

HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

(A STATE GOVERNMENT UNDERTAKING)



Registered Office: HPSEBL, Vidyut Bhawan, Shimla-171004 (H.P.)
CIN: U40109HP2009SGC031255
Tele-Fax: 01772653636
Website: www.hpseb.com
Email: ce@hpseb@gmail.com, seplanning.hpseb@gmail.com

NO. HPSEBL/CE(SP)/IPSP/ DB-602/Kandha /2022-518-22
To,

Date: - 10/5/2022

M/s Bhagwati Hydro Power Project (OPC) Pvt. Ltd,
Village Mumail, P.O. & Tehsil Karsog,
Distt. Mandi (HP)- 175011.

Sub- Connection Agreement (Conn-6) with M/s Bhagwati Hydro Power Project (OPC) Pvt. Ltd, for Kandha SHEP (0.40MW) in Distt Mandi(HP).

Enclosed please find herewith a copy of Connection Agreement in respect of M/s Bhagwati Hydro Power Project (OPC) Pvt. Ltd, for Kandha SHEP (0.40MW) duly executed between HPSEBL (Distribution Licensee) and Sh. Mohan Singh Negi, Managing Director on 10 May 2022 for your information and necessary action.

DA. as above.

Chief Engineer (SP),
HPSEB Ltd., Uttam Bhawan,
Dogra Lodge, Shimla-4.

Copy to the following for information and necessary action to: -

1. The Chief Engineer (Energy), Directorate of Energy, GoHP, Shanti Bhawan, Phase-III, sector-IV, New Shimla-171009
2. The Chief Engineer (SO), HPSEBL, Vidyut Bhawan Shimla-4 along with copy of the Connection Agreement. (DA:- As above).
3. The Chief Engineer (OP.) Central Zone HPSEBL., Mandi (H.P.)(DA:- As above).
4. The Chief Engineer, HPSLDC, HP Load Dispatch Society, SLDC Complex, Totu, Shimla-171011 along with copy of the Connection Agreement. (DA:- As above).

Chief Engineer (SP),
HPSEB Ltd., Uttam Bhawan,
Dogra Lodge, Shimla-4.



हिमाचल प्रदेश HIMACHAL PRADESH

D 266464

Connection Agreement

THIS AGREEMENT is made on the 10th day of May, 2022 (Two Thousand Twenty-Two).

BETWEEN:

Himachal Pradesh State Electricity Board Limited (Herein after called the "Distribution Licensee") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns and for the purposes of this Connection Agreement. The Distribution Licensee shall act through its Chief Engineer (SP), HPSEB Limited, Uttam Bhawan, Dogra Lodge Shimla-171004, Himachal Pradesh.

And

M/s Bhagwati Hydro Power Project (OPC) Pvt. Ltd., Village Mumail, P.O. & Tehsil Karsog, Distt. Mandi (H.P.) 175011 for Kandha SHEP (0.40MW) on Kau Khad / Chainra Nallah, a tributary of Satluj River on Satluj Basin in Distt Mandi (HP) (herein after called Applicant) which expression shall unless repugnant to the context or the Applicant meaning thereof be deemed to mean and include its successors or permitted assigns; and for the purposes of this Connection Agreement. The Applicant shall act through Sh. Mohan Singh Negi, Managing Director of Kandha SHEP (0.40MW).

Distribution Licensee and Applicant are herein after collectively referred to as "Parties" and individually as "Party".


MANAGING DIRECTOR
BHAGWATI HYDRO POWER PROJECT
(OPC) PRIVATE LIMITED
H.O. Village Mumail P.O. & Teh. Karsog
Distt. Mandi (H.P.) - 175011



WHEREAS:

- (A) The Applicant has applied to the Distribution Licensee for connection of **Kandha SHEP (0.40MW)** to the Electrical System of the Distribution Licensee and use of the Electrical System of the Distribution Licensee to wheel electricity to and / or from the Electrical System of the Distribution Licensee.
- (B) The Distribution Licensee has agreed to the connection of **Kandha SHEP (0.40MW)** to the Distribution Licensee's Wheeling and Communication System (via the applicant's Site - Related Connection Equipment) at the interconnection point i.e. **Solid tap on nearby 22kV Mahunaag feeder (of HPSEBL) emanating from 33/22 kV Karsog Sub-Station (Near 25kVA LWSS Shaindal DTR) with appropriate protection arrangement** using the Distribution and Communication System of the Distribution Licensee/ SLDC, to transmit electricity as well as real time data to and / or from the Facility through the electrical system of Distribution Licensee.
- (C) The Parties shall enter into this connection agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, in addition to the estimated cost required to be borne by the applicant for modification / alterations to the infrastructure of Distribution Licensee or Intra-State Distribution Licensee for accommodating the proposed connection.
- (D) The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for valuating if the works by the parties is being executed in time. Penalties for non-completion of works in time by one party resulting in financial losses to the other party may be appropriately priced, as per mutual agreement, for indemnification of each other against losses incurred in this regard, and form a part of this Agreement. Similarly, for the regular O&M of the connection equipments owned by the applicants and located in the Distribution Licensee premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.
- (E) Further, a signed copy of the agreement along with all the Annexure, and amendments when ever made, shall be submitted to SLDC by Distribution Licensee.

IT IS HEREBY AGREED as follows:

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- (a) The parties shall abide by the State Electricity Regulatory Commission Grant of Connectivity, and Medium - term Open Access in intra - state

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Transmission and related matters) Regulations, 2010, as amended from time to time, in respect of procedure of grant of connectivity and other matters.

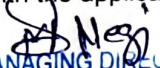
- (b) The applicant or Distribution licensee, as the case may be, shall be responsible for planning, design, construction, and safe and reliable operation of its own equipments in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants and electric lines) Regulations, Central Electricity Authority (Grid Standards) Regulations, Indian Electricity Grid Code (IEGC) and other statutory provisions as applicable and amended from time to time.
- (c) The applicant shall provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy, and status of circuit breaker & isolators positions, transformer taps and other parameters from their station to Data Collection Point (DCP) of SLDC/ALDC Distribution Licensee as per CGC/IEGC. Distribution Licensee shall provide access to applicant's data transfer through communication network in case spare channels are available on mutually agreed terms. The location of DCP of Distribution Licensee shall be the nearest station connected electrically where wideband communication capacity of SLDC/ALDC is available. The responsibility of data transfer shall be that of the Applicant.

1.2 The following documents and their schedules which have been initialed by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below:

- (a) Application for seeking connection to the electrical system of the Distribution Licensee.
- (b) Intimation for Grant of Connectivity
- (c) Additional information for signing Connection Agreement
- (d) Connection Offer Letter;
- (e) This Agreement;

1.3 **Availability of Statutory/Regulatory Approval**

Notwithstanding anything in the Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval for carrying out the works requiring connection to the electrical system of Distribution Licensee. Accordingly, the provisions of the Agreement dealing with the carrying out of the Works by the applicant (unless otherwise agreed mutually) in all respects would be conditional on and subject to the Distribution Licensee being satisfied that the necessary approvals/clearances are available with the applicant as the case may be.


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2 Agreement to Pay Charges and Costs**2.1 Agreement to Monthly Wheeling Tariff**

The applicant declares that it shall pay the Monthly Wheeling Tariff including HPSLDC charges, for use of electrical system of Distribution Licensee & transmission system of State Transmission Utility as and when Long-term access, Medium-term open access or short-term open access is availed by the applicant, in accordance with the relevant regulations of HPERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the Infrastructure of Distribution Licensee or Intra-State Distribution Licensee for accommodating the proposed connection as specified in the letter of Distribution Licensee furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the Distribution Licensee / electrical system of Distribution Licensee within reasonable time of its occurrence during the course of control, operation and maintenance of the equipment.

2.4 Agreement to pay Charges for construction of Bays:

The applicant will execute an agreement with Distribution Licensee for the Erection of equipment of applicant in the substation premises of the Distribution Licensee for construction of bays, if required. For this purpose, the applicant shall pay charges to the Distribution Licensee on mutually agreed terms.

2.5 Agreement to pay O&M Charges:

The applicant shall pay O&M charges to the Distribution Licensee on mutually agreed terms for the bay equipment of applicant being operated & maintained by the Distribution Licensee in their substation. These O&M charges will be governed time to time as per the mutually agreed terms.

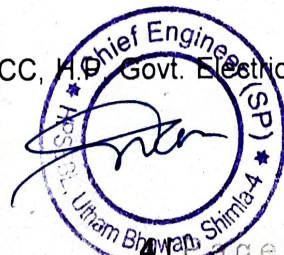
3. Conditions Precedent to the implementation of the Commissioning Instructions

The applicant shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the Distribution Licensee is satisfied (by acting reasonably) that:

- (a) The Connection Works have been completed;
- (b) The applicant has complied with all its obligations as set out in the Offer Letter;
- (c) The applicant has demonstrated the voice & data Communication facilities to concerned SLDC/ALDC.
- (d) The applicant has obtained necessary approvals like PTCC, H.O. Govt. Electrical

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(OPC) PRIVATE LIMITED

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- (e) The applicant has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 or the H.P. Electricity Distribution code, 2009/ the Grid code, 2008 as applicable and amended from time to time.

4. Metering

The applicant shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC as amended from time to time.

5. Site Access

Being restricted area, the Distribution Licensee 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, the connection Works, modification works, inspections etc., based on a written request by the applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the Distribution Licensee's authorized representative to safeguard the safety and security requirements of Distribution Licensee's installations and safety of the representatives of the applicant. Similarly, the applicant may also allow, on prior permission, site access to the Distribution Licensee /STU's employees and/or agents and/or invitees to carry out preliminary site investigation works, inspections, etc. in the connection site of the applicant, provided that a written request has been made giving reasonable advance notice.

6. Conditions of access

Site access for the Distribution Licensee/applicant or STU shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably 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 applicant or Distribution Licensee /STU and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

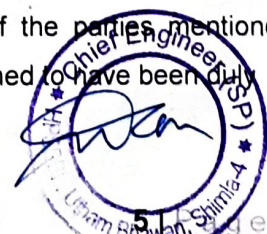
7. Transfer Assignment and Pledge

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

8. Notice

All correspondence/ notices 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

MANA
SHAGWATI HYDRO POWER PROJECT
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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. The authorities of the parties who shall be responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

9. Settlement of Disputes 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 MD/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this agreement.

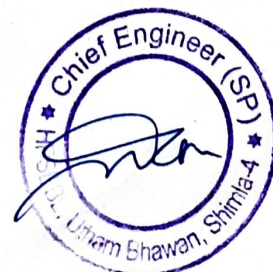
10. Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of the Distribution licensee or the applicant or STU as the case may be, which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revaluation, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, electrical system of Distribution licensee, or any facility or system that is integral to and substantial for the performance of this agreement.
- Any event or circumstances of nature analogues to any events set forth above within India.

Provided either party shall within **fifteen (15) days** from the occurrence of such a Force Majeure event notify the other in writing of such cause(s).
Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

S. Megh
MANAGING DIRECTOR
BHAGWATI HYDRO POWER PROJECT
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H.O. Village Mumail P.O. & Teh. Karsog
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11. Confidentiality

The parties shall keep in confidence 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.

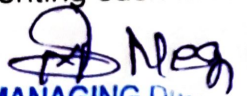
The information exchanged herein between the parties shall be used only for the Purpose of, and in Accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Connection Agreement.

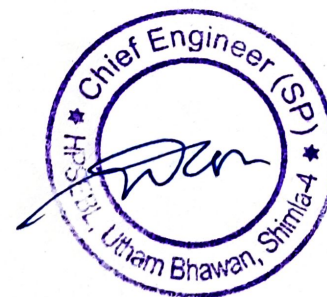
12. Governing Laws and Jurisdiction

The agreement shall be governed by Indian Laws and Rules made there under.

13. Amendments to the Connection Agreement

In case of Modification to point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such Modification.


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Himachal Government Judicial Paper

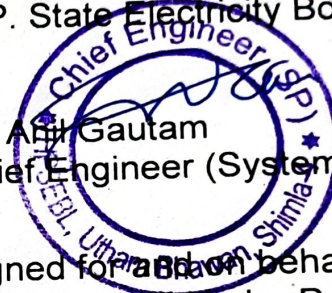
IN WITNESS WHEREOF THE DISTRIBUTION LICENSEE and the applicant has caused this agreement to be executed is duly authorized representative on date above first herein written.

WITNESS

1) Atul Kaul
(E. ANUBHAV KASHOV)
TE, O/o CE (SP), HPSEBL,
Uttam Bhawan, Dogra Lodge,
Shimla - 04

1) Signed for and on behalf of:
H.P. State Electricity Board Ltd.

Er. Anil Gautam
Chief Engineer (System Planning)



2) Suman
Name + Loc + Keman
9/5722
ALL BARRAGE POST UTEH
Kansog DISTT. MANDI
(H.P.) 175011

2) Signed for and on behalf of:
M/s Bhagwati Hydro Power Project Pvt. Ltd.

S. Negi
MANAGING DIRECTOR
BHAGWATI HYDRO POWER PROJECT
PRIVATE LIMITED
Sh. Mohan Singh Negi
Managing Director
Munail P.O. & Teh. Karsog
Distt. Mandi (H.P.) - 175011

APPENDIX

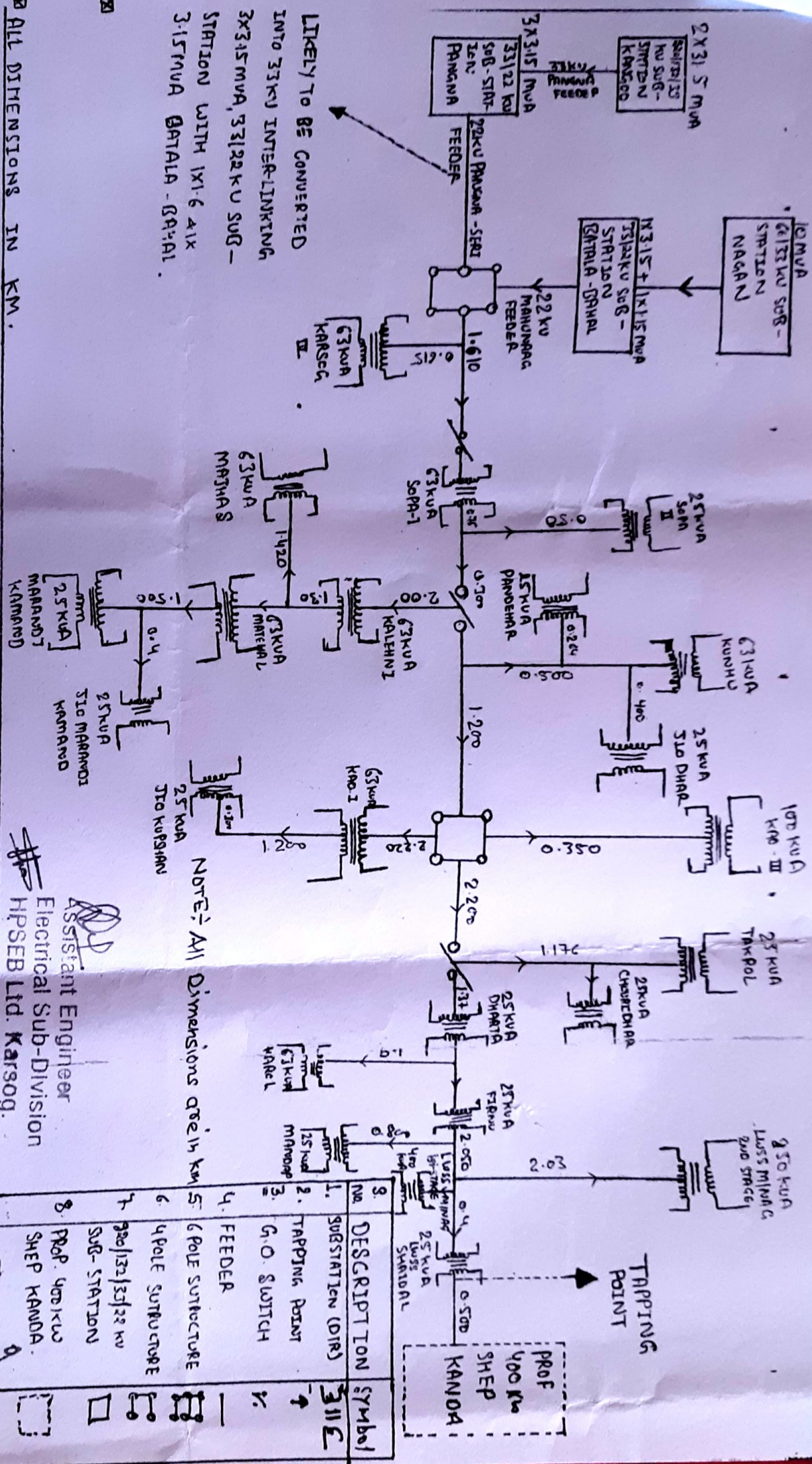
Appendix-1: Application for Grant of Connectivity.

Appendix-2: Connection Approval on connectivity format-3 by Distribution Licensee

Appendix-3: Connection Intimation on connectivity format-5 by Distribution Licensee.

Appendix-4: Construction Schedule of Kandha SHEP (0.40 MW). (PERT Chart)

SINGLE DIAGRAM OF 22KV NETWORK FOR EVACUATION OF POWER FROM HOCKW SHEP KANDA.



☑ ALL DIMENSIONS IN KM.

☒

LIKELY TO BE CONVERTED
INTO 33KV INTER-LINKING
3x315MVA, 33/22KV SUB-
STATION WITH 1X1.6 AIX
315MVA BATALA - GYAL.

Assistant Engineer
Electrical Sub-Division
HPSEB Ltd. Karsoq.

8.	no	DESCRIPTION	Symbol
1.		SUBSTATION (DIR)	
2.		TAPPING POINT	
3.		G.O. SWITCH	
4.		FEEDER	
5.		6 POLE STRUCTURE	
6.		4 POLE STRUCTURE	
7.		220/132/33/22 kv SUB-STATION	
8.		PROP. 400KV SHEP KANDA	