otherwise requires-

- (1) “Act” means the Electricity Act, 2003 as amended from time to time;
- (2) “applicant” means any licensee or consumer or a person engaged in generation of power or a person other than consumer who has made an application as per these regulations to the nodal agency seeking connectivity or open access as the case may be;
- (3) “CERC” means the Central Electricity Regulatory Commission;
- (4) “Commission” means the Haryana Electricity Regulatory Commission (HERC);
- (5) “connection agreement” means an agreement between State Transmission Utility (STU), intra-State transmission licensee other than STU, if any and or distribution licensee and an applicant, setting out the terms relating to connectivity to the intra-state transmission system and or distribution system;
- (6) “connectivity” means the state of getting connected to the Intra-State transmission and or Distribution system;
- (7) “consumer” shall carry the same meaning as in the Act, but shall be restricted to such consumers within the State of Haryana to whom these procedure shall apply;
- (8) “contract demand” means demand in kilovolt ampere (KVA) or megavolt ampere (MVA) mutually agreed between the distribution licensee and the consumer as entered into the agreement for supply of electricity;
- (9) “day” means a day starting at 00.00 hours and ending at 24.00 hours;
- (10) “embedded open access consumer” means a consumer who has a supply agreement with the distribution licensee in whose area of supply the consumer is located and avails the option of drawing power from any other person under open access, during a day or more in any month or more than one month during the 2 year, without ceasing to be a consumer of the said distribution licensee and continues to pay various charges as per tariff schedule applicable to relevant consumer category.
- (11) ‘Full Open Access Consumer’ shall mean Open Access Consumer connected to transmission system or distribution system but not

having any contract demand with the distribution licensee within the state

- (12) “imbalance” in a time block for a generating station means its total actual generation minus its total scheduled generation and for a open access consumer means its total actual drawl minus total scheduled drawl.
- (13) “Installed capacity” or ‘IC’ means the summation of the name plate capacities of all the units of the generating plant or the capacity of the generating plant (reckoned at the generator terminals) approved by the Commission from time to time;
- (14) “interconnection facilities” means interconnection facilities at interconnection point in respect of generating station or consumer / licensee or applicant, without limitation, inclusive of all facilities such as switching equipment, control, protection and metering devices etc. for the dedicated feeder bay, owned by the applicant or by an intra-state transmission licensee or distribution licensee, as the case may be, and located in the premises / switchyard of the STU or transmission licensee or distribution licensee or generating station or consumer or applicant to enable power interchange through the intra-state transmission and or distribution system;
- (15) “interconnection point” means the interface point(s) at which the generating plant / electrical plant and or electric line, including inter-connection facilities, of the applicant or open access consumer or the intra-state transmission licensee, other than the STU, is connected to the intra-state transmission system and or distribution system;

Provided that in case of solar photovoltaic and wind energy generating station the point of connectivity shall be line isolator on outgoing feeder on HV side of the pooling station, and for solar thermal generating station, the point of connectivity shall be line isolator on outgoing feeder on HV side of generator transformer.
- (16) “interface meters” means interface meters installed in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time;
- (17) “long-term open access” means the right to use the intra-State transmission and or distribution system for a period exceeding 12 years but not exceeding 25 years;
- (18) “medium-term open access” means the right to use the intra - State transmission and or distribution system for a period exceeding 3 months but not exceeding 3 years;
- (19) “month” means a calendar month as per the Gregorian calendar;
- (20) “nodal agency” means the nodal agency referred to in this procedure;

- (21) “open access” means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with this procedure;
- (22) “open access consumer” means any licensee or consumer or buyer or a person engaged in generation who has been granted open access in accordance with these regulations;
- (23) “SLDC” means State Load Despatch Centre established under section 31 of the Act.
- (24) “stranded distribution capacity” means the distribution capacity which is likely to remain unutilized due to relinquishment of access rights by a long-term open access consumer in accordance with this procedure;
- (25) “stranded transmission capacity” means the transmission capacity in the intra-State transmission system which is likely to remain unutilized due to relinquishment of access rights by a long-term open access consumer in accordance with this procedure;
- (26) “State” means the State of Haryana;
- (27) “Haryana Grid Code” means the Haryana Grid Code specified by the Commission under Clause (h) of sub-section (1) of section 86 of the Act;
- (28) “unscheduled interchange” means the unscheduled interchange of energy as mentioned in the Indian Electricity Grid Code / CERC regulations or as defined in the Intra-State ABT regulation to be notified by the Commission;
- (29) “Year” means the Calendar Year beginning 1st January and ending on 31st December

Words or expressions used in this procedure and not defined herein but defined in the Act or Haryana Electricity Reforms Act, 1997 or the State Grid Code or HERC Open Access Regulations, 2012 with its amendment issued from time to time or any other regulations specified by the Commission shall, unless the context otherwise requires, have the same meaning as assigned to them under the Act or the State Grid Code or other regulations specified by the Commission, as the case may be.

1. Preface:

1.1 This procedure for Intra-State Medium Term Open Access (MTOA) and Long Term Open Access (LTOA) is being issued in compliance to the “Haryana State Electricity Regulatory Commission (HERC) (Terms and Conditions for Intra-state Open Access) Regulations, 2012 (HERC

25/2012 dated 11.01.2012)", and subsequent 1st amendment dated 03.12.2013 thereof hereinafter referred to as "Open Access Regulations". The period/ validity of MTOA/LTOA shall be in accordance with HERC/ CERC Regulations, as applicable, for Intra-State/ Inter-State Open Access transactions. In case of any contradiction of this procedure with provisions of the Regulations, provisions of the HERC Regulations shall prevail.

1.2 This procedure covers guidelines, terms and conditions and application formats for availing Medium Term Open Access and/or Long Term Open Access on Transmission and/or Distribution system of the licensee(s) (i.e. Haryana Vidyut Prasaran Nigam Limited (HVPNL) and/or Uttar Haryana Bijli Vitaran Nigam (UHBVN) and Dakshin Haryana Bijli Vitaran Nigam (DHBVN) read along with Regulation 13 and Regulation 14 of HERC Open Access Regulations governing LTOA and MTOA respectively.

1.3 This procedure, terms and conditions and charges will also be applicable to Open Access customers who use transmission and/or Distribution system of STU/DISCOMs in conjunction with the Central Transmission System, in line with the HERC and/or CERC Regulations for Medium Term Open Access and/or Long Term Access, as amended from time to time. Procedures /guidelines for inter-state MTOA/ LTOA transactions not covered herein shall be applicable in line with the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, or its statutory re-enactments, as amended from time to time. For such transactions, the Detailed Procedure of CTU /Power Grid Corporation of India Ltd. (PGCIL), as available on NLDC/POSOCO/PGCIL web site, shall be applicable.

1.4 This procedure shall be applicable for reservation of Transmission and Distribution capacity for Medium Term and/ or Long Term sale or purchase of power by a consumer as well as bulk consumers or a person or a generating station or a captive generating plant or an intrastate entity as a buyer or seller as entitled to avail Medium Term Open Access or Long Term Open Access under Open Access Regulations, referred to as 'Open Access Customer' or 'Customer' or 'Applicant' herein after.

1.5 Before granting long-term/medium term open access, the nodal agency shall give due consideration to the planning / augmentation required for the intra-State transmission system or distribution system.

1.6 Long Term/Medium-term open access shall be granted if the resultant increase in power flow can be accommodated in the existing transmission system or distribution system and or the transmission system or distribution system under execution. No augmentation shall be carried out to the transmission or distribution system for the sole purpose of granting medium-term open access.

Provided that if for grant of LTOA/MTOA augmentation is required and if the applicant is willing to bear the cost of such system augmentation then the applicant may be considered for grant of Long/Medium Term Open Access.

1.7 The construction of a dedicated transmission line shall not be construed as augmentation of transmission system for the purpose of this regulation.

1.8 If for grant of medium-term, augmentation is required and if the applicant is ready to bear the cost of such system augmentation then the applicant may be granted medium-term, as the case may be.

1.9 The nodal agency for grant of Intra-State MTOA and LTOA shall be the STU i.e. Haryana Vidyut Prasaran Nigam Limited (HVPNL) having its registered office at Shakti Bhawan, Sector-6, Panchkula, Haryana.

1.10 The procedures along with requisite formats as described herein, shall be available on HVPNL, UHBVN and DHBVN web site.

2. Mandatory Requirements:

The following requirements /pre-conditions are required to be fulfilled by the Open Access customer before applying/availing the Medium Term Open Access (MTOA)/ Long Term Open Access (LTOA):

2.1 Eligibility Requirements:

MTOA/ LTOA shall be provided on the basis of availability of transmission/distribution capacity in the existing transmission/distribution system (subject to augmentation of existing Transmission System, wherever required as in case of LTOA). The eligibility requirements/conditions for grant of MTOA/ LTOA shall be as laid down in the Regulation 5 to 14 (Chapter- IV & V) of HERC Open Access Regulations, 2012, as amended from time to time, read with the following:-

(1) Any licensee, generating company, captive generating plant or a person other than consumer of the distribution licensee, connected at 11 KV or above and who has a capacity/maximum demand of 1 MW and above, shall be entitled for availing open access to the intra-State transmission system of STU and/or of any transmission licensee other than STU and/or distribution system of the distribution licensee on payment of various charges as per chapter VI of Open Access Regulations. For generating plants based on non-conventional / renewable energy sources there will be no capacity restriction for availing open access for wheeling of power.

(2) Any consumer of a distribution licensee having a contract demand of 0.5 MVA or above and connected to the distribution system of the licensee or to the transmission system of STU or of a transmission licensee other than STU at 11 kV or above, shall be entitled for seeking open access

provided he is connected through an independent feeder emanating from a grid sub-station. In case of more than one consumer on such independent feeder, the conditions as in (3) below shall apply.

(3) A group of two or more consumers of a distribution licensee having a combined contract demand of 0.5 MVA or above and connected to the distribution system of licensee at 11 kV or above through an independent feeder emanating from a grid sub-station, shall also be entitled for seeking open access if all such consumers collectively apply for open access through a group representative to be nominated by all such consumers on that feeder provided that all such consumers shall have necessary infrastructure for time-block wise energy metering and accounting installed at their premises and provided further that schedule of power through open access of individual consumers shall also be supplied by the group representative. However, all the individual consumers of the group shall have to separately pay the prescribed application fee and SLDC charges. Alternately if such a group of consumers agree for a single point connection, the group as a whole shall be treated as a single HT industrial consumer for all practical purposes including scheduling, metering and billing and in that case individual ABT metering equipment will not be required. The application fee and SLDC charges shall also be charged for a single application. The billing shall be done based on ABT meter installed on the independent feeder at the sub-station and the contract demand of the group shall be taken as the sum of the contract demands of the individual consumers. Other terms and conditions applicable under this alternative shall be as may be prescribed by the Commission in the HERC Regulations for single point supply to industries as and when the same are notified.

(4) If a group of industrial consumers of a distribution licensee who may or may not be connected on 11 KV but are all fed from the same 11 KV feeder with no other consumer connected to that feeder, get together to avail open access, the same shall be admissible provided such consumers agree for supply at a single point under HT industrial category with single point energy meter / ABT meter provided at the substation for billing purposes. In that case all the conditions including levy of peak load exemption charges and levy of penalty for exceeding contract demand as given in 'Open Access Regulations' shall apply in the same manner as to a single HT open access consumer. The contract demand of the single point connection of the group shall be equal to sum of the connected loads of LT consumers (80% to be counted) plus contract demands of HT consumers (converted to kW at 0.9 power factor). The division of bill amount among the members of the group and payment of bill amount against single point supply shall be the responsibility of the group and shall be subject to same terms and conditions and consequences for nonpayment as applicable to

HT consumers. Other terms and conditions applicable shall be as may be prescribed by the Commission in the HERC Open Access Regulations for single point supply to industries.

(5) The consumers of a distribution licensee with contract demand of 0.5 MVA or above who are not on independent feeders may be allowed open access subject to the condition that they agree to the system constraints as well as the power cut restrictions imposed by the distribution licensee serving them. In such cases, under drawl, if any, on account of power cut restrictions shall not be compensated.

(6) The grant of open access to any licensee, generating company, captive generating plant or a person other than consumer of the distribution licensee covered under sr. no. 1 above shall be subject to the condition that if power is scheduled to be sold/procured through open access in any time slot of the day, it shall not be less than 250 kW in case of capacity / maximum demand upto 1.5 MW, shall not be less than 500 kW in case of capacity / maximum demand above 1.5 MW but upto 5 MW and shall not be less than 1 MW in case of capacity/maximum demand of 5 MW and above.

The scheduling of generators based on solar and wind sources shall be governed as per HERC (forecasting, scheduling and deviation settlement and related matters for solar and wind generation) Regulations, 2019 and its amendment issued from time to time.

(7) The grant of open access to the consumers of the distribution licensee covered under sr. no. (2), (3) and (4) above shall be subject to the condition that if power is scheduled to be procured through open access in any time slot of the day, it shall not be less than 250 kW for consumers with contract demand upto 1.5 MW, shall not be less than 500 kW for consumers with contract demand above 1.5 MW but up to 5 MW and shall not be less than 1 MW for consumers with contract demand above 5 MW. In case of a group as per regulation 8 (3) and 8 (4) above, these conditions shall apply to the group as a whole.

The scheduling of generators based on solar and wind sources shall be governed as per HERC (forecasting, scheduling and deviation settlement and related matters for solar and wind generation) Regulations, 2019 and its amendment issued from time to time.

(8) A person, having been declared insolvent or bankrupt or having outstanding dues against him for more than two months billing of the distribution / transmission licensee or having a case of unauthorized use of electricity/theft of electricity pending against him at the time of application, shall not be eligible for open access.”

2.2 Metering & Communication Requirements:

On meeting the mandatory eligibility requirements, the applicant shall be required to fulfill the following preconditions regarding metering and communication requirements:-

(A) Metering Requirements

- i. The Open Access Customer shall comply with the metering guidelines as per Regulation 27 of HERC Open Access Regulations, 2012, as amended from time to time, read along with the provisions stipulated in Chapter -6 (Metering & Protection Code) of Haryana Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- ii. All open access consumers and all generating stations irrespective of capacity shall be required to provide Special Energy Meters (SEM)/Interface Energy Meters (IEM) at their own cost at the interface point(s) of injection, if not already provided, and point(s) of drawl. The STU may empanel firms for providing SEMs/IEMs and in case an open access consumer intends to purchase his own meter then he shall have the option to purchase the same from the STU empanelled firms or from the firms from whom STU/DISCOMs are purchasing meters.
- iii. Special Energy Meters/Interface 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 the metering regulations of CEA and the provisions of Haryana Grid Code.
- iv. Special Energy Meters shall be open for inspection by any person authorized by the STU or the State Load Despatch Centre or distribution licensee as the case may be.
- v. The meters shall be duly tested from NABL approved testing lab and shall also be witnessed at site jointly by transmission licensee & distribution licensee (concerned Xen/M&P, HVPNL & DISCOM, after installation.
- vi. The ABT Meters shall be periodically tested and calibrated as per State Grid Code requirement/CEA Metering Regulation 2006 as amended from time to time. Readings of Main and Check Meters shall be taken periodically at appointed day and hour by the officer of distribution licensee/transmission licensee authorized in this regard as per procedure specified in State Grid Code and Meter data shall be immediately communicated by the distribution licensee/transmission licensee within 12 hours to State Load Despatch Centre, Energy Centre, HVPNL, Panchkula customer and generating company/ or the trading licensee, as the case may be. No element be put on Commercial Operation without confirmation of

- data compatibility and real time clock of meter.
- vii. The procedure for joint sealing, replacement of defective meter, billing in the event of meter (s) becoming defective shall be followed as laid down in this procedure/HERC Open Access Regulations, 2012 as amended from time to time and State Grid Code.
 - viii. The Metering guidelines to be followed by Open Access customer shall be as per **Annexure-A**.

(B) Communication Facility:

Main and Check Meters shall have facility of remote data acquisition to communicate their readings/data to the State Load Despatch Centre (SLDC) through two independent channels, which will be provided by open access customers at their cost.

To communicate with SLDC & any of such upcoming Distribution Control Centers (DCCs) of DISCOMs, an Open Access Customer shall also be required to provide a round the clock control room at its premises with following facilities:

- a) Telephone/Mobile with STD.
- b) Transmission and receipt of e-mail.

2.3 HVPNL /DISCOMs/ SLDC reserves the right to deny open access to customers or withdraw it any time in case of not fulfilling any of the eligibility conditions like change of feeder status, payment defaults, debarred for open access, due to unauthorized open access power transaction or otherwise due to any technical/operational constraints. Reasons for such denial/withdrawal shall be conveyed to the customer.

3 Submission of Application:

3.1 Application Format

The application for approval of MTOA/ LTOA shall be made in the prescribed appropriate format/form (**Annexure-B**) for applying Open Access which shall be submitted to the Nodal Agency in accordance with the HERC Open Access Regulations. The application for grant of long term/Medium Term open access shall contain details such as name of the entity or entities from whom power is proposed to be procured along with the quantum of power, point of injection into the grid and point of drawl from the grid.

In cases after submission of application where there is any material change in location of the applicant or change by more than 10 percent in the quantum of power to be interchanged using the intra-State transmission system or distribution system, a fresh application shall be made, which shall be considered in accordance with the provisions of this procedure. The already made application shall stand disposed of and its

application fees be forfeited. It shall not be applicable in case of capacity reduction on account of system constraints.

The applicant shall submit any other information sought by the nodal agency including the basis for assessment of power to be interchanged using the intra-State transmission system or distribution system and power to be transmitted to or from various entities or regions to enable the nodal agency to plan the intra-State transmission system and distribution system in a comprehensive manner.

3.2 Documents required:

The application shall accompany the following documents:

i) Application Fee:

The application shall be accompanied by application fee (non-refundable) as specified by the Commission in Regulation 11 of Open Access Regulations, 2012 as amended from time to time.

The application fee can be deposited through RTGS/ NEFT to the account of Sr. Accounts Officer/Tariff, HVPNL, Panchkula.

In case of deposit/ receipt of less amount than the prescribed fee, the application shall not be processed until full payment is received in the account. Bank Charges, if any, shall be borne by the Open Access Customer.

The present account details of Sr. Accounts Officer/ Tariff, HVPNL are ICICI Bank A/c No. 004305000066 (IFSC Code: ICIC0000043).

Any change in these account details or procedures will be conveyed to the Open Access Customers through uploading on HVPNL website.

ii) Self-attested documents:

1) For the consumers of distribution licensee:

- a) Copy of latest energy bill issued by distribution licensee, in case customer is a consumer of distribution licensee showing Account No, sanctioned Load and CD.
- b) Copy of stay granted by the competent authority, in case of disputes regarding outstanding dues pending with any Forum or Court.

2) For generators/ non-consumers of distribution licensee

- a) Feasibility clearance and connectivity details with transmission/ distribution licensee. The copy of letter issued by Nodal Agency for grant of connectivity shall be attached with the Open Access application.
- b) Copy of letter issued by Registrar of Companies (ROC) certifying name of the Open Access Customer, in case the applicant is not a consumer of distribution licensee.

- c) Copy of registration certificate issued by New & Renewable Energy Department, Haryana, in case of RE projects
- d) In case of Captive Power Plants (CPPs), documentary proof regarding captive status, in line with Electricity Act, 2003 & Electricity Rules, 2005 shall be ascertained/checked by respective DISCOMs. The certificate issued by distribution companies (UHBVN & DHBVN) in this regard shall be attached with the Open Access application.

iii) Beside above, following documents are required in all cases of consumer/ non- consumer/ generator:-

- a) Single Line Diagram of the electrical system showing details of metering equipment installed.
- b) Copy of Board Resolution/ Power of Attorney/ Authorization Letter of the applicant certifying Name & Signatures of the Authorized Signatory (preferably in the format attached at **Annexure-C**).
- c) Copy of PPA or Sale-purchase agreement of Power.
- d) In case the applicant (generator) has executed PPA for sale of power, clearance from concerned party (with whom it has executed PPA) for sale of power under open access.

iv) Undertakings by the applicant regarding

- a) Undertaking regarding having not been declared insolvent or bankrupt.
- b) Undertaking having no outstanding dues against the customer for more than two months billing of distribution/transmission licensee at the time of application (in case of consumers of distribution licensee).
- c) Undertaking to accept rostering restrictions imposed by the utility in case of applicants connected to transmission/ distribution system via. mixed industrial feeders.
- d) Undertaking for Payment Security: The applicant for MTOA/ LTOA will be required to give an undertaking to open an irrevocable, unconditional and revolving Letter of Credit in favour of the agency responsible for collection of Transmission, Wheeling, SLDC Operating Charges & Deviation/ Imbalance Charges in line with payment security mechanism as stipulated in regulation-33 of HERC Open Access Regulations, as amended from time to time.
- e) Undertaking/ Affidavit for Acceptance of Terms & Conditions:

An Open Access Customer shall also be required to submit a signed undertaking cum self-attested certificate on a legal paper (Non judicial stamp paper worth Rs 50/- duly attested by Notary Public) (2 copies in original) towards acceptance of the terms and conditions for Medium Term/ Long Term Power purchase/sale/ wheeling of Power through Open Access, as per **Annexure-D**.

- f) In case of wheeling of power from one unit to another unit of same

company under captive structure, undertaking having no financial transaction or internal sale/ purchase agreement involved in the wheeling of power duly checked by respective DISCOMs.

v) Bank Guarantee by the MTOA/LTOA applicant in line with regulation 13 (3), (4), (5) & (6) of HERC Open Access Regulations 2012 with amendment issued from time to time

- a) The application for MTOA/LTOA shall be accompanied by a bank guarantee of 2,00,000/- besides the specified application fee. The bank guarantee shall be in favour of the nodal agency on the format **(Annexure-E)**.
- b) The bank guarantee shall be kept valid and subsisting till start of medium-term/long-term open access, when augmentation of transmission system or distribution system is not required. The bank guarantee may be encashed by the nodal agency, if the application is withdrawn by the applicant or the medium-term/long-term open access rights are relinquished prior to the start of such rights when augmentation of transmission system or distribution system is not required.
- c) The bank guarantee shall be kept valid and subsisting till the execution of the medium-term/long-term open access agreement, when augmentation of transmission system or distribution system is required. The bank guarantee shall stand discharged with the submission of another bank guarantee required to be given by the applicant to the transmission/ distribution licensee during construction phase when augmentation of transmission system or distribution system is required.
- d) The bank guarantee shall initially be valid for one year and shall be revalidated, if required.
- e) The bank guarantee may be encashed by the nodal agency,
 - i. if the applicant withdraws its application or
 - ii. If the applicant fails to sign the Long Term Open Access Agreement with STU and fails to furnish appropriate BG during construction phase, within stipulated time as indicated in the intimation letter.
 - iii. The long-term/medium-term access rights are relinquished prior to the operationalization of such rights when augmentation of transmission system is not required
 - iv. If the applicant fails to revalidate the earlier furnished BG at least 30 days prior to its expiry.
- f) All costs/expenses/charges associated with the application, including bank guarantee etc. shall be borne by the applicant. The Bank Guarantee shall be issued by
 - i) A Public Sector Bank or

- 3.3** Scheduled Indian Bank as per 2nd Schedule of the RBI Act. All applications seeking approval of Medium Term Open Access/ Long Term Open Access complete in all respects, in duplicate, shall be submitted in the following office of STU (HVPNL): -

Chief Engineer/ SO & Commercial,
Shakti Bhawan, HVPNL, Panchkula, 134109.
(E-mail: cesocomml.@hvpn.org.in)

- 3.4** The application complete in all respect on receipt shall be duly acknowledged and shall be allotted application Sr. No. indicating date of receipt. Date of receipt of application complete in all respects in the office of CE/SO & Commercial, HVPNL, Panchkula shall be considered as the date of application.
- 3.5** An incomplete Application, and/or an Application not found to be in conformity with these Procedures and Regulations, shall be rejected. The reasons for rejection shall be communicated to the applicant.
- 3.6** In case, the application is received after 15:00 Hrs, the next/ subsequent working day shall be considered as the date of receipt of application, while calculating the time frame for processing of application.

4 PROCESSING/APPROVAL OF APPLICATION

4.1 Consent by Distribution Licensee:

On receipt of application, STU shall forward one set of application to the following office within seven working days from date of receipt of application, seeking consent from the nodal office of the Distribution Licensee:

- a)** Chief Engineer/SO, UHBVN & DHBVN, Panchkula or as authorized by UHBVN (for Cases of UHBVN)
- b)** Superintending Engineer/SO, DHBVN, Hisar or as authorized by DHBVN (for Cases of DHBVN)

The distribution licensee shall be responsible for verification of field data/information (in case of consumers of distribution licensee or non-consumers of distribution licensee who are connected to distribution network) and for grant of consent pertaining to use of standby/ startup power by the open access applicants as per provisions of Open Access Regulations.

- c)** The concerned SE/TS for feasibility regarding SEM's.

4.2 Time Frame:

- a)** The start date of the Long-term/medium-term open access shall not be earlier than 5 months and not later than 1 year from the last day of the month in which application has been made.
- b)** All applications for LTOA or MTOA shall be processed on first-come-first- served basis separately for each of the aforesaid type of access.

4.3 Application Processing Time for MTOA/LTOA:

Subject to receipt of consent from State DISCOMs/ Verification of field data, the timeframe for disposal of application by STU (HVPNL) from the date of receipt of application complete in all respect, shall be as under:

- i) 40 days if the open access is required within the system of same distribution licensee and no augmentation work of distribution system is involved.
- ii) In all other cases 120 days provided no augmentation work of distribution system or transmission system is involved and 180 days or actual number of days as may be required, whichever is earlier, in case augmentation work of transmission system or distribution system is involved

4.4 In case of incomplete or defective application, STU shall communicate the deficiency or defect to the applicant by e-mail, or any other usually recognized mode of communication, within the stipulated time-frame. In such cases, the date of receipt of application shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

4.5 On receipt of the application, the nodal agency shall, in consultation and through coordination with other agencies involved in intra-State transmission system or distribution system to be used, process the application and carry out the necessary system studies as expeditiously as possible.

4.6 Based on the system studies, the nodal agency shall specify the intra-State transmission system or distribution system that would be required to provide long-term/medium term open access. In case augmentation to the existing intra-State transmission system or distribution system is required, the same shall be intimated to the applicant.

4.7 While granting open access, the nodal agency shall communicate to the applicant, the date from which open access shall be granted and an estimate of the charges including additional charges, if any, for works pertaining to augmentation of transmission system or distribution system likely to be payable based on the prevailing costs, prices and methodology of sharing of charges specified by the Commission from time to time.

4.8 In case of refusal of concurrence or consent, as the case may be, on the specified grounds like non availability of spare transmission or distribution capacity or any operational constraints or non-submission of affidavit/ undertaking in accordance with relevant provisions, such refusal shall be conveyed to the applicant, by e-mail, or any other usually recognized mode of communication, within the stipulated time-frame.

4.9 In case the distribution licensee (UHBVN & DHBVN) has not

communicated any deficiency or defect in the application or refusal or consent within the time period specified for grant of consent, consent shall be deemed to have been granted.

Note: The Distribution Licensee (UHBVN & DHBVN) shall withdraw its consent given to STU in case of any violations in the mandatory/eligibility requirements of the OA customer, which shall be duly intimated to HVPNL by UHBVN & DHBVN.

5 Calculation of Capacity available for Open Access

STU shall compute capacity availability for open access for each transmission segment and for every sub-station. Distribution licensee shall determine the available capacity for allotment for the portion of the distribution system over which open access has been requested for. STU shall compute capacity availability as per following methodology:

- (a) Available open access capacity of a transmission system = $(DC - SD - AC) + NC$

Where:

DC = Designed capacity of the transmission segment in MW

SD = Sustained demand in MW (peak) recorded in the segment

AC = Already allotted capacity but not availed in MW

NC = New transmission capacity in MW expected to be added

- (b) Available open access capacity of a substation = $(TC - SP - AC) + NC$

Where

TC = Transformer capacity of the sub-station in MVA

SP = Sub-station peak in MVA

AC = Already allotted capacity in MVA but not availed

NC = New transformer capacity in MVA expected to be added.

- (c) The STU/SLDC shall update these values on monthly basis on the first calendar day of the month and post the updated open access capacity availability in the transmission and distribution system on its own website and e-mail the requisite data to other transmission licensees and the distribution licensees who shall ensure immediate posting of the same on their respective websites.

6 ISSUE OF APPROVAL/ CONSENT/ CONCURRENCE/ NOC

- 6.1** After receipt of consent from State DISCOMs and thereafter subsequent to the decision by the nodal agency (STU), the approval for grant of the Medium Term Open Access/ Long Term Open Access

shall be conveyed to the Applicant/ Customer as per **Annexure-F** with a copy to SLDC, the Nodal Office of distribution licensee(s) and concerned field office of distribution licensee/transmission licensee.

- 6.2** While issuing MTOA/LTOA permission, STU may grant or reject or reduce the time period or reduce the quantum of power applied for Open Access Application. In case of rejection or reduction of time period, STU shall inform the reasons for doing so, in writing to the Applicant, distribution licensee(s) and SLDC.
- 6.3** Immediately after grant of long-term open access, the nodal agency shall inform the State Load Despatch Centre so that the same is kept in view while considering requests for grant of short-term open access, received by SLDC under these regulations.
- 6.4** Thereafter, the applicant shall sign an agreement for medium-term/long-term open access with the concerned licensees within 90 days as per **Annexure-G** and copy of agreement shall be provided to SLDC and distribution licensee(s) in accordance with the provisions in this procedure as under:
- (a) with the STU in case long term open access is granted only on the transmission system of STU
 - (b) with the STU and all those licensees on whose transmission / distribution system long term open access has been granted. Such agreement may be among three or more parties.
- 6.5** The long-term/medium term open access agreement shall be on the agreement as per format above and shall contain quantum of Power the date of commencement of long-term/medium term open access, the point of injection of power into the grid and point of drawl from the grid, the LC required to be given by the applicant and the details of dedicated transmission line (s), if any. In case augmentation of transmission system or distribution system is required, the long-term open access agreement shall contain the time line for construction of the same and the bank guarantee required to be provided by the applicant and other details in accordance with Regulation-13 (6) of HERC Open Access Regulation.

The LTOA/MTOA agreement shall be signed subject to compliance of metering guidelines from the date mentioned in the agreement.

- 6.6** On the expiry of the period of long-term open access, the same may be extended by the nodal agency on receipt of a written request from such consumer.

However, such request is submitted at least six months prior to the date on which the long term open access allowed ends. The long term open access consumer shall clearly mention in the request the period for which extension is required. Provided that in case no written request is received from the open access consumer within the specified time, the said long-term open access shall stand terminated automatically at 24:00 hours on the date up to which it

was initially granted.

- 6.7** A long term open access consumer may relinquish the long term open access rights fully or partly before the expiry of the full term of the long term open access by making payment of compensation as provided in chapter – XII of HERC Open Access regulations.
- 6.8** A medium-term open access consumer may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency by making payment of compensation as provided in chapter – XII of HERC Open Access regulations.
- 6.9** In case of any operational constraints or congestion is anticipated in any of the transmission/distribution corridor, it shall also be immediately conveyed by HVPNL/UHBVN & DHBVN to the SLDC as well as Open Access Customer including the reduced transmission /distribution capacity which can be offered for Open access.
- 6.10** Before signing of MTOA/LTOA Agreement, the **applicant**/ customer (if not a consumer of distribution licensee) shall submit a Letter of Credit (LC) in favour of the agency responsible for collection of Transmission, Wheeling, Open Access Charges & SLDC Operating Charges in line with Sr. No. 33 of HERC Open Access Regulation.
- 6.11** In case the MTOA/LTOA Agreement has not been signed by applicant or requisite Letter of Credit has not been submitted by the applicant within the stipulated period, the grant of Open Access may be cancelled by the STU and the same shall be informed to Applicant, distribution licensee(s) and SLDC.
- 6.12** On the expiry of period of the open access, the open access customer shall not be entitled to any overriding preference for renewal of the term.
- 7** Allotment priority. – (1) A distribution licensee shall have the top priority in allotment of open access capacity irrespective of whether the open access request is for long term, medium term or short term.
- (2) Applicant for long-term open access other than distribution licensee shall have the priority over the applicants for medium-term open access.
- (3) The applicant for medium term open access shall have the priority over the applicant for short-term open access.
- (4) The applicant for short term open access shall have priority next to the medium term open access applicants and it shall be decided subject to capacity availability.
- (5) An existing open access consumer shall have priority higher than new open access applicants under respective category provided the existing open access consumer applies for renewal thirty days prior to the expiry of the existing term of open access.
- (6) When the requirement projected by an applicant is more than the available capacity and the said applicant is not able to limit his requirement to the available capacity, the request of the applicant

having next lower priority shall be taken up for consideration.

(7) All applications for long-term or medium-term or short term open access shall be processed on first-come-first-served basis separately for each of the aforesaid types of access.

Provided that applications received during a month shall be construed to have arrived concurrently;

Provided further that while processing applications for medium-term open access received during a month the applicant seeking access for a longer term shall have higher priority.

8 Compliance of Metering Guidelines

8.1 After getting approval, the Open Access customer will be required to complete necessary formalities like installation of meters, etc. prior to signing of Open Access Agreement.

8.2 The Open Access customer shall comply with the conditions laid down in the approval issued by the Nodal Agency (STU) and submit NABL approved ABT meters test reports along with CT/PT inspection reports, site installation report indicating CT/PT ratio details, ABT main & check meter sr. no. & ABT meter data print-outs duly signed by concerned field officer(s) of distribution licensee and transmission licensee and the point wise compliance report of Metering Guidelines in annotated format duly signed and issued by concerned field officer(s) of distribution licensee / transmission licensee. The Compliance Report shall clearly specify date of issue of report, ABT Main Meter sr. no., and ABT Check Meter sr. no., Stand-by / TPT Meter sr. no., Date of installation of ABT meters, CT Ratio, PT Ratio and Date of installation of CT/PT unit. Simultaneously, the customer shall supply the documents pertaining to compliance of metering guidelines as per the letter issued by STU conveying the conditional approval.

8.3 In case, any defect in ABT meter(s)/ CT/PT unit is noticed by field officer(s) of distribution licensee / transmission licensee, the same shall be intimated to CE/SO & Commercial, HVPNL, Panchkula within 48 hours of notice of such defect.

8.4 In case of reinstallation/ replacement of metering equipment, the same will be intimated by field officer(s) of distribution licensee / transmission licensee, to CE/SO & Commercial, HVPNL, Panchkula within 48 hrs followed by submission of the complete point wise compliance report with requisite details along with ABT Meters/ CT/PT testing report, and Site Installation Report to CE/SO & Commercial, HVPNL, Panchkula within 3 working days.

8.5 Any such defect/ change of metering equipment (ABT meter(s)/CT/PT) shall be conveyed to CE/SO & Commercial, HVPNL, nodal offices of respective DISCOMs & respective M&P wing of HVPNL & DISCOMs by the open access customer also, within 24 hrs of such defect coming to the notice/ change in metering equipment. In absence of timely receipt of such information from the

open access customer, he shall be responsible for any loss to HVPNL/ UHBVN & DHBVN on this account.

- 8.6** Further, in each case of testing/ installation/ replacement of metering equipment, one copy of each report will be directly forwarded by concerned M&P wing of HVPNL/ concerned wing of DISCOMs as the case may be to CE/SO & Commercial, HVPNL, Panchkula, so that the open access granted to the OA customer may be dealt with accordingly.
- 8.7** STU/DISCOMs shall verify the compliance of metering guidelines and other conditions based on the documents received from the applicant/ customer before commencement of Open Access, in case customer is connected at transmission/distribution network. Respective DISCOMs shall verify the compliance of metering guidelines and other conditions based on the documents received from the applicant/ customer before commencement of Open Access, in case customer is connected at distribution network. In case of non-compliance of metering guidelines before commencement of Open Access, the start of validity period of MTOA/ LTOA approval/consent/ concurrence granted by STU shall deemed to be extended from the actual date of compliance of metering guidelines, as verified by STU/DISCOMs which shall be communicated to SLDC accordingly. In such cases, SLDC shall deny scheduling of open access transactions for the period till the metering guidelines are complied with by the MTOA/ LTOA customer. The intimation of denial of scheduling of open access power shall be intimated to the Open Access Customer by SLDC, immediately.

9 Scheduling of Medium Term/ Long Term Open Access Transaction

- 9.1** Scheduling of inter-State open access transactions shall be done in the manner as specified by the CERC from time to time.
- 9.2** Scheduling of intra-State open access transactions shall be done by SLDC in accordance with the provisions of the Haryana Grid Code/applicable regulations of HERC.
- 9.3** Revision of scheduled energy shall be permitted in accordance with the provisions of IEGC or the Haryana Grid Code or HERC DSM Regulation as the case may be

10 NON EVACUATION OF POWER DUE TO NON-AVAILABILITY OF TRANSMISSION/DISTRIBUTION SYSTEM OR UNSCHEDULED LOAD SHEEDING

Non evacuation of power due to breakdown of evacuation system of the licensee will be dealt in line with the guidelines for certifying or refusing to certify non-availability of transmission/distribution system or unscheduled load shedding as and when notified by HERC or and as per HERC Open Access regulations, as amended

from time to time.

11 CHARGES FOR OPEN ACCESS

The Medium Term Open Access/ Long Term Open Access Customer shall pay the charges for Open Access as notified in HERC Open Access Regulations (regulation no. 19 to 25) and as determined by HERC in its Tariff Orders or any specific Order(s) issued from time to time. Any other charges/taxes determined/levied by the Haryana/Central Govt. or the Commission from time to time shall also be applicable to the MTOA/ LTOA customer.

12 Energy Losses:

12.1 The Intra-State MTOA/ LTOA Customer shall bear the applicable Transmission and/ or Distribution losses for the Intra-State system as notified in HERC Open Access Regulations and as determined by HERC in its Tariff Orders or any specific Order(s) issued from time to time.

12.2 In case of inter-State transmission, the long-term open access consumers and medium-term open access consumers, who are buyers of electricity through open access shall bear the apportioned energy losses in the inter-State transmission system in accordance with the regulations specified by the CERC.

12.3 In case of Intra-State transmission, the transmission losses for the intra- State system shall be determined by the Commission in the tariff order for the applicable year, which shall be apportioned in proportion to the actual energy drawl by the open access consumer and shall be payable in kind.

12.4 The percentage of distribution system losses to be borne by the open access consumers at different voltage levels shall as determined by the Commission in tariff order for the applicable year. Distribution losses shall be payable in kind by all open access consumers and captive generating plants carrying electricity within the State for their own use.

13 METER READING & ENERGY ACCOUNTING:-

13.1 Meter data downloading/reading of ABT open access meters shall be taken by authorized officers of HVPNL/ DISCOM through CMRI in presence of consumer representative, which shall be weekly in case of Generators/Sellers above 10 MW and monthly in case of purchasers or generator below 10MW. Any change in Multiplication factor/CT/PT ratio setting shall also be recorded. The downloaded data as recorded by Main, Check ABT meters data in the form of softcopy shall be sent to EAC of HVPNL, through e-mail, for preparation of Energy account of Open Access power. In case of the consumers of DISCOM, one copy of the same shall also be sent to respective organization. The softcopy shall be provided to the Open access customer by concerned DISCOM. It is desirable to sent email

at following E-mail Id- xenec1@yahoo.co.in, xenec1@hvpn.org.in & xenec4@yahoo.co.in.

- 13.2** The Energy account of open Access consumer shall be prepared after taking frequency released by NLDC/ NRLDC. Open Access cell shall prepare the final account after receiving of meter date from EAC, Panchkula and considering the schedule issued by Power exchange or obligation reports issued by the concerned power exchange after taking in to account the losses. The same shall be forwarded to concerned DISCOM.

- 13.3** Unscheduled Interchange (UI) Energy Accounting/imbalance Charges/DSM Charges: Imbalance charges applicable for all open access transactions for the over drawl/under drawl by an open access consumer or for the under injection/ over injection by a generator or trader shall be as per regulations no. 24 of HERC Open Access Regulations, 2012 with its amendment issued from time to time.

For transactions of conveyance of electricity through short- term open access or medium-term open access or long-term open access using intra-State transmission system or distribution system of electricity (including inter-state wheeling of power) the provisions of Haryana Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) Regulations, 2019 shall prevail.

For all Wind and Solar Energy Generators in Haryana connected to the Intra-State Transmission /Distribution System, including those connected through Pooling Sub-Stations, and using the power generated for self-consumption or sale within or outside the State, the provisions of “Haryana Electricity Regulatory Commission (Forecasting, Scheduling and Deviation Settlement and related matters for Solar and Wind Generation) Regulations, 2019 shall prevails.

- 13.4** The Open Access consumer shall pay electricity charges billed to him on monthly basis by the distribution licensee subject to adjustments of quantum of energy and other charges for drawl of power during the period of open access. The DISCOMs shall provide the details of adjustments of quantum of energy and other charges, applicable to such consumer, separately in his electricity bill after receipt of Energy account by nodal agency i.e HVPNL.

14 Billing & Payments:

- 14.1** The monthly billing, payment & settlement of Open Access Charges (Transmission, Wheeling & SLDC Operating Charges) for MTOA/ LTOA transactions shall be in accordance with the provisions of Regulation 30, 31 & 32 of the HERC Open Access Regulations, 2012, as amended from time to time.
- 14.2** STU in consultation with SLDC, and distribution licensee, as the case may be, shall raise bills by 3rd working day of the succeeding calendar month directly to the long term open access consumers and medium term open access consumers for the open access

charges payable by them. The open access consumers shall pay the charges to the STU within 5 working days from the date of receipt of the bill. STU shall disburse the charges payable to SLDC, transmission licensee and distribution licensee by 15th day of every month.

- 14.3** All the payments shall be accepted up to 3.00 P.M on working days only. In case due date of bill falls on holiday, it shall be accepted on the next working day.
- 14.4** No part payment shall be accepted.
- 14.5** In the event of an error in bill or excess amount deposited by the open access customer, the excess amount deposited by the open access customer, shall be adjusted by the authority in the next bill rendered to the customer after settlement of the difference or dispute by the Competent Authority.
- 14.6** Late payment surcharge: In case the payment of any bill for charges payable under these regulations is delayed by an open access consumer beyond the due date, without prejudice to any action under the Act or any other regulation there under, a late payment surcharge at the rate of 1.25% per month or part thereof or as determined by the Commission from time to time shall be levied
- 14.7** Default in Payment: Non-payment of any charge or sum of money payable by the open access consumer under these regulations shall be considered non-compliance of these regulations. In case the default is in payment of charges of intrastate transmission licensee and distribution licensee then they may discontinue open access after giving the defaulting open access consumer an advance notice of ten (10) days without prejudice to their right to recover applicable charges. In case of default in payment of charges due to the State Load Despatch Centre, the State Load Despatch Centre may refuse to schedule power to the defaulting open access consumer and direct the intra-State transmission licensee or the distribution licensee to disconnect such open access consumer from the grid.
- 14.8** **Collection and Disbursement of Charges:**
- a) The customer shall pay applicable charges toward open access transactions to the concerned utility/ billing agency (Transmission Charges to STU, SLDC operating charges to SLDC and wheeling charges to distribution licensee).
 - b) The cross subsidy charge and additional surcharge (wherever applicable) shall be payable directly to the distribution licensee in whose area of supply the consumer availing open access is located, against the monthly bill raised by DISCOMs.
 - c) The Scheduling and Operation charges shall be payable to SLDC.
 - d) The Deviation/ Imbalance Charges and Reactive Energy Charges and any other charges in respect of consumers of distribution

licensee shall be paid/ realized by the distribution licensee in whose area of supply the consumer availing open access is located. Whereas the Deviation/ Imbalance Charges in respect of non-consumers shall be paid/ realized by SLDC via. payment to/ from State DSM Pool Account.

14.9 Payment Security Mechanism: In case of long-term open access and medium-term open access, the open access consumer will provide an irrevocable revolving letter of credit in favour of the agency responsible for collection of various charges for the estimated amount of various charges for a period of two months at least one month before the commencement date of Open Access. The LC shall be in favour of Sr. Accounts Officer, tariff section, HVPNL of concerned Billing Agency with a term of 12 months and have to be renewed annually at least thirty (30) days prior to its expiry. LC should remain valid upto one month after MTOA/LTOA period. Following Points will also be complied with:-

- The L.C. shall be opened in a Scheduled Bank mutually agreed between customer and the concerned billing agency
- Concerned Agency shall not make any drawal before the 30th day after Due Date.
- If at any time, such Letter of Credit amount falls short of the specified amount, the concerned applicant shall restore such shortfall within seven (7) days.
- The amount of Letter of Credit shall be revised in case of revision of STU (Transmission & Wheeling) Charges and SLDC Operating Charges by Hon'ble HERC.
- The respective scheduled bank issuing the Letter of Credit will intimate Concerned Agency, in writing regarding establishing of Letter of Credit.
- In case of drawal of the Letter of Credit by the Concerned Agency in event of default in payment by applicant, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- All charges relating to issuance of Letter of Credit shall be borne by the applicant.
- If any applicant fails to pay any Bill Amount or part thereof within and including the 30th day after due date, then, unless an Bill Dispute Notice is received by Concerned Agency along with documentary evidence, the Concerned Agency may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the concerned applicant, an amount equal to the Bill Amount or part thereof plus Late Payment Surcharge, if applicable, in accordance with the provisions of HERC Open Access Regulations, 2012, as amended from time to time, by presenting to the scheduled bank issuing

the Letter of Credit, the following documents:

- a) a copy of the Bill, which has remained unpaid/ partially paid by such applicant;
- b) a certificate from the Concerned Agency to the effect that the Bill at item (a) above, or specified part thereof, is in accordance with the Procedure/ Regulations and has remained unpaid/ partially paid beyond the thirtieth (30th) day after Due Date; and
- c) Calculation of applicable Late Payment Surcharge, if any.

Provided that the failure on the part of the Concerned Agency to present the documents for encashment of the Letter of Credit shall not attract any Late Payment Surcharge on the concerned applicant.

15 Curtailment Priority

15.1 If it becomes necessary to curtail power flow on a transmission system or distribution system for the reason of transmission or distribution constraints or for maintaining grid security, the transactions already scheduled may be curtailed by the SLDC.

15.2 The short-term open access shall be curtailed first followed by the medium-term open access, which shall be followed by the long-term open access and amongst the open access consumers of a particular category, curtailment shall be carried out on pro rata basis. Distribution licensee shall be last to be curtailed.

16 Under-utilisation on non-utilisation of open access capacity in intra-State transmission and distribution system:

16.1 A long-term open access consumer who has availed access rights for at least 12 years may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:

(a) If a long term open access consumer submits an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the open access rights, he shall be liable to pay no charges.

(b) If a long term open access consumer submits an application to the nodal agency at any time lesser than a period of 1 (one) year prior to the date from which such consumer desires to relinquish the open access rights, such customer shall pay an amount equal to 66% of the open access charges , as applicable on the date from which the open access right is relinquished, for the stranded transmission and or distribution capacity for the period falling short of a notice period of one (1) year.

16.2 A long-term open access consumer, who has not availed open access rights for at least 12 (twelve) years, shall pay an amount equal to 66% of the transmission / wheeling charges, as applicable on the

date from which the open access right is relinquished, for the stranded transmission and or distribution capacity for the period falling short of 12 (twelve) years of open access rights.

However such an open access consumer shall submit an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the open access rights.

Further in case an open access consumer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such open access consumer shall pay an amount equal to 66% of the transmission / wheeling charges , as applicable on the date from which the open access right is relinquished, for the period falling short of a notice period of one (1) year, in addition to 66% of the transmission / wheeling charges, as applicable on the date from which the open access right is relinquished, for the stranded transmission and / or distribution capacity for the period falling short of 12 (twelve) years of open access rights.

16.3 The compensation paid by the long-term open access consumer for the stranded transmission and or distribution capacity shall be used for reducing transmission and or wheeling charges payable by other long term open access consumers and medium-term open access consumers in the year in which such compensation payment is due in the ratio of open access charges payable for that year by such long- term open access consumer and medium-term open access consumer.

16.4 A medium-term open access consumer may relinquish open access rights, fully or partly, by giving at least 30 days prior notice to the nodal agency and such medium-term open access consumer shall pay applicable transmission / wheeling charges for the period of relinquishment or 30 days whichever is less.

17 Over injection / drawl from the system. - In case an open access consumer injects or draws more than the allocated capacity in the transmission and or distribution system beyond 10%, the open access consumer shall pay 150% of the applicable transmission and or wheeling charges for this excess injection / drawl than the allocated capacity. The charges for this excess injection / drawal beyond 10% shall be levied as per applicable HERC regulations in vogue.

Provided that in case an open access consumer frequently injects or draws more than the allocated capacity then the nodal agency may revise the allocated capacity in the transmission and or distribution system in accordance with the applicable HERC regulations in vogue. However, before doing this, opportunity shall be given to the open access consumer to explain its position.

18 Quantum of Renewable Purchase Obligation (RPO)

Each Open Access customer shall be required to fulfill its Renewable Purchase Obligations (RPO), as per applicable HERC Regulations in

vogue.

The Open Access Customer shall provide necessary documentary proof regarding having purchased necessary RECs to Director, New & Renewable Development Agency & HAREDA, Panchkula who is the monitoring agency for fulfillment of Renewable Purchase Obligations.

In case, the Open Access customer fails to comply with the RPO as specified by the Commission for the period/year during which open access has been availed, the distribution licensee(s) shall withhold permission to such Open Access customer to avail open access during the next period/year till the shortfall in RPO compliance is made.

19 Dispute resolution. - All disputes and complaints arising under this procedure shall be decided by the coordination committee within a period of 30 days from the date of receipt of application from the concerned party. Appeal against the decision of the coordination committee may be preferred in the Commission. The decision of the Commission shall be final and binding on all parties concerned. Provided the Applicant shall first exhaust the recourse mechanism through the co-ordination committee before seeking adjudication from the Commission.

20 Interpretation - If a question arises relating to the interpretation of any provision of this procedure, the provisions of HERC Regulations or any specific order of the Commission shall prevail.

21 General

21.1 The applicant shall keep the nodal agency i.e. STU (HVPNL), UHBVN & DHBVN and SLDC indemnified at all times and shall undertake to defend and keep the nodal agency i.e. HVPNL, UHBVN & DHBVN and SLDC 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 long- term access transaction.

21.2 All costs/expenses/charges associated with the application, including bank draft, LC etc. shall be borne by the applicant.

21.3 The applicant shall abide by the provisions of the Electricity Act, 2003, the HERC/ CERC Regulations and State Grid Code/ Indian Electricity Grid Code, as amended from time to time.

21.4 Exemption of wheeling and transmission charges shall be given strictly as per provisions contained in HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2017 as amended from time to time. The status of captive user can only be ascertain on yearly basis. The applicant

shall be liable to pay all applicable charges along with interest @ 18% per annum for the said year, in case the firm is not a captive user.

21.5 The generator may apply for LTOA/MTOA before minimum 3 month prior to the expected commissioning of project.

21.6 Open Access consumer going for tie up with Solar Power Generator should not be permitted to have agreements more than their respective contracted demand, so that there is minimum unutilized surplus solar power generation.

21.7 The time line for construction of evacuation infrastructure for connectivity shall be followed as under:

Sr. No.	Construction of evacuation system Voltage wise	Tentative time period (in months)
1.	kV	9
2.	33 kV	9
3.	66 kV	12
4.	132 kV	12
5.	220 kV	15

Annexure-A

GUIDELINES FOR INSTALLATION OF METERING EQUIPMENTS AND ARRANGEMENTS AT THE PREMISES OF OPEN ACCESS CUSTOMERS.

The following guidelines are to be strictly implemented for installation of Interface metering equipments including ABT compliant special energy meters (SEM)/Interface Energy Meters (IEMs) of accuracy class 0.2S and connecting arrangements for metering of open access customers. The location of interface meter shall be at HV side of generator transformer and station transformer and the outgoing feeder (for generator) & at the transmission licensee's sub-station or as agreed with the transmission licensee/distribution licensee. The interface meters shall conform to the standards on "installation and Operation of Meters" and as amended from time to time. The supplier or buyer in whose premises the interface meters are installed shall be responsible for their safety.

- i) Open Access Customers injecting power in to HVPNL/DISCOM system shall provide separate line bay with line protection scheme at both ends to take care of any fault on line. At Sub Station end Supply should not be tapped from Bus PT. Exclusive line CTs and PTs are to be installed for at Sub Station end. The Meters are to be installed near line bay in Sub Station Yard
- ii) Meters are to be installed directly on line without any isolator in between line and metering CTs/PTs.
- iii) Metering CTs/PTs should be exclusively for interface metering. Customers may install any additional meter with separate CT/PT for their reference.
- iv) Customers who have interconnection with Inter- State Transmission System or Intra- State Transmission System / Distribution System and have been permitted Open Access shall be provided with interface meters.
- v) The scheme for location of meters shall be submitted to HVPNL or licensee by consumer in advance before installation of the Scheme.
- vi) The meter should be installed nearest to the CT/PT to reduce the potential drop in the secondary circuit with easy/ free access by HVPNL/DISCOM staff for installation, testing, commissioning reading and recording and maintenance of meters. The place of installation of meter shall be such that minimum inconvenience and disruptions are caused to the site owners and the concerned organisation.
- vii) HVPNL/Licensee shall examine, test before installation and only correct meter shall be installed.
- viii) Meter is not to be installed in the control room of consumer's substation.
- ix) The operation, testing and maintenance of meter shall be carried out by the licensee.

- x) Unique identification code of meter:- Every meter shall have a unique identification code, which shall be marked permanently on the front as well as in its memory. The series of unique identification code of meter shall be provided by HVPN before installation & testing.
- xi) The calendar & clock of meter shall be correctly set at the manufacture's work.
- xii) Microprocessor based 3 phase 4 wire meter (Model-A) shall conform to accuracy class 0.2S as per IS 14697 or IEC-62053-22 & HVPNL latest technical specification HPD/S- 25/HPM-461/Vol.-IV/PROT. (25.01.2021) or as amended from time to time. The meter shall be suitable for being connected through TTB to VT having secondary line to line voltage of 110V & to CT having a rated secondary current of 1A.
- xiii) Polarity:- As per HVPNL Technical specification.
- xiv) The output data of ABT Compliant Special Energy Meters should be in ASCII as well as Excel format. The Base Computer software (BCS) may be got installed at Energy Centre, HVPNL, Sector-6, Panchkula, at respective sub-station & consumer PC. Suitable MRI be also procured.
- xv) The meter shall be identical in all respect except for their unique identification codes. They shall also be totally sealed and tamper proof, with no possibility of adjustment at site except for a restricted clock correction.
- xvi) Each meter shall have a test output device (visual) for checking the accuracy of active energy and reactive energy (VARh) measurement using a suitable test equipment. The test output shall be software configurable for active energy import/ export & reactive energy import/ export.
- xvii) All the CT/PT used in conjunction with metering shall also be of accuracy class not inferior to meter & conform to the relevant IEC/ IS & HVPNL/Discom specifications. The rating shall take into account the burdens imposed by lead wires and metering. The existing Consumers who have installed CT of 0.2 Accuracy class shall replaced the same with 0.2S accuracy class with in 60 day.
- xviii) CTs of 0.2S with CT output 1A shall be used. However PTs of accuracy class 0.2 of secondary line to line voltage of 110 V shall be use.
- xix) Metering CT/PT should be exclusive for metering purpose. These will not be allowed for protection purpose. The main meter & check meter shall be connected to the same core of CTs and VTs
- xx) All connecting cables from CT/PT of 4Cx4 mm² to meters should be routed through 2.5'dia HDD PVC pipe .
- xxi) Un-climbable fencing around metering, CT, PT area is to be provided which will be sealed by DISCOM/HVPNL as the case may be.
- xxii) Use of only single ratio metering CTs will be allowed. Multi ratio CTs are

not to be used in any case.

- xxiii) Metering CTs/PTs, bottom plate needs to be welded after testing/installation at site.
- xxiv) Open access customer is required to provide Automated Meter Reading (AMR)/communication channels at his own cost for communication of metering data to HVPNL if required so.
- xxv) Consumers who have already installed CT/PT without witness/checking of DISCOM/HVPNL shall get the same tested in the presence of both DISCOMs/HVPNL representative. The CT/PT may be got tested from NABL accredited lab.
- xxvi) Data shall be collected from both the main and check metering schemes.
- xxvii) The meter shall operate with the power from the VT secondary circuits, without the need for any auxiliary power supply. The total burden imposed by a meter for measurement and operation shall not exceed 10 VA on any of the phase.
- xxviii) Inspection & testing:- The meter shall be fully type tested as per IS 14697 or IEC 62053.
- xxix) All routine test as per IS shall be carried out by manufacturer on the meters . The Type & Routine test report of Meter & CT/PT as per ISS or IEC shall be submitted by Open Access Customers after taking it from Manufacturer before deputing representative for witnessing site testing/witnessing test as per ISS/technical specification. The HVPNL shall ensure that all type, routine, & Acceptance test are carried out by the manufacturer on metering equipment as per ISS/IEC.
- xxx) The testing, commissioning & sealing of interface meters may be carried out from NABL accredited laboratory in the presence of the representative of the parties i.e. HVPNL/concerned DISCOMs & open access consumer. The test results duly witnessed by representative of concerned M&P Division of DHBVN and Haryana Vidyut Prasaran Nigam Limited may be submitted to office of CE/SO & Commercial, HVPNL for further analysis. A copy of Technical specifications of HVPN for SEM's be refereed. The ABT Meter data downloaded during testing of ABT Metering system shall be forwarded to e-mail: xenec1@yahoo.co.in, xenec4@yahoo.co.in for checking the format of downloaded Meter data. The output data of ABT Compliant Special Energy Meters should be in ASCII as well as Excel format. The Base Computer software (BCS) may be got installed at Energy Centre, HVPNL, Sector-6, Panchkula. Suitable MRI be also procured..
- xxxi) Sealing of meter shall be done at following points:-All meter shall be sealed by the manufacturer at its work. In addition to seal provided by the manufacturer at its work, the sealing of all meters shall be done as at following sealing points:- a) TTB- each Meter test terminal Block shall have the provision for two seal b) Meter body or cover c) meter terminal cover /

meter terminal Block including each optical communication port. d) Meter cabinet. Suitable sealing of CT/PT may also be provided to ensure no tampering can be made. Sealing of interface meters, shall be done by both the supplier & buyer.

Meter reading & Recording:- HVPNL or Discom is responsible to take down the meter reading & EAC would verify the correctness of metered data & furnish the same to various agencies.

Removal of seals from meters:- Whenever seals have to be removed advance notice be given to other party for witnessing the removal of seals and resealing of interface meter. The breaking & re-sealing of the meters shall be recorded by the party, who carried out the work, in meter register, mentioning the date of removal and resealing , serial number of the broken and new seals and the reason for removal of seals.

The other commercial terms & condition regarding warranty, etc. shall be settled with supplier of equipment by Open Access Consumer.

**APPLICATION FORM FOR GRANT OF INTRA-STATE MTOA/ LTOA
FOR PURCHASE/ SALE/ WHEELING OF POWER**

1.	Name of the LONG/MEDIUM TERM OPEN ACCESS Customer	
2.(A)	Address of Correspondence	
2.(B)	Address where the power is proposed to be utilized	
3.	Contact Address	
3.1	Main Contact Person I Name II Designation III Phone No. IV Mobile No. V Fax VI E-mail	
3.2	Alternate Contact Person I Name II Designation III Phone No. IV Mobile No. V Fax VI E-mail	
	Details of Power transfer requirement I Quantum of power to be transmitted (MW) II Peak to be transferred III Average load to be transferred IV Name of the injecting Utility a) Points of injection of Power b) Voltage level of the LV/HV/EHV Substation	

	(Nearest EHV Sub 66 kV Substation)	
	Name of Concerned ALDC	
V	Name of drawee utility	
a)	Points of drawl of Power	
b)	Voltage level of the LV/HV/EHV substation (Nearest feeding EHV substations and ownership of LV/HV/EHV Substation)	
c)	Name(s) of concerned ALDC	
vi)	Electrical connectivity diagram of the substation where the power is to be injected of drawl if it is not a HVPN Substation	
5	Expected date of commencement of transmission Open Access	
6	Duration of availing Long Term Open Access	
7	In case CPP Account No. consumer	
8	<p>In case of Generation Station</p> <p>I. Name of the Promoter</p> <p>II. Generation Capacity</p> <p>III. Location of the Generation plant</p> <p>IV. No. of units & Capacity of each unit</p> <p>V. Type of Fuel</p> <p>VI. Base load station of peaking load station</p> <p>VII. If peaking load than what is the estimated hours of running</p> <p>VIII. If it is hydro plant than whether it is – run of the/reservoir/multi purpose/pump storage</p> <p>IX. MU generation in an year in case of hydro plant</p> <p>X. Specify the step up generation voltage 220 kV or any other voltage</p> <p>XI. Whether it is identified project of CEA</p>	

	<p>XII. Is it a captive power plant yes/no. If yes, details of utilization</p> <p>XIII. Status of project. Existing (Extension of existing project/new project)</p> <p>XIV. Unit wise capacity and commissioning schedule</p> <p>a. Unit-I</p> <p>b. Unit-II</p> <p>c. Unit-III</p> <p>d. Unit-IV</p> <p>XV. Name of the beneficiaries and their allocation of power</p>	
	In case power is to be wheeled for own use documentary evidence for the same to be enclosed.	
	<p>Status of various clearances for the generation project</p> <p>i) Land acquisition</p> <p>ii) Fuel agreement</p> <p>iii) Environment and forest clearances</p> <p>iv) TEC clearances, wherever required</p> <p>v) Power purchase agreement with beneficiaries</p>	
	Name of trader, if any	
	Details of Bank draft/RTGS/NEFT enclosed	

It is hereby certified that:

a) The provisions of HERC (Terms & Conditions for Intra-state Open Access) Regulations, 2012, and corresponding MTOA & LTOA procedures with respect to MTOA/LTOA transactions in interstate/intrastate transmission / wheeling, as amended from time to time are hereby understood and would be binding.

b) The applicant hereby agrees to keep HVPNL, UHBVN & DHBVN & SLDC indemnified at all times and undertakes to defend and save HVPNL, UHBVN & DHBVN & SLDC harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of

or resulting from the transactions under this approval.

c) Total sale/purchase of power (under LTOA+MTOA+STOA) will not exceed.....MW at customer grid for which Open Access has been allowed by STU.

d) That the applicant has not been declared insolvent or bankrupt or having outstanding dues against him for two months or more of billing of any transmission or distribution licensee.

e) That the applicant (non-consumer of licensee) agrees to provide requisite Letter of Credit (LC) for Medium Term Open Access & Long Term Open Access and in line with the provisions of HERC Open Access Regulations 2012, as amended from time to time, before signing of MTOA/LTOA agreement.

f) That the applicant (non-consumer of licensee) agrees to submit security deposit as per the provisions of the HERC Open Access Regulations 2011, as amended from time to time and to provide requisite Letter of Credit (LC) in line with the provisions of HERC Open Access Regulations 2012, as amended from time to time, before signing of MTOA/LTOA AGREEMENT.

g) The provisions of the "Procedure for Intra-State Medium Term Open Access& Long Term Access" issued by UHBVN & DHBVN/HVPNL are hereby agreed to.

Authorized Signatory

(Signatures) Open Access Customer

Name: _____

Designation:

Seal:

Enclosures:

As per Clause 3.2 of "Procedure for Intra-State Medium Term Open Access & Long Term Access"

RECEIPT: To be filled in by the Open Access office:

Date and Time of receipt of application:	Sr No.:	Initials of receipt clerk.
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Annexure-C

Suggested format of Board Resolution for Authorized Signatory/
Authority Letter (On Company/ Firm Letterhead)

Type of Company/ firm: Proprietary/ Partnership/ Individual/ Pvt.
Ltd./ Ltd./ Unlimited/ Co-Op/ PSU/ Corporation/ Family Business/
HUF etc.

(Tick/ specify whichever applicable)

CERTIFIED COPY OF THE RESOLUTION PASSED AT THE
MEETING OF THE MEMBERS/BOARD OF DIRECTORS OF
Name of the Company/Firm HELD ON dated AT THE
REGISTERD OFFICE OF THE COMPANY FIRM AT
Address

OR

I Name,
SOLE PROPRIETOR OF THE COMPANY/ FIRM
Name of the Company/ Firm,
HEREBY DECLARE AS UNDER:-

OR

We Names, PARTNERS OF THE COMPANY/ FIRM
Name of the Company/ Firm,

HEREBY DECLARE AS UNDER:-

AUTHORITY TO EXECUTE DOCUMENTS TO BE SUBMITTED BY THE COMPANY/ FIRM TO THE SLDC HVPNL AND UHBVN & DHBVN FOR VARIOUS TRANSACTIONS OF SALE/ PURCHASE/ WHEELING/ Term-Ahead/ BILATERAL etc. OF POWER THROUGH MEDIUM TERM OPEN ACCESS/ LONG TERM ACCESS.
--

“RESOLVED THAT Sh. Name, S/o
Father's Name, resident of Address
employed as Designation, who specimen signatures are
attested here under:

Attested signatures of Authorized signatory

Name of Authorized Signatory	Designation	Specimen Signature
		1. _____
		2. _____
		3. _____

be and are hereby authorized to sign/execute and submit all the necessary papers, letters, agreements, documents, writings, submissions etc. to be submitted by the company to Haryana Vidyut Prasaran Nigam Limited (HVPNL) and UHBVN & DHBVN as may be required for day-to-day transaction, operation and correspondence for grant of open access. The acts done and documents shall be binding on the company/ firm, until the same is withdrawn by giving written notice thereof.”

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by designated Director/ Member/ Company Secretary/ Sole Proprietor/ Partner/ MD/ CMD/ Chairman/ Owner of the company be furnished to the O/o CE/ SO & Commercial, HVPNL, Panchkula and such other parties as may be required from time to time in connection with the above matter.

Certified true copy

For (Name of the Company/ Firm)

Name:

Signature:

(Signature of designated Director/ Member/ Company Secretary/ Sole Proprietor/ Partner/ MD/ CMD/ Chairman/ Owner with the seal/ rubberstamp of the company/ firm)

Designation:

Seal/ Rubber Stamp

(In case Owner/ Sole Proprietor/ Partner/ Chairman/ CMD/ MD authorizes himself, Affidavit in this regard on Rs.25/- stamp paper, attested from Notary Public is required)

(Board Resolution to be attested by Company Secretary/ C.A. in case of companies)

**UNDERTAKING/ AFFIDAVIT TO BE FURNISHED BY THE CUSTOMER
FOR INTRA-STATE MEDIUM TERM/ LONG TERM PURCHASE/SALE
OF POWER UNDER OPEN ACCESS**

(On non-judicial stamp paper of Rs.50/- duly attested by Notary Public)

In the matter of filing application to Haryana Vidyut Prasaran Nigam Limited (HVPNL), for grant of Medium Term Open Access/ Long Term Access.

I.....(Name).....S/o Shri(Father's name)... working as (Post)..... in.....(name of the Company).....,having its registered office at (address of the company)..... and works office at..... (address of the company)....., do solemnly affirm and say as follows:

- (i) I am the.....(Post)..... of(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
- (ii) I submit that M/s.....(name of the company/ firm)..... is a registered company/ firm.....(Public Ltd/Pvt. Ltd./partnership)..... Registered under Companies Act/ Partnership Act. Under the Article of Association of the Company/ Partnership Deed and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of HERC, the company/ firm can file the enclosed application.
- (iii) I submit that all the details given in the enclosed application for grant of Medium Term Open Access/ Long Term Access alongwith necessary documents are true and correct and nothing material has been concealed thereof.
- (iv) I further undertake as under:-
 - 1. I/We will get installed ABT compliant special energy meters of accuracy class 0.2S as main meter at our premises at our own cost as per prescribed metering guidelines, State Grid Code and Centre Electricity Authority Metering Regulations, 2006, as amended from time to time. I/ We will supply copies of test report of the meter alongwith installation report & site report by concerned field office of HVPNL/DHBN & UHBN and compliance report for completion of formalities as per guidelines from concerned M&P Wing of HVPNL/UHBN & DHBN.
 - 2. I/we will get installed Single Ratio CT/PT unit with at least two metering cores (one core to be used for ABT main meter & 2nd core to be used for

ABT check meter) and with accuracy class 0.2s in line with the metering guidelines approved by Hon'ble HERC. I/we will make sure that the metering infrastructure/ system satisfies all the requirements laid by SLDC, HVPNL & UHBVN/DHBVN read along with the Metering Guidelines approved by Hon'ble HERC in this Procedures, State Grid Code, CEA (Installation and Operation of Meters) Regulations, 2006 with subsequent amendments and other Regulations/ guidelines issued by HERC/ CERC from time to time.

3. I/ We will provide facilities /equipment for communication / transfer of metering parameters to SLDC control room on real time basis through two independent channels for monitoring purpose, which will be provided at our own cost. Further, the ABT meters will have Automatic Meter Reading (AMR) facility by installing modem and GPRS enabled SIM and their successful integration with the SCADA/ AMR system installed at Haryana SLDC, enabling the facility of remote as well as manual downloading of ABT data.
4. I/We will get installed ABT compliant Standby meter (import/export type of accuracy class 0.2S) at grid sub-station end of distribution/ transmission licensee.
5. In case of manual downloading of ABT data, I/We shall co-ordinate with HVPNL/UHBVN & DHBVN regarding final joint meter reading as per the schedule agreed upon between them. I shall provide Common Meter Reading Instrument (CMRI) for downloading of data of ABT meters to concerned field offices of HVPNL / UHBVN & DHBVN and shall also pay applicable fee, levied by HVPNL / UHBVN & DHBVN for data downloading.
6. In order to communicate with SLDC & any of such upcoming distribution control centres (DCCs) of UHBVN & DHBVN, I/We will set up a round the clock (24x7) control room at my/our end and communicate real time power purchase data through fax/telephone to control room of SLDC as well as distribution licensee (UHBVN & DHBVN).
7. I/We will be responsible to ensure healthiness of metering equipment during the validity of open access concurrence and will inform the office of CE/ SO & Commercial, HVPNL about defect/ change in metering equipment with 24 hrs of such defect coming to notice/ change of metering equipment. In absence of timely receipt of such information from me/us, I/ We will be responsible for any loss to HVPNL /UHBVN & DHBVN on this account. I/We will also obtain permission of HVPNL before applying for replacement of metering equipment (ABT meter(s) /CT/PT).
8. While availing MTOA/LTOA, I/We will be liable to pay applicable MTOA/ LTOA Charges (Transmission, Wheeling & SLDC Operating Charges) and any other charges to concerned billing agency, as approved by Hon'ble HERC for Open Access customers in Open Access Regulations/ Tariff Orders, within due date.

9. I/We will be liable to pay cross subsidy surcharge, Additional surcharge, reactive energy charges and any other charges applicable on Open Access customers in accordance to HERC Open Access regulations, 2012, as amended from time to time.
10. I/ We agree to accept that the Scheduling and Imbalance/ Deviation Settlement Mechanism shall be in accordance with the appropriate Regulations/ Codes/ Guidelines issued by Hon'ble HERC. The allocation and disbursement of UI /Deviation / Imbalance Charges shall also be in line with HERC Regulations & Guidelines issued from time to time.
11. I/We will also bear the applicable charges for standby power and applicable penalty for exceeding standby quantum, as per Standby Power agreement executed with UHBVN & DHBVN, if any (Applicable for non-consumers of Distribution Licensee).
12. I/ We agree to furnish an irrevocable, unconditional and revolving Letter of Credit in favour of the agency responsible for collection of Transmission, Wheeling, SLDC Operating Charges & Deviation/ Imbalance Charges for the estimated amount of various charges for a period of two months in accordance with the provisions in Regulation 33 of HERC Open Access Regulations, 2012, as amended from time to time, at least one month before the commencement date of MTOA/ LTOA.
13. Any other applicable charges subsequently decided/ approved by HERC/ CERC for Open Access Customers in future, shall also be borne by me/us.
14. 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.
15. I/We will make all payments associated with Medium Term Open Access/ Long Term Open Access to the concerned billing agency up to 3.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) as per the provisions of HERC Open Access Regulations, 2012 as amended from time to time . In case of non-payment of dues, STU reserves the right to cancel concurrence for Open Access.
16. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as notified by the State/Central Electricity Regulatory Commission (HERC/CERC) from time to time.
17. I/We will restrict our total demand to be within our sanctioned contract demand during non-peak load hours and during peak load restriction hrs. I/ We will be eligible only to draw total power (Power from UHBVN & DHBVN +OA power) admissible as per sanctioned Contract Demand or as per the directives of Hon'ble HERC/ provisions in the Tariff Order issued by Hon'ble HERC for that financial year (Applicable only for consumers of distribution licensee).
18. I/We will restrict our power purchase under open access keeping in view

the power cuts/regulatory measures imposed by HVPNL / UHBVN & DHBVN on feeders supplying power to our unit. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per Concurrence is curtailed or cancelled by SLDC as per Regulation 52 of HERC Open Access Regulations, 2012, as amended from time to time, I/We shall immediately reduce/stop the drawal of power through open access failing which SLDC may suspend the Concurrence for 3 days for each day's default. All such cases of default shall also be submitted by SLDC to the commission.

19. I/ We shall ensure that aggregate quantum transacted (purchased + wheeled) by me/us under Open Access (LTOA+MTOA+STOA (Collective+ Bilateral) in each time block of 15 minutes shall not exceed the quantum for which Concurrence will be granted.
20. I/We shall ensure that there is no other contract for sale/ purchase of the same power, other than that, for which Open Access concurrence has been applied.
21. I/We will ensure that the Medium Term open Access (MTOA) /Long Term Open Access (LTOA) approval shall not, in any case, violate the terms and conditions of the PPA(s) signed by us with any other agency.
22. I/We undertake that Medium Term Open access/ Long Term Open Access to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default but not limited to the following: -
 - i) Having being declared as insolvent or bankrupt.
 - ii) Having defaulted in clearing outstanding dues of SLDC, HVPNL / UHBVN & DHBVN for more than two months.
 - iii. Feeder status falling under ineligible category for grant of Open Access.
 - iv. Withdrawal of consent by SLDC/HVPNL due to debarred for open access on account of unauthorized open access power transaction or due to any technical/operational constraints.
23. I/We agree that SLDC shall have the right to deny us scheduling of power in case of:-
 - i. Default in payment of Open Access Charges (Open Access Charges/ Deviation / Imbalance Charges) by us.
 - ii. In Case of non-Compliance of instructions of SLDC issued in line with Open Access Regulations/ Grid Code issued by HERC/CERC.
 - iii. In case of unavailability/defect in metering equipment.
 - iv. In case of System Constraint.
24. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the HVPNL / UHBVN & DHBVN to meet the requirement of performance standards as specified in Grid 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 at the absolute discretion of SLDC/ HVPNL / UHBVN & DHBVN.
25. I/We shall not be liable for any claim 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 HVPNL / UHBVN & DHBVN.
 26. I/We agree to rostering restrictions imposed by UHBVN & DHBVN on our feeders (Applicable only for customers connected to mixed industrial feeder, with no agricultural load on the feeder).
 27. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name/agreement with the trader, advance intimation shall be given by us to SLDC.
 28. I/We will book the Open Access corridor on intra state and interstate transmission system and seek alterations, if required, as per Open Access Regulations and procedure(s).
 29. I/We will abide by the provisions of the State Grid Code and Open Access Regulations and any other relevant regulations issued by HERC & CERC, as amended from time to time.
 30. The consumer may avail option of Open Access for all the 96 slots during a day provided the confirmed scheduled shall be submitted to DISCOMs by 10:00AM at e-mail id (_____) of the day preceding day of the transaction and shall be subject to the condition that the contract demand of the particular slots will be reduced by the extent of Open Access contracted Power.
 31. I/We will fulfill my/our RPO as per HERC Regulations.
 32. I/We will apply for Concurrence/Consent for purchase of power through MTOA/ LTOA transaction (minimum 5 months for MTOA/ one year for LTOA) before the commencement of transaction in line with the prevailing Open Access Regulations/ Procedures.
 33. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission / HVPNL / UHBVN & DHBVN from time to time.
 34. I/We may surrender the capacity allotted to me/us by serving a notice to HVPNL (Chief Engineer/SO & Commercial, HVPNL, Panchkula), 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/HERC open access Regulations.
 35. I/We undertake to co-ordinate with concerned officials of HVPNL / UHBVN & DHBVN to ensure meter data reading/downloading as per fixed schedule
 36. I/We undertake to maintain grid discipline and ensure the energy draws as per the energy scheduled at the delivery point.
 37. I/We agree that the disputes and complaints regarding Open Access,

metering and billing etc. will be first referred to the Coordination Committee on Open Access under the HERC Open Access Regulation, 2012. The Committee shall investigate and endeavor to resolve the grievance and in case of its non-redressal within stipulated period or any dispute, it shall be referred to the Commission by the Committee or the Open Access customer.

Further, I/We agree to accept the decision of appropriate commission (CERC/HERC)/ Coordination Committee and to bear any loss to HVPNL / UHBVN & DHBVN incurred on account of misrepresentation/ concealment of facts by me/us.

38. I/We agree that HVPNL / UHBVN & DHBVN reserves their right to amend the above terms and conditions within the prescribed Regulatory framework with prior approval of the Commission.
39. I/ We agree to pay the cost towards modifications/alterations to the infrastructure of HVPNL / UHBVN & DHBVN, if any, for providing open access.
40. I/We shall seek prior approval of SLDC/HVPNL in case of any increase of load, changes in connectivity or physical interconnection.
41. I/We shall abide by the relevant Regulations/Codes/Rules/ Guidelines/Directions of HERC/CERC/CEA/RLDC/SLDC in vogue for connection/protection and smooth operation of the Grid.
42. Any commercial implication on account of HERC & CERC regulations as well as operational constraints/ requirements, reactive power compensation, etc. as per policy decisions of HVPNL / UHBVN & DHBVN at any stage, shall be binding on me/us and shall be borne by me/us.
43. I/We agree that relinquishment of MTOA/LTOA shall be in line with the provisions of HERC (Terms & Conditions for Intra-state Open Access) Regulations, 2012, as amended from time to time.
44. I/We shall provide to SLDC, STU (HVPNL) and/or to UHBVN & DHBVN such information that may reasonably be required to perform its functions and exercise its powers under this procedure.
45. I/We shall comply with the directions of SLDC and STU/DISCOMs issued under the Act.
46. I/We shall co-operate with HVPNL / UHBVN & DHBVN and with the SLDC for the efficient and coordinated operation of the power system in the State.
47. I/We will comply with the metering guidelines/ requisite formalities before the commencement of MTOA/LTOA, failing which SLDC shall deny scheduling of open access transactions for the period till the metering guidelines/ formalities are complied with.
48. I/We will comply any additional conditions imposed by HVPNL / UHBVN & DHBVN.

Authorized

Signatory Name: _____

Place:

Designation:

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 to this office. One copy will be retained in the office of CE/SO & Commercial, HVPNL, Panchkula, and second copy will be supplied to CE/SO, UHBVN & DHBVN, Panchkula or Superintending Engineer/SO, DHBVN, Hisar, while operationalizing the Open Access.

ii) Copy of Board resolution/Power of Attorney/ authority letter in favour of authorized signatory to be attached.

Annexure-E

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref. Bank Guarantee No.

Date

To

Dear Sirs,

In consideration of the Haryana Vidyut Prasaran Nigam Ltd, (hereinafter referred to as the "HVPNL" 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, executors 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 HVPNL as payment security guaranteeing to bear the full charge of HVPNL/distribution system amounting to Rs. for a period

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 HVPNL on its first written demand any and all monies payable by the in respect of the said Transmission charges/SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the

Any such demand made by the HVPNL on the Bank shall be conclusive and binding notwithstanding any difference between the HVPNL 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 HVPNL and further agrees that the guarantee herein contained shall continue to be enforceable till the HVPNL discharges the guarantee.

The decision of the HVPNL declaring the to be payment default as aforesaid shall be final and binding on the Bank. The HVPNL 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 HVPNL and the or any other course or remedy or security available to the HVPNL. The Bank shall not be released of its obligations under these presents by any exercise by HVPNL 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 HVPNL or any other indulgence shown by HVPNL 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 HVPNL 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 HVPNL may have in relation to theliabilities.

Notwithstanding anything contained herein above the Bank is 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 thisday of 20..... at
.....

WITNESS

.....

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address)
Bank Stamp)

(Designation with

SAMPLE LETTER FOR APPROVAL FOR GRANT OF MEDIUM TERM OPEN ACCESS/ LONG TERM ACCESS

To

Memo No._____/

Dated:

Sub: Grant of Open Access for purchase/sale/ wheeling of power by_____.

This refers to your application received in this office on dated__for grant of Medium Term Open Access/ Long Term Open Access for Purchase/Sale/ Wheeling of power.

The Medium Term Open Access/ Long Term Open Access for purchase/sale/wheeling of upto __MW power is hereby allowed, as requested by you, from__to__in line with the provisions of HERC (Terms & Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, as amended from time to time, as per terms & conditions accepted by you and subject to compliance of metering guidelines/ requisite formalities, in line with the Undertaking (Annexure-D) submitted by you alongwith the application. The details of approval of Open Access is as under:-

Name of the STU issuing Concurrence	Haryana Vidyut Prasaran Nigam Limited
Name of the Entity/Applicant	
Status of Entity (e.g. _____ State Utility/CPP/IPP/Consumer/ Discom etc.)	
Point(s) of Connection • Injecting Utility	

• Drawee Utility		
Max. MW ceiling allowed for Injection*		
Max. MW ceiling allowed for Drawal* <i>(* SLDCs may specify different MW ceilings for different time blocks, if required.)</i>		
Validity Period: From: To:		
Transmission losses	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		
Transmission charges	Whether Applicable or not (Yes/No)	Rate (Rs./ MW/Month)
State Transmission charges		
Distribution Licensees (wheeling) charges		
Any other charges	Operating charges	

You are requested to furnish requisite documents for signing of MTOA/LTOA AGREEMENT in line with the prevailing procedures and regulations.

This approval is subject to compliance of metering guidelines and formalities before signing of MTOA/LTOA Agreement, failing which the approved date of start of open access shall deemed to be extended from the actual date of compliance of metering guidelines, as verified by STU/DISCOMs. In such cases, SLDC shall deny scheduling of open access transactions for the period till the metering guidelines are complied with by the MTOA/ LTOA customer.

This issues with the approval of competent authority.

Chief Engineer/SO & Comml.,
HVPNL, Panchkula

Endst. No. _____/

Dated _____

Copy of the above is forwarded to Chief Engineer/SO, UHBVN & DHBVN, Panchkula & SE/SO, DHBVN, Hisar w.r.t. his office memo no. ___dated_ ___for further necessary action.

Chief Engineer/SO & Comml.,
HVPNL, Panchkula

CC:

1. Chief Engineer/PD&C, HVPNL, Panchkula.
2. Chief Engineer/PD&C, UHBVN, Panchkula.
3. Chief Engineer/PD&C, DHBVN, Hisar.

On Non Judicial Stamp Paper of Rs. 500/-

**MEDIUM TERM OPEN ACCESS (MTOA)/ LONG TERM OPEN ACCESS (LTOA)
AGREEMENT**

BETWEEN

Haryana Vidyut Prasaran Nigam Limited, a company incorporated under the Companies Act. 1956, having its registered office at Shakti Bhawan, Sector 6, Panchkula, Haryana 134109 (hereinafter called the “HVPNL”) which expression shall unless repugnant to the context or meaning thereof deemed to include its successors, administrator or permitted assigns through its Chief Engineer / SO & Commercial, Shakti Bhawan, HVPNL, Sector 6, Panchkula -134109

**AND
(Details of Applicant)**

AND

Uttar Haryana Bijli Vitran Nigam (UHBVN) or Dakshin Haryana Bijli Vitran Nigam (DHBVN)

And whereas the OA customer is a _____ as per the provisions of Electricity Act, 2003 and desirous to avail Medium Term Open Access (MTOA) /Long Term Open Access (LTOA) in accordance with detailed Inter State Procedures of Central Transmission Utility approved by Hon'ble CERC under CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, as amended from time to time, Haryana State Electricity Regulatory Commission (HERC) (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, as amended from time to time and Electricity Act 2003 for transfer of ___MW Power from the respective place of generation to the places of delivery for Captive/ non-captive use, as per the following details:-

Injection Consumer / Company

Name	:
Location	:.....,District, State
	:.....
Transmission / Distribution	:
Licensees	:
Capacity (MW)	:

Drawee Consumer / Company (ies)

Name :
Location :,District,State

Transmission/Distribution :
Licensee(s)
Sanctioned Load (MW)/ CD (MVA) :
AND

Whereas in accordance with aforementioned Regulations, Procedures and conditions/ guidelines specified by the HERC from time to time, Medium Term Open Access/ Long Term Open Access for purchase of up to ____MW power is being allowed by HVPNL to the Open Access customer through Intra-State Transmission/distribution Network of HVPNL/UHBVN & DHBVN from dated _____ upto dated_____.

Now, therefore, inconsideration of above and the covenants in this Agreement, HVPNL, UHBVN or DHBVN and the Open Access Customer enter into an agreement as set forth hereunder:

1. FOLLOWING CONSTITUTES THE INTEGRAL PART OF THIS AGREEMENT

- i. Application for Grant of Medium Term Open Access/ Long Term Open Access submitted by Open Access Customer.
- ii. Terms and Conditions agreed to by the Open Access customer while applying for MTOA/ LTOA in undertaking submitted along with MTOA/ LTOA application.
- iii. UHBVN/DHBVN consent letter issued to HVPNL for grant of MTOA/ LTOA to Open Access Customer.
- iv. HVPNL conditional approval offer to Open Access Customer.
- v. Acceptance by OA customer for abiding and complying with the terms and conditions for availing Long Term Open Access mentioned in HVPNL conditional approval offer.
- vi. HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012 as amended from time to time.

2. Open Access Customer shall execute separate agreement with Distribution Licensee for stand by supply to meet the outage contingency of generating unit supplying electricity, with copy to HVPNL.

3. The transmission of power would be subject to opening/enhancing irrevocable revolving letter of credit by Open Access customer (non-consumer of licensee) to cover charges for the estimated amount for a period of two months for the Transmission charges, Wheeling Charges, SLDC Operating Charges & Deviation/Imbalance charges, for timely payment. The operation of LC shall not be dependent on the recoupment of the amount by Open Access customer

The supply of power would be coordinated by SLDC.

4. TARRIF AND TERMS AND CONDITIONS

The tariff applicable to Open Access customer would be the tariff of the

transmission system of HVPNL and distribution system of UHBVN & DHBVN in the State of Haryana as approved by HERC from time to time.

The transmission charges and wheeling charges for the total State Transmission & Distribution System and SLDC Operating Charges and other applicable charges shall be calculated on monthly basis and shall be leviable to each beneficiary as per HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, HERC Multi-Year Tariff Regulation, 2019 and Tariff Order(s) of HVPNL & UHBVN/DHBVN.

In addition to transmission/Wheeling charges, the Open Access Customer agrees to make payment of other charges (i.e. SLDC Operating Charges & UI/Deviation/Imbalance charges, Reactive Energy Charges and any other charges approved by HERC). The SLDC Operating Charges shall be calculated on monthly basis and shall be leviable to Open Access Customer as per HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012 and Tariff Order(s) of HVPNL, whereas the UI/Deviation/Imbalance charges, Reactive Energy Charges and any other charges shall be calculated and levied to the Open Access customer as per the HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, State Grid Code, IEGC and other relevant Regulations and Procedures approved by HERC/ CERC.

5. ENERGY LOSSES

The energy losses of Intra-State transmission/distribution system shall be adjusted in proportion to the energy drawl by the open access customer in accordance with Tariff Order for HVPNL/UHBVN & DHBVN for the respective Financial Year, approved by HERC.

6. CONCERNED BILLING AGENCY

The following Agencies are responsible for Billing & Collection of various Open Access charges (and corresponding LC for estimated amount of these charges):-

1. State Transmission Utility (STU) (i.e. HVPNL) for Transmission charges
2. State Load Despatch Centre (SLDC) for SLDC Operating Charges
3. The Deviation/ Imbalance Charges and Reactive Energy Charges in respect of consumers of distribution licensee shall be paid/ realized by the distribution licensee in whose area of supply the consumer availing open access is located. Whereas the Deviation/ Imbalance Charges and in respect of non-consumers shall be paid/ realized by SLDC via. payment to/ from State Pool Accounts.

Any other applicable charges related to UHBVN & DHBVN (i.e. Standby Charges, Cross-Subsidy Charges, Additional Surcharge etc.) shall be billed by UHBVN & DHBVN separately. The charges for installation/testing of metering equipment and downloading of meter data shall be collected by the concerned agency/Licensee (HVPNL/UHBVN & DHBVN).

7. STATE ENERGY ACCOUNTS

It is specifically agreed between the parties that Open Access customer shall accept without any reservation and condition the State Energy Account issued

by SLDC. Open Access customer shall accept and make full payment to concerned billing agency for all Open Access Charges in respect of the bills raised on this basis. Any change in the State Energy Account methodology by SLDC shall also be binding on all concerned.

8. ESTABLISHMENT OF LC AND PAYMENT OF BILLS

- a. Accounts wing of concerned billing agency, shall present bills for transmission, wheeling and SLDC Operating charges on monthly basis. The bills for UI/ Deviation/ Imbalance Charges, Reactive Energy Charges and any other charges to open access customer shall be raised in line with the prevailing Open Access Regulations and Procedures approved by HERC/CERC. In event of any revision in Regional Energy Account issued by NRPC & State energy account issued by SLDC, concerned billing agency shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.
- b. Payment of bills shall be made by Open Access customer through RTGS/ NEFT or Demand Draft in favour of Accounts Officer of concerned billing agency, payable at _____, in line with the prevailing Intra State MTOA& LTOA procedures approved by Hon'ble HERC.
- c. Further the Open Access Customer (non-consumer of licensee) will open an irrevocable revolving Letter of Credit (LC) equivalent to estimated amount of various charges for a period of two months in favour of Accounts Officer of concerned Agency in line with the prevailing Intra State MTOA & LTOA procedures approved by Hon'ble HERC, with validity of 12 months atleast one month before commencement of Open Access transaction. The LC shall be renewed annually atleast thirty (30) days prior to its expiry and LC charges shall be borne by the respective Open Access customers.
- d. The bills of Concerned Agency (UHBVN & DHBVN/HVPNL/ SLDC) shall be paid without any deductions.
- e. All costs/expenses/charges associated with the application, including demand draft and LC etc. shall be borne by the Open Access customer.
- f. No Interest shall be payable on aforesaid security deposits.
- g. In case of Letter of Credit is not established or maintained by the Open Access customer the same shall be considered as default the Open Access granted by HVPNL shall stand cancelled.
- h. **ENCASHMENT / DISCHARGE OF LC**
The Letter of Credit (LC) will be encashed/ drawn by the concerned agency (HVPNL/ SLDC/UHBVN & DHBVN) in case the Open Access customer defaults on payment of charges billed by that concerned agency.

In case any request for exit the power transfer is received after signing of the MTOA/LTOA agreement and submission of LC, any adjustment of LC shall be carried out after expiry of the MTOA/ LTOA term.

- Concerned Agency shall not make any drawal before the 30th day after Due Date.
- If at any time, such Letter of Credit amount falls short of the specified amount, the concerned Open Access customer shall restore such shortfall within seven (7) days.
- The amount of Letter of Credit shall be revised in case of revision of Transmission & Wheeling Charges and SLDC Operating Charges by Hon'ble HERC.
- The respective scheduled bank issuing the Letter of Credit will intimate Concerned Agency, in writing regarding establishing of Letter of Credit.
- In case of drawal of the Letter of Credit by the Concerned Agency in event of default in payment by Open Access customer, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- All charges relating the Letter of Credit shall be borne by the Open Access customer.
- If any Open Access customer fails to pay any Bill Amount or part thereof within and including the 30th day after Due Date, then, unless an Bill Dispute Notice is received by Concerned Agency alongwith documentary evidence, the Concerned Agency may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the concerned Open Access customer, an amount equal to the Bill Amount or part thereof plus Late Payment Surcharge, if applicable, in accordance with the provisions of HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, as amended from time to time, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - a) a copy of the Bill, which has remained unpaid/ partially paid by such Open Access customer;
 - b) a certificate from the Concerned Agency to the effect that the Bill at item (a) above, or specified part thereof, is in accordance with the Procedure/ Regulations and has remained unpaid/ partially paid beyond the thirtieth (30th) day after Due Date; and (c) Calculations of applicable Late Payment Surcharge, if any.

Provided that the failure on the part of the Concerned Agency to present the documents for encashment of the Letter of Credit shall not attract any Late Payment Surcharge on the concerned OA customer.

There shall be no restriction on the number of times Letter of Credit may be utilized under the terms of the relevant Letters of Credit, provided that concerned agency shall not be entitled to utilize Letter of Credit, for an amount in excess of the amount due for payment as per the Agreement and remains outstanding on that date.

Payment security mechanisms specified above are intended to ensure recovery

of the applicable payment in case of payment default and not as a mechanism for regular payments.

9. Late payment surcharges:

In case the payment of bills of Open Access charges by the customer is delayed beyond due date, late payment surcharge in accordance with the HERC Open Access Regulations, 2012 as amended from time to time shall be levied. The late payment surcharge amount shall also be payable along with the next bill.

In case Open Access customer fails to make payment of the amount due to them within specified days, as per Regulation, of issue of Invoice, the MTOA/ LTOA granted shall be discontinued by HVPNL due to non- payment of Transmission, Open Access, Wheeling & SLDC operating charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of Electricity Act 2003.

- 10.** The Open Access customer shall not relinquish or transfer its rights and obligations specified in the Agreement, without prior approval of HVPNL and subject to payment of compensation, as determined in the HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012.

11. METERING

The Meters shall be provided and governed as per the HERC State Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006, as amended from time to time. The Ownership of Meters, Standards, Meter failure or discrepancies, Calibration and periodical testing of the meters installed shall be as per the HERC/CERC & CEA Regulations. The Meter related accessories like CT and PT shall also be as per the said regulations.

The OA Customer shall provide facilities/equipment for communication/ transfer of metering parameters to the SCADA system of SLDC control room on real time basis through two independent channels for monitoring purpose, which will be provided at own cost. Further, the ABT meters installed at drawal point will have Automatic Meter Reading (AMR) facility by installing modem and GPRS enabled SIM and their successful integration with the SCADA/ AMR system installed at Haryana SLDC, enabling the facility of remote as well as manual downloading of ABT data. The Integration includes configuration of modem at drawl points and configuration of ABT meter and SIM in AMR system at SLDC end.

12. SCHEDULING BY SLDC

The Open Access Customer will submit schedule for drawl point to SLDC and shall comply with all directions issued by SLDC/STU in respect of scheduling and control of net drawl as per the schedule approved by SLDC.

Scheduling, Accounting and Settlement of LTOA transactions, other terms & conditions shall be as per the provisions of State Grid Code/ Regulations issued

by HERC from time to time.

- 13.** 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 Regulation 53 of the HERC Open Access Regulations.

14. Effective Date and Duration of Agreement

This agreement shall be deemed to have come in force for all purpose and intends from the date of approval given by **HVPNL** Date _____ and shall remain operative upto Date..... provided this agreement is may be mutually extended, renewed or replaced by another agreement on such terms and conditions for such further period of time as the parties may mutually agree.

- 15.** If any of the terms and conditions of the PPA/ Agreement of Open Access customer with beneficiaries/ Seller differs from the corresponding specific provision of this Agreement then terms and conditions of this Agreement shall prevail.

Further, In case of contradiction between any clause of this agreement vis-à- vis HERC Open Access Regulations, 2012, State Grid Code, or any other relevant Regulations/Codes/Rules of HERC/CERC, the provisions of the Regulations/Codes/ Rules shall prevail.

16. AMENDMENTS

Any amendments made by the appropriate authorities in HERC Open Access Regulations/Procedures of HERC/CERC, Grid Codes and the Electricity Act-2003 shall be binding.

17. COMPLIANCE OF GRID CODES AND OPEN ACCESS REGULATIONS

Both the parties agree to comply with the provisions of Haryana Grid Code, Indian Electricity Grid Code, HERC and CERC Open Access regulations in force from time to time for use of Transmission/distribution System of HVPNL/UHBVN & DHBVN. The compliance of these documents shall remain supreme, over and above any other guidelines, procedures and agreements.

18. TRANSMISSION PERFORMANCE STANDARDS

Both the parties agree that all equipment connected to the State Transmission/distribution System shall be of such design and construction to enable the HVPNL/UHBVN & DHBVN to meet the requirement of performance standards as specified in Grid Codes for the concerned inter-connection points. The Open Access Customer connected to State Transmission/distribution System shall ensure that their loads do not cause violation of these standards.

19. UNFORESEEN CIRCUMSTANCES

Open access on the transmission system shall be subject to transmission and distribution system constraints. The provision of Open access shall remain suspended during such period at the absolute discretion of HVPNL/SLDC and no compensation whatsoever on the account shall be made.

20. FORCE MAJEURE

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is 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 beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Transmission/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

21. INDEMNIFICATION:

The Open Access customer hereby agrees to keep HVPNL/UHBVN & DHBVN & SLDC indemnified at all times and undertakes to indemnify defend and save HVPNL/UHBVN & DHBVN & SLDC harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court cost, attorney fees and all other obligations by or to third parties arising out of or resulting from the transactions under this approval.

22. DEFAULTS & TERMINATION

- i. In the event of defects in metering and communication system resulting in failure to communicate real time data flow to SLDC, defaults in bills payment and or defaults in compliance to the terms & conditions of Open Access Regulations/Procedures approved by HERC/, time to time and conditions mentioned in this agreement, HVPNL shall serve a notice to remedy the defects/defaults & in case of failure to remedy the defaults/defects within a period of 30 days, open access shall stand suspended until the defects/ defaults are remedied. During the period open access remains suspended, the open access customer shall be liable to pay the applicable open access charges as if he was availing the approved quantum of open access and/ or in terms of CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter- State Transmission and related matters) Regulations, 2009 and HERC (Terms and Conditions for grant of connectivity and Open Access for Intra-State transmission & distribution system) Regulations, 2012, as amended from time.
- ii. Any change in the terms & conditions of open access notified by the commission shall have the overriding effect on the provisions of this agreement to the extent of their applicability.

23 Jurisdiction

Hon'ble HERC and the Courts of Panchkula shall have exclusive jurisdiction in all matters under this Agreement.

In witness whereof both the parties have executed this Agreement through their authorized representatives.

For and on behalf of Applicant

Signature:

Name:

Designation:

Witness:

For and on behalf of HVPNL

Signature:

Name:

Designation:

Witness:

For & on behalf of UHBVN

Signature:

Name:

Designation:

Witness:

For & on behalf of DHBVN

Signature:

Name:

Designation:

Witness:

Note: The terms & conditions accepted by the Open Access Customer in the Undertaking (Annexure-D of MTOA/LTOA Procedure) shall be signed separately by the Open Access Customer along with this MTOA/LTOA agreement.