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ONE
HUNDRED RUPEESभारत INDIA
INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

B 703873

INTERIM POWER TRANSMISSION AGREEMENT

THIS INTERIM POWER TRANSMISSION AGREEMENT (IPTA) is made on this 14th day of August 2018.

BETWEEN:

H.P. Power Transmission Corporation Limited, Himfed Bhawan, Panjari (Below Old MLA Quarters), Shimla 171 005, Himachal Pradesh (Herein after called the "HPPTCL") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns through its Deputy General Manager (Commercial & Monitoring), Himfed Bhawan, Shimla 171 005, Himachal Pradesh.

And

H.P. Power Corporation Limited, Himfed Building, BCS New Shimla 171009, Himachal Pradesh (Herein after called the "HPPCL") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns through its Deputy General Manager (Sale of power), BCS New Shimla 171009 Himachal Pradesh. HPPTCL and HPPCL are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS the connectivity of Kashang HEP was granted by HPPTCL through the intra-state transmission system at 66/220/400 KV, 2x315 MVA Wangtoo sub-station of HPPTCL on 23.09.2013.

AND WHEREAS 66/220/400KV, 2x315 MVA Wangtoo substation of HPPTCL is under construction and for the present power of Kashang HEP is being evacuated through 220KV Kashang-Bhaba transmission line through an interim arrangement.



[Signature]
DGM (COM)
HPPTCL Shimla-5

- (A) HPPTCL has agreed to evacuate Kashang HEP power through 220KV Kashang Bhaba D/C transmission line upto HPSEBL system at Bhaba power house switch yard.
- (B) This Interim Power Transmission Arrangement is not in supersession of the Connectivity Agreement (CON-6) already executed between the parties.

(C) **Monthly Transmission Tariff.**

- i. The interim Transmission charges shall be calculated @ 14 paisa per unit of the energy wheeled including the O&M Charges. The data/quantum of the energy generated and transmitted for the purpose of calculation of the Interim Transmission Charges shall be as per the meter reading recorded at the Meter installed at Kashang Switch Yard. In case the Main Meter at Kashang Switch Yard found to be faulty, the reading of Check Meter installed at Kashang Switch Yard shall be considered for billing purpose. This interim tariff shall remain in force till the final tariff order passed by HPERC on MYT petition filed by HPPTCL for determination of Tariff for FY 2016-17 to FY 2018-19 for 220 kV D/C Kashang-Bhaba Transmission line. The excess/less amount so charged shall be adjustable by either side accordingly as per HPERC order.

- ii. HPPTCL has the right to remove the taps in case of non-payment of transmission charges bill for the current month by giving a notice of seven days, if the HPPCL defaults in making the payment.

- (D) **Security Deposit:** Kashnag HEP power is being sold on Indian energy exchange (IEX) and payments of HPPTCL transmission charges will be disbursed by IEX on daily basis. Therefore no requirement of bank guarantee thereof.

- (E) **Site Access:** Being restricted area the HPPTCL may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the HPPCL in its premises to carry out preliminary site investigation works, the connection works, modification works, inspection, etc, based on a written request by HPPCL giving reasonable advance notice. All such action is to be carried out under the strict supervision of the HPPTCL representative to safeguard the safety and security requirements of HPPTCL installations and safety of the representatives of HPPCL. Similarly the HPPCL may also allow, on prior permission, site access to the HPPTCL employees and/or agents etc in the site of HPPCL provided that a written request has been made giving reasonable advance notice.

- (F) **Condition of access:** Site access for the HPPTCL/ HPPCL shall include the right to bring such vehicle, plant, and machinery and construction materials as shall be reasonably necessary to carry out the function 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 HPPCL or HPPTCL 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.

- (G) **Transfer Assignment and Pledge:-** HPPCL or HPPTCL shall not transfer, assign or pledge its rights and obligations under this IPTA to any other person.

- (H) **Notice:** - All correspondence/notice required or referred to under this Agreement shall be in writing and signed by the respective authorized

signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other parties as per authorization by parties. The authorities of the parties who shall be responsible for the correspondence notice etc., in connection with this agreement shall be informed in advance.

- (I) **Settlement of Disputes and Arbitration:-** All differences and /or disputes between the parties arising out of or in connection with this agreement shall at first instance be settled through amicable settlement at the level of MD's of respective parties.

In the event of unresolved disputes or differences, as the same shall be resolved through arbitration proceeding on provided under the Electricity Act, 2003.

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

- (J) **Force Majeure**

Force Majeure herein is defined as any cause which is beyond the control of the HPPTCL or HPPCL 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 generation plant or bulk consumer, Intra-state Transmission System of the HPPTCL or Intrastate Transmission system, 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 events 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

- (K) **Confidentiality:-** The parties shall keep in confidence any information obtained under this Interim Power Transmission 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.



161

c) Required by the Govt. Ministries/Agencies/Court of Competent Jurisdiction.

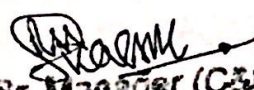
The information exchanged herein between the parties shall be used only for the purpose of, and in Accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Interim Power Transmission Agreement.

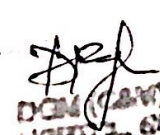
- (L) **Governing Laws and Jurisdiction:-**The agreement shall be governed by Indian Laws and Rules made there under and subject to the exclusive jurisdiction of Courts at Shimla.
- (M) **Amendments to the Interim Power Transmission Agreement:-**In case of Modification to point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Interim Power Transmission Agreement will be executed between the parties within 30 days of implementing such Modification.
- (N) **Event when Interim Arrangement to Discontinue:-** This interim arrangement remain in force till the commissioning of Kashang Wangtoo transmission line & 66/220/400kV Wangtoo Sub-station. Thereafter the Inter-connection Point will be shifted to 66/220/400kV Wangtoo Sub-station as per Connection Agreement and Tariff will be applicable as per the Tariff decided by the appropriate Regulatory Commission for that asset.

IN WITNESS WHERE OF HPPTCL and HPPCL have caused this agreement to be executed by duly authorized representatives on date above first herein written.

WITNESS

ON BEHALF OF HPPTCL

1. 
Sr. Manager (CAM)
HPPTCL, Shimla-5


(AUTHORISED SIGNATORY)
Signed for and on behalf of -
HPPTCL

2. 
Sr. Manager (SOP)
HPPCL, Shimla-9.


(AUTHORISED SIGNATORY)
Signed for and on behalf of -
HPPCL

