

PUNJAB STATE POWER CORPORATION LIMITED (PSPCL)

Passport size
Photograph of
the applicant/
Authorized
signatory

**STANDBY/STARTUP POWER SUPPLY AGREEMENT
BETWEEN
CAPTIVE POWER PLANT**

(TO BE COMPLETED AND SIGNED BY APPLICANT)

1)	Name of applicant / organization/ institution (identity proof to be submitted)	
	a) Aadhaar Card No.	
2)	Address (Proof to be submitted)	
	a) House/Premises no	
	b) Street no.	
	c) Area/colony	
	d) City/ Village	
	e) Tel no./ Mobile No.	
	f) E-mail Address	
3)	Category / Purpose of supply	
4)	Standby/Startup Demand Applied (kVA)	
	a) Name of Division/Sub Division/Circle, PSPCL under whose jurisdiction point of drawl falls	
	b) Drawal Voltage Level in kV	
5)	Rated capacity of Generating Units of CPP	
	a) Total rated capacity of all the captive generating units of the CPP	
	b) Rated capacity of the unit with highest rating in the power plant	
6)	Permanent Application No.	
7)	Processing fee receipt no. & date	
8)	Security (consumption) receipt no. & date	
9)	Security (meter) receipt no. & date	
10)	Indicate if works are to be carried out by you for the service connection	
11)	Indicate if you want to install your own meter of approved make	
12)	Any electricity dues outstanding in PSPCL's area of supply in consumer's name	Yes/ No
13)	Any electricity dues outstanding for the premises for which Standby/Startup Power has been applied for	Yes/ No
14)	Any electricity dues outstanding of PSPCL, against any firm/company with which the consumer is associated as an Owner, Partner, Director or Managing Director	Yes/ No

NOTE : (i) Applicant shall submit the list of all the connections of firm(s)/ company(ies) with which the consumer is associated as an Owner, Partner, Director or Managing Director in PSPCL's area of supply

ii) For questions 12, 13 & 14 if the answer is 'Yes' in any case please provide details on a separate sheet)

VERIFICATION:

I/we also declare that the above information is true to my /our knowledge and in case I/We violate any undertaking/instructions or any other information is found to be false at any stage, Standby/Startup Power may not be permitted, if permitted, may be discontinued without prior notice and all charges deposited by me/us be forfeited.

Signature of the applicant(s)

15) TERMS OF AGREEMENT FOR AVAILING STANDBY/STARTUP POWER SUPPLY

THIS AGREEMENT MADE THIS ___day of _____20__ between the Punjab State Power Corporation Limited (hereinafter called the 'PSPCL' which expression shall where the context so require include its successors in office and assignees) having its Head Office at Patiala of the one part and _____ (hereinafter called 'Consumer' which expression where the context so require shall include his /her heirs, executors, administrators, legal representatives successors in business and assignees) of the other part.

Whereas the consumer has requested the PSPCL to supply him with electricity at his/her premises situated (address) _____ and indicated in red ink in the map attached hereto for the purpose of availing standby/startup power and the PSPCL has agreed to supply to the consumer such electricity upon the terms and conditions hereinafter contained.

Now, therefore, in consideration of the premises & mutual agreements, covenants set forth herein, it is hereby agreed by and between the parties as follows:-

- A) AND WHEREAS M/S _____ is operating the CPP with capacity..... located at village.....Tehsil.....Distt.....is willing to avail Standby/Startup Power upto ___ MW (For startup -upto 15% of the rated capacity of the unit with highest rating in the power plant and for standby Contracted Maximum demand shall not exceed the total rated capacity of all the generating units of the CPP) on "As and when required and available basis" for meeting the power requirement for their planned or forced outages and for startup, at the pre-commissioning stage or after a planned/forced outages from PSPCL.
- B) The electricity so supplied shall be of single/ two / three phase, alternating current, at a declared voltage of _____ thousand volts between phases and at a frequency of 50 cycles per second at the terminals. The frequency and voltage of the electricity at the point of supply shall be subject to fluctuations that are ordinary, usual and incidental to the generation and transmission of electricity but such fluctuations shall not except owing to extraordinary reasons beyond the control of the PSPCL, exceed the tolerance limits permitted under or Regulations notified by CEA/PSERC.
- C) AND WHEREAS PSPCL has agreed to provide Standby/Startup power, subject to load shedding as is applicable to the embedded consumers of the PSPCL.
- D) AND WHEREAS the Standby/Startup Power shall be allowed as per provisions of Punjab State Electricity Regulatory Commission (Harnessing of Captive Power Generation) Regulations, 2009 as amended from time to time.

- E) AND WHEREAS Standby/Startup power shall be made available at 11 kV or higher voltage as specified in the 'Supply Code 2014', as amended from time to time and applicable voltage surcharge/ rebate shall be levied /allowed.
- F) AND WHEREAS Startup Power shall be provided to the CPP who is neither a consumer of PSPCL nor has an agreement for availing the Standby Power.
- G) AND WHEREAS CPP, who is not a consumer of PSPCL, shall have to establish, operate and maintain the required interconnecting infrastructure at his cost for availing Standby/Startup power.
- H) AND WHEREAS the maximum demand that can be contracted under Startup Power shall not exceed 15% of the rated capacity of the unit with highest rating in the power plant.
- I) AND WHEREAS the maximum demand that can be contracted under Standby power shall not exceed the total rated capacity of all the captive generating units of the CPP.
- J) AND WHEREAS Standby power shall be admissible as per demand by CPP but limiting to a maximum period of 42 days in a financial year. The drawal of Standby power during any time block(s) of a day shall be counted as one day.
- K) The consumer shall not, without the previous consent/approval and execution of a new agreement, assign, transfer or part with the benefit of this agreement and shall not in any manner part with or create any partial or separate interest in it.
- L) Unless otherwise agreed upon the point of supply shall be the outgoing terminals of the metering equipment/circuit breaker or the control switch gear of the PSPCL installed at the consumer's premises from which electricity is supplied to the consumer.
- M) The consumer shall provide and maintain at his own cost an accommodation suitable as per requirement (both in size and construction) of the PSPCL for purpose of housing PSPCL's metering equipment including measuring devices and other equipments as may be considered necessary in close proximity to the main gate with independent access to the PSPCL.
- N) The meter shall be properly sealed by the authorized representative of the PSPCL in the presence of the consumer or his representative and shall not be interfered with by the consumer.
- O) Balancing of the load on the three phases of supply under the agreement shall be maintained in accordance with the CEA/PSERC Regulations.
- P) The duly authorized employees of the PSPCL shall be entitled at all reasonable times, to enter the premises of the consumer for the purpose of inspecting and testing his (Consumer) installation and /or for reading meter and inspecting and testing any of apparatus belonging to the PSPCL on the consumer's premises or for doing all things necessary or incidental to the proper maintenance of electricity supply to the consumer.
- Q) The consumer shall be solely responsible for and shall pay for any loss or damage to any supply lines, main fuses, meters and/or other apparatus belonging to the PSPCL on the premises of the consumer whether caused maliciously or through culpable negligence or default on the part of the consumer or any of his employees.
- R) The PSPCL shall not be liable for any claim for loss, damage or compensation whatsoever arising out of failure or shortage of supply when such failure or shortage is either directly or indirectly due to war, mutiny, civil commotion, riot, strike, lockout, fire, flood, tempest, lightning, earthquake or other force majeure causes or occurrences beyond the control of the PSPCL.
- S) The consumer shall agree to the supply of electricity under this agreement being curtailed, staggered or cutoff altogether by the PSPCL if the power position or any other emergency in power system warrants such a course of action.

- T) The PSPCL would have the right to temporarily discontinue power to the consumer at any time with prior notice, whenever it becomes necessary for the purpose of testing plant, equipments etc. and for this no compensation will be payable to the consumer.
- U) The consumer shall comply with the Supply Code-2014 Regulations as amended from time to time, which shall be deemed to be a part of the agreement and shall govern the parties hereto in so far as same are applicable.

16) EFFECTIVE DATE AND DURATION OF CONTRACT:

Notwithstanding anything to the contrary contained in this Agreement, the Agreement shall be deemed to have come into force with effect from _____ for all purpose. The Agreement shall remain valid till _____.

17) QUANTUM:

The quantum for Standby/Startup Power to be made available by PSPCL within its license area is indicated in the following table:-

Contract Period	Quantum in (MVA)	Time Duration
_____ to _____	upto _____(MVA)	"As and when required and available basis"

18) CHARGES FOR STANDBY/STARTUP POWER:

Charges for Standby / Startup Power shall be payable as per the provisions of the PSERC (Harnessing of Captive Power Generation) Regulations, 2009 as amended from time to time and General Condition of Tariff & Schedule of Tariff applicable for the relevant year. As per existing provisions, the charges for availing standby/startup power are as under:

- i) For Standby & Startup power, the Customer shall require to pay to PSPCL a charge equal to Rs. 35 per kVA per month or part thereof or as may be decided by the Commission from time to time, towards commitment charges on Standby/Startup Demand (in KVA). The commitment charges shall apply uniformly every month commencing from the date of applicability of the agreement, irrespective of whether the CPP avails Standby/Startup power or not.
- ii) For actual drawl of Standby Power, in addition to the commitment charges, the CPP shall also be required to bear charges (including demand surcharge, whenever chargeable) as specified in the Schedule of Tariff for Temporary Supply of relevant category corresponding to the demand slab of total of Standby contract demand and Sanctioned CD (if any). In case where Temporary Supply schedule of relevant category is not available, the Standby power shall be provided on payment of charges as per Schedule of Tariff for Temporary Supply applicable to LS (General) category.
- iii) Further, for billing during the period of availing Standby Power, the demand for Standby power shall be calculated on daily basis considering the highest quantum of power scheduled in any particular time block of the day.
- iv) The electricity supply taken from the PSPCL by the consumer under this agreement shall be measured by the meter or meters installed by the PSPCL at suitable point or points. The PSPCL shall be entitled to charge rent on account of such metering equipment at such rates as prescribed in the Schedule of General Charges.

- v) In addition to applicable Energy Charges, Fuel Cost Adjustment (FCA) charges shall be payable in accordance with General Condition of Tariff. However, TOD tariffs shall not be applicable on standby/startup power.
- vi) Any levy such as GST, Electricity Duty, Infrastructure Development Fund, cess etc imposed by the State Government or any other competent authority on electricity purchased by the consumer from the PSPCL shall be payable by the consumer.
- vii) Charges for drawal of power during the period of availing standby power shall be computed as under:

(a) CPP who is a consumer of PSPCL

- 1) For the demand availed up to sanctioned CD, billing shall be as a regular consumer of the PSPCL.
- 2) For the Standby power availed i.e. demand recorded in excess of the sanctioned CD, the charges shall be computed as under:
 - **Energy charges**
Energy charges shall be levied on the energy consumption calculated in proportion of the Standby power availed to the total demand recorded.
 - **Fixed charges and/or Demand surcharge**
Up to 42 days in a financial year, fixed charges on daily basis shall be levied on the Standby power availed up to the limit of Standby contract demand.
In case, Standby power is drawn for more than 42 days in a financial year or if the recorded drawl exceeds the Standby contract demand, demand surcharge shall be chargeable on the same.

(b) CPP who is not a consumer of the PSPCL

- **Energy charges**
Energy charges shall be levied on the total energy consumed during the period of availing Standby power.
- **Fixed charges and/or Demand surcharge**
Up to 42 days in a financial year, fixed charges on daily basis shall be levied on the maximum demand recorded up to the limit of Standby contract demand.

In case, Standby power is drawn for more than 42 days in a financial year or if the recorded drawl exceeds the Standby contract demand, demand surcharge shall be chargeable on the same.

19) DELIVERY POINT:

Point of Drawal of _____ connected to the Transmission/Distribution System (as the case may be) of Punjab.

20) CHARGES FOR STARTUP POWER:

- a. For actual drawal of Startup Power, in addition to the commitment charges, the CPP shall also be required to pay charges as specified in the Schedule of Tariff for Startup Power.
- b. In case, the recorded drawl of the CPP exceeds its Startup contract demand, it shall be liable to pay demand surcharge as specified in the Schedule of Tariff for Startup power.

21) SECURITY (CONSUMPTION) & SECURITY (METER) (APPLICABLE ONLY FOR CUSTOMER WHO IS NOT A CONSUMER OF PSPCL):

The consumer shall, when required by the PSPCL, pay Security (consumption) and Security (meter) for the performance of the terms and conditions of this agreement as per Regulation

No. 14, 15 & 16 of the Supply Code on the rates approved by PSERC in Schedule of General Charges.

22) COMPLIANCE OF GRID CODE AND CPP REGULATIONS:

- A CPP will intimate planned outages to the SLDC with details of their commencement, estimated duration and resumption of generation, at least an hour in advance. In the case of an unplanned outage, the CPP will inform the SLDC and the PSPCL both of the stoppage of its power plant and resumption of generation within 15 minutes of their occurrence.
- A CPP connected in parallel with the grid, will ensure compliance of the State Grid Code and the Indian electricity Grid Code.

Both the parties agree to comply with the provisions of State Grid Code, Indian Electricity Grid Code and PSERC Regulations in force from time to time and compliance of these shall supersede any other guidelines, procedures and agreements.

23) DISPUTE RESOLUTION

All disputes raising under this agreement or touching or concerning any covenant or condition of this agreement shall be dealt with in accordance with the provisions of Supply Code-2014 and EA-2003 and shall be referred to the Dispute Settlement Committee/Forum for Redressal of Grievances/ Ombudsman & Appellate Authority/Special Court as the case may be.

24) NOTICES

All notices required or referred to under this Agreement, shall be in writing and signed by the respective authorized signatories of the parties, mentioned herein under, unless otherwise notified, Such notice(s) shall be deemed to have been duly given, if delivered or served by Registered Post / Speed Post of department of Posts or by Courier Service with an acknowledgement due to the other party. All Notices for planned outages/unplanned outages by CPP shall be delivered by registered post / facsimile / email mode to the following addresses:-

For CPP	For PSPCL
Address	Address Concerned Dy.CE/SE/DS, Circle, PSPCL (Standby/Startup Power upto 100 kVA) CE/PP&R, PSPCL, Patiala (Standby/Startup Power beyond 100 kVA)
Contract Details Phone No: _____ Mobile No: _____ Email: _____	Contract Details Phone No. _____ Mobile No: _____ Email: _____

*** Any other nomination of authorized representative(s) and / or changes in designation shall be informed in writing to / by the party within 15 days of such nomination or change.**

Notwithstanding any nominations, the shall be authorized to act for and on behalf of..... Any changes in designation/registered office addressed shall be intimated in writing to all concerned Parties.

IN WITNESS WHERE OF the PSPCL and CPP Consumer have executed this Agreement through their authorized Representatives on the ____day of year _____at Patiala, Punjab.

For and on behalf of Punjab State Power Corporation Limited	For and on behalf of CPP Customer
Authorized Signatory	Authorized Signatory
Witness: 1. _____ 2. _____	Witness: 1. _____ 2. _____

IN WITNESS WHEREOF, I _____ (Name & Designation) of the PSPCL representative on behalf of the PSPCL and the consumer _____ have here to set their Signatures and the common seals the day, month and year first written above.

Signed by the above named in the presence of

Signature of consumer or his Authorized Representative

Name: _____

Designation: _____

**Authorized vide Resolution No. _____ or
Power of Attorney No. _____**