

BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION
BAYS No. 33-36, SECTOR-4, PANCHKULA- 134112, HARYANA

Case No. HERC/PETITION NO. – 35 of 2023
along with IA No. 12 and 14 of 2023

Date of Hearing : 15.11.2023
Date of Order : 29.11.2023

IN THE MATTER OF:

Petition under Regulation 6, 11 and 14 of the HERC (Green Energy Open Access) Regulations, 2023 read with Regulations 62, 65 to 67 of the HERC (Conduct of Business) Regulations, 2019, seeking approval of the draft “Procedure for Grant of Connectivity & Green Energy Open Access” and draft “Procedure for Grant of Connectivity on Intra-State Transmission or Distribution system”.

Petitioner

SLDC/HVPL

Respondents

Nil

Present

1. Ms. Vrinda Pascricha and Mr. Hardeep Singh Poonia, Advocates for the petitioner
2. Mr. Ashok Muthria, Xen/HVPL
3. Mr. Randhir Singh, AEE/UHBVNL
4. Mr. Vipul Joshi, Advocate for M/s. JBM Renewables Private Limited
5. Mr. Ashu Gupta, M/s. Cleanmax Enviro Energy Solutions Pvt. Ltd.

Quorum

Shri Naresh Sardana

Member

ORDER

1. The present petition has been filed by SLDC/HVPL seeking approval of the detailed procedure of grant of connectivity and the procedure for grant of Green Energy Open Access in terms of Regulation 6 of the Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 (for brevity “Green OA Regulations, 2023”).
2. The procedure has been submitted for approval, in compliance of Regulations clause no. 5 and 6 of HERC Green OA Regulations, 2023, reproduced below:-

“5. Nodal Agency:

(1) *SLDC Haryana shall be the State Nodal Agency for grant of green energy open access for short term (upto a month) and the State Transmission Utility (STU), shall be the nodal agency for grant of Green Energy Open Access, for medium (one month to three years) and long term (more than three years).*

(2) *All the applications related to connectivity and green energy open access shall be received at STU Headquarter in accordance with the detailed procedure, through the single window green energy open access system for renewable energy developed by the Central Nodal Agency.*

6. Procedure for grant of Green Energy Open Access:

- (1) *The detailed procedure for grant of connectivity and Green Energy Open Access including the application format and applicable Bank Guarantees/Fee/Charges etc., shall be prepared by the State Nodal agency, within a period of 30 days from the date of notification of these regulations and filed in this Commission for approval. The STU may be guided by the procedure prepared by POSOCO (Power System operation corporation now The Grid Controller of India Ltd.) for grant of green energy open access.*
- (2) *All the applications for the Green Energy Open Access complete in all respects, shall be submitted on the portal setup by the Central Nodal Agency and these applications shall get routed to the State nodal agency as specified by the Commission under these Regulations for grant of green energy open access.*
- (3) *The State Nodal Agency shall, by an order in writing, approve the applications for the Green Energy Open Access within a period of thirty days from the date of receipt of complete application for connectivity/open access, failing which it shall be deemed to have been approved subject to the fulfillment of the technical requirements as specified by the Commission:
Provided that the order of processing of such applications for Green Energy Open Access shall be first in first out.*
- (4) *The Short term and medium-term open access shall be allowed, if there is sufficient spare capacity available in the transmission system without any augmentation whereas for long term open access, the transmission system may be augmented if required:
Provided that priority shall be given to long term in the existing system if spare capacity is available and further, open access for non-fossil fuel sources shall be given priority over the open access from the fossil fuel.*

Explanation:
For the purposes of this rule, the expression “Fossil Fuel” includes the fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in Thermal Generating Station for generating electricity.
- (5) *No application for open access shall be denied unless the applicant has been given an opportunity of being heard in the matter by the State Nodal Agency and all orders denying open access shall be speaking orders.*
- (6) *Appeals against an order of the State Nodal Agency, shall lie before the Commission, within a period of thirty days from the date of receipt of order under sub-rule (4) of rule 7.*
- (7) *The Commission shall dispose the appeal within a period of three months and the order issued by it, shall be binding on the parties.*
- (8) *Metering: Metering shall be done in accordance with provisions of CEA (Installation and Operation of Meters) Regulations 2006 as amended from time to time.*

(9) Curtailment Priority:

In case due to constraints in the transmission system or distribution system, the curtailment priority shall be as follows:

- a. Short term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer*
 - b. Medium term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer*
 - c. Long term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer.”*
3. The SLDC/HVPL has submitted that the “Procedure for Grant of Connectivity & Green Energy Open Access” and a draft “Procedure for Grant of Connectivity on Intra-State Transmission or Distribution system”, has been drafted, while being guided by the procedure prepared by POSOCO ((Power System operation corporation now The Grid Controller of India Ltd.) for grant of green energy open access, HERC Open Access Regulations, HERC Green Energy Open Access Regulations 2023 and various other CERC/HERC relevant regulations.
 4. Further, the above draft procedures were forwarded to the offices concerned i.e. HVPL, UHBVNL, DHBVNL, HPPC & HAREDA through email for seeking their comments / suggestion / feedback on the draft procedure.
 5. However, only UHBVNL provided its comments to HVPL, which reportedly have been duly considered by the petitioner. Subsequently, a meeting of the Coordination Committee was convened on 23.05.2023, wherein the following were present: -
 - a) Chief Engineer/SO & Commercial, HVPL, Panchkula (Chairman)
 - b) Chief Engineer/HPPC, Panchkula (Member)
 - c) Superintending Engineer/SLDC, OP. HVPL, Panchkula (Member)
 - d) Executive Engineer/SO, DHBVNL, Hisar on behalf of Chief Engineer /Comml., DHBVNL, Hisar (Member).
 6. That in the said meeting, the “Procedure for Grant of Connectivity & Green Energy Open Access” and “Procedure for Grant of Connectivity on Intra-State Transmission or Distribution system”, were finalized.
 7. That the present petition has been filed with the following prayers: -
 - a) Procedure for grant of Connectivity & Green Energy Open Access; and Procedure for grant of Connectivity to Intra-State Transmission or Distribution System duly finalized by the Petitioner while being guided by the procedure prepared by POSOCO (The Grid Controller of India Ltd.) for grant of green energy open access, HERC Open Access Regulations, HERC Green Energy Open Access Regulations 2023 and various other CERC/HERC relevant regulations.
 - b) Pass any other order(s) and or direction(s), which the Hon’ble Commission may deem fit and proper in the facts and circumstances of the case.

8. Mr. Ashu Gupta, representing M/s. Cleanmax and Mr. Vipul Joshi, representing M/s. JBM, submitted that they are solar power developer in Haryana and will get affected by the proposed 'procedure'. Hence, they may be impleaded in the matter. Upon hearing the parties, the Commission observes that the 'procedure' flows from the HERC (Green Energy Open Access) Regulations, 2023 which was given a final shape and notified after due consultation with the stakeholders. Additionally, the Commission has already invited comments/observations from the other power utilities in Haryana. Hence, it may not serve any purpose to hold a public hearing / implead any party, except delaying the implementation of the notified Regulations.
9. In view of the above, the Commission, approves the procedure for grant of Green Energy Open Access and procedure for grant of Connectivity to Intra-State Transmission or Distribution System, as proposed in this petition, with minor modifications. The approved procedure for grant of Connectivity is annexed at Appendix I to this order. The approved procedure for grant of Green Energy Open Access is annexed at Appendix II to this order. The Commission has also considered the presentation made by UHBVNL on the detailed banking procedure as well as model banking agreement, prepared by them on behalf of both the discoms, as per regulation 7 (7) of the HERC (Green Energy Open Access Regulations), 2023 and approves the same. The detailed banking procedure as well as model banking agreement is annexed at Appendix III to this order.
10. The procedures specified in this order shall come into force with from the date of this order.

In terms of the above order, the present petition along with IAs filed in the matter are disposed of.

This order is signed, dated and issued by the Haryana Electricity Regulatory Commission on 29.11.2023.

Date: 29.11.2023
Place: Panchkula

(Naresh Sardana)
Member

**Procedure for grant of Connectivity to Intra-State
Transmission or Distribution System**



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1. Scope and Extent of Application:

- 1.1** This procedure has been prepared in accordance with the Haryana Electricity Regulatory Commission (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) with its 1st amendment issued on 03.12.2013, herein after referred to as “Principal Regulations” or “the Regulations” and “Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023” dated 24th April, 2023, hereinafter referred to as “HERC Green Energy Open Access Regulations”. This Procedures shall be read in conjunction with these Regulations.
- 1.2** This procedure shall apply to the applications received by the Nodal Agency (STU) i.e. HVPNL seeking connectivity to the Intra-State Transmission or distribution system for the purpose of open access including when such system is to be used in conjunction with Inter-State Transmission System (ISTS).
Provided that a generating station, including captive generating plant, or a consumer / person shall not be eligible to apply for long term or medium term or short-term 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 that a person may apply for connectivity as well as long term or medium term or short-term open access simultaneously.
- 1.3** This procedure covers guidelines, terms and conditions and application formats for submission of application by the eligible applicants for availing connectivity as per Para 1.2 above.
- 1.4** The procedures along with requisite formats as described herein, shall also be made available on HVPNL website.
- 1.5** This procedure shall come into force from the date of approval of the Commission.

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

- i) “Act” means the Electricity Act, 2003 as amended from time to time;
- ii) “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;
- iii) “Banking” means the surplus green energy injected in the grid and credited with the distribution licensee energy by the Green Energy Open Access consumers and that shall be drawn along with charges to compensate additional costs if any
- iv) “Beneficiary” in relation to transmission system means the person who has availed of the transmission system on payment of transmission charges as determined by the Commission under relevant regulations. This includes a distribution licensee, a transmission

licensee, a person who has setup a captive power plant or a generating company including merchant power plant or a consumer availing long-term or medium-term open access utilizing such transmission system. Short-term open access consumers will not be treated as beneficiaries;

- v) "Billing Cycle" shall have the same meaning as has been specified under the Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014, as amended from time to time.
- vi) "CERC" means the Central Electricity Regulatory Commission;
- vii) "Commission" means the Haryana Electricity Regulatory Commission (HERC);
- viii) "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;
- ix) "Connectivity" means the state of getting connected to the Intra-State transmission and or Distribution system;
- x) "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;
- xi) "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;
- xii) "Deviation" in a time-block for a Seller means its total actual injection minus its total scheduled generation and for a Buyer means its total actual drawl minus its total scheduled drawl, and shall form part of the State Energy Accounts to be prepared by SLDC.
- xiii) "'Deviation Settlement Mechanism'" shall mean and include the framework for energy accounting, Deviation Accounting, Rules for pricing of Deviation(s) payable and receivable by State Entities and other design parameters as specified under CERC/HERC Deviation Regulations, as the case may be.
- xiv) "Day" means a working day starting at 00.00 hours and ending at 24.00 hours;
- xv) "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.

- xvi) “Fossil Fuel” means the fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in thermal generating station for generating electricity;
- xvii) “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
- xviii) “Green energy” means the electrical energy from renewable sources of energy including hydro and storage (if the storage uses renewable energy) or any other technology as may be notified by the Government of India from time to time and shall also include any mechanism that utilizes green energy to replace fossil fuels including production of green hydrogen or green ammonia as may be determined by the Central Government.
- xix) “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;
- xx) “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.
- xxi) “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;
- xxii) “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 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;
- xxiii) “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.

- xxiv) "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;
- xxv) "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.
- xxvi) "Month" means a calendar month as per the Gregorian calendar;
- xxvii) "Nodal agency" means the nodal agency referred to in this procedure;
- xxviii) "Obligated Entity" means the entities mandated to fulfil Renewable Purchase Obligation, which includes distribution licensee, captive user, and open access consumer, as specified under Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, as amended from time to time.
- xxix) "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;
- xxx) "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;
- xxxi) "Rules" shall mean the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022;
- xxxii) "Short term open access" means open access for a period up to one (1) month at a time;
- xxxiii) "SLDC" means State Load Despatch Centre established under section 31 of the Act.
- xxxiv) "Standby charges" means the charges applicable to green energy open access consumers against the standby arrangement provided by the distribution licensee, in case such green energy open access consumer is unable to procure/schedule power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission systems and the like;
- xxxv) "State" means the State of Haryana;

- xxxvi) “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;
- xxxvii) “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;
- xxxviii) “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;
- xxxix) “Year” means the Gregorian year;

The words and expressions used and not defined herein but defined in the Act shall have the meanings respectively assigned to them in the Act. The other expressions used herein but not specifically defined in the regulations or in the Act but defined under Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or any other Regulation in vogue, shall have the meanings assigned to them respectively in the Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or any other relevant Regulations in vogue , provided that such definitions are not inconsistent with the provisions of the Electricity Act, 2003;

3. Nodal Agency:

- i. STU shall be the Nodal Agency for grant of connectivity on Intra-State Transmission System or Distribution System, when connectivity has been sought for the purpose of Open Access under the “Principal Regulations”.
- ii. Haryana new & Renewable Energy Department/HAREDA shall be the Nodal Agency for registration of the project based on Renewable/Green Energy Source.

4. Roles and Responsibility:

A. Role of STU: -

- i. All the applications related to connectivity shall be received at STU Headquarter in accordance with the detailed procedure, either online through single window system or offline.
- ii. STU shall take approval/concurrence of distribution or transmission licensee (other than STU) on which system connectivity has been sought and process the applications within stipulated time as per procedure mentioned hereunder.

B. Role of Transmission (other than STU)/ Distribution Licensee:

In case of applications seeking connectivity on Transmission Licensee (other than STU) or

Distribution system, the respective utility shall process the case and submit its acceptance/rejection to the nodal agency within stipulated time as per extant Regulations (CERC/HERC).

5. Eligibility for grant of Connectivity:

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 may 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.	Up to 5 MW	11 kV
2.	More than 5 MW and up to 20 MW	33 kV
3.	More than 5 MW and up to 60 MW	66 kV (where 33 kV system is not available)
4.	More than 20 MW and up to 70 MW	132 kV
5.	More than 70 MW and up to 250 MW	220 kV
6.	More than 250 MW	400 kV

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 fulfilment to the technical requirement as per the Grid Code or specified by the Commission.

Further, in case of the consumer or a generating station already connected 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.

6. Application for Connectivity

6.1 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.

6.2 Application fee:

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 Distribution System for the purpose of Open Access shall be accompanied by a non-refundable fee of Rs. One (1) Lac.

6.3 The application fee is to be deposited to HVPNL account electronically through RTGS/NEFT 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.

6.4 In case of, Generating Power Projects based on Renewable/Green Energy Source, the applicant shall get its Project registered with Haryana New & Renewable Energy Department/HAREDA being Nodal Agency for Renewable/Green Energy Sources as per applicable HERC Regulations/Haryana Govt. rules. The applicant, while submitting the application for connectivity shall mentioned the registration no. of its project on the application along with attachment of registration certificate.

6.5 In case of Generating Power Project for captive use, the applicant shall submit requisite documents to respective DISCOM for ascertaining captive status as per Instant Act / Electricity Rule 2005 or any subsequent amendment/rules. The respective DISCOMs shall check & ascertain the status of project either captive or not as per instant Act/Rules/Regulations. The applicant, while submitting the application for connectivity shall mentioned the status of generating project in the application along with attachment of status report.

Note:

The status of captive user shall be ascertained by the respective DISCOMs 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 fail to prove its captive status.

6.6 The application shall be processed on first come first serve basis.

7. Documents to be attached with the application for grant of connectivity:

- a) The applicant shall mention voltage level of connectivity & Geographical location of its Project site, Maximum quantum of power to be interchanged with the system, without specifying the substation from which it is to be connected along with requisite fee. Applicant shall categorically mention in its application that the evacuation system shall be created through self-execution or to be created by HVPNL/DISCOM as deposit work (including the compensation for arranging RoW, if any).
- b) Bank generated proof of payment of application fee;
- c) Duly notarized affidavit;
- d) In case of a Company, Board Resolution authorizing a designated person for filing of application for grant of Connectivity.
- e) In case of a project based on Renewable/Green Energy, Registration/NOC of project issued by Haryana New & Renewable Energy Department/HAREDA;
- f) In case of Captive Power Plants (CPPs), documentary proof/certificate issued by respective DISCOM w.r.t. captive status, in line with Electricity Act, 2003 & Electricity Rules, 2005, duly ascertained/verified by respective DISCOMs.
- g) In case of Third party Sale/Purchase of power, copy of the Power Purchase Agreement (PPA) executed.
- h) In case of generating projects based on Renewable/Green Energy (other than those having PPA with Haryana DISCOMs/HPPC), Bank Guarantee of Rs. 10 lakh/ MW as per **Annexure-C** for the capacity for which Connectivity has been sought by the applicant.

8. Submission of application:

- 8.1** On receipt of complete application, STU shall in consultation and 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 along with the provisions of CEA (Technical Standards for connectivity to the Grid), Regulation, 2007 and Indian Electricity Grid Code/Haryana Grid Code.
- 8.2** 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 two days of receipt of application. The applicant shall rectify the deficiency within one week thereafter. In such cases, the application shall be considered as valid application only on the date on which the complete application has been received, after removing the

deficiency or rectifying the defects or submission of requisite documents/information, as the case may be.

8.3 An incomplete application and/or an application not found to be in conformity with this procedure/guidelines or Regulations, shall liable to be rejected as per procedure mentioned hereunder.

8.4 If the applicant does not respond or fails to supply the complete application or requisite information within seven days of issue of letter by Nodal Agency, a notice shall be served to the applicant giving time period of 15 days, failing which the application shall be rejected and application fee shall be forfeited. The reasons for rejection shall be communicated to the applicant.

9. Processing of application:

- a) On receipt of complete application as per **Annexure A**, Chief Engineer/SO&C, HVPNL Panchkula, within three days, shall forward the case to following office for examining the technical feasibility:
 - i. Planning Wing of HVPNL in case connectivity has been sought on Intra-State Transmission System.
 - ii. PD&C Wing of respective DISCOM i.e., UHBVN & DHBVN, in case connectivity has been sought on distribution system.
- b) In case any other technical information/data is required from the applicant for evaluation of its application for grant of connectivity, the same shall be sought by respective CE/PD & C of HVPNL/DISCOM from the applicant directly under intimation to CE/SO & Comml., HVPNL. The applicant shall submit the requisite data/information to concerned office within 7 days. If the applicant does not respond or fails to supply requisite information within 7 days, a notice shall be served to the applicant giving time period of 15 days, failing which the application shall be rejected and application fee shall be forfeited. The reasons for rejection shall be communicated to the applicant.
- c) The comments of SLDC may also be sought, if required, in accordance with the Regulation-6 (4) of HERC Open Access Regulation, 2012.
- d) The Planning/PD&C wing of respective HVPNL/DISCOM shall carry out load flow study (if any in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC/Haryana Grid Code) along with requirement of augmentation to the existing transmission system for enabling transfer of power.
- e) Planning wing of HVPNL or PD&C wing of DISCOMs, shall decide the case within 15 days of receipt of application, duly approved by Whole Time Directors (WTDs) of respective Utilities and submit the technical feasibility to the CE/SO&C, HVPNL, Panchkula.

- f) After receipt of technical feasibility report as per Sr. no. e above, the case for connectivity shall be processed for approval/rejection of Whole Times Director of HVPNL. HVPNL within 10 days, shall: -
 - i. accept the application with such modification or such conditions as may be stipulated by other agencies which are consistent 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.

- g) In case of acceptance of connectivity, the HVPNL shall make a formal connectivity offer and the copy of “Connectivity Offer” will be forwarded to concerned department/wings as the case may be.
- h) Within 10 days from the date of receipt of “Connectivity Offer”, the applicant may either accept the offer or may seek clarification/change. In case, the applicant has not sought any clarification/change within 10 days, the “Connectivity Offer” of HVPNL shall deemed to be accepted by the applicant.
- i) In case some clarification/changes 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.
- j) 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.

10. Connection Agreement:

- a) The applicant shall be eligible to be connected to the intra-State transmission system and or distribution system as the case may be from the date mentioned in the connection agreement.
- b) The applicant shall submit duly signed Connection Agreement as per **Annexure-D** within 30 days from date of issuance of connectivity for execution with HVPNL/DISCOMs as the case may be. In case connectivity has been granted to the intra-State transmission system

of an intra-State transmission licensee other than the STU, a tripartite agreement shall be signed between the applicant, the STU, the respective DISCOM and such intra-State transmission licensee. 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.

- c) In case, the applicant fails to submit the signed copy of Connection Agreement within stipulated time period without seeking extension, a notice shall be issued to the applicant giving time period of 15 days, failing which the “Connectivity” shall be cancelled with the approval of WTDs, HVPNL and Bank Guarantee shall be encashed by the Nodal Agency.

11. Cost of dedicated line and or bay:

- a) The construction of bay at transmission or distribution licensee sub-station and transmission or distribution line shall be governed as per provisions of applicable Regulation of HERC/Guidelines of respective Nigam/provisions of PPA with DISCOMs etc.
- b) The construction of a dedicated transmission line shall not be construed as augmentation of transmission system for the purpose of this regulation.
- c) In case a dedicated line and or bay in the transmission system or distribution system is to be created by applicant under self-execution:
- i) The nodal agency within 30 days, shall inform the applicant about estimated cost, the timeframe for completion of the dedicated line and the broad design features.
- ii) The work shall be executed by the applicant under supervision/monitoring of respective construction wing of HVPNL/DISCOM.
- iii) Tentative time lines for completion of transmission or distribution work shall be regulated 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
6.	400 kV	24

Note:-

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

- iv) In case of non-commencement of work or non-execution of project within stipulated time period without seeking extension, HVPNL shall reserves the right to cancel connectivity granted to the applicant as per regulation/procedure.

12. Technical standards for getting connectivity:

- a) Prior to an applicant is connected to the state transmission system, the applicant shall comply with the provisions of the relevant Regulation of CEA/CERC/HERC governing technical standards for connectivity to the grid.
- b) After getting connectivity approval from nodal agency, prior to installation of metering and protection equipments of the connection, the applicant shall get its metering and protection diagram/Single Line Diagram approved/consented from the HVPNL/UHBVNL/DHBVNL as the case may be.

c) ABT Metering Requirements:

- i. All open access consumers and all generating stations irrespective of capacity shall be required to provide Special Energy Meters (SEM)/Interface Energy Meters (IEM)/ABT Metering system at the interface point(s) of injection, if not already provided, and point(s) of drawl, at their own cost.
- ii. The inspection, checking, periodical testing, calibration, joint sealing, operation and maintenance, replacement of defective meter, billing in the event of meter (s) becoming defective etc. shall be done in accordance with Metering guidelines & specifications of HVPNL along with provisions of CEA (Installation and Operation of Meters) Regulations 2006, HERC (Haryana Grid Code) 2009 as amended from time to time.

d) Requirement of Telemetry and Communication:

- i. The requirement of data transfer through telemetry and communication with SLDC, Haryana, shall be in accordance with the applicable HERC regulations in vogue such as HERC (Deviation Settlement Mechanism for Solar and Wind) 2019, HERC (Deviation Settlement Mechanism and related matters) 2019, HERC Grid Code 2009, HERC etc. as amended from time to time.
- ii. The nodal agency on behalf of SLDC shall be Superintending Engineer/SLDC (Operation), HVPNL.
- e) 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.
- f) 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.

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.

- g) Part commissioning of generating project shall not be allowed for small projects. However, in case, a number of units within a large project (≥ 25 MW) and projects having aggregate capacity of ≥ 25 MW, part commissioning may be allowed subject to the fulfilment of the technical requirements as specified by the Commission or as per the Haryana Grid Code. Provided that, in all such cases, the part commissioning shall be allowed for minimum capacity of ≥ 10 MW and part thereof.

13. Treatment of Bank Guarantee submitted against Connectivity:

13.1 The Bank Guarantee shall be issued by

- i. A Public Sector Bank or
- ii. Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above (duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement.

13.2 All costs/expenses/charges associated with the application, including bank guarantee etc. shall be borne by the applicant.

13.3 The bank guarantee shall initially be valid for one year and shall be revalidated, if required.

13.4 The Bank Guarantee shall be returned, after 1 (one) year of Commercial Operation of the Project.

13.5 The Bank Guarantee may be encashed, in case:

- i. The applicant fails to submit the signed copy of Connection Agreement within stipulated time period, a notice shall be issued to the applicant giving time period of 15 days, failing which the “Connectivity” shall be cancelled with the approval of WTDs, HVPNL and Bank Guarantee shall be encashed by the Nodal Agency.
- ii. Non-commencement of work or Non-execution of project within stipulated time period, then HVPNL shall issue a notice of 15 days to the applicant to execute the work otherwise HVPNL reserves the right to cancel final connectivity.
- iii. The applicant withdraws its application after issuance of “Connectivity” and its acceptance by the applicant.
- iv. If the applicant fails to revalidate the earlier furnished BG at least 30 days prior to its expiry.

14. Time frame for disposal of application: -

Sr. No.	Description of activity	Time frame
1	Submission of Application	0 day
2	Communication of deficiency or defect in the application	1 st – 2 nd day (within 2 days)
3	Forwarding the case to Planning/PD&C wing of concerned HVPNL/DISCOMs wing after	3 rd – 5 th day (within 3 days)

	completion of Application (after removing deficiency/defect or submission of requisite documents)	
4	Supply of Technical Feasibility report by Planning/PD&C wing of concerned HVPNL/DISCOMs wing to nodal agency	6 th – 20 th day (within 15 days)
5	Accept/Reject the application by Nodal Agency and issuance of Grid Connectivity	21 st – 30 th day (within 10 days)
6	Acceptance or Clarification/Change by the applicant	Within 10 days
7	Submission of Connection agreement	Within 45 days of date of issue of Connectivity

Note:- The time taken by the applicant before or during the processing of the application, shall not be accounted towards Nodal Agency. The applicant shall endeavor to supply the requisite documents/information sought by the department within the stipulated time. At any stage, If the applicant does not respond or fails to supply the complete application or requisite information within stipulated time, the application shall liable to rejected/cancelled as per the procedure.

15. Other General Conditions:

- 15.1 The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains Long Term Open Access or Medium-Term Open Access or Short-Term Open Access.
- 15.2 Grid connectivity is not transferable and it is applicable only to the applicant.
- 15.3 No change in the leading shareholder, developing the Power Project Based on Renewable/Green Energy Source shall be permitted from the date of submission of the application and till one year of execution of the project. This shall not be applicable to the Power Projects developed by the Public Limited Companies. Thereafter, any change may be undertaken only with information to Renewable Energy Department/HAREDA or HVPNL, as the case may be.
- 15.4 All costs/expenses/charges associated with the application shall be borne by the applicant
- 15.5 The applicant shall ensure that its unscheduled interchange with the grid is only limited to inadvertent changes only and does not cause any transmission constraints.
- 15.6 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 reduce such interchange, would be in accordance to the HERC/CERC Regulation in vogue.
- 15.7 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.

- 15.8 Generally, the applicant shall be granted single connectivity. In case, more than one connectivity has been requested by the applicant, the same shall be in accordance with relevant HERC/CERC Regulation in vogue.
- 15.9 The grant of connectivity shall not create any right in favour of the applicant on transmission/distribution system/infrastructure including bays.
- 15.10 In case of any conflict/problem, the provisions of relevant regulations shall prevail.
- 15.11 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.
- 15.12 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/charges to the STU/Distribution Licensee/Transmission Licensee, as the case may be as per HERC Open Access Regulation, 2012 as amended from time to time.

16. Revision of Procedure:

The State Nodal Agency may revise/amend this procedure, as & when consider necessary in order to resolve any problem experienced during practical experience or in accordance with the HERC Green Energy Open Access Regulation, 2023, with prior approval of Hon'ble HERC.

17. Appeals:

Appeals against an order of the State Nodal Agency, shall lie before the Commission.

18. Indemnification

The applicant shall keep each of the SLDCs/RLDCs/NLDC/STUs/CTU indemnified at all times and shall undertake to indemnify, defend and save the SLDCs/RLDCs/NLDC/ STUs/CTU 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 transactions.

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 of drawl	
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	In case of Generation Station or captive generating plant I. Name of the Promoter	

	II. Generation Capacity III. Location of the Generation plant IV. No. of units & Capacity of each unit V. Type of Fuel VI. Base load station of peaking load station VII. If peaking load than what is the estimated hours of running VIII. If it is hydro plant than whether it is – run of the/reservoir/multipurpose/pump storage IX. MU generation in an year in case of hydro plant X. Specify the step up generation voltage 220 kV or any other voltage XI. Whether it is identified project of CEA XII. Is it a captive power plant yes/no. If yes, details of utilization 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:

On Non Judicial Stamp Paper of Rs.10

AFFIDAVIT IN SUPPORT OF APPLICATION FOR CONNECTIVITY or OPEN ACCESS

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 CERC/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/Open Access along with necessary documents are true and correct and nothing material has been concealed thereof.
4. I am aware that if at any stage any falsity / inaccuracy / incorrectness is detected in the documents / statements, the application itself or the grant of Connectivity shall be liable for rejection or revocation (as the case may be) along with all associated consequences in this regard.
5. I also agree to indemnify and keep indemnified and harmless HVPNL and its affiliates and their respective successors and assigns from and against any and all actions, claims, proceedings, suits and judgments, damages and losses, all costs, charges and expenses relating thereto including those arising out of any false representation or breach or failure by Applicant, to comply with any Regulatory or contractual requirements.

Name of the Authorised Signatory:

Signature:

Company Stamp (mandatory):

(To be duly attested by Notary)

PROFORMA OF BANK GUARANTEE FOR CONNECTIVITY

(To be stamped in accordance with Stamp Act)

Ref.
Bank Guarantee No.
Date

To

Chief Engineer/SO & Commercial,
HVPNL, Panchkula.

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) having issued connectivity approval No..... Dated to the Customer (Name of Customer..... 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.

WHEREAS it has been agreed by the customer that in case of failure /delay to construct the project or making an exit or abandonment of its project or any other failure by CUSTOMER, HVPNL shall have the right to collect the expenditure incurred/estimated transmission charges of stranded transmission capacity for dedicated line at the rate mentioned in the Detailed Procedure as approved by the Commission, to compensate such damages or any other cost

AND WHEREAS as per the aforesaid approval, customer is required to furnish a Bank Guarantee for a sum of Rs (Rupees) as a security for fulfilling its commitments to HVPNL.

We
(Name & Address of the Bank) having its 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 assigns) do hereby guarantee and undertake to pay the HVPNL on demand any and all monies payable by the CUSTOMER to the extent of as aforesaid at any time upto ** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CUSTOMER.

Any such demand made by the HVPNL on the Bank shall be conclusive and binding not withstanding any difference between the HVPNL and the CUSTOMER 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 consent of the HVPNL and further agrees that the guarantee herein contained shall continue to be enforceable till the HVPNL discharges this guarantee.

The HVPNL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the CUSTOMER. 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 CUSTOMER, 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, in the Agreement between the HVPNL and the CUSTOMER 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 the HVPNL of 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 indulgences shown by the 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 CUSTOMER and not withstanding any security or other guarantee the HVPNL may have in relation to the CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to..... and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/s..... on whose behalf this guarantee has been given.

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)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

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 _____ 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, 2021 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 HVPN/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 be 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, 2021 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, 2021 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 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
6	400 kV	24

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:

- (a) the connection works have been completed;
- (b) the applicant has complied with its all obligations as set out in letter of connectivity/Stage-I connectivity/Stage-II connectivity letter dated _____;
- (c) the applicant has demonstrated the voice & date Communication facilities to SLDC;
- (d) the applicant has obtained necessary approvals like PTCC, Haryana Govt. Electrical Inspectorate/CEA etc., as applicable, from competent authority;
- (e) 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 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
- d) 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
- e) 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

For and on behalf of HVPNL

 Signature
 Name
 Designation
 Witness:
 1.
 2.

Signature
 Name
 Designation
 Witness:
 1.
 2.

For and on behalf of HVPNL
 Signature
 Name
 Designation
 Witness:
 1.
 2.

Procedure for grant of Green Energy Open Access



**Prepared in Compliance of Haryana Electricity
Regulatory Commission Green Energy Open
Access Regulation, 2023**

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SCOPE AND EXTENT OF APPLICATION

1. Scope and Extent of Application:

- 1.1 This procedure has been prepared in compliance to the “Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023” dated 24th April, 2023, hereinafter referred to as “Principal Regulations” or “the Regulations” & Haryana Electricity Regulatory Commission (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) with its 1st amendment issued on 03.12.2013 hereinafter referred to as “HERC Open Access Regulations”. This Procedures shall be read in conjunction with these Regulations.
- 1.2 This procedure shall be applicable for allowing connectivity and open access to electricity generated from green energy sources as defined under clause (i) of “Principal Regulation”, including the energy from non-fossil fuel based Waste-to-Energy plant, notwithstanding anything to the contrary containing in any other regulations, for the time being in force for use of Intra-State Transmission System (In-STS) or distribution system or both including when such system is used in conjunction with Inter-State Transmission System (ISTS).
Provided that a generating station, including captive generating plant, or a consumer / person shall not be eligible to apply for long term or medium term or short-term open access unless he has the connectivity or he applies for connectivity to the intra-State transmission or distribution system as the case maybe.
Provided further that a person may apply for connectivity as well as long term or medium term or short-term open access simultaneously.
Provided that other conditions of grant of connectivity and open access in respect of green energy generation, purchase and consumption, to which no express provision has been made in the “Principal Regulations”, shall be in accordance with the provisions of HERC Forecasting, Scheduling and Deviation Settlement for Solar and Wind Generation Regulations, 2019, Haryana Electricity Regulatory Commission (Terms and conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 and Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, as amended from time to time.
- 1.3 This procedure covers guidelines, terms and conditions and application formats for submission of application by the eligible applicants through GOAR Portal for availing connectivity & Open Access as per Para 1.2 above.
- 1.4 This procedure 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.

1.5 The procedures along with requisite formats as described herein, shall also be made available on HVPNL website.

1.6 All information related to approvals, rejections, revisions, curtailment etc. shall be made available to the respective market participants through the web-based portal for Green Energy Open Access which shall act as a central registry.

1.7 This procedure shall come into force from the date of approval of the Commission.

2. Definitions: In these regulations, unless the context otherwise, requires:

- i) "Act" means the Electricity Act, 2003 as amended from time to time;
- ii) "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;
- iii) "Banking" means the surplus green energy injected in the grid and credited with the distribution licensee energy by the Green Energy Open Access consumers and that shall be drawn along with charges to compensate additional costs if any
- iv) "Beneficiary" in relation to transmission system means the person who has availed of the transmission system on payment of transmission charges as determined by the Commission under relevant regulations. This includes a distribution licensee, a transmission licensee, a person who has setup a captive power plant or a generating company including merchant power plant or a consumer availing long-term or medium-term open access utilizing such transmission system. Short-term open access consumers will not be treated as beneficiaries;
- v) "Billing Cycle" shall have the same meaning as has been specified under the Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014, as amended from time to time.
- vi) "CERC" means the Central Electricity Regulatory Commission;
- vii) "Commission" means the Haryana Electricity Regulatory Commission (HERC);
- viii) "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;

- ix) “Connectivity” means the state of getting connected to the Intra-State transmission and or Distribution system;
- x) “Consumer” shall carry the same meaning as in the Act, but shall be restricted to such consumers within the State of Haryana to whom this procedure shall apply;
- xi) “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;
- xii) “Deviation” in a time-block for a Seller means its total actual injection minus its total scheduled generation and for a Buyer means its total actual drawl minus its total scheduled drawl, and shall form part of the State Energy Accounts to be prepared by SLDC.
- xiii) ““Deviation Settlement Mechanism”” shall mean and include the framework for energy accounting, Deviation Accounting, Rules for pricing of Deviation(s) payable and receivable by State Entities and other design parameters as specified under CERC/HERC Deviation Regulations, as the case may be.
- xiv) “Day” means a working day starting at 00.00 hours and ending at 24.00 hours;
- xv) “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 years, 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.
- xvi) “Fossil Fuel” means the fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in thermal generating station for generating electricity;
- xvii) “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
- xviii) “Green energy” means the electrical energy from renewable sources of energy including hydro and storage (if the storage uses renewable energy) or any other technology as may be notified by the Government of India from time to time and shall also include any mechanism that utilizes green energy to replace fossil fuels including production of green hydrogen or green ammonia as may be determined by the Central Government.
- xix) “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;

- xx) “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.
- xxi) “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;
- xxii) “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 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;
- xxiii) “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.
- xxiv) “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;
- xxv) “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.
- xxvi) “Month” means a calendar month as per the Gregorian calendar;
- xxvii) “Nodal agency” means the nodal agency referred to in this procedure;
- xxviii) “Obligated Entity” means the entities mandated to fulfil Renewable Purchase Obligation, which includes distribution licensee, captive user, and open access consumer, as specified under Haryana Electricity Regulatory Commission (Termsand Conditions for determination

of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, as amended from time to time.

- xxix) "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;
- xxx) "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;
- xxxi) "Rules" shall mean the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022;
- xxxii) "Short Term Open Access" means open access for a period up to one (1) month at a time;
- xxxiii) "SLDC" means State Load Despatch Centre established under section 31 of the Act.
- xxxiv) "Standby charges" means the charges applicable to green energy open access consumers against the standby arrangement provided by the distribution licensee, in case such green energy open access consumer is unable to procure/schedule power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission systems and the like;
- xxxv) "State" means the State of Haryana;
- xxxvi) "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;
- xxxvii) "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;
- xxxviii) "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;
- xxxix) "Year" means the Gregorian year;

The words and expressions used and not defined herein but defined in the Act shall have the meanings respectively assigned to them in the Act. The other expressions used herein but not specifically defined in the regulations or in the Act but defined under Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or any other Regulation in vogue, shall have the meanings assigned to them respectively in the Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or any other relevant Regulations in vogue, provided that such definitions are not inconsistent with the provisions of the Electricity Act,

2003;

3. Nodal Agencies:

- i. Grid Controller of India Ltd. (formerly POSOCO) is Central Nodal Agency (CNA) to set up and operate a single window green energy open access system for renewable energy by Central Government;
- ii. SLDC Haryana is the State Nodal Agency for grant of green energy open access on Intra-State Transmission System or Distribution System for short term (up to a month);
- iii. State Transmission Utility (STU) is the State Nodal Agency for grant of Green Energy Open Access on Intra-State Transmission System or Distribution System, for Medium Term (one month to three years) and Long Term (more than three years).
- iv. STU shall be the Nodal Agency for grant of connectivity on Intra-State Transmission System or Distribution System, only when connectivity has been sought for the purpose of Open Access under the “Principal Regulations”.
- v. Haryana new & Renewable Energy Department/HAREDA shall be the Nodal Agency for registration of the project based on Renewable/Green Energy Source.

4. Roles and Responsibility:

4.1 Role of Central Nodal Agency (CNA):

- i. CNA shall operate and maintain the Green Energy Open Access (GOAR) portal.
- ii. CNA shall facilitate exchange of information with the respective nodal agencies, as designated by the Appropriate Commission for grant of Green Energy Open Access.
- iii. CNA shall facilitate the registrations of grid connected entities, trading licensees and Power Exchanges, intending to avail Green Energy Open Access through the portal.
- iv. Provided further that, if the concerned grid connected entity or Power Exchanges or trading licensees are already registered on NOAR, they shall not be required to register again on GOAR portal.

4.2 Role of SLDC:

- i. The concerned SLDC shall process the registrations of intra state utilities intending to avail interstate or intra state Green Energy Open Access.
- ii. The nodal agency shall process bilateral short term Green Energy Open Access applications at intra state level and update the same in the Green Energy Open Access portal.
- iii. The Concerned SLDC shall process the registration and the bilateral short term Green Energy Open Access applications in accordance with the Green Energy Open Access 2022 and the extant HERC Regulations and procedures thereunder.
- iv. All the information pertaining to registration and processing of application shall be updated on the Green Energy Open Access Portal.

4.3 Role of STU:

- i. The CNA shall exchange the registration information with the STU in respect of the registered participants at GOAR Portal.
- ii. STU shall collect additional information, if any after the registrations of grid connected intra state entities intending to avail intra state Green Energy Open Access under long term and medium-term open access, while processing the application.
- iii. The nodal agency shall process all bilateral long term and medium-term Green Energy Open Access applications at intra state level and update the same in the Green Energy Open Access portal.
- iv. The concerned STU shall process the registration and the Long Term/Medium Term Green Energy Open Access applications in accordance with the Green Energy Open Access rules and the extant SERC Regulations and procedures thereunder.

4.4 Role of DISCOMS/Distribution Licensee:

- i. The concerned DISCOM/Distribution Licensee shall facilitate non-discriminatory open access to its embedded entities as per extant Rules and Regulations by Appropriate Commission (CERC/HERC).
- ii. While seeking Green Energy Open Access by embedded entities, DISCOMs shall process clearances and send to the nodal agency within the stipulated time period of the state as per extant Regulations (CERC/HERC).

PROCEDURE FOR GRANT OF CONNECTIVITY

Connectivity: In case of new Intra-state entity, prior to making an application for registration on the GOAR portal, it shall obtain connectivity approval from the Nodal Agency for connection to the state grid (intra-state) as per the HERC (Green Energy Open Access) Regulation 2023 as amended from time to time.

5. Eligibility for grant of Connectivity:

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

The connectivity shall generally 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.	Up to 5 MW	11 kV
2.	More than 5 MW and up to 20 MW	33 kV

3.	More than 5 MW and up to 60 MW	66 kV (where 33 kV system is not available)
4.	More than 20 MW and up to 70 MW	132 kV
5.	More than 70 MW and up to 200 MW	220 kV
6.	More than 200 MW	400 kV

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 fulfilment to the technical requirement as per the Grid Code or specified by the Commission.

Further, in case of the consumer or a generating station already connected 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.

6. Application for Connectivity

6.1 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-C** on duly notarized affidavit **Annexure-D**.

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.

6.2 Application fee:

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 Distribution System for the purpose of Open Access shall be accompanied by a non-refundable fee of Rs. One (1) Lac.

6.3 The application fee is to be deposited to HVPNL account electronically through RTGS/NEFT 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.

6.4 In case of, Generating Power Projects based on Renewable/Green Energy Source, the applicant shall get its Project registered with Haryana New & Renewable Energy Department/HAREDA being Nodal Agency for Renewable/Green Energy Sources as per applicable HERC Regulations/Haryana Govt. rules. The applicant, while submitting the application for connectivity shall mentioned the registration no. of its project on the application along with attachment of registration certificate.

6.5 In case of Generating Power Projects for captive use, the applicant shall submit requisite documents to respective DISCOM for ascertaining captive status as per Instant Act / Electricity Rule 2005 or any subsequent amendment/rules. The respective DISCOMs shall check & ascertain the status of project either captive or not as per instant Act/Rules/Regulations. The applicant, while submitting the application for connectivity shall mentioned the status of generating project in the application along with attachment of status report.

Note:

The status of captive user shall be ascertained by the respective DISCOMs 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 fail to prove its captive status.

6.6 The application shall be processed on first come first serve basis.

7. Documents to be attached with the application for grant of connectivity:

- a) The applicant shall mention voltage level of connectivity & Geographical location of its Project site, Maximum quantum of power to be interchanged with the system, without specifying the substation from which it is to be connected along with requisite fee. Applicant shall categorically mention in its application that the evacuation system shall be created through self-execution or to be created by HVPNL/DISCOM as deposit work (including the compensation for arranging RoW, if any).
- b) Bank generated proof of payment of application fee;
- c) Duly notarized affidavit;
- d) In case of a Company, Board Resolution authorizing a designated person for filing of application for grant of Connectivity as per **Annexure-E**.
- e) In case of a project based on Renewable/Green Energy, Registration/NOC of project issued by Haryana New & Renewable Energy Department/HAREDA;

- f) In case of Captive Power Plants (CPPs), documentary proof/certificate issued by respective DISCOM w.r.t. captive status, in line with Electricity Act, 2003 & Electricity Rules, 2005, duly ascertained/verified by respective DISCOMs.
- g) In case of Third party Sale/Purchase of power, copy of the Power Purchase Agreement (PPA) executed.
- h) In case of generating projects based on Renewable/Green Energy (other than those having PPA with Haryana DISCOMs/HPPC), Bank Guarantee of Rs. 10 lakh/ MW as per **Annexure-G** for the capacity for which Connectivity has been sought by the applicant.

8. Submission of application:

8.1 On receipt of complete application, STU shall in consultation and 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 along with the provisions of CEA (Technical Standards for connectivity to the Grid), Regulation, 2007 and Indian Electricity Grid Code/Haryana Grid Code.

8.2 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 two days of receipt of application. The applicant shall rectify the deficiency within one week thereafter. In such cases, the application shall be considered as valid application only on the date on which the complete application has been received, after removing the deficiency or rectifying the defects or submission of requisite documents/information, as the case may be.

8.3 An incomplete application and/or an application not found to be in conformity with this procedure/guidelines or Regulations, shall liable to be rejected as per procedure mentioned hereunder.

8.4 If the applicant does not respond or fails to supply the complete application or requisite information within seven days of issue of letter by Nodal Agency, a notice shall be served to the applicant giving time period of 15 days, failing which the application shall be rejected and application fee shall be forfeited. The reasons for rejection shall be communicated to the applicant.

8.5 Processing of application:

- a) On receipt of complete application as per **Annexure C**, Chief Engineer/SO&C, HVPNL Panchkula, within three days, shall forward the case to following office for examining the technical feasibility:
 - i. Planning Wing of HVPNL in case connectivity has been sought on Intra-State Transmission System.
 - ii. PD&C Wing of respective DISCOM i.e., UHBVN & DHBVN, in case connectivity has been sought on distribution system.

- b) In case any other technical information/data is required from the applicant for evaluation of its application for grant of connectivity, the same shall be sought by respective CE/PD & C of HVPNL/DISCOM from the applicant directly under intimation to CE/SO & Comml., HVPNL. The applicant shall submit the requisite data/information to concerned office within 7 days. If the applicant does not respond or fails to supply requisite information within 7 days, a notice shall be served to the applicant giving time period of 15 days, failing which the application shall be rejected and application fee shall be forfeited. The reasons for rejection shall be communicated to the applicant.
- c) The comments of SLDC may also be sought, if required, in accordance with the Regulation-6 (4) of HERC Open Access Regulation, 2012.
- d) The Planning/PD&C wing of respective HVPNL/DISCOM shall carry out load flow study (if any in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC/Haryana Grid Code) along with requirement of augmentation to the existing transmission system for enabling transfer of power.
- e) Planning wing of HVPNL or PD&C wing of DISCOMs shall decide the case within 15 days of receipt of application, duly approved by Whole Time Directors (WTDs) of respective Utilities and submit the technical feasibility to the CE/SO&C, HVPNL, Panchkula.
- f) After receipt of technical feasibility report as per Sr. no. e above, the case for connectivity shall be processed for approval/rejection of Whole Times Director of HVPNL. HVPNL within 10 days, shall: -
 - i. accept the application with such modification or such conditions as may be stipulated by other agencies which are consistent 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.

- g) In case of acceptance of connectivity, the HVPNL shall make a formal connectivity offer and the copy of "Connectivity Offer" will be forwarded to concerned department/wings as the case may be.
- h) Within 10 days from the date of receipt of "Connectivity Offer", the applicant may either accept the offer or may seek clarification/change. In case, the applicant has not sought any clarification/change within 10 days, the "Connectivity Offer" of HVPNL shall deemed to be accepted by the applicant.

- i) In case some clarification/changes 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.

- j) 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.

9. Connection Agreement:

- a) The applicant shall be eligible to be connected to the intra-State transmission system and or distribution system as the case may be from the date mentioned in the connection agreement.
- b) The applicant shall submit duly signed Connection Agreement as per **Annexure-I** within 45 days from date of issuance of connectivity for execution with HVPNL/DISCOMs as the case may be. In case connectivity has been granted to the intra-State transmission system of an intra-State transmission licensee other than the STU, a tripartite agreement shall be signed between the applicant, the STU, the respective DISCOM and such intra-State transmission licensee. 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.
- c) In case, the applicant fails to submit the signed copy of Connection Agreement within stipulated time period without seeking extension, a notice shall be issued to the applicant giving time period of 15 days, failing which the "Connectivity" shall be cancelled with the approval of WTDs, HVPNL and Bank Guarantee shall be encashed by the Nodal Agency.

10. Cost of dedicated line and or bay:

- a) The construction of bay at transmission or distribution licensee sub-station and transmission or distribution line shall be governed as per provisions of applicable Regulation of HERC/Guidelines of respective Nigam/provisions of PPA etc.
- b) The construction of a dedicated transmission line shall not be construed as augmentation of transmission system for the purpose of this regulation.
- c) In case a dedicated line and or bay in the transmission system or distribution system is to be created by applicant under self-execution:
 - i) The nodal agency within 30 days, shall inform the applicant about estimated cost, the timeframe for completion of the dedicated line and the broad design features.

- ii) The work shall be executed by the applicant under supervision/monitoring of respective construction wing of HVPNL/DISCOM.
- iii) Tentative time lines for completion of transmission or distribution work shall be regulated 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
6.	400 kV	24

Note:-

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

- iv) In case of non-commencement of work or non-execution of project within stipulated time period without seeking extension, HVPNL shall reserves the right to cancel connectivity granted to the applicant as per regulation/procedure.

11. Technical standards for getting connectivity:

11.1 Prior to an applicant is connected to the state transmission system, the applicant shall comply with the provisions of the relevant Regulation of CEA/CERC/HERC governing technical standards for connectivity to the grid.

11.2 After getting connectivity approval from nodal agency, prior to installation of metering and protection equipments of the connection, the applicant shall get its metering and protection diagram/Single Line Diagram approved/consented from the HVPNL/UHBNL/DHBNL as the case may be.

11.3 ABT Metering Requirements:

- i. All open access consumers and all generating stations irrespective of capacity shall be required to provide Special Energy Meters (SEM)/Interface Energy Meters (IEM)/ABT Metering system at the interface point(s) of injection, if not already provided, and point(s) of drawl, at their own cost.
- ii. The inspection, checking, periodical testing, calibration, joint sealing, operation and maintenance, replacement of defective meter, billing in the event of meter (s) becoming defective etc. shall be done in accordance with Metering guidelines & specifications of HVPNL along with provisions of CEA (Installation and Operation of Meters) Regulations 2006, HERC (Haryana Grid Code) 2009 as amended from time to time.

11.4 Requirement of Telemetry and Communication:

The requirement of data transfer through telemetry and communication with SLDC, Haryana, shall be in accordance with the applicable HERC regulations in vogue such as HERC (Deviation Settlement Mechanism for Solar and Wind) 2019, HERC (Deviation Settlement Mechanism and related matters) 2019, HERC Grid Code 2009, HERC etc. as amended from time to time.

11.5 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.

11.6 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.

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.

11.7 Part commissioning of generating project shall not be allowed for small projects. However, in case, a number of units within a large project (≥ 25 MW) and projects having aggregate capacity of ≥ 25 MW, part commissioning may be allowed subject to the fulfilment of the technical requirements as specified by the Commission or as per the Haryana Grid Code. Provided that, in all such cases, the part commissioning shall be allowed for minimum capacity of ≥ 10 MW and part thereof.

12. Treatment of Bank Guarantee submitted against Connectivity:

12.1 The Bank Guarantee shall be issued by

- i. A Public Sector Bank or
- ii. Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above (duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement.

12.2 All costs/expenses/charges associated with the application, including bank guarantee etc. shall be borne by the applicant.

12.3 The bank guarantee shall initially be valid for one year and shall be revalidated, if required.

12.4 The Bank Guarantee shall be returned, after 1 (one) year of Commercial Operation of the Project.

12.5 The Bank Guarantee may be encashed, in case:

- i. The applicant fails to submit the signed copy of Connection Agreement within stipulated time period, a notice shall be issued to the applicant giving time period of 15 days, failing which the "Connectivity" shall be cancelled with the approval of WTDs, HVPNL and Bank Guarantee shall be encashed by the Nodal Agency.

- ii. Non-commencement of work or Non-execution of project within stipulated time period, then HVPNL shall issue a notice of 15 days to the applicant to execute the work otherwise HVPNL reserves the right to cancel.
- iii. The applicant withdraws its application after issuance of “Connectivity” and its acceptance by the applicant.
- iv. If the applicant fails to revalidate the earlier furnished BG at least 30 days prior to its expiry.

13. Time frame for disposal of application: -

Sr. No.	Description of activity	Time frame
1	Submission of Application	0 day
2	Communication of deficiency or defect in the application	1 st – 2 nd day (within 2 days)
3	Forwarding the case to Planning/PD&C wing of concerned HVPNL/DISCOMs after completion of Application (after removing deficiency/defect or submission of requisite documents)	3 rd – 5 th day (within 3 days)
4	Supply of Technical Feasibility report by Planning/PD&C wing of concerned HVPNL/DISCOMs wing to nodal agency	6 th – 20 th day (within 15 days)
5	Accept/Reject the application by Nodal Agency and issuance of Grid Connectivity	21 st – 30 th day (within 10 days)
6	Acceptance or Clarification/Change by the applicant	Within 10 days
7	Submission of Connection agreement	Within 45 days of date of issue of Connectivity

Note:- The time taken by the applicant before or during the processing of the application, shall not be accounted towards Nodal Agency. The applicant shall endeavour to supply the requisite documents/information sought by the department within the stipulated time. At any stage, If the applicant does not respond or fails to supply the complete application or requisite information within stipulated time, the application shall liable to rejected/cancelled as per the procedure.

14. Other General Conditions:

- 14.1 The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains Long Term Open Access or Medium-Term Open Access or Short-Term Open Access.
- 14.2 Grid connectivity is not transferable and it is applicable only to the applicant.
- 14.3 No change in the leading shareholder, developing the Power Project Based on Renewable/Green Energy Source shall be permitted from the date of submission of the application and till one year of execution of the project. This shall not be applicable to the Power Projects developed by the Public Limited Companies. Thereafter, any change may be undertaken only with information to Renewable Energy Department/HAREDA or HVPNL, as the case may be.
- 14.4 All costs/expenses/charges associated with the application shall be borne by the applicant
- 14.5 The applicant shall ensure that its unscheduled interchange with the grid is only limited to inadvertent changes only and does not cause any transmission constraints.
- 14.6 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 reduce such interchange, would be in accordance to the HERC/CERC Regulation in vogue.
- 14.7 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.
- 14.8 Generally, the applicant shall be granted single connectivity. In case, more than one connectivity has been requested by the applicant, the same shall be in accordance with relevant HERC/CERC Regulation in vogue.
- 14.9 The grant of connectivity shall not create any right in favour of the applicant on transmission/distribution system/infrastructure including bays.
- 14.10 In case of any conflict/problem, the provisions of relevant regulations shall prevail.
- 14.11 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.
- 14.12 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/charges to the STU/Distribution Licensee/Transmission Licensee, as the case may be as per HERC Open Access Regulation, 2012 as amended from time to time.

REGISTRATION ON GREEN ENERGY OPEN ACCESS PORTAL (GOAR)

Once the connectivity has been obtained by the applicant, an application for registration shall be made on GOAR Portal.

15. REGISTRATION:

- 15.1 Any entity who intends to avail Green Energy Open Access shall first get registered in the GOAR portal as per procedure defined by GRID-INDIA (formerly POSOCO)
- 15.2 In case of a regional entity, the application for registration will be processed by concerned RLDC. Concerned RLDC shall process the applications of Regional Entities within 7 working days for new applications and within 3 working days for renewal of registration through the portal.
- 15.3 In case of an intra-state entity, the application shall be processed by the concerned SLDC.
- 15.4 After the receipt of application for registration, respective nodal agency, as the case may be, shall conduct a preliminary scrutiny to ensure application is complete in all respects. In case of any discrepancy / short coming / requirement of any further information, the concerned nodal agency shall intimate the applicant through the portal for rectification of the deficiency within a period of 2 working days. In case the applicant does not respond within a period of 2 working days with the required details to the concerned nodal agency, the registration request shall be rejected.
- 15.5 Concerned SLDC shall process and recommend the application of Intra-State entity within 5 working days for new applications within 2 working days for renewal of registration through the GOAR Portal.
- 15.6 RLDC shall process the applications for registration for Green Energy Open Access customer within 2 working days as per recommendation of SLDC for new registration and within 1 working day for renewal of registration through Portal.
- 15.7 If the SLDC, has not communicated any deficiency or refusal of registration, after receipt of application complete in all respects within the specified period of five (5) working days for new applications and two (2) working days for renewal or, from the date of receipt of the application, as the case may be, then the registration will automatically forwarded to respective RLDC for review and processing.
- 15.8 The open access customer shall ensure that all details are correct, failing which, the registration may be cancelled/denied by the concerned nodal agency.
- 15.9 The registration shall be valid for a period of 3 years and shall be renewed thereafter shall be renewed for a period of 3 years and concerned entity shall initiate the process of renewal of registration at least 1 month in advance, to avoid any discontinuity.
- 15.10 In case of any change in the information provided by the applicant it shall be incumbent upon the applicant to update the information in the portal.

PROCEDURE FOR GRANT OF OPEN ACCESS

16. **Mandatory Requirements:**

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

A. Eligibility criteria for Green Energy Open Access:

- (1) The consumers who have contracted demand or sanctioned load of hundred kW (100 kW) and above shall be eligible to take power through Green Energy Open Access and there shall be no limit of supply of power for the captive consumers taking power under Green Energy Open Access.

Provided that such open access shall be for a minimum twelve-time blocks of 15 minutes time interval during a day, for which the consumer shall not change the quantum of power consumed through open access.

Provided further that all applications for open access of green energy shall be allowed by the State Nodal Agency within a period of thirty days.

Provided further that such consumer of a distribution licensee shall be entitled for seeking open access provided he is connected through an independent feeder emanating from a grid sub-station.

- (2) In case of more than one such consumer on such independent feeder, the following condition shall apply: -

A group of two or more consumers of a distribution licensee having a contracted demand or sanctioned load of hundred kW and above 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 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 prescribed by the Commission in the Haryana Electricity Regulatory Commission (Single Point Supply to Employers' Colonies, Group Housing Societies and Residential or Commercial cum Residential Complexes of Developers) Regulations, 2013, as amended from time to time.

Provided further that the consumers of a distribution licensee with contract demand of 100 KW 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.

Provided further that such consumers, 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.

Provided further that the green energy open access consumer shall restrict the sum of his total drawl from open access and from the distribution licensee up to the total sanctioned contract demand. The maximum admissible drawl in any time block during the day for green energy open access consumer shall be the difference of sanctioned contract demand and scheduled entitlement

After checking the above eligibility requirements, the applicant shall be required to fulfill the following conditions regarding ABT metering system & communication system: -

B. ABT Metering Requirements:

- i. All open access consumers and all generating stations irrespective of capacity shall be required to provide Special Energy Meters (SEM)/Interface Energy Meters (IEM)/ABT Metering system at the interface point(s) of injection, if not already provided, and point(s) of drawl, at their own cost.
- ii. The inspection, checking, periodical testing, calibration, joint sealing, operation and maintenance, replacement of defective meter, billing in the event of meter (s) becoming defective etc. shall be done in accordance with Metering guidelines & specifications of HVPNL along with provisions of CEA (Installation and Operation of Meters) Regulations 2006, HERC (Haryana Grid Code) 2009 as amended from time to time.

C. Requirement of Telemetry and Communication:

The requirement of data transfer through telemetry and communication with SLDC, Haryana, shall be in accordance with the applicable HERC regulations in vogue such

as HERC (Deviation Settlement Mechanism for Solar and Wind) 2019, HERC (Deviation Settlement Mechanism and related matters) 2019, HERC Grid Code 2009, HERC etc. as amended from time to time.

17. Submission of Application for availing Green Energy Open Access:

- 17.1 An application for availing Green Energy Open Access can be made through the portal only by the registered entities.
- 17.2 The application for availing Green Energy Open Access shall furnish the details as per Format as applicable.
- 17.3 The State Nodal Agency shall, by an order in writing, approve the applications for the Green Energy Open Access within a period of thirty days from the date of receipt of complete application for connectivity/open access, failing which it shall be deemed to have been approved subject to the fulfilment of the technical requirements as specified by the Commission:
- 17.4 The order of processing of applications for Green Energy Open Access shall be first in first out.
- 17.5 The Short term and medium-term open access shall be allowed, if there is sufficient spare capacity available in the transmission system without any augmentation whereas for long term open access, the transmission system may be augmented if required.
Provided that priority shall be given to long term in the existing system if spare capacity is available and further, open access for non-fossil fuel sources shall be given priority over the open access from the fossil fuel.

Explanation:

For the purposes of this rule, the expression ‘Fossil Fuel’ includes the fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in Thermal Generating Station for generating electricity.

- 17.6 On receipt of complete application, STU shall in consultation and 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 along with the provisions of CEA (Technical Standards for connectivity to the Grid), Regulation, 2007 and Indian Electricity Grid Code/Haryana Grid Code.

18. Documents to be attached with the application for Open Access:

- a) Bank generated UTR number as proof of payment of application fee into the account of Sr. Accounts Officer/Tariff, HVPNL, Panchkula through RTGS/NEFT.
- i. application fee for STOA is Rs 5000 + GST @18 % i.e., 5900/- (Rupee Five Thousand Nine Hundred only)
- ii. application fee for MTOA/LTOA is Rs 200000 + GST @18 % i.e., 236000/- (Rupee Two lacs Thirty-Six Thousand only)

- b) The application for MTOA/LTOA shall be accompanied by a Bank Guarantee of Rs 2,00,000/- besides the specified application fee. The Bank Guarantee shall be in favour of the nodal agency on the format (**Annexure-H**)
- c) In case of Generators/ non-consumers of distribution licensee, copy of approval with respect to connectivity issued by the Nodal Agency.
- d) In case of consumer of DISCOMs, copy of latest energy bill issued by distribution licensee, showing Account No, sanctioned Load and Contract Demand (CD).
- e) 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.
- f) In case of a project based on Renewable/Green Energy, Registration/NOC of project issued by Haryana New & Renewable Energy Department/HAREDA.
- g) In case of Captive Power Plants (CPPs), documentary proof/certificate issued by respective DISCOM w.r.t. captive status, in line with Electricity Act, 2003 & Electricity Rules, 2005, duly ascertained/verified by respective DISCOMs.
- h) Single Line Diagram showing connectivity with the grid S/Stn. which includes details of metering and protection equipments installed/to be installed at both ends, duly consented/approved by HVPNL/DISCOM as the case may be.
- i) 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-E**).
- j) In case of Independent Power Producer, Copy of PPA or Sale-purchase agreement of Power.
- k) 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.
- l) Copy of stay granted by the competent authority, if any, in case of disputes regarding outstanding dues pending with any Forum or Court.
- m) Undertakings by the applicant as per **Annexure-B**
- n) Undertaking/ Affidavit for Acceptance of Terms & Conditions as per **Annexure-F**

19. Processing of applications:

- 19.1 On receipt of an application, the State Nodal Agency shall check, whether the application is complete or not and fulfils the requisite mandatory requirement(s) for grant of STOA/MTOA/LTOA, as the case may be.
- 19.2 In case, necessary infrastructure required for ABT metering and time block accounting has not been installed, Superintending Engineer of concerned Operation/TS wing, as the case may be, shall supply feasibility report for installation of ABT metering system. After receipt of feasibility report from field office, the applicant is required to get ABT metering system installed as per HVPNL specification and supply the joint testing report, meter data to the nodal office for verification of the same.
- 19.3 In case of incomplete or defective application, within 2 days of receipt of application, STU shall communicate the deficiency or defect to the applicant by e-mail, or any other usually recognized mode of communication. The applicant shall rectify the deficiency within one week thereafter.
- 19.4 The application shall be considered as valid application only on the date on which the complete application has been received after fulfilling the mandatory conditions or after removing the deficiency or rectifying the defects or submission of requisite documents/information, as the case may be.
- 19.5 An incomplete application and/or an application not found to be in conformity with this procedure/guidelines or Regulations, shall liable to be rejected as per procedure mentioned hereunder.
- 19.6 If the applicant does not respond or fails to supply the complete application or requisite information within seven days of issue of letter by Nodal Agency, a notice shall be served to the applicant giving time period of 15 days, failing which the application shall be rejected and application fee shall be forfeited. The reasons for rejection shall be communicated to the applicant.
- 19.7 On receipt of complete application, within three days, the State Nodal Agency shall forward one set of application to the following office, seeking consent from the nodal office of the Distribution Licensee:
- a) Superintending Engineer/ SO, UHBVN, 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:
- (i) 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;

- (ii) For grant of consent pertaining to use of standby/ start up power by the open access applicants as per provisions of Open Access Regulations.
- (iii) Applicable Open access Charges payable by the applicant to concerned DISCOM as the case may be. Any change in the charges at later stage or any addition or removal of the charges shall be communicated by respective DISCOM (O/o SE/Commercial UHBVNL or DHBVNL or any other office authorised by DISCOM) to the Nodal agency as and when required.

Respective Superintending Engineer/ SO shall communicate any deficiency or defect in the application or refusal or consent within 15 days, to Nodal Agency.

Note: - In case the distribution licensee (UHBVNL & DHBVNL) 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.

- 19.8 The nodal agency shall carry out requisite study (if any in accordance with the provisions of the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and IEGC/ Haryana Grid Code), whether any augmentation is required on existing intra-State transmission system or distribution system for allowing LTOA to the applicant.
- 19.9 Priority of processing of applications shall be given to long term in the existing system if spare capacity is available and further, open access for non-fossil fuel sources shall be given priority over the open access from the fossil fuel by CTU/STU as the case may be.
- 19.10 After receipt of consent from State DISCOMs and thereafter subsequent to the decision by the nodal agency (STU), within 10 days, the approval for grant of the STOA/MTOA/LTOA shall be conveyed by the nodal agency to the Applicant/ Customer with a copy to SLDC and concerned field office of distribution /transmission licensee.
- 19.11 While granting long-term open access, the nodal agency shall specify the intra-State transmission system or distribution system that would be required to provide long-term open access.
- 19.12 While granting STOA/MTOA/LTOA, the nodal agency shall communicate to the applicant, the date from which open access shall be granted and an estimate of the applicable open access charges including additional charges, prices and methodology of applicability of charges specified by the Commission from time to time.
- 19.13 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.
- 19.14 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.

- 19.15 HVPNL /DISCOMs/ SLDC reserves the right to deny open access to customers or withdraw it any time in case of any default or not fulfilling of any of the eligibility conditions like viz. a viz. 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.
- Note:** The Distribution Licensee (UHBVN & DHBVN) may withdraw its consent given to STU anytime, in case of any violations in the mandatory/eligibility requirements of the OA customer, which shall be duly intimated to HVPNL by UHBVN & DHBVN.

20. MTOA/ LTOA agreement:

- 20.1 The applicant shall be eligible to transfer power through intra-State transmission system and or distribution system as the case may be from the date mentioned in the MTOA/LTOA agreement
- 20.2 After grant of MTOA/LTOA, the applicant shall sign an MTOA/LTOA agreement for Medium-Term/ Long-Term Open Access with the concerned licensees within 90 days as per **Annexure-J:**
- (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.
- 20.3 The long-term/medium term open access agreement 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 Letter of Credit (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.
- 20.4 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 HERC Open Access Regulation.
- 20.5 In case, the applicant fails to submit the signed copy of MTOA/LTOA Agreement within stipulated time period, a notice shall be issued to the applicant giving time period of 15 days, failing which the “MTOA/LTOA” shall be cancelled with the approval of WTDs, HVPNL and “Bank Guarantee” shall be encashed by the Nodal Agency.

21. Application Processing Time for STOA/ MTOA/ LTOA:

Sr. No.	Description of activity	Time frame
1	Submission of application	0 day
2	Communication of deficiency or defect in the application	1 st – 2 nd day (within 2 days)
3	After completion of Application, forwarding the case to concerned DISCOMs for consent (complete in all respects, after removing deficiency/defect or submission of requisite documents)	3 rd – 5 th day (within 3 days)
4	Supply of consent by DISCOM to nodal agency	6 th – 20 th day (within 15 days)
5	Accept/Reject the application by nodal agency	21 st – 30 th day (within 10 days)
6	Acceptance or Clarification/Change by the applicant	Within 10 days
7	Submission of LTOA agreement	Within 90 days

Note:- The time taken by the applicant before or during the processing of the application, shall not be accounted towards Nodal Agency. The applicant shall endeavour to supply the requisite documents/information sought by the department within the stipulated time. At any stage, If the applicant does not respond or fails to supply the complete application or requisite information within stipulated time, the application shall liable to rejected/cancelled as per the procedure.

22. Treatment of Bank Guarantee against LTOA:

22.1 The Bank Guarantee shall be issued by

- i. A Public Sector Bank or
- ii. Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above (duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement.

22.2 All costs/expenses/charges associated with the application, including bank guarantee etc. shall be borne by the applicant.

22.3 The bank guarantee shall initially be valid for one year and shall be revalidated, if required.

22.4 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.

- 22.5 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.
- 22.6 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 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.

23. Extension and Relinquish of MTOA/LTOA:

- 23.1 A MTOA/LTOA consumer may relinquish the open access rights fully or partly before the expiry of the full term by making payment of compensation as per HERC Open Access regulations.
- 23.2 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.
- 23.3 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.

24. Payment Security Mechanism:

In case of long-term open access and medium-term open access, the open access consumer (if not a consumer of Distribution Licensee) 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 up to 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 drawl 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 drawl 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 drawl.
- 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 Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023 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.

25. Curtailment Priority:

In case due to constraints in the transmission system or distribution system, the curtailment priority shall be as follows:

- a. Short term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer.
- b. Medium term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer.
- c. Long term open access consumer other than Green Energy Open Access customer shall be curtailed first followed by Green Energy Open Access consumer.

Note:- Non-Evacuation Of Power Due To Non-Availability Of Transmission/Distribution System Or Unscheduled Load Shedding

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.

BANKING

26. Banking:

- 26.1 RE based captive generating plants, in which not less than twenty six per cent of the ownership is held by a single captive user, may bank power, up to contract demand for captive/own use on payment of the banking charges along with the transmission and distribution losses (Technical loss) for availing the open access on the transmission or distribution network of the licensees for banking and drawl of banked power from the Discoms after entering into the banking agreement with the Discoms concerned at the terms and condition specified as under:
- 26.2 The energy banked shall not be permitted to be carried forwarded to next billing cycle. The banked power shall be utilized within the same billing cycle failing which the unutilized energy at the end of the billing cycle shall lapse, and no compensation whatsoever shall be claimed/ paid for such lapsed banked energy and the renewable energy generating station shall be entitled to get renewable energy certificates to the extent of the lapsed banked energy.
- 26.3 Banking shall be permitted on a billing cycle basis on payment of charges in kind @ 8% of the energy banked.
- 26.4 The permitted quantum of banked energy by the Green Energy Open Access consumers shall be up to thirty percent of the total monthly consumption of electricity from the distribution licensee by the consumers.
- 26.5 The banking shall be allowed throughout the billing cycle; however, the drawl of banked power shall not be allowed during the peak load hours as mentioned in the ToD tariff approved by the Commission.

- 26.6 The RE power shall be adjusted on a first charge basis in order of consumption of energy by a consumer. The banking will be counted on daily basis for the purpose of monthly account.
- 26.7 Settlement of wheeled energy at consumer end shall be in the following order of priority:
- a) RE generation after deduction of losses.
 - b) Captive Power
 - c) Banked Energy
 - d) Open Access Power through Exchange / Bi-lateral transactions
 - e) Discom power
- 26.8 The banking of power shall be carried out by DISCOM and the energy accounts of all banking transactions (Inter or Intra) shall be maintained by respective DISCOM. DISCOM shall supply the energy accounts of all banking transactions on weekly basis to SLDC Haryana.

CHARGES FOR GREEN ENERGY OPEN ACCESS

27. Charges to be levied for Open Access:

- 27.1 The charges to be levied on Green Energy Open Access consumers shall be as follows: -
- a) Transmission charges;
 - b) Wheeling charges;
 - c) Cross subsidy Surcharge;
 - d) Standby charges wherever applicable;
 - e) Banking charges; and
 - f) Application fees/SLDC fees/Charges, scheduling charges, deviation settlement charges and reactive energy charges.
- 27.2 The Transmission, wheeling and cross-subsidy surcharge charges shall be applicable on the tariff as approved by Hon'ble Commission while determining the Annual Aggregate Requirement of HVPNL/UHBVNL/DHBVNL for the respective financial year in line with HERC (Terms and Conditions for Determination of Tariff for Generation, Transmission, Wheeling and Distribution & Retail Supply under Multi Year Tariff Framework) Regulations, 2019 as amended from time to time.
- Further, as far as scheduling and deviation mechanism is concerned, the same shall be governed by the separate regulations i.e. DSM & Open Access regulations 2012, as amended from time to time.
- 27.3 The Cross-subsidy surcharge shall be as per the provisions of the Electricity Act, 2003 and National Tariff Policy notified by the Central Government under the Act.

Provided that the cross-subsidy surcharge for Green Energy Open Access Consumer purchasing green energy, from a generating plant using renewable energy sources, shall not be increased, during twelve years from the date of operating of the generating plant using renewable energy sources, by more than fifty percent of the surcharge fixed for the year in which open access is granted;

Provided further that the additional surcharge shall not be applicable for Green Energy Open Access Consumers, if fixed charges are being paid by such a consumer:

Provided also that cross subsidy surcharge and additional surcharge shall not be applicable in case power produced from a non-fossil fuel-based Waste-to-Energy plant is supplied to the Open Access Consumer.

Provided also that Cross subsidy surcharge and additional surcharge shall not be applicable if green energy is utilized for production of green hydrogen and green ammonia.

Provided also that additional surcharge shall not be applicable in case electricity produced from offshore wind projects, which are commissioned up to December, 2025 and supplied to the Open Access Consumers.

27.4 The cross-subsidy surcharge payable by a consumer shall be such as to meet the current level of cross subsidy within the area of supply of the distribution licensee.

In case of RE Open Access, the consumers taking power from such RE Generator may maintain its contract demand with the distribution licensee. In such cases, the distribution licensee is obligated to supply power to such consumer under universal service obligations and open access customer shall continue paying fixed charges to the distribution licensee.

27.5 **Standby Charges:**

The standby charges, in such cases, shall be 125% of the energy charges applicable to consumer tariff category, and such charges shall not be applicable if the Green Energy Open Access Consumers have given notice in writing, in advance at least a day in advance before closure time of the Day Ahead Market on D – (minus) day; “D” being the day of delivery of power for standby arrangement to the distribution licensee.

27.6 **Reactive Energy Charges:**

The Green Energy Open Access consumer shall pay for reactive energy in accordance with provisions of the State Grid Code notified by the Commission. In absence of the aforesaid regulation of the Commission or rates to be specified by the Commission, the rates specified in CERC (Indian Electricity Grid Code) Regulations 2010 or the rates specified by CERC shall be applicable.

28. **Intra-state Transmission Losses: -**

In addition to transmission charge, intra-State Transmission loss shall be applicable to consumers seeking Green Energy Open Access. It shall be determined as average of 52-week Intra-State Transmission loss for the previous financial year as approved by the Commission.

29. Wheeling Losses: -

In addition to wheeling charge, wheeling loss shall be applicable to consumers seeking Green Energy Open Access and it shall be determined as average of 52-week wheeling loss for the previous year as approved by the Commission.

30. Collection of Charges:

30.1 The billing, collection and disbursement of open Access Charges shall be as per “principal Regulation” as under:

A. For Short Term Open Access:

1. Inter-State Open Access: -

- a. In case, 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 shall be applicable as specified by the CERC with latest amendment.
- b. In case of collective transactions through power exchange, the transmission, wheeling and SLDC charges are collected and remitted by concerned power exchange.
- c. In case of bi-lateral interstate transactions, the charges are collected and remitted by concerned RLDC.

2. Intra-State open Access: -

- a. HVPNL shall raise bills, collect and remit for transmission, wheeling and SLDC charges on behalf of licensees payable by the short-term open access consumers for intra-State transmission system and the distribution system 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.
3. The Scheduling and Operation charges shall be remitted to SLDC by HVPNL.
4. The wheeling charges as received/realized by HVPNL shall be remitted to DISCOM respectively, within 7 working days of its receipt by HVPNL.
5. 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.

B. For Medium/Long Term Open Access:

The Open Access Customer shall pay applicable Open Access charges to the concerned utility/ billing agency (and corresponding LC for estimated amount of these charges as per regulation). Following Agencies are responsible for Billing & Collection of various Open Access charges:-

1. State Transmission Utility (STU) (i.e., HVPNL) for Transmission charges
 2. State Load Despatch Centre (SLDC) for SLDC Operating Charges
 3. Concerned DISCOM(UHBNL or DHBVN) for Wheeling Charge
- 30.2 In case of consumers of DISCOM, the Cross-Subsidy charge, Additional Surcharge & Banking Charges shall be payable directly to the distribution licensee in whose area of supply the consumer availing open access is located.
- 30.3 In case of non-consumers of DISCOM, the cross-subsidy charge and additional surcharge shall be payable to HVPNL and the same shall be remitted to DISCOM concerned.
- 30.4 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.
- 30.5 The Peak load violations in case of Open Access Customers shall worked out by concerned DISCOM as per DISCOM instructions in this regard.
- 30.6 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.
- 30.7 The Deviation/ Imbalance Charges in respect of non-consumers shall be paid/ realized by SLDC via. payment to/ from State Pool Accounts.
- 30.8 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.
- 30.9 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.
- 31. Late payment surcharge:**
In case the payment of any bill for charges payable under these Regulations 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 shall be levied.
- 32. Default in Payment:**
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. The 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.

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.

33. Green Certificate:

The distribution licensee shall provide green certificate on yearly basis to the consumers for the green energy supplied by the licensee to consumer on his request beyond the renewable purchase obligation of the consumers.

34. Indemnification

The applicant shall keep each of the SLDCs/RLDCs/NLDC/STUs/CTU indemnified at all times and shall undertake to indemnify, defend and save the SLDCs/RLDCs/NLDC/STUs/CTU 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 transactions.

35. Revision of Procedure:

The State Nodal Agency may revise/amend this procedure, as & when consider necessary in order to resolve any problem experienced during practical experience or in accordance with the HERC Green Energy Open Access Regulation, 2023, with prior approval of Hon'ble HERC.

36. Appeals:

Appeals against an order of the State Nodal Agency, shall lie before the Commission, within a period of thirty days from the date of receipt of order. The Commission shall dispose the appeal within a period of three months and the order issued by it, shall be binding on the parties.

Application for availing Intra State Bilateral Green Energy Open Access: Long Term, Medium Term and Short Term

1. The (Name and address of Nodal agency)
2. Application No.
3. Name of the Applicant
4. Address for Correspondence: Phone No. (Off) Email id
5. Category of the applicant: Trading Licensee/Consumer/Generator/Distribution Licensee/Power Exchange/other
6. Type of open access: Long Term Open Access/ Medium Term Open Access/Short Term Open Access (Please mark appropriately)
7. If applicant is Trading Licensee/Power Exchange, application on behalf of:
8. Type of Entity:
 - a) In case of Portfolio sale from Distribution Licensee, please specify the following:
 - i) Name of the Injection Source (s):
 - ii) Capacity of the plant (in MW)
 - iii) Type of Renewable Source [Solar/Wind/Hydro/Other Renewable (e.g.: Geo-Thermal, Small Hydro, Waste to Power, Tidal, Biomass, Bagasse)]
 - b) Other sources, if any, not covered under (a): (to be specified)
(Licensees to submit a copy of license valid under the Act by Distribution Licensee. Others to submit documentary evidence in support of above)
9. Details of nodal on behalf of the Applicant:
Name, Designation, Phone Numbers, Mobile, E-Mail Address
10. Capacity Applied:

Date		Hours		MW
From	To	From	To	
11. Injecting Entity Details: Name:
Point of Injection:
Name of Concerned SLDC/ALDC:
ABT Meter already Installed: Yes/ No
Real time communication facility with Licensee and/ or SLDC: Ready/Not Ready (as applicable)
12. Drawee Entity Details: Name:
Point of Drawl:
Name of Concerned SLDC/ALDC:
ABT Meter already Installed: Yes/ No
Real time communication facility with Licensee and/ or SLDC: Ready/Not Ready (as applicable)
13. Name and details of other agencies involved, if any (e.g.: Distribution Licensee)
14. Whether the Transaction type is captive (Yes/No): (Supportive Document to be uploaded)
15. Non-Refundable Application Fee (please fill up the amount as appropriate) Long Term Open Access/Medium Term Open Access/Short Term Open Access:
Bank Draft / Pay Order No./ RTGS or NEFT Reference Dated:
In favor of:
Payable at: (With Supporting document attached)
16. Additional details (if any) with supporting documents needed by the nodal agency to be furnished in accordance with the extant CERC/SERC regulation:

17. Other Terms:

It is hereby certified that all agencies (including buyer, seller, trader etc.) to the transaction shall abide by the provisions of the State Electricity Regulatory Commission (Open Access) Regulations.

- a) The Applicant hereby agrees to pay all the relevant charges applicable to him in terms of the State Electricity Regulatory Commission (Open Access) Regulations and Regulations under the Act.
- b) The Applicant hereby agrees to keep the concerned SLDC, STU, Transmission Licensee and Distribution Licensee indemnified at all times and undertakes to indemnify, defend and save the concerned SLDC, STU, Transmission Licensee and Distribution Licensee 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 costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions under this Approval.
- c) Any other information / details that may be required by the concerned Transmission Licensee(s) /STU/ SLDC/ Distribution Licensee shall be provided promptly by the Applicant.

Place:
Name:

Dated:
Designation:

Undertakings by the applicant regarding

- a) We undertake that we have neither been declared insolvent nor bankrupt.
- b) We undertake that no outstanding dues against us for more than two months billing of distribution/transmission licensee (in case of consumers of distribution licensee).
- c) We undertake to accept rostering restrictions imposed by the utility (in case of applicants connected to transmission/ distribution system via. mixed industrial feeders.)
- d) We undertake 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 (for applicants other than the consumers of the licensee).
- e) We undertake that no financial transaction or internal sale/ purchase agreement shall be involved in the wheeling of power, (in case of wheeling of power from one unit to another unit of same company under captive structure)

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 of drawl	
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	In case of Generation Station or captive generating plant I. Name of the Promoter II. Generation Capacity III. Location of the Generation plant IV. No. of units & Capacity of each unit V. Type of Fuel VI. Base load station of peaking load station VII. If peaking load than what is the estimated hours of running VIII. If it is hydro plant than whether it is – run of the/reservoir/multi purpose/pump storage	

	IX. MU generation in an year in case of hydro plant X. Specify the step up generation voltage 220 kV or any other voltage XI. Whether it is identified project of CEA XII. Is it a captive power plant yes/no. If yes, details of utilization 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	

- a) The Applicant hereby agrees to pay all the relevant charges applicable to him in terms of the State Electricity Regulatory Commission (Open Access) Regulations and Regulations under the Act.
- b) The Applicant hereby agrees to keep the concerned SLDC, STU, Transmission Licensee and Distribution Licensee indemnified at all times and undertakes to indemnify, defend and save the concerned SLDC, STU, Transmission Licensee and Distribution Licensee 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 costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions under this Approval.
- c) Any other information / details that may be required by the concerned Transmission Licensee(s)/ STU/ SLDC/ Distribution Licensee shall be provided promptly by the Applicant.

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:

On Non Judicial Stamp Paper of Rs.10

AFFIDAVIT IN SUPPORT OF APPLICATION FOR CONNECTIVITY or OPEN ACCESS

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 CERC/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/Open Access along with necessary documents are true and correct and nothing material has been concealed thereof.
4. I am aware that if at any stage any falsity / inaccuracy / incorrectness is detected in the documents / statements, the application itself or the grant of Connectivity shall be liable for rejection or revocation (as the case may be) along with all associated consequences in this regard.
5. I also agree to indemnify and keep indemnified and harmless HVPNL and its affiliates and their respective successors and assigns from and against any and all actions, claims, proceedings, suits and judgments, damages and losses, all costs, charges and expenses relating thereto including those arising out of any false representation or breach or failure by Applicant, to comply with any Regulatory or contractual requirements.

Name of the Authorised Signatory:

Signature:

Company Stamp (mandatory):

(To be duly attested by Notary)

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 concealedthereof.
- (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/DHBVN & UHBVN and compliance report for completion of formalities as per guidelines from concerned M&P Wing of HVPNL/UHBVN & DHBVN.
 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 Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023, 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 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.

PROFORMA OF BANK GUARANTEE FOR CONNECTIVITY

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Chief Engineer/SO & Commercial,
HVPNL, Panchkula.

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) having issued connectivity approval No..... Dated to the Customer (Name of Customer..... 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.

WHEREAS it has been agreed by the customer that in case of failure /delay to construct the project or making an exit or abandonment of its project or any other failure by CUSTOMER, HVPNL shall have the right to collect the expenditure incurred/estimated transmission charges of stranded transmission capacity for dedicated line at the rate mentioned in the Detailed Procedure as approved by the Commission, to compensate such damages or any other cost AND WHEREAS as per the aforesaid approval, customer is required to furnish a Bank Guarantee for a sum of Rs (Rupees) as a security for fulfilling its commitments to HVPNL.

We

.....
(Name & Address of the Bank) having its 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 assigns) do hereby guarantee and undertake to pay the HVPNL on demand any and all monies payable by the CUSTOMER to the extent of as aforesaid at any time upto ** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CUSTOMER.

Any such demand made by the HVPNL on the Bank shall be conclusive and binding not withstanding any difference between the HVPNL and the CUSTOMER 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 consent of the HVPNL and further agrees that the guarantee herein contained shall continue to be enforceable till the HVPNL discharges this guarantee.

The HVPNL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the CUSTOMER. 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 CUSTOMER, 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, in the Agreement between the HVPNL and the CUSTOMER 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 the HVPNL of 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 indulgences shown by the 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 CUSTOMER and not withstanding any security or other guarantee the HVPNL may have in relation to the CUSTOMER"s liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to..... and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/s..... on whose behalf this guarantee has been given.

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)

.....
(Designation with Bank Stamp)

PROFORMA OF BANK GUARANTEE FOR LONG TERM OPEN ACCESS (LTOA)

(To be stamped in accordance with Stamp Act)

Ref.
 Bank Guarantee No.
 Date

To
 Chief Engineer/SO & Commercial,
 HVPNL, Panchkula.

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) AND Customer (Name of Customer..... 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 has applied for Long Term Open Access.

WHEREAS it has been agreed by the customer that in case of failure /delay to construct the project or making an exit or abandonment of its project or any other failure by the CUSTOMER, HVPNL shall have the right to collect expenditure incurred/the estimated transmission charges of stranded transmission capacity for dedicated line at the rate mentioned in the Detailed Procedure as approved by the Commission, to compensate such damages or any other cost. AND WHEREAS as per the laid procedure, customer is required to furnish a Bank Guarantee for a sum of Rs (Rupees) as a security for fulfilling its commitments to HVPNL.

We
 (Name & Address of the Bank) having its 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 assigns) do hereby guarantee and undertake to pay the HVPNL on demand any and all monies payable by the CUSTOMER to the extent of as aforesaid at any time upto ** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CUSTOMER.

Any such demand made by the HVPNL on the Bank shall be conclusive and binding not withstanding any difference between the HVPNL and the CUSTOMER 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 consent of the HVPNL and further agrees that the guarantee herein contained shall continue to be enforceable till the HVPNL discharges this guarantee.

The HVPNL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the CUSTOMER. 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 CUSTOMER, 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, in the Agreement between the HVPNL and the CUSTOMER 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 the HVPNL of 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 indulgences shown by the 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 CUSTOMER and not withstanding any security or other guarantee the HVPNL may have in relation to the CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to..... and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/s..... on whose behalf this guarantee has been given.

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)

.....
(Designation with Bank Stamp)

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 _____ 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, Haryana Electricity

Regulatory Commission (Green Energy Open Access) Regulations, 2023 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021 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 HVPN/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 be abide by HERC (Terms and conditions for grant of connectivity and Open Access for intra-State transmission and distribution system) Regulations, 2012, Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021 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, Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 and HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021 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 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
6	400 kV	24

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:

- (a) the connection works have been completed;
- (b) the applicant has complied with its all obligations as set out in letter of connectivity/Stage-I connectivity/Stage-II connectivity letter dated _____;
- (c) the applicant has demonstrated the voice & data Communication facilities to SLDC;
- (d) the applicant has obtained necessary approvals like PTCC, Haryana Govt. Electrical Inspectorate/CEA etc., as applicable, from competent authority;
- (e) 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

For and on behalf of HVPNL

Signature
Name
Designation

Signature
Name
Designation

Witness:

Witness:

1.

1.

2.

2.

For and on behalf of HVPNL

Signature
Name
Designation

Witness:

1.

2.

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, Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 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 Licensees(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.
- vii. Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023 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. TARIFF 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 levied on each beneficiary as per Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023, HERC Multi-Year Tariff Regulation, 2019 and Tariff Order(s) of HVPNL & UHBVN/DHBVN as amended from time to time.

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 levied on Open Access Customer as per Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023 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):-

- a) State Transmission Utility (STU) (i.e. HVPNL) for Transmission charges

- b) State Load Despatch Centre (SLDC) for SLDC Operating Charges
- c) 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 Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023, 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 as amended from time to time.

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 drawal 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, Haryana Electricity Regulatory Commission(Green Energy Open Access) Regulations, 2023, 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

All 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

A 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/HERC regulations in vogue along with their amendment.
- 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 all 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.

ANNEXURE – III

PROCEDURE / GUIDELINES FOR BANKING OF GREEN ENERGY POWER as per Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023.

This procedure has been prepared in compliance to the “Haryana Electricity Regulatory Commission Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, dated 24.04.2023. This Procedure shall be read in conjunction with the said Regulations.

The procedure covers guidelines, terms and conditions, various applicable charges, application format for Banking and subsequent banking agreement enter into the parties 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) and RE based Captive Power Producer and treatment of Banking of power thereof. This procedure shall be reviewed or revised by the nodal office i.e. Discom, as and when required to address any teething/ implementation problems that may arise, with prior approval of HERC. This procedure shall come into force after the approval of the HERC.

A. Nodal officers: The following officers shall be the Nodal officers of the respective utility:

- (i) **For Open Access:** The Chief Engineer/SO & Commercial, HVPNL, Shakti Bhawan, Sector-6, Panchkula shall be Nodal Agency for open access as per HERC Green Energy Open Access Regulation, 2023.
- (ii) **For Banking:** Chief Engineer, System Operation UHBVN, Panchkula / Chief Engineer, Commercial, DHBVN, Hisar shall be the Nodal Agency for Banking. Applications for Banking shall be received and processed at Nodal Office in accordance with the procedure.

B. APPLICABILITY/ ELIGIBILITY: Banking facility would be admissible only for RE based Captive Power Projects. Accordingly, Renewable Energy Captive Power Producers (Meeting requirements of CPP under electricity rules 2005) registered/approved by HAREDA or Consumers buying power from such RE-Power Generators shall be eligible to apply for banking of power with DISCOMs. The eligibility shall be further governed as per the HERC (Green Energy Open Access) Regulations, 2023 and its amendments time to time.

C. Application for Banking:

The eligible applicant shall apply for banking in the prescribed application form (enclosed as Annexure-A) at least a month prior to the commencement of wheeling/Banking and shall furnish the complete particulars about the Captive Generator & the consumers to whom the power is to be wheeled. Prior to applying for banking, the applicant should have secured connectivity, should have entered into connectivity agreement for open access with the Transmission licensee and Distribution licensee and should have been granted open access by the nodal agency as per HERC (Green Energy Open Access) Regulations, 2023.

The banking of power shall be governed by relevant provisions of HERC (Green Energy Open Access) Regulations, 2023 and subsequent amendments thereof.

Documents to be submitted along with the Application.

- a. Copy of connectivity agreement.
- b. Copy of Open Access approval from nodal agency i.e. HVPNL;
- c. Copy of the Board Resolution of the company authorizing filing of application and designating an authorized person for filing the same, where the Applicant is a company.
- d. Copy of Accreditation/approval of the project by Department of New & Renewable Energy Government of Haryana/ HAREDA;
 1. CA certificate for not less than twenty-six per cent of the ownership is held by a single captive user and signed by the same person who audited the balance sheet;
 2. Audited Balance Sheet by CA for the last three financial years (duly certified by Chartered Accountant with his membership number and UDIN Certification), in original,
 3. Copy of MOA & AOA indicating the list of Directors with their equity share holding pattern duly authenticated/ certified by Statutory Auditor (power generation must be mentioned in the nature of business clause)

4. Current Ownership details of Company along with equity share holding with voting rights duly certified by company secretary (with his membership number and UDIN Certification).
5. Board of Resolution
6. Undertaking for more than 51% Consumption for the first year of banking.
7. All the submitted documents need to be signed by authorized signatory.

After scrutiny, nodal agency shall intimate the deficiencies in the application, if any, to the applicant within ten days of receipt of application. The applicant shall rectify the deficiency within ten days thereafter. If no reply received from applicant after ten days from intimation, then application shall stand cancelled on discretion of DISCOMs.

D. Banking:

RE based captive generating plants, in which not less than twenty six per cent of the ownership is held by a single captive user, may bank power, up to contract demand for captive/own use on payment of the banking charges along with the transmission and distribution losses (Technical loss) for availing the open access on the transmission or distribution network of the licensees for banking and drawl of banked power from the Discoms after entering into the banking agreement with the Discoms concerned at the terms and condition specified as under:

- (1) The energy banked shall not be permitted to be carried forward to next billing cycle. The banked power shall be utilized within the same billing cycle failing which the unutilized energy at the end of the billing cycle shall lapse, and no compensation whatsoever shall be claimed/ paid for such lapsed banked energy and the renewable energy generating station shall be entitled to get renewable energy certificates to the extent of the lapsed banked energy.
- (2) Banking shall be permitted on a billing cycle basis on payment of charges in kind @ 8% of the energy banked.

- (3) The permitted quantum of banked energy by the Green Energy Open Access consumers shall be up to thirty percent of the total monthly consumption of electricity from the distribution licensee by the consumers.
- (4) The banking shall be allowed throughout the billing cycle; however, the drawl of banked power shall not be allowed during the peak load hours as mentioned in the ToD tariff approved by the Commission.
- (5) The RE power shall be adjusted on a first charge basis in order of consumption of energy by a consumer. The banking will be counted on daily basis for the purpose of monthly account.
- (6) Settlement of wheeled energy at consumer end shall be in the following order of priority:
 - a) RE generation after deduction of losses.
 - b) Captive Power
 - c) Banked Energy
 - d) Open Access Power through Exchange / Bi-lateral transactions
 - e) Discom power
- (7) The energy accounts of all banking transactions shall be maintained by SLDC.

E. Banking Agreement:

After approval of banking from the nodal agency, the applicant shall enter into a tripartite banking agreement with the concerned DISCOMs and HVPNL at the terms and condition specified in the agreement as provided at Annexure-B in the HERC **(Green Energy Open Access) Regulations, 2023.**

The Agreement shall become effective upon the execution and delivery thereof by the Parties here to and unless terminated pursuant to other provisions of the Agreement shall be valid till 30th April following the date of signing of the agreement and further extendable year on year basis on the request of applicant subject to the validity of the captive status of the generator as per Electricity Act, 2003, Electricity Rules, 2005 and as per HERC Regulations/ Orders as amended from time to time and terminated if in case the HERC withdraws the facility of Banking and breach any

condition of Captive status or non fulfilment of captive status.

F. Draft Model of Calculation for Banking:

The injected energy (export) after deducting T&D losses and after setting off total drawl at drawl end shall be considered for banking purpose, hereinafter to be referred as “Banked Energy” and shall be treated as under:

RE power injected (Eg)	Transmissi on losses e.g. @ 2.50% / (assumed) otherwise as per HERC Order	Distributio n (technical) losses @5.00% assumed otherwise as per HERC Order	RE power at consu mer end (Eg(1-losses))	Energy consumpti on in the month (assumed Ec at drawl point)	Availab le Power for Bankin g	Total Monthly consumpti on of electricity from the distributio n licensee by the Consumer (Assumed) **	Maximum banking Quantun permitted (30% of total monthly consumpti on)	Banked Energy in the month	Bankin g charge s as per @ 8% Energy Banked	Laps ed bank ed ener gy	
kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	
1	2= Col. x 2.50%	3= (Col.1 Col2) x 5%	4 = (Col. 1- Col.2- Col.3)	5	6= Col.4- Col. 5	7	8= 30% of Col. 7	9= Min. of Col.6 & Col. 8	10=Col .9 x 8%	11= Col. 6- Col-9	
Case 1: Generato r and consu mer both connecte d to 66 kV and above	1,00,000	2500	0	97,500	70,000	27,500	60,000	18,000	18,000	1440	9,500
Case 2: One of the Generato r/Consu mer is connecte d at 66 kV and other is connecte d at 33 kV in same utility	1,00,000	2500	4875	92,625	70,000	22,625	60,000	18,000	18,000	1440	4,625
Case 3: Generato r is connecte d to 11/33 kV in UHBVN and consu mer is connecte d to 11/33 kV in DHBVN or vice Versa	1,00,000	2500	9750	87750	70,000	17750	60,000	18,000	17750	1420	0

Note: Above calculations are for reference purpose only

**** For the Computation of Total Monthly consumption of electricity from the distribution licensee, Real time drawl schedule from GEOA has been subtracted from the Total drawl of the consumer (as per the recorded ABT meter reading for the month).**

1. Captive User. The banking will be counted on daily basis for the purpose of monthly account. Settlement of wheeled energy consumed at Captive end User shall be in the following priority:
 - i. RE Generation after deduction of transmission and distribution losses (Technical).
 - ii. Captive Power
 - iii. Banked Energy from RE Power
 - iv. Open Access Power through Exchange
 - v. Discom power

The cumulative energy drawn from the Discoms to be worked out as above shall be billed to the Captive User as per relevant tariff category.

As per HERC Open Access Regulations 2012, by 10:00 hrs every day, the captive user shall upload slot wise schedule of power/ schedule of injection of power/ schedule of power to be drawn at each of the drawl point in MW on open access Portal <https://openaccess.uhbvn.org.in/https://openaccess.dhbvn.org.in> (Account of the consumer will be registered by the System Operation wing) and also submit to SLDC, Haryana & commercial wing and System Operation wing of respective DISCOM on daily basis for the next day i.e. 00:00 hrs to 24:00 hrs showing his drawl from the following:-

- i. RE Generation after deduction of losses.
 - ii. Captive Power.
 - iii. Banked Energy.
 - iv. Open Access Power through Exchange/Bilateral transactions.
 - v. Discom power.
2. The injected power through the RE based Project and consumed power at the Captive User end shall be submitted firstly in the form of downloaded meter data to SLDC, Haryana within 10 days of the following month. Thereafter, SLDC will process the data on the basis of meter data of Captive User and prepare time slot wise actual energy statement within next 10 days. HVPNL shall forward this time slot wise energy statement to Commercial / Accounts wing of Discom which shall prepare adjustment sheet including banked units in the current month and cumulative banked energy. Based on time slot wise actual energy statement, action shall be taken by

HVPNL/Discom as under:

- i. The Transmission and SLDC charges shall be levied by HVPNL and wheeling charges shall be levied by Discoms as per applicable HERC Open Access Regulations/MYT Regulations for STOA/MTOA/LTOA.
 - ii. The Commercial / Accounts wing of Discom shall prepare an adjustment sheet which shall include “calculation sheet for adjustment of open access and energy” showing RE Green Energy, banked energy, energy consumed in a day in current month, IEX Energy, Discoms energy, amount in rupees payable etc.
3. The RE based power plant shall be governed as per HERC forecasting and scheduling Regulations as and when the same are notified.
 4. Any RE based power injected over and above the contracted capacity in any time block will be treated as dumped energy and not accounted for.
 5. The Captive Power Plant availing banking shall require to maintained the security deposits with the Discom equivalent to estimated charges of one month which shall be recovered, in case of loosing the captive status by CPP on ascertaining of the captive status at the end of every financial year as per the provision of HERC Green Energy Open Access Regulation 2023 and Electricity Rules 2005 and their amendments from time to time. The security deposits shall be retained by DISCOMs till the expiry of agreement.

G. Metering:

The metering shall be provided for recording the energy injected as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 read with subsequent amendments or re-enactment of the same or otherwise specified by the HERC. The metering equipment for measuring energy injected shall comprise of Main and check meter and shall be installed at substation of HVPNL/DISCOMs at which energy is injected. The metering shall also be provided at the drawl point(s) of the Consumer(s).

Metering equipment shall be ABT compliant Special Energy Meters (SEMs) of accuracy class 0.2S required for the Project (both main and check meters) capable of recording both import and export of energy. CTs of 0.2S & PTs of

0.2 accuracy class shall also be provided. Meters shall have requisite communication facilities to ensure availability of real time data transfer connectivity with SLDC. Cost of metering shall be borne by the Generator/Consumer as the case be.

CPP RE Projects for Banking: -

Capacity	The CPP will be allowed to inject power as per the banking agreement. The consumer will be allowed to draw power from CPP/banked power up to the contracted capacity. But his overall drawl should remain within his contract demand. In case of exceeding the contract Demand, penalty as per relevant Regulations shall be leviable. Moreover, the permitted quantum of banked energy by the Green Energy Open Access consumers shall be up to thirty percent of the total monthly consumption of electricity from the distribution licensee by the consumers
Metering	Metering shall be as per HERC Open Access Regulation, 2012 as amended from time to time.
Transmission Charge	Transmission charges as approved by the HERC in the tariff order for relevant year, shall be levied as per HERC Green Energy Open Access Regulations (notified on 24.04.2023) as amended from time to time
Transmission Loss	Transmission losses as approved by the HERC in the tariff order for relevant year, shall be deducted in kind as per HERC Green Energy Open Access Regulations (notified on 24.04.2023) as amended from time to time
Wheeling Charge	Wheeling charges as approved by the HERC in the tariff order for relevant year, shall be levied as per HERC Green Energy Open Access Regulations (notified on 24.04.2023) as amended from time to time
wheeling loss/ Distribution (Technical loss)	Distribution losses (Technical) as approved by the HERC in the tariff order for relevant year, shall be deducted in kind as per HERC Green Energy Open access Regulations (notified on 24.04.2023) as amended from time to time
Banking Charges	8% of Power banked shall be deducted in kind toward banking charges, as per HERC Regulations amended from time to time
Energy Accounting	As provided in clause 2 above
Cross Subsidy Surcharge	Cross subsidy surcharges as approved by the HERC in the tariff order for relevant year, shall be levied as per HERC Green Energy Open Access Regulations (notified on 24.04.2023) as amended from time to time

Additional Surcharge	Additional Surcharges as approved by the HERC in the tariff order for relevant year, shall be levied as per HERC Green Energy Open Access Regulations (notified on 24.04.2023) as amended from time to time.
RPO	As per prevailing HERC Regulations and further its amendments time to time.
Eligibility	All developers whose project have been registered/ Approved by HAREDA shall only be given banking facility.

Application format for Banking: -

Annexure-A

- 1) Particular of CPP
 - i) Capacity of plant in MW:
 - ii) Location of the plant:
 - iii) Interconnection Voltage:
 - iv) Date of commissioning of project:
 - v) Contact Details:
 - vi) Substation where energy is injected:
 - vii) Accreditation/Approval of project by Department of New & Renewable Energy Government of Haryana/HAREDA:
 - viii) Schedule date of commencement of wheeling of power:
- 2) Capacity to be wheeled/banked in MW
- 3) Particular of Consumer(s) to whom power is to be wheeled:
 - i) Name of Consumer:
 - ii) Category:
 - iii) Contact Demand:
 - iv) Subdivision:
 - v) Supply Voltage:
 - vi) Quantum of power to be wheeled:
 - vii) Contact Details:
- 4) Metering Details:
 - i) At Generator End:
 - ii) At Consumer End:

Additional Documents required.

- 5) CA certificate for not less than twenty six per cent of the ownership is held by a single captive user and signed by the same person who audited the balance sheet.
- 6) Undertaking for more than 51% Consumption for the first year of banking.
- 7) Audited Balance Sheet by CA for the last three Financial years and current year (Audited or Provisional) (duly certified by Chartered

Accountant with his membership number and UDIN Certification), in original

- 8) Copy of MOA & AOA indicating the list of Directors with their equity share holding pattern duly authenticated/ certified by Statutory Auditor (power generation must be mentioned in the nature of business clause)
- 9) Current Ownership details of Company along with equity share holding with voting rights duly certified by company secretary (with his membership number and UDIN Certification).
- 10) Board of Resolution
- 11) All the submitted documents need to be signed by authorized signatory.

Validation:-

I, undertake by the terms and conditions of Banking/Wheeling of power as set out in HERC Green Energy Open Access Regulations (notified on 24.04.2023) and the details mentioned above are true & correct.

(Signature of the Applicant)

BANKING AGREEMENT

Banking Agreement

Between

DISCOMs

And

HARYANA VIDYUT PRASARAN NIGAM LIMITED
(HVPNL)

And

M/s

Banking Agreement for RE Based Captive Generating Plant (Green Energy Open Access)

This Banking Agreement is made and entered into at Panchkula on ____ day of 20

BETWEEN

Haryana Vidyut Prasaran Nigam Limited, a Company formed and incorporated under the Companies Act, 1956, with its registered office located at Shakti Bhawan Sector-6, Panchkula, Haryana (hereinafter referred to as the “**HVPNL**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns and for the purpose of this Banking Agreement, the HVPNL shall act through its

AND

Uttar Haryana Bijli Vitran Nigam Ltd, a Company incorporated under the Companies Act, 1956, having its office at Panchkula, Haryana (hereinafter referred as “**UHBVNL**” which expression shall unless repugnant to the context or meaning thereof include its successors, administrator or permitted assigns) and for the purpose of this Banking Agreement, the UHBVNL shall act through its

AND

Dakshin Haryana Bijli Vitran Nigam Ltd, 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 include its successors, administrator or permitted assigns) and for the purpose of this Banking Agreement, the DHBVNL shall act through its

AND

_____ a Company, having a Green Energy (Green Energy/Wind/Biomass/etc.) based Generating Plant in the State of Haryana of capacity ____ MW at Village-_____, Tehsil _____, District _____, Haryana, incorporated under the Companies Act, 1956 or Companies Act, 2013 as the case may be and having its registered office at _____ Pin code:- hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns through its _____

WHEREAS:

- i) The HVPNL is a Transmission Licensee owning and operating intra state transmission system of Haryana and the Discoms are Distribution Licensee(s) engaged in the business of electricity distribution in the State of Haryana. HVPNL and Discoms are under a statutory obligation to provide non-discriminatory open access to their transmission/distribution system under the provisions of the Electricity Act, 2003. Discoms to enter into banking agreements and related issues to facilitate Banking Arrangement of RE based Captive Generating Plants as per Haryana Electricity Regulatory Commission Green Energy Open Access Regulations 2023
- ii) The Company is a generator who has a Green Energy based Captive Generating Plant of Capacity _____ MW located at Village-_____, Tehsil _____, District_____, Haryana and connected to the distribution/transmission system of the Discoms/ HVPNL through 33 KV Independent feeder from the Plant to 33 KV S/Stn, DHBVNL, _____ and has executed Connectivity Agreement on dated _____ with HVPNL to provide connectivity to the Project and the Long Term Green Energy Open Access Agreement dated _____ executed with HVPNL and Discoms to transmit/ wheel up to _____ MW to _____ (Name of company with full address)_____ through 33 KV Industrial feeder emanating from (Name of substation) out of power generated from Captive Generating Plant to the Captive User (s) having not less than twenty six per cent of the ownership is held by a single captive user, may bank power, up to contract demand for captive/own use on payment of the banking charges along with the transmission and distribution losses (Technical loss) for availing the open access on the transmission or distribution network of the licensees for banking and drawl of banked power from the Discoms after entering into the banking agreement with the Discoms

Sr. No.	Name of Captive User	Unit wise Capacity (in MW)	Single user not less than twenty six percent ownership in RE based Captive Generating Plant
1.	M/s	MW	M/s % Ownership in

- iii) The Company is desirous of availing the banking facility in respect of power up to _____ MVA (contracted capacity of the captive user) to be transmitted/wheeled out of the power generated from the Project for its captive/own use at their Unit located at/s by utilizing the transmission and distribution network of the HVPNL/DISCOMs and for the said purpose intends to enter into a Banking Agreement with the HVPNL/ Discoms subject to the Terms and Conditions as set out in this agreement.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE HVPNL, DISCOMS (UHBVNL & DHBVNL) AND THE COMPANY, HEREBY AGREE AS FOLLOWS:

ARTICLE 1

1.1 DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:

- a. **“Act”** means the Electricity Act, 2003 (36 of 2003) as amended from time to time.
- b. **"Agreement"** shall mean the Banking Agreement executed herein and shall include the schedules enclosed hereto, amendments, modifications and supplements made in writing by the parties from time-to-time.
- c. **“Banking”** “Banking means the surplus green energy injected in the grid and credited with the distribution licensee energy by the Green Energy Open Access consumers and that shall be drawn along with charges to compensate additional costs if any.
- d. **“Captive Power Producer (CPP)”** means the Generating Company having Captive Generating Plant as defined in the Act and Electricity Rules, 2005 and as per HERC Green Energy Open Access regulation 2023 made there under read with subsequent amendment(s) or re-enactment thereof.
- e. **“Applicable Charges”** means the charges for wheeling/transmission and banking, or any other charges as determined by the Commission and applicable for providing open access from time-to-time.
- f. **“Banking Charges”** means percentage deduction made in kind from the energy banked, towards banking charges, as per HERC Green Energy Open access regulations 2023 and as amended from time to time.
- g. **Billing Cycle** shall have the same meaning as has been specified under the Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014, as amended from time to time.
- h. **Fossil Fuel** means the fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in thermal generating station for generating electricity.
- i. **Green energy** means the electrical energy from renewable sources of energy including hydro and storage (if the storage uses renewable energy) or any other technology as may be notified by the Government of India from time to time and shall also include any mechanism that utilizes green energy to replace fossil fuels including production of green hydrogen or green ammonia as may be determined by the Central Government.
- j. **Obligated Entity** means the entities mandated to fulfil Renewable Purchase Obligation, which includes distribution licensee, captive user, and open access consumer, as specified under Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, as amended from time to time.
- k. **“Rules”** Shall mean the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules,2023.
- l. **Standby charges** mean the charges applicable to green energy open access consumers against the standby arrangement provided by the distribution licensee, in case such green energy open access consumer is unable to procure/schedule power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission systems and the like.
- m. **State Grid Code** shall mean Haryana Grid Code (HGC) Regulations, 2009 and any subsequent amendments thereafter.

- n. **“Contract Year” means** the banking Agreement shall be valid till 30th April following the date of signing of this agreement and further extendable year on year basis subject to the validity of the captive status of the generator as per Electricity Act, 2003 & Electricity Rules, 2005 and as per HERC Regulations/ Orders as amended from time to time.
- o. **“Commercial Operation Date (CoD)”** means the date on which the Project or any of its units is/are declared as available for commercial operation on successful completion of requisite test(s) and conditions.
- p. **“Commission” or “HERC”** means the Haryana Electricity Regulatory Commission.
- q. **“Drawl Point”** means the Energy meter(s) of the Captive User as specified by the Company to whom the wheeled/banked power is to be supplied, indicating the place of installation, if required.
- r. **“Force Majeure Events”** means the events and circumstances as described in Article 6.
- s. **“Financial Year”** means year starting from 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year.
- t. **“Injection Point”** means the point at which power to be transmitted /wheeled for captive use shall be injected by the Company into the HVPNL/Discoms Grid/distribution network.
- u. **“Injected Energy”** means the kilowatt hours (kWHs) of electricity actually exported and measured by the energy meters at the Injection Point.
- v. **“Installed Capacity”** means the capacity of the Project at the generating terminal(s) and shall be equal to _____ MW.
- w. **“Metering Point”** for purposes of recording of Injected Energy at the Injection Point shall include Special Energy Meters as specified in the HERC (Terms and Conditions for Open Access) Regulations, 2012, having facilities to record both export and import of electricity to/from the grid and, for purposes of recording the Energy drawn at the drawl Point, shall include Special Energy Meters, having facilities to record import of electricity from the grid, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 (as amended from time to time).
- x. **“UI Charge”** means unscheduled interchange charge payable by the company to the HVPNL or Discoms for deviations from the schedules of generation and/ or drawl furnished to SLDC or Discoms as per CERC/HERC Regulations as amended from time to time.

The words and expressions used and not defined herein but defined in the Act shall have the meanings respectively assigned to them in the Act. The other expressions used herein but not specifically defined in the regulations or in the Act but defined under Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or the Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff for Generation, Transmission, Wheeling and Distribution & Retail Supply under Multi Year Tariff) Regulations, 2019,

HERC Forecasting, Scheduling and Deviation Settlement for Solar and Wind Generation Regulations, 2019, Haryana Electricity Regulatory Commission (Terms and conditions for grant of connectivity and open access

for intra-State transmission and distribution system) Regulations, 2012, Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021 & Haryana Electricity Regulatory Commission (Green Energy Open access regulations, 2023) as amended / re-enacted from time to time, shall have the meanings assigned to them respectively in the Haryana Electricity Reform Act, 1997 (Act 10 of 1998) or the Indian Electricity Grid Code or the Haryana Grid Code or any other relevant Regulations in vogue, provided that such definitions in the Haryana Electricity Reform Act, 1997 are not inconsistent with the provisions of the Electricity Act, 2003;

Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of and Schedules to this Agreement.

The schedules to this Agreement shall form part of this Agreement and shall be in force and effect as though they were expressly set out in the body of this Agreement.

ARTICLE-2

CONNECTIVITY AND OPEN ACCESS AGREEMENTS

- 2.1** The interconnection between the Project of the Company and / or premises of the Captive User shall be as per the Connectivity Agreement executed between the parties. The power from the Project shall be evacuated through the **33 KV/11KV** Independent line constructed and maintained by the Company up to the **Name of the Sub Station, UHBVN/DHBVN** (Injection Point) of the HVPNL/ Discoms and is to be drawn by the Captive User through **Name of the Feeder** at the premises located at **Address of the (Drawl Point)**.
- 2.2** The parties shall be bound by the conditions of the Connectivity Agreement dated _____ and Long-Term Open Access Agreement dated _____ executed between the parties. The banking Agreement shall be valid **till** 30th April following the date of signing of this agreement and further extendable year on year basis subject to the validity of the captive status of the generator as per Electricity Act, 2003 & Electricity Rules, 2005 and as per HERC Regulations/ Orders as amended from time to time.
- 2.3** The Company shall ensure that the metering and protection facility will be opened for inspection by the authorized representative of the HVPN/Discoms as and when required.

ARTICLE 3

Banking of Energy & Charges

3.1 Banking

RE based captive generating plants, in which not less than twenty six percent of the ownership is held by a single captive user, may bank power, up to contract demand for captive/own use on payment of the banking charges along with the transmission and distribution losses (Technical loss)for availing the open

access on the transmission or distribution network of the licensees for banking and drawl of banked power from the Discoms after entering into the banking agreement with the Discoms/HVPN concerned at the terms and condition specified as under and further any amendments or re-enacted from time to time.

- (1) The energy banked shall not be permitted to be carried forwarded to next billing cycle. The banked power shall be utilized within the same billing cycle failing which the unutilized energy at the end of the billing cycle shall lapse, and no compensation whatsoever shall be claimed/ paid for such lapsed banked energy and the renewable energy generating station shall be entitled to get renewable energy certificates to the extent of the lapsed banked energy.
- (2) Banking shall be permitted on a billing cycle basis on payment of charges in kind @ 8% of the energy banked.
- (3) The permitted quantum of banked energy by the Green Energy Open Access consumers shall be up to thirty percent of the total monthly consumption of electricity from the distribution licensee by the consumers.
- (4) The banking shall be allowed throughout the billing cycle; however, the drawl of banked power shall not be allowed during the peak load hours as mentioned in the ToD tariff approved by the Commission.
- (5) The RE power shall be adjusted on a first charge basis in order of consumption of energy by a consumer. The banking will be counted on daily basis for the purpose of monthly account.
- (6) Settlement of wheeled energy at consumer end shall be in the following order of priority:
 - a) RE generation after deduction of losses.
 - b) Captive Power
 - c) Banked Energy
 - d) Open Access Power through Exchange / Bi-lateral transactions
 - e) Discom power
- 7) The energy accounts of all banking transactions shall be maintained by SLDC.

3.2 Besides banking charges, the Captive User shall be liable to pay to Discoms the following charges:

- (i) Captive User who is not a consumer of Discoms: -
 - a) Fixed charges per kVA per month as applicable to relevant category of consumer as determined by HERC from time to time corresponding to contracted capacity. In case of overdraw beyond the contracted capacity, twice the fixed charges as applicable shall be recovered for the demand exceeding the contracted capacity.
 - b) Charges for over drawl of power beyond the power scheduled from CPP for captive use (net of losses) shall be applicable as per Open Access Regulations 2012, as amended from time to time.
 - c) The open access charges shall be applicable as determined by the Commission from time to time.
- (ii) Captive User who is a consumer of Discoms: -
 - a) For the energy drawn from the Discoms, the consumer shall pay as per tariff applicable for the category as approved by the commission from time to time.
 - b) In case, the captive user exceeds his Contract Demand, he will be liable to pay surcharge as applicable for relevant category as per schedule of tariff as approved by HERC from time to time.

- c) The open access charges shall be applicable as determined by the Commission from time to time.
 - d) Drawl of banked power shall also be subject to HERC Green Energy Open Access Regulation in vogue.
- 3.3** Any import of energy by the Company for start-up of Project or any other allied purposes, the Discoms shall charge the Company at the HT tariff of relevant category for temporary supply as specified by the HERC from time to time.
- 3.4 PF penalty:**
- The Captive User who is not a consumer of the Discoms shall pay Power Factor penalty in case of low power factor.
- 3.5 Energy Losses:**
- Loss of Energy in wheeling/transmission shall be calculated as per the technical losses determined by the Commission for the relevant year.
- 3.6** The Company shall also be liable to pay, in case of default by Captive User to pay, partly or fully, any open access charges, cross subsidy surcharge or additional surcharge, if any or any other charge within 15 days of the raising such bills for the said charges by the Discoms/HVPL.
- 3.7** The company shall submit the requisite documents/ information regarding ownership details of company along with equity share holding with voting rights and compliance of condition to consume not less than 51% of energy generated on annual basis by the captive user as per as per HERC Regulations/Electricity Rules, 2005 and its amendment, duly authenticated /certified by Statutory Auditor to establish that it complies with the requirement to qualify for the status of Captive Generating Plant for each financial year by 15th of April. Besides this, the company shall be required to submit any additional documents/ information which may be required by DISCOMs to satisfy itself regarding captive status of the plant. In case, the company fails to comply with the requirement to qualify the Status of Captive Generating Plant during any financial year, the Company shall be liable to pay all applicable charges for the said year, from which it was having exemption on account of its claimed CPP status, along with interest @ 18% per annum applicable from the date of losing the status of captive. Further, banking facility provided to the consumer shall also be withdrawn and benefits accrued from banked units, if any, shall be reclaimed and no compensation shall be provided to the consumer.

ARTICLE- 4

BANKING OF ENERGY

4.1 WHEELING:

- 4.1.1 At least 15 days prior to synchronization of the plant, the Company shall submit in writing, indicating the quantum of power to be wheeled to captive user.
- 4.1.2 The HVPL/DISCOMs reserve the right to withdraw the facility of banking either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In such an event, HVPL/DISCOMs shall not be liable to pay any compensation or damages to the Company.

- i) The Company shall pay and maintain, security deposit equivalent to the estimated open access charges for two months with the HVPNL before commencement of wheeling of power, which shall be retained by HVPNL till the expiry of this agreement. Facility of banking will be withdrawn in case the security deposit is not maintained.
- ii) The RE power generating plant shall be governed as per HERC forecasting and scheduling Regulations, if applicable, as amended from time to time without prejudice to the terms and conditions of this agreement.
- iii) The Company shall provide Daily data to DISCOMs indicating injected energy into the grid, time slot wise actual energy statement as prepared by the Energy centre, HVPNL.
- iv) The Power Factor, if required, shall be considered as 0.9 for the purpose of accounting.
- v) Any power injected by the Company over and above the contracted capacity of Captive User in any time block will be treated as dumped energy and not accounted for.
- vi) Metering and communication facilities shall be provided and maintained by the Company at its own cost in accordance with the provisions of this agreement.
- vii) Cost of Evacuation system/transmission line shall be borne by the Company as per HERC RE regulation, 2017 as amended from time to time.
- viii) The Banked Energy shall be calculated by the Commercial / Accounts wing of Discom from the time slot wise energy statement prepared by SLDC, Haryana with the downloaded meter data. Same is provided as follows: -

Draft Model of Calculation for Banking

RE power injected (Eg)	Transmission losses e.g. @ 2.50% / (assumed) otherwise as per HERC Order	Distribution (technical) losses @5.00% assumed otherwise as per HERC Order	RE power at consumer end (Eg(1-losses))	Energy consumption in the month (assumed Ec at drawl point)	Available Power for Banking	Total Monthly consumption on the month Consumption of electricity from the distribution licensee by the Consumer (Assumed)	Maximum banking Quantum permitted (30% of total monthly consumption)	Banked Energy in the month	Banking charges as per @ 8% Energy Banked	Lapsed banked energy	
	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	
	1	2 = Col.1 x 2.50%	3= (Col. 1 - Col. 2) x 5%	4 = (Col. 1- Col. 2- Col. 3)	5	6 =Col. 4-Col. 5	7	8= 30% of Col. 7	9= Minimum. of Col.6 & Col. 8	10= Col.9 x 8%	11= Col. 6-Col-9
Case 1: Generator and consumer both connected to 66 kV and above	1,00,000	2500	0	97,500	70,000	27,500	60,000	18,000	18,000	1440	9,500
Case 2: One of the Generator/C onsumer is connected at 66 kV and other is connected at	1,00,000	2500	4875	92,625	70,000	22,625	60,000	18,000	18,000	1440	4,625

33 kV in same utility											
Case 3: Generator is connected to 11/33 kV in UHBVN and consumer is connected to 11/33 kV in DHBVN or vice Versa	1,00,000	2500	9750	87750	70,000	17750	60,000	18,000	17750	1420	0

Note: Above calculations are for reference purpose only

**** For the Computation of Total Monthly consumption of electricity from the distribution licensee, Real time drawl schedule from GEOA has been subtracted from the Total drawl of the consumer (as per the recorded ABT meter reading for the month).**

ix) The RE power shall be adjusted as first charge in order of consumption of energy by a Captive User. The banking will be counted on daily basis for the purpose of monthly account. Settlement of wheeled energy consumed at Captive User end shall be in the following priority:

6. RE Generation after deduction of transmission and distribution losses (Technical).
7. Captive Power
8. Banked Energy from RE Power
9. Open Access Power through Exchange
10. Discom power

The cumulative energy drawn from the Discoms to be worked out as above shall be billed to the Captive User as per relevant tariff category.

As per HERC Open Access Regulations 2012, by 10:00 hrs every day, the captive user shall upload slot wise schedule of power/ schedule of injection of power/ schedule of power to be drawn/ schedule of banking/ banked energy at each of the drawl point in MW on the Portal <https://openaccess.uhbvn.org.in/> <https://openaccess.dhbvn.org.in> (Account of the consumer will be registered by the System Operation wing) and also submit to SLDC, Haryana commercial wing and System Operation wing of respective DISCOM on daily basis for the next day i.e. 00:00 hrs to 24:00 hrs showing his drawl from the following:-

1. RE Generation after deduction of losses.
2. Captive Power.
3. Banked Energy.
4. Open Access Power through Exchange/Bilateral transactions.
5. Discom power.

x) The injected power through the Project and consumed power at the Captive User end shall be submitted firstly in the form of downloaded meter data to SLDC, Haryana within 10 days of the following month. Thereafter, SLDC will process the data on the basis of meter data of Captive User and prepare time slot wise actual energy statement within next 10 days. HVPNL shall forward this time slot wise energy statement to SO wing of Discom who forwarded it to Sr. AO/Open access wing for preparation adjustment sheet including banked energy. Based on time slot wise actual energy statement, action shall be taken by HVPNL/Discom as under: -

1. The Transmission and SLDC charges shall be levied by HVPNL, and wheeling charges shall be levied by SLDC/Discom as per applicable HERC Open Access Regulations/MYT Regulations for STOA/MTOA/LTOA.
2. Commercial / Accounts wing of Discom shall prepare an adjustment sheet which shall include “calculation sheet for adjustment of open access energy” showing RE Energy, banked energy, energy consumed in current month, IEX Energy, Discoms energy, amount in rupees payable etc.

ARTICLE -5

METERING, TESTING AND COMMUNICATION

5.1 Metering:

- a) The metering shall be provided for recording the energy injected as per the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 read with subsequent amendments or re-enactment of the same or otherwise specified by the HERC. The metering equipment for measuring energy injected into the Grid by the company shall comprise of Main and check meter and shall be installed at substation of HVPNL/Discoms at which energy is injected. The metering shall also be provided at the drawl point(s) of the Captive User and at Project for measuring the Total Generation from the Project.
- b) Metering equipment shall be ABT compliant Special Energy Meters (SEMs) of accuracy class 0.2S required for the Project (both main and check meters) capable of recording both import and export of energy. CTs of 0.2S & PTs of 0.2 accuracy class shall also be provided. Meters shall have requisite communication facilities to ensure availability of real time data transfer connectivity with SLDC. Cost of metering shall be borne by the Company.
- c) Each meter i.e., at injection point, drawl point(s) and at the generation facility shall be jointly inspected and sealed by the Discoms.
- d) All the main and check meters shall be tested for accuracy every half yearly. The cost of such test checking shall be borne by the Company at the rates specified by the Discoms from time to time.
- e) The metering equipment installed shall be as per HVPNL latest technical specification or its amendment from time to time.
- f) Format of downloaded data of ABT compliant meters shall be as per format of HVPNL latest technical specification or its amendment from time to time.
- g) The metering system installed shall be tested by any NABL accredited lab and then witnessed/sealed jointly by M&P wing of HVPNL and Discoms.
- h) The downloaded data of the meter shall be supplied to SLDC & Discoms, Haryana daily fortnightly on 5th and 20th of the following month.

5.2 Data Acquisition System [DAS] and Communication facilities: The Company shall install and maintain at its cost, Data Acquisition System and communication network facilities at the Generating Station/Injection Point, as specified in the

Grid Code with due approval of technical features by the HVPNL or the Discoms as the case may be.

- 5.3** In the case of any tampering of metering cubicle or energy meters at the Project/Captive User premises or at the Company's power generating plant being detected or observed, the HVPNL/Discoms shall have the right to withdraw the Banking facilities without any notice and penalties shall be imposed as per rules/regulations of Discoms/HERC and Banked units for that particular period shall be lapsed and no compensation shall be provided.

ARTICLE - 6

FORCE MAJEURE

- 6.1** In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, curtailment by SLDC for maintaining Grid security/stability, affecting the wheeling and /or banking of power, the HVPNL/Discoms shall have no obligation to Bank and Wheel the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement is to be treated as temporarily suspended for the period in which Force Majeure conditions continue and in such case the DISCOM shall also make efforts to supply power to 'Captive User from its own source subject to availability and payment of charges as applicable to the power supplied to the relevant category of consumers.
- 6.2** During the period in which Force Majeure conditions prevail, HVPNL/Discoms shall not be liable to pay any compensation or damage or any claims whatsoever for any direct or indirect loss that may be suffered by the Captive User/company on account of wheeling and/or Banking of Electricity not being performed during the period.
- 6.3** In case HVPNL/Discoms on account of any force majeure conditions/breakdown of Grid or any other conditions due to which transmission/ distribution lines are not in a position to evacuate/ wheel the power, then HVPNL/Discoms shall not be liable to pay any compensation or damage or any other claims whatsoever for any direct or indirect loss to the Company. HVPNL /DISCOMs shall not also be liable to pay any compensation for any damage caused to any part of the Project resulting on account of parallel operation of the grid.

ARTICLE - 7

TERM, TERMINATION AND DEFAULT

7.1 Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement shall be valid till 30th April following the date of signing of this agreement and further extendable year on year basis subject to the validity of

the captive status of the generator as per Electricity Act, 2003 & Electricity Rules, 2005 and as per HERC Regulations/ Orders as amended from time to time.

7.2 Events of Default:

Company's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Company:

- a. Failure or refusal by the Company or Captive User to perform any of its obligations agreed under this Agreement.
- b. Non-payment of charges or non-payment/non-maintenance of security as specified in this agreement within the time specified.
- c. Failure to establish status of Captive Generating Plant in any contract year.
- d. Submission of fake, fabricated or misleading document(s), incorrect, certificate(s), undertaking(s), information etc.

7.3 Termination:

Termination for Company's Default:

- i) Upon the occurrence of any event of default as set out in sub-clause 7.2 above, the Discoms may deliver a Default Notice of 15 days to the Company in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the Company to remedy the same within a month from the date of notice.
- ii) In case the Company fails to remedy the default(s) notified in the above Notice within the time indicated in the notice, the Discoms shall be entitled to terminate this Agreement with immediate effect.
- iii) Upon termination of this agreement, the Discoms shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfil the payment obligations arising as per the Agreement prior to the date of termination.
- iv) On termination of contract by DISCOMs, banked units for that particular period shall be lapsed and no compensation shall be provided and besides that, security deposit shall also be forfeited.

ARTICLE 8

DISPUTE RESOLUTION

- 8.1** The Parties to this agreement hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 8.2** All disputes or differences between the Parties arising out of or in connection with this Agreement shall, as far as possible, be settled through mutual negotiations.
- 8.3** Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided

herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

- 8.4** If the designated representatives are unable to resolve a dispute under this Agreement within ninety (90) days after such dispute arises, or such other reasonable period as may be mutually acceptable to the parties then it shall be referred to the Commission in accordance with the provisions of the Electricity Act 2003, for resolution of the dispute under Section 86(1)(f) of the Act.

ARTICLE -9

OTHER OBLIGATIONS

- 9.1** The Company shall abide by the Electricity Act, 2003 the State Grid code, HERC Electricity Supply Code, Regulations, Rules, Codes and Standards made thereunder.
- 9.2** The Company shall strictly comply with the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.
- 9.3** The Company shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- 9.4** The Company shall furnish when required, any data necessary for the system studies conducted by the HVPN/Discoms.
- 9.5** The starting current of the Generator shall not exceed 110% of the full load current of the generator and for that purpose, the generator shall provide necessary current limiting devices.
- 9.6** The cost of Stamp Duty charges shall be borne by the Company.

ARTICLE - 10

MISCELLANEOUS PROVISIONS

10.1 Governing Law:

This Agreement shall be interpreted, construed, and governed by the Laws of India including the Electricity Act, 2003 and the Rules/ Regulations framed there under.

10.2 Waivers:

Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.

10.3 Limitation, Remedies and Damages:

Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

10.4 Notices:

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date

of receipt, if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form) to: -

i. In case of HVPNL:

- i. Designation of authorized representative: CE/ SO & Commercial,
HVPNL, Haryana State
- ii. Telephone No.: 0172-2560547
- iii. E-mail : cesocomml@hvpn.org.in

In case of DISCOMs:

- i. Designation of authorized representative: Chief Engineer/ System Operation UHBVN,
Panchkula
or
Chief Engineer/Commercial, DHBVN, Hisar
- ii. Telephone No.: 0172- 3019158
- iii. E-mail : ucrpanchkula@uhbvn.org.in

ii. In case of the Company:

- i. Designation of authorized representative:
- ii. Telephone No.:
- iii. E- mail:

10.5 Severability:

Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.

10.6 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of all the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] at the instance of any of the parties, or *suo-moto*, after giving an opportunity of hearing to all the parties.

10.7 Assignment:

The Company shall not assign this Agreement or any portion hereof without the prior written consent of the HVPNL / DISCOMs and approval of the Commission. Provided further that any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

10.8 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between HVPNL, Discoms and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be

of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, HVPNL/ Discoms and the Company shall mutually consult to resolve the inconsistency however without prejudice to the provisions of the Act, Rules and Regulations made thereunder.

10.9 Further Acts and Assurances:

Each of the Parties agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF HVPNL

Name:

Designation of authorized representative:

CE/ SO & Commercial,
HVPNL, Haryana State

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF UHBVN

Name:

Designation of authorized representative:

Chief Engineer/ SO,
UHBVN, Panchkula

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF DHBVN

Name:

Designation of authorized representative:
Commercial

Chief Engineer/
DHBVN, Hisar

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF THE COMPANY

Name:

Designation of authorized representative:

WITNESSES

- 1.
- 2.