

BEFORE THE HON'BLE HIMACHAL PRADESH ELECTRICITY REGULATORY

COMMISSION SHIMLA – 171009.

18.02.26
Filing No. 61/2026
Case No.

IN THE MATTER OF:

The present Petition is being filed under Section 86(1)(k) read with Section 181 of the Electricity Act, 2003 and the relevant provisions of the HPERC (Conduct of Business) Regulations, 2024 seeking approval of the procedure as prescribed under Regulation 9(1) of the HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024.

BETWEEN:

Himachal Pradesh State Load Despatch Centre (HPSLDC).

Through: Chief Engineer, HPSLDC, GoHP, Totu, Shimla – 171011.

.....Petitioner

VERSUS

1. Himachal Pradesh State Electricity Board Ltd. (HPSEBL),

HP State Electricity Board Ltd., Vidyut Bhawan, Shimla – 171004.

2. Himachal Pradesh Power Transmission Corporation Ltd. (HPPTCL),

HP Power Transmission Corporation Ltd., Himfed Bhawan, New ISBT Road, Panjari (Below Old MLA Quarters), Shimla – 171005.

3. Directorate of Energy, Government of Himachal Pradesh,

Directorate of Energy, Government of Himachal Pradesh, Shanti Bhwan, Sector-3, Kangradhar Below BCS, New Shimla (H.P.) Pin Code-171009.

4. Himachal Pradesh Power Corporation Ltd. (HPPCL),

Himachal Pradesh Power Corporation Ltd., BCS, New Shimla, Himachal Pradesh – 171009.

5. M/s Yogindera Power Ltd (Baner Sangam- 2x2.5 MW SHEP),

M/s Yogindera Power Ltd (Baner Sangam- 2x2.5 MW SHEP), V.P.O. Jalari, Tehsil and Distt. Kangra(HP), Pin Code-176038.

6. M/s Nanti Hydro Power Pvt Ltd (Upper Nanti- 2x6.75 MW),

M/s Nanti Hydro Power Pvt Ltd (Upper Nanti- 2x6.75 MW), Greenko Group, 15th Floor, Hindustan Times Building, 18-20 KG Marg, New Delhi 110001

7. M/s Sandhya Hydro Power Projects Balargha Pvt. Ltd. (Balargha- 3x3 MW SHEP),

M/s Sandhya Hydro Power Projects Balargha Pvt. Ltd. (Balargha- 3x3 MW SHEP), Reg. Office-House No.24, Behind HPSEBL, Bhuntar Sub-station, Distt. Kullu(H.P.) Pin Code -175125.

8. M/s I A Hydro Energy Pvt. Ltd. (Chanju - 3x12 MW HEP),

M/s I A Hydro Energy Pvt. Ltd. (Chanju - 3x12 MW HEP),D-17, Lane-1, Sector-1, New Shimla(H.P.), Pin Code-171009.

9. M/s Baragarh Hydro Power Co. Pvt. Ltd. Prini (Lower Aleo- 2x1.25 MW SHEP),

M/s Baragarh Hydro Power Co. Pvt. Ltd. Prini (Lower Aleo- 2x1.25 MW SHEP), V.P.O. Prini, Tehsil-Manali, Distt.-Kullu(H.P.), Pin Code -175131.

10. M/s Malana Power Company Ltd (Malana-I- 2x43 MW HEP),

M/s Malana Power Company Ltd (Malana-I- 2x43 MW), Bhilwara Tower, A-12, Sector-1, Noida (NCR-Delhi), Pin Code-201301.

11. M/s Kundan Green Energy (Kut- 3x8 MW SHEP),

M/s Kundan Green Energy (Kut- 3x8 MW SHEP), Room No.3, H-35/3, Connaught Place, New Delhi, Pin Code-110001.

12. M/s Kanchanjunga Power Company Pvt. Ltd. (Baragaon- 3x8 MW),

M/s Kanchanjunga Power Project (3x8 MW), B-37, 3rd Floor, Sector-1, Noida, Gautam Budh Nagar (U.P.) Pin Code -201301.

13. M/s Suryakanta Hydro Energies Pvt. Ltd. (Lower Nanti- 2x7 MW),

M/s Suryakanta Hydro Energies Pvt. Ltd. (Lower Nanti- 2x7 MW), Gyamba house, South End, Lane-IV, Sector-1, New Shimla-171009.

14. M/s Everest Power Pvt. Ltd (Malana-II HEP- 2x50 MW),

M/s. Everest Power Pvt. Ltd., C/o Greenko Group, 15th Floor, Hindustan Times Building, 18-20 KG Marg, New Delhi-110001.

15. M/s Taranda Hydro Power Pvt. Ltd.(Rala- 2x6.5 MW),

M/s. Taranda Hydro Power Pvt. Ltd., C/o Greenko Group, 15th Floor, Hindustan Times Building, 18-20 KG Marg, New Delhi-110001.

16. M/s Cosmos Hydro Power Private Limited (Chanju II - 3x6.6 MW SHEP),

M/s Cosmos Hydro Power Limited Chanju-II (3x6.6MW SHP), D-21, First Floor, Panchsheel Enclave, New Delhi-110017.

17. M/s Bajoli Holi Hydropower Pvt. Ltd. (3x60 MW HEP),

M/s Bajoli Holi Hydropower Pvt. Ltd. (3x60 MW HEP), GMR Office, Vill-Deol, P.O. Holi, Tehsil- Bharmour, Distt.- Chamba, (HP) PinCode-176326.

18. M/s Kundan Hydro Pvt. Ltd. (Rajpur 9.9 MW SHEP),

M/s Kundan Hydro Pvt. Ltd. (Rajpur 9.9 MW SHEP), 1103, 11th Floor Surya Kiran Buildings KG Marg, Connaught Place, New Delhi Pin Code -110001.

19. M/s GROWEL ENERGY COMPANY LIMITED (Ani SHEP 2X2.5 MW),

M/s Growel Energy Company Ltd. Electronic Complex,Chambaghat Solan-173213.

20. M/s Naitwar Mori HPS (2x30 MW),

M/s Naitwar Mori HPS (2x30 MW), Village Bainol, P.O. Mori, Teh. Mori, Distt Uttarkashi, UK 249128.

21. M/s Gangdari Hydro Power Pvt. Ltd. (Jogini 16 MW SHEP),

M/s Gangdari Hydro Power Pvt. Ltd. (Jogini 16 MW SHEP), C/o Greenko Group, 15th Floor, Hindustan Times Building,18-20 KG Marg, New Delhi 110001.

22. M/s Greenko Tejassarnika Hydro Energies Pvt. Ltd. (Upper Joiner 4x3 MW SHEP),

M/s Greenko Tejassarnika Hydro Energies Pvt. Ltd., C/o Greenko Group, 15th Floor, Hindustan Times Building, 18-20 KG Marg, New Delhi-110001.

23. M/s Greenko Sumez Hydro Energies Pvt. Ltd. (Sumez 14.00 MW SHEP),

M/s Greenko Sumez Hydro Energies Pvt. Ltd., C/o Greenko Group, 15th Floor, Hindustan Times Building, 18-20 KG Marg, New Delhi-110001.

24. M/s Nanal Hydro Power Consultancy Pvt. Ltd. (Hysrund 3.30MW SHEP),

M/s Nanal Hydro Power Consultancy Pvt. Ltd. (Hysrund 3.30MW SHEP), C/o Vardaan Building, Below Gita Mandir, Tutikandi, Shimla-171004.

25. M/s Snowdew Hydroelectric Power Project Pvt. Ltd. (Kiunr 5MW SHEP),

M/s Snowdew Hydroelectric Power Projects Pvt. Ltd., Vill. Dhanotu, P O Mahadev, Sundernagar, Distt. Mandi (H.P.) 175018.

26. M/s Kundan Hydro (Luni) Pvt. Ltd. (3x1.5 MW),

M/s Kundan Hydro (Luni) Pvt. Ltd. (3x1.5 MW), Luni Power House, Vill. Deol Khas, P.O. & Teh. Baijnath, Distt. Kangra, H.P.-176125.

27. M/s Ginni Global Pvt. Ltd. (Balsio 5 MW HEP),

M/s Ginni Global Pvt. Ltd., 907, 9th floor, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, Dehli-110034.

28. M/s JSW Energy Ltd. (Kutehr 3x80 MW HEP),

M/s JSW Energy Ltd. (Kutehr 3x80 MW HEP), Vill. Machhettar, P.O. Chanhouta, Teh. Bharmour, Distt. Chamba (H.P.).

29. M/s ACC Ltd., Gagal Cement Works, Barmana,

M/s ACC Ltd., Gagal Cement Works, V.P.O. Barmana, Distt.- Bilaspur (H.P.), Pin Code-174013.

30. M/s Ultra Tech Cement Limited Unit- Bagheri,

M/s Ultra Tech Cement Limited Unit- Bagheri, Vill. Pandiyana, P.O. Khillian, Tehsil-Nalagarh, Distt- Solan (H.P.) Pin Code-174101.

31. M/s Ambuja Cements Ltd., Unit – Suli,

M/s Ambuja Cements Ltd., Unit - Suli, Vill Suli, P.O. Darlaghat, Tehsil - Arki Distt. Solan, (H.P.) Pin Code-171102

32. M/s Ambuja Cement Ltd. (Unit- Rauri),

M/s Ambuja Cement Ltd. (Unit- Rauri), Vill-Rauri, P.O-Darlaghat, Teh-Arki, Distt-Solan, (H.P) Pin Code-173221.

33. M/s Ambuja Cement Ltd. (Unit- Nalagarh),

M/s Ambuja Cement Ltd. (Unit- Nalagarh), Vill-Navagraon, P.O. Jajhra, Teh.-Nalagarh, Distt. Solan, (H.P.) Pin Code-174101

34. M/s Birla Textile Mills (A Unit of Sutlej Textiles and Industries Ltd.),

M/s Birla Textile Mills (A Unit of Sutlej Textiles and Industries Ltd.), Sai Road, Bhatouli Khurd, P.O. Baddi, Distt. Solan, (H.P.) Pin Code-173205.

35. M/s J B Rolling Mills Ltd.,

M/s J B Rolling Mills Ltd., Johron, Kala Amb., Tehsil-Nahan, Distt. Sirmour, (H.P.) Pin Code-173030.

36. M/s UltraTech Cement Limited Unit- Baga Cement Works,

M/s UltraTech Cement Limited Unit- Baga Cement Works, Vill-Baga, P.O.-Kandhar, Tehsil Arki, Distt Solan, (H.P.) Pin Code-171102

37. M/s Winsome Textile Industries Ltd (Unit-I),

M/s Winsome Textile Industries Ltd (Unit-I), Sai Road, P.O Baddi, Teh- Baddi, Distt Solan, (H.P.) Pin Code -173205.

38. M/s L'oreal India Private Limited,

M/s L'oreal India Private Limited, Plot No. 146A-150, EPIP Phase 1, JharmajriBaddi, 174103

39. M/s Asian Concrete & Cements Pvt. Ltd.,

M/s Asian Concrete & Cements Pvt. Ltd., Village Bir Plassi, PO Manjholi, Tehsil Nalagarh,, Distt Solan, 174101

40. M/s Birla Textile Mills Unit-II,

M/s Birla Textile Mills Unit-II, Sai Road, Bhatouli Khurd, P.O. Baddi, Distt. Solan, (H.P.) Pin Code-173205.

41. M/s Amba Shakti Ispat Ltd.,

M/s Amba Shakti Ispat Ltd., Plot No 6, Trilokpur Rd, Kala Amb, Distt.-Sirmaur, (H.P.) Pin Code-173030.

42. M/s H.M. Steels Ltd.,

M/s H.M. Steels Ltd., Tirlokpur Road, Vill-Johron, Kala Amb, Distt. Sirmour, (H.P.) Pin Code-173030.

43. M/s Indorama Industries Ltd.,

M/s Indorama Industries Ltd., Plot No. 10, Industrial Area, Lodhi Majra Baddi, Distt. Solan, (H.P.) Pin Code-173205.

44. M/s INOX Air Products Ltd.,

M/s INOX Air Products Ltd., Vill Kunjhal, Industrial Area, Barotiwala, Distt- Solan,(H.P.) Pin Code-174103.

45. M/s Pasupati Spinning and Weaving Mills Ltd.,

M/s Pasupati Spinning and Weaving Mills Ltd., Village Khairi, Trilokpur Road, Kala-amb, Teh.- Nahan, Distt.-Sirmour, (H.P.) Pin Code - 173030.

46. M/s Su-Kam Power Systems Ltd.,

M/s Su-Kam Power Systems Ltd., Plot No. 7, Apparel Park cum Ind. Area, Katha, Baddi, Distt. Solan, (H.P.) Pin Code - 173205.

47. M/s Sun Pharmaceutical Industries Ltd.,

M/s Sun Pharmaceutical Industries Ltd., Vill- Ganguwala, Teh.-Paonta Sahib, Distt.- Sirmour, (H.P.) Pin Code -173025.

48. M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-I,

M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-I, Vill- Khol, Baddi-Nalagarh Road, Baddi, Distt. Solan, (H.P.) Pin Code -173205

49. M/s Dr. Reddys Laboratories Ltd. Formulation Baddi –II,

M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-II, Village- Mauja Thana, Baddi-Nalagarh Road, Baddi, Distt. Solan, (H.P.) Pin Code -173205.

50. M/s Macleods Pharmaceutical Ltd.,

M/s Macleods Pharmaceutical Ltd., Vill- Theda, P.O. Ladhimajra, Tehsil- Baddi, Distt. Solan, (H.P.) Pin Code -173205.

51. M/s Winsome Textile Industries Ltd (Unit-II),

M/s Winsome Textile Industries Ltd (Unit-II), Vill- Kaundi, Tehsil Baddi, Distt. Solan, (H.P.) Pin Code -173205.

.....**Respondents**

Through Standing Counsel

**Surinder Saklani,
(Advocate)**

FILING NO.:_____

Petition/Application No.:_____

IN THE MATTER OF:-

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M/s Kundan Hydro (Luni) Pvt. Ltd. (3x1.5 MW), Luni Power House, Vill. Deol Khas, P.O. & Teh. Baijnath, Distt. Kangra, H.P.-176125.

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28. M/s JSW Energy Ltd. (Kutehr 3x80 MW HEP),

M/s JSW Energy Ltd. (Kutehr 3x80 MW HEP), Vill. Machhettar, P.O. Chanhouta, Teh. Bharmour, Distt. Chamba (H.P.).

29. M/s ACC Ltd., Gagaj Cement Works, Barmana,

M/s ACC Ltd., Gagal Cement Works, V.P.O. Barmana, Distt. - Bilaspur (H.P.), Pin Code-174013.

30. M/s Ultra Tech Cement Limited Unit- Bagheri,

M/s Ultra Tech Cement Limited Unit- Bagheri, Vill. Pandiyana, P.O. Khillian, Tehsil- Nalagarh, Distt- Solan (H.P.) Pin Code-174101.

31. M/s Ambuja Cements Ltd., Unit – Suli,

M/s Ambuja Cements Ltd., Unit - Suli, Vill Suli, P.O. Darlaghat, Tehsil - Arki Distt. Solan, (H.P.) Pin Code-171102

32. M/s Ambuja Cement Ltd. (Unit- Rauri),

M/s Ambuja Cement Ltd. (Unit- Rauri), Vill-Rauri, P.O-Darlaghat, Teh-Arki, Distt-Solan, (H.P) Pin Code-173221.

33. M/s Ambuja Cement Ltd. (Unit- Nalagarh),

M/s Ambuja Cement Ltd. (Unit- Nalagarh), Vill-Navagraon, P.O. Jajhra, Teh.-Nalagarh, Distt. Solan, (H.P.) Pin Code-174101

34. M/s Birla Textile Mills (A Unit of Sutlej Textiles and Industries Ltd.),

M/s Birla Textile Mills (A Unit of Sutlej Textiles and Industries Ltd.), Sai Road, Bhatouli Khurd, P.O. Baddi, Distt. Solan, (H.P.) Pin Code-173205.

35. M/s J B Rolling Mills Ltd.,

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36. M/s UltraTech Cement Limited Unit- Baga Cement Works,

M/s UltraTech Cement Limited Unit- Baga Cement Works, Vill-Baga, P.O.- Kandhar, Tehsil Arki, Distt Solan, (H.P.) Pin Code-171102

37. M/s Winsome Textile Industries Ltd (Unit-I),

M/s Winsome Textile Industries Ltd (Unit-I), Sai Road, P.O Baddi, Teh- Baddi, Distt Solan, (H.P.) Pin Code -173205.

38. M/s L'oreal India Private Limited,

M/s L'oreal India Private Limited, Plot No. 146A-150, EPIP Phase 1, Jharmajri Baddi, 174103

39. M/s Asian Concrete & Cements Pvt. Ltd.,

M/s Asian Concrete & Cements Pvt. Ltd., Village Bir Plassi, PO Manjholi, Tehsil Nalagarh,, Distt Solan, 174101

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Pin Code-173205.

41. M/s Amba Shakti Ispat Ltd.,

M/s Amba Shakti Ispat Ltd., Plot No 6, Trilokpur Rd, Kala Amb, Distt.-Sirmaur, (H.P.)
Pin Code-173030.

42. M/s H.M. Steels Ltd.,

M/s H.M. Steels Ltd., Tirlokpur Road, Vill-Johron, Kala Amb, Distt. Sirmour, (H.P.) Pin
Code-173030.

43. M/s Indorama Industries Ltd.,

M/s Indorama Industries Ltd., Plot No. 10, Industrial Area, Lodhi Majra Baddi, Distt.
Solan, (H.P.) Pin Code-173205.

44. M/s INOX Air Products Ltd.,

M/s INOX Air Products Ltd., Vill Kunjhal, Industrial Area, Barotiwala, Distt- Solan,(H.P.)
Pin Code-174103.

45. M/s Pasupati Spinning and Weaving Mills Ltd.,

M/s Pasupati Spinning and Weaving Mills Ltd., Village Khairi, Trilokpur Road, Kala-amb,
Teh.- Nahan, Distt.-Sirmour, (H.P.) Pin Code - 173030.

46. M/s Su-Kam Power Systems Ltd.,

M/s Su-Kam Power Systems Ltd., Plot No. 7, Apparel Park cum Ind. Area, Katha,
Baddi, Distt. Solan, (H.P.) Pin Code - 173205.

47. M/s Sun Pharmaceutical Industries Ltd.,

M/s Sun Pharmaceutical Industries Ltd., Vill- Ganguwala, Teh.-Paonta Sahib, Distt.-
Sirmour, (H.P.) Pin Code -173025.

48. M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-I,

M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-I, Vill- Khol, Baddi-Nalagarh Road,
Baddi, Distt. Solan, (H.P.) Pin Code -173205

49. M/s Dr. Reddys Laboratories Ltd. Formulation Baddi –II,

M/s Dr. Reddys Laboratories Ltd. Formulation Baddi-II, Village- Mauja Thana, Baddi-
Nalagarh Road, Baddi, Distt. Solan, (H.P.) Pin Code -173205.

50. M/s Macleods Pharmaceutical Ltd.,

M/s Macleods Pharmaceutical Ltd., Vill- Theda, P.O. Ladhimajra, Tehsil- Baddi, Distt. Solan, (H.P.) Pin Code -173205.

51. M/s Winsome Textile Industries Ltd (Unit-II),

M/s Winsome Textile Industries Ltd (Unit-II), Vill- Kaundi, Tehsil Baddi, Distt. Solan, (H.P.) Pin Code -173205.

.....**Respondents**

MOST RESPECTFULLY SHOWETH:

1. That the present Petition is being filed before this Hon'ble Commission seeking approval of the procedure contemplated under Regulation 9(1) of the Himachal Pradesh Electricity Regulatory Commission (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024. The present Petition is being preferred under Section 86(1)(k) read with Section 181 of the Electricity Act, 2003, read further with the relevant provisions of the HPERC (Conduct of Business) Regulations, 2024.
2. That the present Petition is being filed beyond the period of thirty (30) days stipulated under Regulation 9(1) of the HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, which period commenced from the date of notification of the said Regulations i.e. 17.12.2024. However, the Petitioner had, within the prescribed period, submitted the draft detailed procedure to this Hon'ble Commission vide letter No. **HPSLDC/Open Access/Vol-II/2024-25/9216-18, dated: 15.01.2025**. A copy of the said letter is enclosed herewith and annexed as **Annexure-P/A**.
3. That the Hon'ble Commission has notified the HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, vide Notification No. HPERC/ED(T)/D(TE)/GEOA/38, dated: 17.12.2024.
4. That the Petitioner has been designated as the State Nodal Agency for grant of short term Green Energy Open Access under Regulation 3(1) of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, which stipulates as under: -

“

The Himachal Pradesh State Load Despatch Centre (HPSLDC) shall operate as the State Nodal Agency for grant of short term Green Energy Open Access.

”

5. That the Petitioner, in its capacity as State Nodal Agency, is required to develop a detailed procedure for Green Energy Open Access including the application format and applicable Bank Guarantees/Fee/Charges etc., in consultation with the Distribution Licensee and to place the same before this Hon'ble Commission for approval, in terms of Regulation 9(1) of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024. Relevant of said Regulation stipulates as under:-

“

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 specified by the State Nodal Agencies, in consultation with the Distribution Licensee, within a period of 30 days from the date of notification of these Regulations and filed before the Commission for approval. The State Nodal Agencies shall be guided by the procedure published by Power System Operation Corporation (POSOCO, Now Grid Controller of India), National Load Despatch Centre (NLDC) for grant of green energy open access, prepared in compliance to the Rules.

”

6. That the Petitioner had submitted the draft detailed procedure for grant of short term Green Energy Open Access to this Hon'ble Commission for approval, vide letter No. **HPSLDC/ Open Access/Vol-II/2024-25-9216-18, dated: 15.01.2025**. A copy of the said letter is enclosed herewith and annexed as **Annexure P/A**.
7. That the Hon'ble Commission vide letter No. **HPERC-ED (T)/D(TE)/GEOA/38-4075, dated: 04.02.2026** has directed the Petitioner to file a petition for approval of the detailed procedure for Grant of Short Term Green Energy Open Access. A copy of the said letter is enclosed herewith and annexed as **Annexure-P/B**
8. That the detailed procedure for grant of short term Green Energy Open Access, guided by the procedure published by Power System Operation Corporation (POSOCO, Now Grid Controller of India), National Load Despatch Centre (NLDC) for grant of green energy open access, prepared in compliance to the Rules, has been finalized and is annexed hereto as **Annexure – P/C** for approval of this Hon'ble Commission.

9. (i) Facts in issue: Approval of detailed procedure under Regulation 9(1) of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024

(ii) **Question in law:** Whether the Hon'ble Commission may approve the procedure under Sections 86(1)(k) & 181 of the Electricity Act, 2003.

10. That the grounds for the present Petition arise from Regulations 3(1) and 9(1) of the HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, read with Sections 86(1)(k) and 181 of the Electricity Act, 2003.

11. That no petition or application on the subject matter has been filed or is pending before any other court or authority.

12. That no alternative statutory remedy is prescribed or applicable in the present matter, as the Petition seeks approval of a procedure as mandated under Regulation 9(1).

13. That no petition/application is known to have been filed by the Respondents before this Hon'ble Commission against the subject matter of the present Petition.

14. That no interim application is being filed along with the present Petition.

15. Details of INDEX:

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3	Annexure-P/A – Letter submitting the draft procedure	11-30
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5	Annexure –P/C – Detailed procedure for Green Energy Open Access	32-50

16. Fee Particulars:

Name of the Bank: Punjab National Bank

Branch: Totu

NEFT No.: PUNBN62026021251796636

Dated: 12.02.2026.

17. List of enclosure:

- i. Annexure – P/A – Letter submitting the draft procedure.
- ii. Annexure – P/B - Letter of the Hon'ble Commission for procedure
- iii. Annexure – P/C – Draft detailed procedure for Green Energy Open Access

18. That no order is challenged in the present Petition; hence, filing of the original order does not arise.

19. That the present petition seeks approval of the proposed procedure; accordingly, there is no requirement to file written submissions prior to the first hearing.

20. That a copy of the petition with all enclosures has been forwarded to all respondent. E-mail receipt is annexed.

21. That no other material facts or particulars remain to be stated.

22. Reliefs sought:

In view of the facts mentioned above, the Petitioner respectfully prays that this Hon'ble Commission may be pleased to:

- a. Approve the detailed procedure for grant of short-term Green Energy Open Access annexed as **Annexure P/C**;
- b. Pass such further or other orders as deemed fit in the facts and circumstances of the case.

Dated at Shimla this 17th day of February 2026.

Through Standing Counsel

DECLARATION BY PETITIONER/APPLICANT

The Petitioner(s)/Applicant(s) above named hereby solemnly declare(s) that nothing material has been concealed or suppressed and further declare(s) that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the original(s)/fair reproduction /true translation thereof.

Verified at Shimla on this 17th day of February 2026.

VERIFICATION

I, **Desh Raj**, s/o **Sh. Bansi Ram**, age **52 years** working as **Chief Engineer** in the office of **Himachal Pradesh State Load Despatch Centre (HPSLDC), GoHP, Totu, Shimla - 171011** do hereby declare that I am duly authorised by the Petitioner/Applicant, to make this petition/application, and verify that the contents of the paras **01** to **21** are true to my personal knowledge/derived from officials record and are believed to be true on legal advice and that I have not suppressed any material facts.

Date 17.02.2026

Place Shimla

DRAFT
DETAILED PROCEDURE
FOR
GRANT OF SHORT TERM GREEN ENERGY OPEN ACCESS

Prepared in Compliance to the Sub-Regulation 9(1) of HPERC (Terms and Conditions for
Green Energy Open Access and Banking) Regulations, 2024

January 2025
Rev. 0

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1. Applicability and Scope of the Procedure

- 1.1** This detailed procedure (herein after referred to as “the procedure”) is in accordance with sub-regulation 9(1) of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024.
- 1.2** Under HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, the Himachal Pradesh State Load Despatch Centre (HPSLDC) shall operate as the State Nodal Agency for grant of Short Term Green Energy Open Access.
- 1.3** The procedure shall apply for registration and applications made for grant of Short Term Green Energy Open Access for use of Intra-State transmission and/or distribution system.
- 1.4** Green Energy Open Access (GOAR) is the single window portal to register and apply for Green Energy Open Access being maintained by the Central Nodal Agency.
- 1.5** All information related to approvals, rejections, revisions, curtailment, etc. shall be made available to the respective participants through web-based portal for Green Energy Open Access.
- 1.6** These regulations shall be applicable for all types of renewable energy sources as defined in the sub-regulation (m) of regulation 2 of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024.

2.. Roles and Responsibility

2.1 Role of the Green Energy Open Access Entity

- 2.1.1** Any entity who intends to avail Green Energy Open access shall first get registered on Green Energy Open Access (GOAR) Portal of Central Nodal Agency. The grid connected entities shall be eligible to make an application for seeking Green Energy Open Access after the registration process is completed in all respects.
- 2.1.2** The concerned entity shall seek concurrence of transmission and/ or distribution licensee, for the intended transactions, on the prescribed format. (FORMAT I: Application for seeking concurrence from transmission licensee and / or distribution licensee). The application on this format, along with the documents, duly signed, as required to be submitted as per the requirement of the said format, shall be submitted to the following officers of the transmission licensee and / or distribution licensee, as the case may be:-
 - i. The General Manager (C&D), HPPTCL, Himfed Bhawan, Tuttikandi, Shimla – 171005.
 - ii. The Chief Engineer (SO), HPSEBL, Vidyut Bhawan, Shimla – 171004
- 2.1.3** The Green Energy Open Access applicant, being the registered entity, shall submit an application complete in all respects, in the formats specified by the Central Nodal Agency and the formats & application fee specified in this procedure, on the central web-based GOAR Portal:

Provided that in case of Intra-State Short Term Open Access transactions wherein both injecting entity and drawee entity are within SLDC control area, the Green Energy Open Access applicant shall submit an application, complete in all respects, in the formats & application fee as specified in the sub-clause 4.4 of this procedure, on the SLDC web-portal also.

2.2 Role of Transmission Licensee

- 2.2.1** The transmission licensee involved in a Green Energy Short Term Open Access transaction shall issue the concurrence for the use of their transmission system, within three (3) working days of the receipt of the request for concurrence on the prescribed format to the Green Energy Open Access customer. (FORMAT II: Concurrence from the transmission licensee or distribution licensee).
- 2.2.2** In case where concurrence cannot be given, or is curtailed, for any specific reasons beyond the reasonable control of the licensee, the reasons for with-holding the concurrence shall be recorded on the aforesaid FORMAT II.

2.3 Role of Distribution Licensee

- 2.3.1** The distribution licensee involved in a Green Energy Short Term Open Access transaction shall issue the concurrence for the use of their distribution system, within three (3) working days of the receipt of the request for concurrence on the prescribed format to the Green Energy Open Access customer. (FORMAT II: Concurrence from the transmission licensee or distribution licensee).
- 2.3.2** In case where concurrence cannot be given, or is curtailed, for any specific reasons beyond the reasonable control of the licensee, the reasons for with-holding the concurrence shall be recorded on the aforesaid FORMAT II.

2.4 Role of State Load Despatch Centre (SLDC)

- 2.4.1** The SLDC shall be the nodal agency for registration of the State entities intending to avail Inter-State or Intra-State Green Energy Open Access.
- 2.4.2** The SLDC shall issue the No Objection Certificate / Standing Clearance for the Intra-State entities intending to avail Intra-State or Inter-State Green Energy Open Access.
- 2.4.3** All the information regarding the status of the processing of the application shall be updated by the Central Nodal Agency on the Green Energy Open Access (GOAR) Portal.

3. Registration

- 3.1** The entity who wants to avail Green Energy Open Access shall get register themselves first with SLDC as per HPERC (Levy and Collection of Fees and Charges by State Load Despatch Centre) Regulations, 2011 and its subsequent amendment thereof.
- 3.2** Once the connectivity & registration with SLDC have been obtained by the entity, an application for registration shall be made on the GOAR portal as per the following: -
- a) Applicant shall submit the registration requests complete in all respects, in the formats as specified by the Central Nodal Agency, on the GOAR Portal.
 - b) After the receipt of an application for registration, the SLDC shall conduct a preliminary scrutiny to ensure the application is complete in all respects. In case of any discrepancy/shortcoming/requirement for any further information, the SLDC shall inform the applicant through the GOAR portal for rectification of the deficiency within a period of two (2) working days. In case the applicant does not respond within a period of two (2) working days with the required details to the SLDC, the registration request shall be disposed of and reasons for such disposal shall be communicated to the applicant through GOAR.

- c) The SLDC shall process and recommend the applications of State entities to concerned RLDC within five (5) working days for new applications through GOAR Portal in case no discrepancy/shortcoming/requirement is observed.
- d) In case where the SLDC/concerned RLDC has communicated any deficiency or shortcomings in the application, the date of receipt of application shall be considered as the date on which the application has been received duly completed after removing the deficiency or rectifying the defects, as the case may be, the period of five (5) working days for SLDC shall be reckoned from such date.
- e) In case of any change in the information provided by the entity, it shall be incumbent upon the entity to update the information on GOAR. The SLDC shall recommend the application of Intra-State entities to the concerned RLDC within two (2) working days through GOAR after the complete application in all respects is received at the SLDC.
- f) The open access customer shall ensure that all details are corrects, failing which, the registration may be cancelled/denied by the SLDC/concerned RLDC.
- g) The grid connected entities shall be able to make an application for seeking standing clearance or applying for open access, only after the registration process is complete in all respects.

4. Standing Clearance by State Load Despatch Centre for State Entities

- 4.1** Online application, through GOAR, along with requisite documents /formats as specified by the Central Nodal Agency in their procedure and requisite documents / formats as specified in the procedure, as applicable shall be made by the Green Energy Open Access applicant for the issuance of Standing Clearance / No Objection Certificate (NOC) for availing Short Term Green Energy Open Access in Intra-State transmission and/or distribution system.
- 4.2** The application for Standing Clearance / No Objection Certificate (NOC) applied by the State Entities shall be processed by SLDC. SLDC shall provide the Standing Clearance / No Objection Certificate to State Entities for the quantum accorded by the transmission and / or distribution licensee in their concurrence for Inter-State and Intra-State transactions.
- 4.3** The entity shall check if there is any change in the details as entered during the time of registration before submitting the request for Standing Clearance / No Objection Certificate. Changes, if any, shall be submitted by the entity before applying for Standing Clearance / No Objection Certificate.
- 4.4** Eligible State Entities shall submit the documents as specified by the Central Nodal Agency in their procedure along with documents & application fees mentioned below. However, in case of Intra State transactions wherein both the injecting entity and drawee entity are within SLDC control area, the applicant shall also submit his application for Intra-State Short Term Green Energy Open Access in the below mentioned formats and application fees on SLDC web-portal.
 - a) An application for scheduling of Bilateral / Collective Transaction through Short Term Green Energy Open Access in Intra-State transmission and/ or distribution licensee shall be made on the prescribed format (FORMAT III: Application for scheduling of Intra-State Green Energy Short Term Open Access transactions).

- b) A non-refundable fee, payable to the State Load Despatch Centre (SLDC) as per HPERC (Short Term Open Access) Regulations, 2010 and subsequent amendment thereof.
- c) Concurrence / NOC from the Transmission Licensee and/or Distribution Licensee on FORMAT – II. The application(s) for scheduling of Intra-State Green Energy Short Term Open Access transaction without requisite concurrence will not be entertained.
- d) Letter of Intent (LoI) / Agreement for Sale and Purchase of Power in case of bilateral transaction.
- e) The details of the connectivity with Intra-State Transmission or Distribution System. Single Line Diagram of electrical system showing the detail of metering equipment installed on injection point(s) and drawal point(s).
- f) An undertaking as per FORMAT-IV.
- g) The copy of the sanction issued by the Distribution Licensee in his favour indicating the sanctioned Contract Demand. In case of the temporary revision of the Contract Demand as per the provisions of the Supply Code, the copies of relevant communication shall also be enclosed. (Note: This item is only applicable where Green Energy Short Term Open Access is sought by the consumer of the distribution licensee).
- h) In case of captive transaction, the concerned applicant shall submit the relevant documents showing the proof of the captive status.

4.5 Any consumer who has contracted demand or sanctioned load of 100 kW or more either through a single or through multiple connections aggregating Hundred kW or more located in the same electricity division of a distribution licensee except for the captive consumers shall be eligible for Short Term Green Energy Open Access:

Provided that in case of captive consumers there shall not be any load limitations

- 4.6** SLDC shall process the application for grant of Standing Clearance / No Objection Certificate or refusal within seven (7) working days from the date of receipt of the application for new grid-connected entity and within three (3) working days from the date of receipt of the application for an existing grid-connected user.
- 4.7** In case SLDC finds that the application for Standing Clearance / No Objection Certificate (NOC) is incomplete or defective in any respect, it shall communicate the same to the entity within two (2) working days from the date of the receipt of such application.
- 4.8** In case where the SLDC has communicated any deficiency or shortcoming in the application, the date of receipt of such application shall be considered as the date on which the application has been received duly completed after removing the deficiency or rectifying the defects, as the case may be and the period of seven (7) working days for new grid-connected entity and three (3) working days for an existing grid-connected entity shall be reckoned from such date.
- 4.9** In case the application is in order but the SLDC refuses to issue the Standing Clearance / No Objection Certificate (NOC) on the grounds of non-existence of necessary infrastructure or unavailability of surplus transmission capacity in Intra-State transmission network, then such refusal shall be communicated to the entity through GOAR within the

period of three (3) working days or seven (7) working days, as the case may be, from the date of the receipt of the application, along with reasons for such refusal.

- 4.10** In case the SLDC has not communicated the approval or refusal of the application for Standing Clearance / No Objection Certificate for use Intra-State transmission system, within a period of seven (7) working days or three (3) working days, as the case may be, the Standing Clearance / No Objection Certificate (NOC) shall be deemed to have been granted by 00:00 hrs. of the next day, after the expiry of such period of three (3) working days or seven (7) working days, as the case may be, for a period for which such Standing Clearance / No Objection Certificate was applied for or a period of seven (7) working days, whichever is lower.
- 4.11** The Standing Clearance / No Objection Certificate shall be issued by SLDC in the format as specified in Central Nodal Agency in their procedure for the Inter-State transactions and in FORMAT – V (Acceptance for Scheduling of Intra-State Green Energy Open Access Transactions) for the Intra-State transactions for a maximum period of one month.
- 4.12** The quantum of Standing Clearance / No Objection Certificate (NOC) issued by SLDC shall be at the regional periphery for Inter-State transactions and at the Generator Ex-Bus for the Intra-State transactions for all the State Entities.
- 4.13** The approved Standing Clearance / No Objection Certificate (NOC) shall be terminated in GOAR automatically after two (2) clear days in case of any major changes in the registration details. The applicant has to apply for fresh Standing Clearance / No Objection Certificate (NOC) with the revised registration details to the SLDC.
- 4.14** For renewal of Standing Clearance / No Objection Certificate (NOC), the grid-connected entity shall apply at least one week before the expiry of the Standing Clearance / No Objection Certificate (NOC) through GOAR, with a request of renewal along with requisite documents and application fee.
- 4.15** The transmission and distribution licensee shall be responsible for checking the margins available in their respective electrical system where the grid-connected entity is situated and shall issue the concurrence on FORMAT – II accordingly.
- 4.16** The Standing Clearance approval or rejection shall be available in GOAR portal to the applicant once the SLDC approves or rejects the application for Standing Clearance.
- 4.17** SLDC may withdraw the already issued Standing Clearance or downward revise the quantum (MW) or period of the Standing Clearance issued in respect of any applicant, in case of transmission or evacuation constraint or the Interest of Grid Security. However, after the constraint is removed/cured, the SLDC shall revive the Standing Clearance at the earliest.
- 4.18** For the Inter-State transactions, the Standing Clearance issued by SLDC shall be used in all bilateral transactions on GOAR portal and shall be cumulatively used in the collective transaction on the said portal.
- 4.19** For the Intra-State transactions, the SLDC shall issue separate Standing Clearance for different bilateral transactions on GOAR portal.
- 4.20** If the aggregate bid quantum of the grid-connected entity under bilateral transactions and collective transactions, exceeds the quantum of the Standing Clearance in any time block, then such grid-connected entity shall be debarred from participating in bilateral and collective transactions for a period of seven (7) days under the intimation to the concerned

entity.

5. Grant of Short Term Green Energy Open Access

- 5.1 The SLDC shall be the State Nodal Agency for grant of Short Term Green Energy Open Access in Intra-State transmission system.
- 5.2 The SLDC shall approve the applications for the Short Term Green Energy Open Access as per clause 4 of this procedure.
- 5.3 The order of processing of applications for Short Term Green Energy Open Access shall be first-in first-out.

6. Curtailment Priority

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

- a) The Short-Term Open Access customer (other than Green Energy Open Access Customer) shall be curtailed first followed by Short-Term Green Energy Open Access customers;
- b) Next, Medium-Term Open Access customer (other than Green Energy Open Access customer) followed by Medium-Term Green Energy Open Access customer shall be curtailed; and
- c) Next Long-Term Open Access customers (other than Green Energy Open Access customers) followed by Long-Term Green Energy Open Access shall be curtailed:

Provided that within a category, the Green Energy Open Access customers shall have equal curtailment priority and shall be curtailed on pro-rata basis:

Provided further that the, distribution licensee shall be curtailed, as a last resort.

7. Metering and Communication

- 7.1 Green Energy Open Access customer shall have the requisite communication/telemetry system in place to facilitate seamless communication real time of data/orders/information to/from the SLDC.
- 7.2 Metering shall be done in accordance with the provisions of CEA (Installation and Operation of Meters) Regulations, 2006, as amended from time to time and the relevant extent of State Regulations; and, the meter shall be capable of communicating the various energy parameters through Automatic Meter Reading (AMR) facility to SLDC on real time basis.

8. Revision of Procedure

The State Nodal Agency shall revise / amend this procedure, if required, in consultation with the distribution licensee, in accordance with HPERC (Green Energy Open Access and Banking) Regulations, 2024 and any order issued by the Hon'ble HPERC on the said regulations.

9. Green Energy Open Access Charges

The Application fees and Charges to be levied on Green Energy Open Access customers shall be as follows: -

a) Application Fees:

An application for scheduling power under Short Term Green Energy Open Access shall be as per HPERC (Short Term Open Access) Regulations, 2010 and subsequent amendment thereof, payable to the State Load Despatch Centre through demand draft or electronic transfer. In case of payment through electronic transfer (RTGS/NEFT), proof of having transferred the amount shall be enclosed.

b) Operating Charges:

Operating charges shall be as per HPERC (Short Term Open Access) Regulations, 2010 and subsequent amendment thereof, shall be payable by the applicant.

c) Transmission Charges:

- i. The transmission charges shall be payable as determined by the Commission from time to time in its MYR/ARR/Other Orders as per the relevant regulations.
- ii. In case, where a dedicated transmission system is used for Green Energy Open Access has been constructed for exclusive use of a Green Energy Open Access customer by the licensee, the transmission charges for such dedicated system shall be worked out by the transmission licensee and get the same approved by the Commission. The charges shall be borne entirely by such Green Energy Open Access customer till such time the surplus capacity is allotted and used for by other persons or purposes;

d) Wheeling Charges:

- i. The wheeling charges shall be payable as determined by the Commission from time to time in its MYR/ARR/Other Orders as per the relevant regulations.
- ii. In case, where a dedicated transmission system is used for Green Energy Open Access has been constructed for exclusive use of a Green Energy Open Access customer by the licensee, the transmission charges for such dedicated system shall be worked out by the transmission licensee and get the same approved by the Commission. The charges shall be borne entirely by such Green Energy Open Access customer till such time the surplus capacity is allotted and used for by other persons or purposes;

e) Cross Subsidy Charge, Additional Surcharge, Standby Facility and Charges, Banking Facility and Charges:

These charges shall be applicable as per the HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024.

f) Deviation Settlement Charges:

The Deviation Settlement Charges shall be as per HPERC (Deviation Settlement Mechanism and Related Matter) Regulations, 2024 amended upto date.

g) Reactive Energy Charges:

The payment and receipt of reactive energy charges shall be in accordance with the relevant provisions of the Himachal Pradesh Electricity Grid Code.

10. Treatment of the losses

The Intra-State transmission and distribution losses shall be applicable to the Intra-State entities as determined by the Commission from time to time in its MYT/APR/Order as per the relevant regulations.

11. Collection and Disbursement of charges

a) Operating Charges Bill:

The Operating Charges bill shall be raised by the SLDC to all the concerned State Entities. All the concerned entities shall deposit these charges within seven (7) days from the date of issuance of the bill.

b) Transmission and Wheeling Charges Bill:

The SLDC shall raise the transmission and/or wheeling charges bills to all concerned State Entities. The concerned State Entities shall deposit these charges within seven (7) days from the issuance of the bills. The collected charges shall be disbursed to concerned transmission and/or distribution licensee.

c) Cross Subsidy Charges, Additional Surcharges, Standby Charges and Banking Charges:

SLDC shall provide a monthly energy statement of consumers availing Short Term Green Energy Open Access to distribution licensee. The distribution licensee shall raise the cross subsidy charges, additional surcharges, standby charges and banking charges as applicable, approved by the Commission from time to time in its MYT/APR/Other Orders.

d) Deviation Settlement Charges:

The Deviation Settlement Charges shall be raised and collected as per HPERC (Deviation Settlement Mechanism and Related Matters), Regulations, 2024 and its amendment thereof.

e) Reactive Energy Charges:

The Reactive Energy Charges shall be raised as per the provision of the Grid Code.

12. Default in the payment

- i. In case of default in payment of the application fee or the charges specified under these regulations, the nodal agency, either on its own or at the request of the distribution licensee, may decide not to schedule the transaction, or to cancel the scheduling of already scheduled transaction, or not to entertain any application of such persons in future until such time the default is cured.
- ii. Notwithstanding the above, the person committing default in payment shall pay simple Interest at the rate of 0.04% for each day of default.

13. Indemnification

The applicant shall keep SLDC/STU indemnified at all time and shall undertake to indemnify, defend and save the SLDC/STU harmless from any and all damages, losses, claims and actions including those relating to injury or to 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.

Format I: Application for seeking concurrence from the Transmission licensee or the Distribution licensee

1.	Application No.			
2.	Name of Applicant			
3.	Status of Applicant (Consumers / Trading Licensee / Distribution Licensee / Generating Company)			
4.	In case of Trader, Licensee number and Type			
5.	Contact Details			
	Name			
	Designation			
	Office Address			
	Mobile No.			
	Email			
6.	Connectivity Details to the grid to be enclosed along with details of meters			
7.	(i) Location of the Generator (ii) Installed Capacity of the Generator			
8.	(i) Location of consumer (ii) Consumer No. (iii) Supply Voltage (iv) Sanctioned Contract Demand (in case of consumer of HPSEBL.			
9.	Buyer / Seller Details			
			Injecting Entity	Drawee Entity
	Name of Entity			
	Entity in which it is embedded			
10.	Concurrence requested from Transmission Licensee / Distribution Licensee			
	Date		Hours	
	From	To	From	To

Date:

Place:

Signature:

Name:

Designation:

- Encl:**
1. Connectivity details to the Grid
 2. Undertaking on Format IV
 3. Details of sanctioned Contract Demand and revised Contract Demand, copy of communication in that regard.

Format II: Concurrence from Transmission Licensee / Distribution Licensee

1.	Application No.				
2.	Applicant Name				
3.	Address				
4.	Buyer / Seller Details				
			Injecting Entity		Drawee Entity
	Name of Entity				
	Entity in which it is embedded				
5.	Concurrence requested from Transmission Licensee / Distribution Licensee				
	Date		Hours		MW
	From	To	From	To	
6.	Concurrence accorded by Transmission Licensee / Distribution Licensee				
	Date		Hours		MW
	From	To	From	To	

A curtailed concurrence (or no concurrence) is being granted on account of

Signature (With Stamp):
Name & Designation

Format III: Application for scheduling of Intra-State Green Energy Short Term Open Access Transactions

1.	Application No.			
2.	Applicant Name			
3.	Registration Name			
4.	Address for Correspondence			
5.	Status of Applicant (Consumers / Trading Licensee / Distribution Licensee / Generating Company)			
6.	In case of Trader, Licensee number and Type			
7.	Contact Details			
	Name			
	Designation			
	Office Address			
	Mobile No.			
7.	Email			
	Connectivity Details to the grid to be enclosed along with details of meters			
	9. (i) Location of the Generator (ii) Installed Capacity of the Generator			
	10. (i) Location of consumer (ii) Consumer No. (iii) Supply Voltage (iv) Sanctioned Contract Demand (in case of consumer of HPSEBL.			
	11. Buyer / Seller Details			
11.			Injecting Entity	Drawee Entity
	Name of Entity			
	Entity in which it is embedded			
12.	Schedule Request			
	Date		Hours	
	From	To	From	To
13.	Payment details of Non-Refundable Application Fee (Rs. 15000.00/-)			
14.	Declaration: The Provision of The Electricity Act, 2003, IEGC, CERC Regulations, HPEGC, HPERC Regulations and SLDC procedure with respect of Intra-State Green Energy Short Term Open Access transactions as amended from time to time are hereby understood and would be binding. Date: _____ Signature: _____ Place: _____ Name: _____ Designation: _____			

Format – IV: Undertaking to be furnished by the customer for Green Energy Short Term Purchase / Sale of power

(On non-judicial stamp paper of Rs.20/- duly attested by Notary Public)

I/ We, name on behalf of M/s name of the firm , having its Registered office at address and Works at address undertake(s) as under:-

1. Special Energy Meters (SEMs) / Interface Energy Meters (IEMs) capable of time-differentiated measurements for time block wise active energy and voltage-differentiated measurement of reactive energy in accordance with the HPERC Grid Code and the provisions of the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 along with telemetry connection have been installed in my premises by the licensee/ with the approval of licensee, after its testing from the labs of the licensee or Government recognised test house.
2. I/We undertake that the interface energy meter data shall be communicated to the SLDC by using a secured and dedicated Automatic Meter Reading (AMR)/ communication system.
3. I/We will restrict our total demand to be within our sanctioned contract demand/revised contract demand as the case may be and shall also further restrict the same as per the restrictions imposed by the concerned agencies from time to time. (Only for existing consumers of HPSEBL)
4. I/We will restrict our power drawal/injection under open access keeping in view the regulatory measures/restrictions imposed by HPSEBL/HPPTCL in the relevant system. I/We agree that in case the scheduled power as per capacity in MW reserved for open access as per NOC/Concurrence is curtailed or cancelled by SLDC, I/We shall immediately reduce/stop the drawl of power through open access failing which SLDC may suspend the NOC/Concurrence for 3 days for each day's default.
5. I/We agree to revise the schedule if the under drawal/ over drawal or under injection/over injection persists day continuously throughout. If I/We do not revise the schedule and under drawal/ over drawal or under/over injection continues for another one (1) day, no scheduling will be allowed for next three (3) days. The scheduling will be allowed only when a revised schedule is submitted by me/us. I/We agree to pay the Open Access charges for the full reserved capacity or used capacity, whichever is higher, for the entire period.
6. I/We agree that if the Open Access transactions proposed by me/us as a consumer of HPSEBL do not fully materialise, for reasons other than the corridor constraints, for two (2) consecutive days, the further scheduling shall not be allowed for next three (3) consecutive days unless I/We furnish an unconditional commitment from the seller for supply of power to me/us.
7. I/We agree that all equipment connected to the State Transmission/Distribution System shall be of such design and construction to enable the HPPTCL /HPSEBL to meet the requirement of performance standards as specified in the Grid Code and in the relevant Codes for the concerned Inter-connection point(s). I/We shall ensure that our loads do not cause violation of these standards. Open Access on the transmission system and wheeling on distribution system

shall be subject to transmission and distribution system constraints. The provision of Open Access shall remain suspended/curtailed during such period in which such constraints persist.

8. I/We shall not be entitled to claim compensation, in any shape, for any loss or damage whatsoever arising out of failure due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God and any other reason including grid's failure beyond the control of HPSEBL/HPPTCL.
9. I/We agree to abide by the rostering or restrictions imposed by HPSEBL/HPPTCL on our feeders (Applicable only for customers connected to mixed feeders).
10. I/We undertake that Green Energy Short Term Open access to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default including, but not limited to, the following: -
 - i. Having being declared as insolvent or bankrupt.
 - ii. Having defaulted in clearing outstanding dues of SLDC/HPSEBL/HPPTCL for more than one (1) months.
 - iii. Withdrawal of consent by Transmission and / or Distribution Licensee
11. I/We will supply a copy of the agreement signed by me/us for Sale/ Purchase of power through open access. Any change of name/agreement, advance intimation shall be given by the customer which shall in case of trader, be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of SLDC.
12. I/We will book the corridor access on the Inter-State transmission system if so needed and seek alterations, if required, as per CERC Regulations and procedure(s).
13. I/We will abide by the provisions of the Grid Code and Open Access Regulations issued by HPERC & CERC, as amended from time to time as well as the detailed procedure(s) framed thereunder.
14. I/We will operate a 24 hour control room and communicate real time power sale and purchase data through email/telephone to control room of SLDC as well as HPSEBL.
15. I/We understand that no relaxation in demand charges or any other charges payable by us as a consumer of HPSEBL.
16. I/We will be liable to pay application fee, operating charge, transmission charge, wheeling charge, cross subsidy charge, additional surcharge, standby charge, banking charge, deviation settlement charge, reactive energy charges and any other charges applicable on Green Energy Open Access customers in accordance with HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, as amended from time to time and the procedures or any other provisions/Regulations.
17. In case of any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, the SLDC/HPSEBL/HPPTCL reserves

the right to charge the difference in bill raised to the customer. I/We undertake to pay the total bill including these charges.

18. I/We will pay application fee, operating charges, transmission charges, wheeling charges and deviation settlement charges payments as applicable to SLDC. After due date, I/we agree to pay simple Interest @ 0.04 % on total amount of the bill for each day of default from due date. In case of non-payment of dues, SLDC reserves the right to cancel acceptance for Green Energy Open Access.
19. I/We will pay cross subsidy charges, additional surcharges, standby charges, banking charges and reactive charges payments as applicable to HPSEBL. After due date, I/we agree to pay simple Interest @ 0.04 % on total amount of the bill for each day of default from due date. In case of non-payment of dues, HPSEBL reserves the right to cancel acceptance for Green Energy Open Access.
20. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as applicable.
21. Any taxes/levies applicable on Green Energy Open Access transaction as imposed by Central and State Governments from time to time shall be borne by me/us.
22. I/We will fulfil our RPPO as per HPERC (Renewable Power Purchase Obligation and its Compliance) Regulations, 2010.
23. I/We will apply for No Objection Certificate/Concurrence/Consent for purchase of power through Power Exchange or through bilateral agreement minimum three (3) working days before the commencement of intended date of purchase of power through Power Exchange. I/We have noted that acceptance will be given by SLDC for a maximum period upto one month at a time.
24. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /SLDC/HPSEBL/HPPTCL from time to time.
25. I/We may surrender the capacity allotted to me/us by serving a notice to SLDC/RLDC as per HPERC/CERC regulations, if I/We are unable or not in position to utilize the full or substantial part of the capacity allotted to me/us. In case our capacity has been reduced or cancelled or surrendered, I/We shall bear Open access charges as per prevalent CERC/HPERC open access regulations.
26. I/We undertake to maintain grid discipline and ensure the energy injections/drawls as per the energy scheduled at the injection/delivery point.
27. I/We confirm that the provisions of the detailed procedure framed under HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024, as amended from time to time and I/We agree to abide by the same.
28. I/We agree that the disputes and complaints regarding metering and billing etc. will be first referred to the SLDC. The SLDC shall investigate and endeavour to resolve the grievance and

in case of its non-redressal within stipulated period or any dispute, it shall be referred to the appropriate appellate authority by the SLDC or by the Green Energy Open Access customer.

- 29.** I/We shall keep SLDC/STU indemnified at all time and shall undertake to indemnify, defend and save the SLDC/STU harmless from any and all damages, losses, claims and actions including those relating to injury or to 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.
- 30.** I/We agree that HPSEBL/HPPTCL/SLDC reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

Name: _____ Designation: _____

Place:

Date:

Seal:

Note:

- i) The undertaking is to be signed by the applicant on each and every page.
- ii) For seeking concurrence of the transmission or the distribution licensee, undertaking, duly signed shall be submitted on plain paper.
- iii) Copy of company/Board resolution or authority letter in favour of authorized signatory to be attached.

Format V: Acceptance for scheduling of Intra State Green Energy Open Access Transaction

SLDC Acceptance No.				Date:		
Ref. Original Application No.				Date:		
1.	Name of Applicant:			Registration Code		
2.	Name of Injecting Entity:					
3.	Name of Drawee Entity:					
Open Access Scheduling Requested						
4.	Date		Hours		MW	Total MWH
	From	To	From	To		
Total						
Open Access Scheduling Accepted						
5.	Date		Hours		MW	Total MWH
	From	To	From	To		
Total						
Payment Schedule						
6.	(i) Intra-State Transmission/Wheeling Charges			Rate (Rupees)	Total (Rupees)	
	Transmission Charges (STU)					
	Wheeling Charges (DISCOM)					
	(ii) Operating-Charges					
	(iii) Non-Refundable Application Fee (if not paid) in Rs.					
	Total (i + ii + iii) in Rs.					
7. A curtailed Acceptance is granted on account of _____						
8. This acceptance is subject to the provisions of HPERC (Terms and Conditions for Green Energy Open Access and Banking) Regulations, 2024 and amendment thereof and procedure there under.						

Place:**Date:****Signature****Name & Designation**