

**BEFORE THE HIMACHAL PRADESH ELECTRICITY
REGULATORY COMMISSION SHIMLA**

Petition No: 55 of 2022
Instituted on: 25.08.2022
Heard on: 30.08.2022
Decided on: **24.09.2022**

The HP State Electricity Board Ltd. through,
Chief Engineer (System Operation),
Vidyut Bhawan, Shimla-171004

....Joint Petitioner No.1

AND

M/s Gopal Hydrogen Pvt. Ltd.
Suman Sarwari Power House, Khalara Nallah,
Lug Valley, Distt. Kullu, HP-175101.

.....Joint Petitioner No.2

**Petition under Section 86(1) (b) of the Electricity Act, 2003 for approval
of Supplementary Long-term Power Purchase Agreement under
Generic Levellised Tariff in respect of Beaskund Top Hydro Electric
Project (4.90 MW).**

CORAM

**DEVENDRA KUMAR SHARMA
CHAIRMAN**

**BHANU PRATAP SINGH
MEMBER**

**YASHWANT SINGH CHOGAL
MEMBER (Law)**

Present:-

- Sh. Kamlesh Saklani, Authorised Representative for Joint Petitioner No.1.
- Sh. Vikas Chauhan, Ld. Counsel for Joint Petitioner No.2.

ORDER

The present Joint Petition has been filed by the Himachal Pradesh State
Electricity Board Ltd. (hereinafter to be referred as Joint Petitioner No. 1) and
M/s M/s Gopal Hydrogen Pvt. Ltd. (hereinafter to be referred as Joint

Petitioner No. 2) for the approval of Supplementary Long-Term Power Purchase Agreement under Section 86(1)(b) of the Electricity Act, 2003 on Generic Levellised Tariff in respect of Beaskund Top HEP (4.90 MW) on Beaskund Nallah, a Tributary of river Beas, situated at Distt. Kullu (Project for short).

2. The case of the Petitioners is that the Joint Petitioner No. 2 has signed Implementation Agreement (IA for short) and first and 2nd Supplementary Implementation Agreements (SIA for short) with the government of Himachal Pradesh (GoHP for short) on 21.09.2013, 30.05.2019 and 23.12.2020 for the implementation of the Project originally having capacity of 4.0 MW. A Petition No. 47 of 2021 was filed before the Commission for the approval of the Power Purchase Agreement on Generic Levellised Tariff in respect of the Project of 4.0 MW. Said Petition was allowed by the Commission vide order dated 21.05.2022 and accordingly, Joint Petitioner No. 2 has signed Power Purchase Agreement with Joint Petitioner No. 1 on 28.06.2022.

3. It is averred that in the meanwhile, a revised DPR was submitted by the Joint Petitioner No. 2 for the enhanced capacity of the Beaskund top Hydro Electric Power Project for 4.90 MW to the Directorate of Energy GoHP. The Directorate of Energy issued revised Technical concurrence on 08.02.2022 for the enhanced capacity of 4.90 MW which has been annexed with the Petition as Annexure S1-III. Pursuant thereto, the Joint Petitioner No. 2 has signed 3rd Supplementary Implementation Agreement with the GoHP on 24.06.2022 to

incorporate the amended terms and conditions. A copy of 3rd Supplementary Implementation Agreement has been attached as Annexure S1-IV. Also averred that the Joint Petitioners have also signed the Supplementary Connection Agreement on 07.04.2022, whereby the connectivity of the Project (4.90 MW) has been changed from 33kV Switching Station of Himachal Pradesh Power Transmission Corporation Ltd. to 33/11 kV Dhundhi Sub-station, subject to the conditions that permanent connectivity will be granted only after Commissioning of 33/11 kV Palchan Switching Station in accordance with the provisions of Revised Technical Concurrence dated 08.02.2022 and that no deemed generation shall be allowed to the company in case of shut down/break down at 33/11 kV Dhundhi Sub-station. A copy of the Connection Agreement dated 07.04.2022 is annexed as Annexure-S1-V. As per the Joint Petitioners, consequent upon the enhancement of the capacity of the Project and signing of Supplementary Connection Agreement, it had become necessary to sign Supplementary Power Purchase Agreement.

4. We have heard Sh. Kamlesh Saklani, Authorised Representative of Joint Petitioner No. 1 and Sh. Vikas Chauhan, Ld. Counsel for Joint Petitioner No. 2 and have perused the record carefully.

5. It is apparent on the record that on revised Technical Concurrence to the project for 4.90 MW capacity, vide Order dated 08.02.2022 of

DOE/CE(Energy)/TC-Beaskund Top(R)/2021-8790-99 the 3rd Supplementary Implementation Agreement was executed by the Joint Petitioner No. 2 with Government of HP on 24th June, 2022. It is also apparent from the record that Supplementary Connection Agreement was also executed by Joint Petitioner No. 2 with Joint Petitioner No. 1 on 07.04.2022 regarding connectivity of the Project of 33/11 kV Dhundhi Sub-station subject to fulfillment of conditions. It is, therefore, apparent on record that Project capacity stand enhanced to 4.90 MW from 4.00 MW.

6. This Commission vide Order dated 21.05.2021 has accorded approval for signing the Power Purchase Agreement allowing approval of Tariff of Rs. 4.46 per kWh subject to further adjustment.

7. Therefore, taking into consideration the enhanced capacity, 3rd Supplementary Implementation Agreement, Supplementary Connection Agreement, office order of DOE/CE(Energy)/TC-Beaskund Top(R)/2021-8790-99, dated 08.02.2022, Affidavits of the Parties, the Commission in exercise of Powers vested under of Section 86 (1) (b) of the Electricity Act, 2003 grants approval for the execution of Supplementary Power Purchase Agreement, subject to the following conditions:-

- (i) The installed capacity of the Project, wherever appearing, in the Power Purchase Agreement dated 28.06.2022 shall be read as 4.90 MW instead of 4.00 MW.

- (ii) Clause 2.2.46 of the executed PPA dated 28.06.2022 shall be substituted with the following, namely.-

“2.2.46 **“Interconnection Facilities”** means all the facilities which shall include, without limitation, switching equipment, protection control and metering devices etc. for the incoming bay(s) for the Project Line(s), to be installed and maintained by the HPSEBL at 33/11 kV Sub-station at Dhundhi, at the cost of the Project, to enable evacuation of electrical output from the Project in accordance with the Agreement as an interim arrangement. The connectivity during the period of interim arrangement shall be subject to following conditions:

- 1) The IPP shall bear the cost of 33 kV dedicated bay equipment's and associated work at 33/11 kV Dhundhi Sub-station and necessary metering arrangement. (As per HPERC Regulations).
- 2) No deemed generation shall be allowed to the IPP in case of Shut down/breakdown at 33/11 kV Dhundhi Sub-station.
- 3) The IPP shall have to back down the generation as and when required due to system constraints.

Explanation: For the purpose of this Clause, the expression “cost” shall include “other expenditure borne by the company like re-

organization of bays at interconnecting sub-station and associated civil works along with related operation and maintenance cost.”

However, as provided in Connection Agreement dated 19.08.2020 read with supplementary Connection Agreement dated 07.04.2022, the permanent connectivity shall be allowed at 33/11 kV, 2X3.15 MVA Dhundhi Sub-station subject to commissioning of 33/11 kV Switching Station, Palchan of HPPTCL and LILO of 33 kV single Circuit Prini to Palchan Transmission line at said 33 kV Switching Station.

- (iii) Clause 2.2.47 of the executed PPA dated 28.06.2022 shall be substituted with the following, namely.-

"2.2.47 **“Interconnection Point”** means the physical touch point where the Project Line(s) and the allied equipment forming a part of the Interconnection Facilities are connected to the existing 33/11 kV Sub-station of the HPSEBL at Dhundhi at the cost of IPP.”

- (iv) Clause 2.2.60 of the executed PPA shall be substituted with the following, namely.-

"2.2.60 "Project Line" means 33 kV line from the Project to interconnection point at existing 33/11 kV Sub-station of the HPSEBL at Dhundhi in District Kullu, HP at the cost of IPP, operated and maintained, as a part of the Project, by the Company for the purpose of evacuation of power from the Project. This shall however not include the Interconnection Facilities."

- (v) In Clause 6.4.1 of the executed PPA, the following changes shall be made:-
- (a) The word “and” appearing at the end of sub-clause (iv) shall be omitted.
 - (b) The sign “.” appearing after the word and sign “factor(s)” at the end of sub-clause (v) shall be substituted with the sign and word “; and”.
 - (c) The sub-clause (vi) shall be substituted with the following, namely.-
 - “(vi) the loss of generation at station due to shutdown/breakdown at 33/11 kV Dhundhi Sub-station of HPSEBL.”.
 - (vi) The name of the 33/11 kV Sub-station of HPSEBL at Dhundhi shall be verified and relevant clauses of the Power Purchase Agreement dated 28.06.2022 be modified accordingly, if required.
 - (vii) The Technical Concurrence dated 8.2.2022, 3rd Supplementary Implementation Agreement dated 24.6.2022 and Supplementary Connection Agreement dated 7.4.2022 shall form a part of the Power Purchase Agreement
8. All other terms and conditions of the Power Purchase Agreement dated 28.06.2022 shall remain unchanged.

9. The Petitioners are directed to execute the Supplementary Power Purchase Agreement accordingly within a period of 30 days from the date of issue of this order. Three copies of the executed Supplementary Power Purchase Agreement be submitted to the Commission for record. The file after needful be consigned record.

Announced
24.09.2022

-Sd-
(Yashwant Singh Chogal)
Member(Law)

-Sd-
(Bhanu Pratap Singh)
Member

-Sd-
(Devendra Kumar Sharma)
Chairman