

strike, lockout, forces of nature, accident, act of God and any other reason including grid's failure beyond the control of PSPCL/ PSTCL.

6. I/We agree to rostering restrictions imposed by PSPCL/PSTCL on our feeders (Applicable only for customers connected to Category-II mixed industrial feeder, with no agricultural load on the feeder).
7. I/We undertake that Short Term Open access to be granted or allowed to us is liable to be rejected or cancelled/withdrawn in the event of default but not limited to the following: -
 - i) Having being declared as insolvent or bankrupt.
 - ii) Having defaulted in clearing outstanding dues of SLDC,PSPCL/PSTCL for more than two months.
 - iii) Feeder status falling under ineligible category for grant of Open Access.
 - iv) Withdrawal of consent by Distribution Licensee (PSPCL)
8. I/We will supply copy of the agreement signed with the traders for Sale/ Purchase of power through open access. Any change of name/agreement with the trader, advance intimation shall be given by the customer which shall be allowed subject to the prescribed business rules of the power exchange only after the grant of permission of competent authority of SLDC.
9. I/We will book the Open Access corridor on intra state and interstate transmission system and seek alterations, if required, as per Open Access Regulations and procedure(s).
10. I/We will abide by the provisions of the State Grid Code and Open Access Regulations issued by PSERC & CERC, as amended from time to time.
11. I/We will also furnish Daily/Monthly abstract of all power injection made by us on prescribed Performa (**Form VI**). This information will be supplied for all the days for which Standing Clearance/No Objection Certificate will be sought by us (customer) and granted by PSTCL, including the days when no bid is made by us (Generator/Seller) or the bid made is not accepted in the power exchange, indicating power scheduled through power exchange as zero for that day, duly authenticated by authorized signatory of the firm in the prescribed Performa.
12. I/We will operate a 24 hour control room and communicate real time power purchase data through fax/telephone to control room of SLDC as well as PSPCL.
13. I/We understand that no relaxation in Monthly minimum charges or peak load exemption charges as LS consumer of PSPCL is admissible to us for purchase of power under Open Access.
14. I/We will be liable to pay cross subsidy surcharge, Additional surcharge, voltage surcharge, reactive energy charges and any other charges applicable on Open Access customers in accordance to PSERC Open Access regulations, 2011, as amended from time to time.
15. In case any difference in wheeling, transmission, operating or any other charges remitted by the power exchange and actual applicable charges, SLDC/PSPCL/PSTCL reserves the right to charge the difference in bill raised to the customer. I/We undertake to pay the total bill including these charges.

16. I/We will make all payments associated with Short Term Open Access to the office of SE/Dy.CE/Open Access PSTCL, Patiala remitted only by Bank Draft or RTGS/NEFT in favour of Accounts Officer/SLDC payable at Patiala up to 4.00 P.M on working days. After due date I/we agree to pay LPS (Late payment surcharge) @ 1.25 % per month or part thereof on total amount of the bill. In case of non-payment of dues CE/SLDC reserves the right to cancel NOC for Open Access.
17. I/We will bear the transmission and distribution losses for the Intra-State/ Inter-State system, as notified by the State/Central Electricity Regulatory Commission (PSERC/CERC) from time to time.
18. Any taxes/levies applicable on Open Access transaction as imposed by Central and State Governments from time to time shall be borne by me/us.
19. I/We will fulfill our RPO as per Punjab State Electricity Regulatory Commission (Renewable Purchase Obligation and its Compliance) Regulations, 2011.
20. I/We will apply for Standing Clearance/ No Objection Certificate/Concurrence/Consent for purchase of power through Power Exchange or through bilateral agreement minimum 3 working days before the commencement of deemed date of purchase of power through Power Exchange. I/We have noted that Standing Clearance will be allowed by SLDC maximum upto one month.
21. I/We agree to provide and meet with all metering, protection and communication requirements, as specified by the Commission /PSPCL/PSTCL from time to time.
22. I/We may surrender the capacity allotted to me/us by serving a notice to PSTCL (Chief Engineer/SO&C, Ablowal, Patiala)/RLDC as per PSERC/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/PSERC open access regulations.
23. I/We undertake to co-ordinate with concerned officials of PSPCL (Sr Xen/MMTS & Sr Xen/DS/CBC,PSPCL) to ensure meter data reading/downloading as per fixed schedule
24. I/We undertake to maintain grid discipline and ensure the energy draws as per the energy scheduled at the delivery point.
25. I/We agree that the disputes and complaints regarding metering and billing etc. will be first referred to the Commercial and Metering Committee under the State Grid Code. 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.
26. I/We agree that PSPCL/PSTCL reserves their right to amend the above terms and conditions within the prescribed Regulatory framework.

Authorized Signatory

Name: _____

Place:

Designation:

Date:

Seal:

Note:

- i) Two sets of undertaking are to be prepared on non-judicial stamp paper of Rs.25/- duly Attested by Notary Public.*
- ii) The undertaking is to be signed by the applicant/consumer on each and every page. Two set of the undertaking are to be furnished to this office. One copy will be retained in the office of CE/ SO&C, SLDC, and second copy will be supplied to CE/ PP&R, PSPCL, Patiala, while operationalising the Open Access.*
- iii) Copy of company/Board resolution or authority letter in favour of authorized signatory to be attached.*
- iv) Note may be removed while printing this undertaking.*