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Raipur
Dated: 20/12/2022


(Shailendra Bajpai)
Authorized Signatory
For D.B. Power Ltd.



1

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Petition No _____ of 2022

FILE No.

CASE No.

AND IN THE MATTER OF:

DB Power Limited, having its corporate office at
C-31, Naman Corporate Link,
3rd floor, G Block, Opposite Dena Bank,
Bandra-Kurla Complex, Bandra (East),
Mumbai- 400051

And its plant at

Village: Badadarha,
Dist: Janjgir-Champa,
Chhattisgarh

Through its authorized Signatory

Shailendra Bajpai vide resolution dated

Petitioner

AND

Chhattisgarh State Power Distribution Company Limited

Having its head office at

4th Floor, Vidyut Seva Bhawan,

Danganiya, Raipur- 492013, (C.G)

Through its Managing Director

.....

Respondent

Petition for determination of Energy Charge Rate including approval for reimbursement of other expenses for FY 2023-24 along with truing Up of Energy Charge Rate (Variable Cost) including approval of reimbursement of other expenses for FY 2021-22 in accordance with relevant tariff regulations and in terms of Section 86 of the Electricity Act 2003 read with Tariff policy in respect of 5% of the net generated power procured by the Respondent pursuant to the long term PPA dated 05.01.2011

MOST RESPECTFULLY SHOWETH:

1. DESCRIPTION OF THE PETITIONER

- a. The Petitioner is a generating company incorporated under the Companies Act, 1956. The Petitioner is operating a 1200 MW (2 x 600) Thermal Power Plant at Village Badadarha, in District Janjgir-Champa, Chhattisgarh, Unit-I of which achieved COD on 03.11.2014 and Unit-II on 26.03.2016. The copies of the letters dated 14.11.2014 and 04.04.2016 issued by Central Electricity Authority (CEA) for Unit-I and II respectively are annexed hereto and marked as **Annexures P-1 and P-2.**
- b. The Petitioner is filing this Petition for Truing Up of the energy charges as well as for approval of other reimbursable expenses for F.Y 2021-22. The Petitioner is also seeking Approval of provisional Energy Charges and other reimbursable expenses for FY 2023-24.
- c. The present Petition is being filed by Shailendra Bajpai, the authorized signatory of the Company having been duly authorized by a resolution of Board of Directors dated 28.03.2022 to file and prosecute the present petition for all intents and purposes. As such he is duly authorized and competent to sign and verify the present petition as well as file and institute the present petition for and on behalf of the Petitioner. A copy of the said resolution of Board of Directors dated 28.03.2022 is annexed hereto and marked as **Annexure P-3.**

2. DESCRIPTION OF THE RESPONDENT

- a. Erstwhile, Chattisgarh State Power Trading Company Limited (one of the parties under PPA dated 05.01.2011), now stands dissolved and merged into Chhattisgarh State Power Distribution Company Limited i.e. Respondent. The letter from CSPDCL communicating the merger is annexed hereto and marked as **Annexures P-4.**
- b. The Respondent, Chhattisgarh State Power Distribution Company Limited (CSPDCL) is a deemed distribution licensee in the State and one of the successor companies of erstwhile Chhattisgarh State Electricity Board.

3. SUBJECT MATTER IN BRIEF INCLUDING CAUSE OF ACTION

The present Petition is being filed for truing up of the Energy charges of Rs. 1.916/ unit as well as for approval of reimbursable expenses of Rs.0.180/unit for FY 2021-22in respect of the 5% of the net generated power being procured by the Respondent pursuant to the long term PPA dated 05.10.2011. The Petitioner is also seeking approval of provisional energy charges of Rs.1.916/unit and other reimbursable expenses of Rs. 0.180/unit for F.Y 2023-24.

4. RELEVANT PROVISIONS OF THE ACT OR REGULATION

- a. CSERC (Terms and Conditions for determination of tariff according to Multi-Year Tariff principles and Methodology and Procedure for determination of Expected revenue from Tariff and Charges) Regulations, 2015 ---- CSERC MYT Regulations 2015.

The Commission vide public notice CSERC letter 03/CSERC/Tariff 2020/1228 dated November 26, 2020 has notified the extension of CSERC MYT Regulations, 2015 for next year, i.e., FY 2021-22.

- b. CSERC (Terms and Conditions for determination of tariff according to Multi-Year Tariff principles and Methodology and Procedure for determination of Expected revenue from Tariff and Charges) Regulations, 2021 ---- CSERC MYT Regulations 2021.
- c. Chhattisgarh State Electricity Regulatory Commission (Conduct of Business) Regulations, 2009
- d. The Electricity Act 2003
- e. Tariff Policy
- f. CSERC (Fees and Charges) Regulations, 2009

5. STATEMENT OF LIMITATION

This Petition is being filed in accordance with the terms of the PPA dated 05.01.2011 by which the Parties can agree on adhoc tariff and thereafter, if required, approach appropriate Commission for approval of energy charge. The Respondent have been paying adhoc energy charges as determined by this Hon'ble Commission

for power procured by Distribution Licensee. The Petitioner is filing this Petition within reasonable time of adhoc tariff being made applicable by Respondent. Hence, this Petition is in time.

6. STATEMENT OF JURISDICTION

The power plant of the Petitioner is located in the State of Chhattisgarh. The power is being supplied within the State of Chhattisgarh to the State Distribution Company through State Trading Company on back to back basis. Hence, this Hon'ble Commission has jurisdiction to entertain and adjudicate the present petition in terms of Section 86 of the Electricity Act, 2003 read with provisions of tariff policy.

7. FACTS OF THE CASE IN DETAIL

The facts and circumstances leading to the filing of the present Petition are enumerated herein below in the following paragraphs:

- i. The Petitioner entered into a Memorandum of Understanding ("MOU") on 07.01.2008 with the State of Chhattisgarh and CSEB for setting up a coal based thermal power plant. An Implementation Agreement ("IA") dated 06.08.2009 was thereafter executed by the Petitioner with the State of Chhattisgarh and Chhattisgarh State Power Holding Company Ltd - CSPHCL (a successor company of CSEB). The copies of the said MOU dated 07.01.2008 and the Implementation Agreement dated 06.08.2009 are annexed hereto and marked as **Annexure P-5 and P-6 respectively**.
- ii. As per the terms of the MOU and the IA, the Petitioner was required to provide, on an annualized basis, to the Government or its nominated agency, 5% of the net generated power (gross power generated minus the auxiliary consumption) generated by the project at the Energy (variable) charges, as may be approved by the Appropriate Electricity Regulatory Commission, if required. Under the MOU and IA, the Government also had a first right of refusal to purchase power up to 30% of the aggregate capacity of the generating units at tariff to be approved by the Appropriate Electricity Regulatory Commission, if required.
- iii. In exercise of its first right of refusal, the Government of Chhattisgarh decided to purchase 30% of power of the aggregate

capacity of the generating units and accordingly nominated the Respondent as an authorized representative of the Government to execute power purchase agreement with the Petitioner. Pursuant thereto, a Power Purchase Agreement ("PPA") dated 05.01.2011 was executed between the Petitioner and erstwhile Chattisgarh State Power Trading Company Limited (CSPTadco) that was dissolved and merged into Respondent, for supply of 5% of the net generated power at the Energy (variable) charges as well as for supply of 30% of the aggregate capacity of the generating units at the tariff as may be approved by the Appropriate Commission, if required. A copy of the said PPA dated 05.01.2011 is annexed hereto and marked **Annexure P-7.**

- iv. However, CSPTadco (now dissolved and merged into Respondent) has been procuring only 5% of the net power generated which in turn is being procured by the Respondent on back to back basis.
- v. A copy of the letter dated 11.08.2017 of CSPTadco (now dissolved and merged into Respondent) confirming that the power procured by it from the Petitioner is being procured by the Respondent on back to back basis is annexed hereto and marked **Annexure P-8.** However, till 31.03.2022, CSPTadco (now dissolved and merged into Respondent) had not furnished copy of any back to back PPA entered into between the CSPTadco and Respondent due to which the Petitioner was compelled to procure coal from e-auction and/or from open market for generating and supplying power to the Respondent.
- vi. The Petitioner submits that it also has a long term PPA with TANGEDCO for 208 MW, out of which 117 MW was operationalized from 01.08.2015 and the entire 208 MW from 05.10.2015. The Petitioner also has a long term PPA with Rajasthan Discoms for 311 MW, out of which 175 was operationalized on 30.11.2016; another 75 MW was operationalized from 27.03.2017 and the balance 61 MW was operationalized from 01.08.2018. It may be noted that both the PPA's with TANGEDCO and Rajasthan Discoms are case-1 PPA's executed pursuant to section 63 competitive bidding process and tariffs in respect of both the said PPA's have been adopted by respective SERC.

- vii. The details of the rate charged against each of the above referred section 63 PPA's are as under:

TABLE A

FY	PTC				Tamilnadu			
	AFC	Variable charges	CIL Claims	Total	AFC	Variable charges	CIL Claims	Total
21-22	2.208	1.475	0.405	4.088	2.168	2.349	0.323	4.840

- viii. The PPA dated 05.01.2011 entered into DBPL and CSPTradco the parties stipulate that if the tariff is not determined then the Parties agree to jointly work out adhoc tariff.
- ix. CSPTradco (now dissolved and merged into Respondent) had communicated, via letter dated 27.07.2020, to the generators supplying concessional power and whose tariff is determined by the Hon'ble Commission that energy charges for FY 2020-21 shall be billed at the latest tariff determined by the Commission. The letter dated 27.07.2020 of Respondent is annexed hereto and marked **Annexure P-9**
- x. Since any ad hoc tariff could not be agreed for the year FY 2021- 22, based on above communication, Petitioner No 1 billed the electricity supplied to CSPTradco (now dissolved and merged into Respondent) at the energy charge rate of Rs 2.809 / unit (tariff determined under the latest Tariff Order dated 31.01.2022 under **Petition No. 68 of 2020 (T) applicable for the year FY 2019-20**) for all the months beginning April 2021 till March 2022. A copy of said Tariff Order is annexed hereto and marked **Annexure P-10**

Section A

8. Part I

- i. The Petitioner submits that based on the audited accounts, the actual energy charges incurred in supplying 5% of net generated power to the Respondent for F.Y 2021-2022 is computed to be

Rs1.916/unit as against the energy charge of Rs 2.809/unit paid by the Respondent.

- ii. Further, the reimbursable expenses duly audited are computed to be Rs. 0.180/unit.
- iii. A table summarizing energy charge rate and various elements of reimbursable expenses is given hereunder:

TABLE B

True-Up Petition		For FY 2021-22	
Total Units Supplied to the Respondent		26,81,30,134	
S. No.	Component	Cost Incurred (Rs)	Cost (Rs/Unit)
Energy Charge			
1	Energy Charge Rate	51,36,03,271.82	1.916
	Sub Total	51,36,03,271.82	1.916
Other Cost Elements to be Reimbursed on Actual Basis			
2	ED Aux	1,40,98,444.91	0.053
3	Water Charges	37,19,639.80	0.014
4	Fly Ash	2,95,53,325.82	0.110
	Sub Total	4,73,71,410.53	0.177
5	Application Fees	10,00,000.00	0.004
	TOTAL	56,19,74,682.35	2.096

iv. **METHODOLOGY ADOPTED FOR CALCULATING THE ENERGY CHARGE RATE**

CSERC MYT Regulations 2015 provide mechanism for determining Energy Charge Rate and reads as under:

Energy charge rate (ECR) in Rupees per kWh on ex-power plant basis shall be determined to three decimal places in accordance with the following formulae for coal-based stations:

$$ECR = \frac{[(GHR - SFC \times CVSF) \times LPPF + CVPF + SFC \times LPSFi] \times 100}{(100 - AUX)}$$

Where,

AUX = Normative auxiliary energy consumption in percentage

CVPF = Gross calorific value of primary fuel as fired, in kCal per kg, per litre or per standard cubic meter, as applicable

CVSF = Calorific value of secondary fuel, in kCal per ml

ECR = Energy charge rate, in Rupees per kWh sent out

GHR = Gross station heat rate, in kCal per kWh

LPPF = Weighted average landed price of primary fuel, in Rupees per kg, per litre or per standard cubic meter, as applicable, during the month

SFC = Specific fuel oil consumption, in ml per kWh

LPSFi - Weighted Average Landed Price of Secondary Fuel in Rs./ml considered initially

- v. The Petitioner has calculated the Energy Charge Rate applying the above mechanism.
- vi. The detailed working of the Energy Charge rate for FY 2021 -22 is given hereunder:

$$ECR = \frac{((GHR - SFC \times CVSF) \times LPPF / CVPF + SFC \times LPSFi) \times 100}{(100 - AUX)}$$

On Normative Basis

$$= \frac{(((2375 - 0.5 \times 10) \times 2.280 / 3000.41) + 0.5 \times 0.055) \times 100}{(100 - 5.25)}$$

$$= 1.931 \text{ Rs. /KWh}$$

On Actual Basis

$$= \frac{(((2369 - 0.17 \times 10) \times 2.268 / 3000.41) + 0.17 \times 0.055) \times 100}{(100 - 5.33)}$$

$$= 1.900 \text{ Rs. /KWh}$$

The key elements of energy charge are as presented below under Table C1, Table C2 and Table C3.

TABLE C1: Computation of Landed Cost of Coal for FY 2021-22

S. No.	Particulars	Unit	Normative	Actual
1	Quantity of Coal supplied by Coal company	MT	40,36,038	40,36,038
2	Adjustment in quantity supplied made by Coal company	MT	-	-
3	Coal Supplied by Coal company (1+2)	MT	40,36,038	40,36,038
4	Transit & Handling Losses (Normative - 0.8%)	MT	32,288	9,537
5	Net coal Supplied (3-4)	MT	40,03,750	40,26,502
6	Amount Charged by Coal Company	Rs.	7,17,63,58,802	7,17,63,58,802
7	Adjustment in amount charged made by coal company	Rs.	-	-
8	Total amount Charged (6+7)	Rs.	7,17,63,58,802	7,17,63,58,802
9	Transportation Charges by rail/road transport	Rs.	1,95,56,55,255	1,95,56,55,255
10	Adjustment in amount charged made by Railways/ Transport Company	Rs.	-	-
11	Demurrage Charges, if any	Rs.	-	-
12	Cost of diesel in transporting coal through MGR system, if applicable	Rs.	-	-
13	Total Transportation Charges (9+/-10-11+12)	Rs.	1,95,56,55,255	1,95,56,55,255
14	Total Amount Charged for coal supplied including Transportation (8+13)	Rs.	9,13,20,14,057	9,13,20,14,057
15	Landed cost of Coal	Rs./kg	2.281	2.268

TABLE C2: Computation of Station Heat Rate for FY 2021-22(a) Gross Station Heat Rate - Normative

Normative Regulation 39.3(a)(a) of the CSERC MYT Regulation 2015 provide that the Gross Station Heat Rate of thermal Generating Stations with sub-critical technology shall be **2375 kcal/kwh.**

(b) Gross Station Heat Rate - Actual

S. No.	Particulars	Unit	Qty.	GCV [kCal/ kg]
1.	Coal Received FY 2021-22			
1.1	Linkage	MT	23,94,941	3,394.69
1.2	Non-Linkage - B(VIII)	MT	3,01,237	3,228.20
1.3	Non-Linkage - Auction	MT	40,26,502	3,000.24
	Total (1.1 + 1.2 + 1.3)	MT	67,22,680	
2	Coal Consumed FY 21-22	MT		
2.1	Linkage	MT	23,94,941	3,394.69
2.2	Non-Linkage - B(VIII)	MT	3,01,237	3,228.20
2.3	Non-Linkage - Auction	MT	37,78,426	3,000.24
	Total (2.1 + 2.2 + 2.3)	MT	64,74,605	3,156.75
3	Generation	kWh	8,63,34,75,130	
4	Specific Coal Consumption ((2 X 1000) / 3)	Kg/kWh	0.75	
5	GCV of Secondary Fuel Consumed (SFC)	kCal/Kl	10,000	
6	Secondary Fuel Consumed FY 2021-22	Kl	1,432	
7	Specific SFC consumed ((6 X 1000 X 1000) / 3)	ml/kWh	0.17	
8	SHR (4 X 2 + (7 X 5 / 1000))	kCal/kWh	2,369.04	

TABLE C3: Computation of Energy Charge Rate for FY 2021-22

S. No.	Particulars	Unit	Normative	Actual
	Price of Fuel			
1	Price of Coal	Rs./ MT	2,281	2,268
2	Price of Oil	Rs./ Kl	55,329	55,329
3	Auxiliary Consumption	%	5.25	5.33
4	Transmission Loss	%	-	-
5	GCV of Coal as Received	kCal/kg	3,000	3,000
6	GCV of Secondary Fuel	kCal/ltr	10,000	10,000
7	Specific Oil Consumption	ml/kWh	0.50	0.17
	ECR Calculation			

S. No.	Particulars	Unit	Normative	Actual
8	Auxiliary Consumption	%	5.25	5.33
9	Calorific Value of Primary Fuel (CVPF)	kCal /kg	3,000	3,000
10	Calorific Value of Secondary Fuel (CVSF)	kCal /ml	10.00	10.00
11	Gross Station Heat Rate (GSHR)	kCal /kWh	2,375	2,369
12	Landed Price of Primary Fuel (LPPF)	Rs./kg	2.281	2.268
13	Specific Fuel Oil Consumption (SFC)	ml/kWh	0.50	0.17
14	Landed Price of Secondary Fuel (LPSFi)	Rs./ml	0.055	0.055
15	ECR (Ex-Bus)	Rs./kWh	1.931	1.900

- vii. Clause-13 of MYT Regulations, 2015 specifies mechanism for sharing of gains and losses on account of controllable factors. Accordingly, aggregate net gain on account of over achievement or aggregate net loss on account of under achievement in reference to the norms set in tariff order for efficiency linked controllable items shall be passed on to the beneficiary/consumer(s) and retained by the generating company in the ratio of 50:50 or as may be specified in the order of the Commission passed under these Regulations.
- viii. Clause 11 of the MYT Regulations, 2015 specifies generation performance parameters like PLF, SHR, Auxiliary consumption, PAF as controllable factor.
- ix. Based on Clause-11 and Clause-13 of the MYT Regulations, 2015 for sharing the gains/losses, the Petitioner submits request for approval of Energy Charge Rate of Rs. 1.916 / kWh for the year FY 2021- 22 as below

TABLE C4: Energy Charge Rate for FY 2021- 22(after Sharing gains and Loss)

S No	Particular	Unit	FY 2021-22	
			Normative	Actual
1	ECR (Ex-Bus)	Rs./kWh	1.931	1.900

S No	Particular	Unit	FY 2021-22	
			Normative	Actual
2	ECR (after Sharing gain and loss)	Rs./kWh	1.916	

- x. The working of the differential tariff and the total claim against differential tariff for the year FY 2021- 22 is given below.

TABLE D: Total Claim for Differential Tariff for FY 21-22

S. No	Unit Supplied to CG (kWh)	Rate Based On E-Auction coal (Rs./Unit)	Ad-hoc tariff (Rs./unit)	Rate Difference (Rs./unit)	Differential Claim (Rs.)
	(a)	(b)	(c)	(d) = (b) - (c)	(e) = (d) x (a)
1	26,81,30,134.07	1.916	2.809	-0.894	-23,95,74,274.79
Other Cost Elements to be Reimbursed on Actual Basis					
2	ED on Aux				1,40,98,444.91
3	Water Charges				37,19,639.80
4	Fly Ash Expenses				2,95,53,325.82
5	Application Fees				10,00,000.00
	TOTAL (1+2+3+4+5)				-19,12,02,864.26

- xi. The Broad Design Parameters and the Performance Guaranteed Schedule of BTG are annexed and marked as **Annexure P-11A** and **Annexure P-11B** hereto.

9. Each of the elements of energy charge rate reflected in Table C1 - C3 above is explained hereunder:

a. QUANTITY OF COAL PROCURED:

Coal is used as the Primary Fuel for Petitioner's Generating Units. The Petitioner submits that the quantity of coal considered is based on the audited accounts as certified by the Petitioner's Chartered Accountant. The month wise details of coal procurement including coal procured

through e-auction are given at **Annexure P-12**. The daily coal consumption data in respect of Unit I and Unit II are given at **Annexure P-13**.

The Petitioner submits that the linkage coal is made available only if the power is supplied to the distribution licensee, either directly or through power trading company (like the Respondent) which, in turn, has a back to back long term PPA with the distribution companies.

Since CSPTradco (now dissolved and merged into Respondent) was a trading company and had not furnished a back to back long term PPA that it may have with any distribution licensee including the Respondent against Petitioner's PPA, SECL refused to supply linkage coal against the Petitioner's PPA. As such, due to the non-availability of the linkage coal for power supplied to the Respondent, the Petitioner has utilized a mix of coal procured through e-auction and open market for generating 5% power supplied to the Respondent.

In order to procure linkage coal, the Company had approached SECL more than once, from whom the Petitioner is procuring linkage coal. However, allocation was denied by SECL, citing non-availability of back to back PPA with any DISCOM by CSPTradco (now dissolved and merged into Respondent). In view of the above, the Petitioner made multiple communications with CSPTradco (now dissolved and merged into Respondent) to arrange back to back PPA. Some of the letters addressed by the Petitioner to CSPTradco (now dissolved and merged into Respondent) requesting co-operation for availing linkage coal are annexed and marked as **Annexure P-14 collectively**.

Ministry of Power, Government of India (MoP), vide letter dated 31.07.2013, had advised the Electricity Regulatory Commissions as under:

"4. As per decision of the Government, the higher cost of import/market based e-auction coal be considered for being made a pass through on a case to case basis by SERC/CERC to the extent of shortfall in the quantity indicated in the LoA/FSA and the CIL supply of domestic coal which would be minimum of 65% , 65% , 67% and 75% of LoA for the remaining four year of the 12th plan for the already concluded PPAs based on tariff based competitive bidding.

5. The ERCs are advised to consider the request individual power producers in this regard as due process on a case to case basis in public interest. The Appropriate Commissions are requested to take immediate steps for the implementation of the above decision of the government".

Further, the Revised Tariff Policy, 2016 made specific provision regarding pass through of the cost of imported coal/market – based e- auction coal for meeting the shortfall between the assured quantity/quantity indicated as ACQ in the LoA/FSA and Order in the Petition No. 284/MP/2018 Page 18 of 44 reduced quantity of coal supplied by the CIL.

The gazette dated 28.01.2016 is annexed and marked as **Annexure P-15**

Under the Long term PPAs with Tamilnadu and Rajasthan Discom, in case of coal received by the petitioner under the FSA falling short of the quantity required to meet the supply obligations, the procurer discoms has been making the payments based on actual energy charge based on coal sourced under Non-FSA route (e- auctions) for such shortfall quantity under FSA. As such, the Quantity of Coal supplied under the Fuel supply agreement has been utilized towards the eligible PPAs. i.e. PPA between DB Power and TANGENDCO as well as PPA between DB Power and Rajasthan Discoms through PTC.

In the instant case of supply to CSPTradco (now dissolved and merged into Respondent), coal was being procured by the Petitioner from the most economically available alternate sources (other than FSA Coal) majorly through e-auctions conducted by Coal India Limited, as the PPA was not qualified to get coal under Fuel Supply Agreement in absence of 'back to back PPA with any Discom.

As there is NIL coal supply under linkage FSA towards supply of power from Petitioner to CSPTradco (now dissolved and merged into Respondent No 1) for lack of back Power Supply Agreement as explained above, the energy charges as applicable with e-auction coal is being considered for supply of electricity to Respondent i.e. CSPTDCL for the period of April 2021- Mar 2022.

The Petitioner participated in auctions being announced by SECL, MCL, BCL and CCL from time to time. Notices of e-auction from CIL for 2021-22 where DB Power had participated is annexed and marked as **Annexure P-16**. It may be noted that no imported coal has been used by the Petitioner for supplying power to the Respondent during FY 2021-22.

b. Normative transit and handling losses

Regulation 41.10 CSERC MYT Regulations 2015 specify the norms for Landed Price of Coal as well as the Normative Transit Losses that are allowed to be incorporated in the Landed Price of Coal. Regulation 41.10 of CSERC MYT Regulations 2015 reads as under:

41.10: The landed cost of fuel for the month shall include price of fuel corresponding to the grade and quality of fuel inclusive of royalty, taxes and duties as applicable, transportation cost by conveyer/rail/road or any other means, and, for the purpose of computation of energy charge, and in case of coal shall be arrived at after considering normative transmit and handling losses as specified in Regulation 39.7.

Regulation 39.7 of CSERC MYT Regulations 2015 reads as under:

39.7: Transit and Handling Losses

Transit and Handling losses for coal based generating stations for the control period, as a percentage of quantity of indigenous coal dispatched by the coal supply company during the month shall be as given below:

(a) Coal based Generating Stations except at (b) below:

- i. Pit head generating stations : 0.20%
- ii. Non-pit head generating stations : 0.80%

(b) Korba East TPS complex : 1.15%

Based on the above Regulations, the Petitioner has worked out the Landed Price of Coal. It is further submitted that, procurement of Coal from mines has been considered at Normative Transit Loss of 0.80%.

c. Gross Calorific Value (GCV) of Coal

The Petitioner maintains the data of GCV of coal on "as received basis". The Monthly Weighted Average Gross Calorific Value ("GCVJ from various non-linkage sources of Coal is computed at 3000.24 kcal/kg on as received basis.

d. Normative Gross Station Heat Rate (GHR)

Regulation 39.3(a)(a) of the CSERC MYT Regulation 2015 provide that the Gross Station Heat Rate of thermal Generating Stations with sub-critical technology shall be 2375 kcal/kwh. The Petitioner has accordingly applied GHR of 2375 kcal/kwh.

e. Normative Auxiliary Energy Consumption (AUX)

Regulation 39.5 of the CSERC MYT Regulation 2015 stipulates Auxiliary Energy Consumption of coal based generating stations of 500 MW and above having steam driven boiler feed pumps at 5.25%. The Petitioner has therefore worked out the AUX at 5.25% as per Regulation 39.5 for the period 01.04.2021 to 31.03.2022.

f. Normative Specific (Secondary) Fuel Oil Consumption (SFC)

The Applicant has worked out the SFC at 0.5ml/kwh for the period 01.04.2021 to 31.03.2022 in accordance with Regulation 39.4 of CSERC MYT Regulations 2015.

g. Calorific Value of Secondary Fuel (CVSF)

The BIS 2008 (I.S 15770: 2008) provides the standard CVSF in the range of 10-10.5 Kcal/ml. The Petitioner has taken CVSF value as 10 Kcal/ml accordingly.

h. Weighted Average Landed Price of Secondary Fuel (LPSFi)

The Petitioner submits that the weighted average landed price of secondary fuel has been arrived at on the following basis:

Weighted average landed price Of secondary fuel for the year= Amount paid for SF for Year/Qty of SF purchased

Applying the above formulae, the weighted average landed price of secondary fuel for the year FY 2021-2022 is as under:

$$\begin{aligned}
 \text{Weighted average landed price} &= 7,92,11,994 / 1,431.65 \\
 \text{Of secondary fuel} &= 55,329.162\text{Rs/kl} \\
 &= 0.055 \text{ Rs. /mL}
 \end{aligned}$$

The details for secondary fuel consumption and details for determination of landed cost of secondary fuel is annexed and marked as **Annexure P-17 and P-18** respectively.

Part II

REIMBURSEMENT OF DUTIES, LEVIES AND OTHER CHARGES

The CSERC MYT Regulations 2015 bifurcates various factors into Controllable and Uncontrollable factors and provides for pass through

of Gains and Losses on account of Uncontrollable factors. The relevant regulations of CSERC MYT Regulations 2015 read as under:

Regulation 11.1 of CSERC MYT Regulations 2015

For the purpose of these Regulations, the term "uncontrollable factors" shall comprise of the following factors, but not limited to, which were beyond the control of the applicant and could not be mitigated by the applicant:

- (a) Force Majeure events;
- (b) Change in law
- (c) Judicial pronouncements,
- (d) Fuel prices i.e. price of coal, oil and all primary-secondary fuel;
- (e) Sales mix and quantum of Sales;
- (f) Cost of power purchase;
- (g) Costs on account of inflation;
- (h) Taxes and Statutory levies

Regulation 12 of CSERC MYT Regulations 2015 reads as under:

MECHANISM FOR PASS THROUGH OF GAINS OR LOSSES ON ACCOUNT OF UNCONTROLLABLE FACTORS

The aggregate net gains / losses to the generating company or STU/transmission licensee or distribution licensee on account of uncontrollable items (as per the tariff order) over such period shall be passed on to beneficiaries/ consumers through the next ARR or as may be specified in the Order of the Commission passed under these Regulations.

The details of each of the reimbursable expenses are as under:

1. Electricity Duty on Auxiliary Power

As per the Chhattisgarh Electricity Duty Act, 1949, the Petitioner is charged Electricity Duty by the State Government on power generated including that on auxiliary power. The levy of electricity duty is a statutory levy and falls within the purview of the Uncontrollable factors. Moreover, the Electricity duty provided in books by the Petitioner is part of the cost incurred by the Petitioner for generation and supply of power to the Respondent. As such, the Respondent is liable to reimburse the electricity duty provided in

the books by the Petitioner on power generated including that on auxiliary power. A copy of the letter dated 26.09.2015 of CSPTradco (now dissolved and merged into Respondent) confirming that the electricity duty shall be reimbursed is annexed and marked as **Annexure P-19** hereto.

The Petitioner has calculated the Electricity duty on auxiliary as per the following formulae:

(Units supplied to CSPTradco in the month)/ (Total units supplied to all customers in that month) * (Total ED on Aux paid to the State Government)

A copy of the latest notice dated 03.08.2022 demanding payment towards electricity duty is annexed and marked as **Annexure P-20**.

2. Water Charges

The CSERC MYT Regulations 2015 stipulates that water charges shall be pass-through on reimbursement basis. The Petitioner is paying water charges to the Water Resource Department, the Government of Chhattisgarh on regular basis for water consumed for generation of power. The Petitioner has calculated the Water Charges as per the following formulae:

(Units supplied to CSPTradco in the year)/ (Total units supplied to all customers in that year) * (Water Charges corresponding to water consumed in that year)

The details of water charges paid for FY 2021-22 are enclosed as **Annexure P-21**.

3. Fly Ash

Ash disposal expenses are integral to generation. It is submitted that the Coal received at the Petitioner's plant is of sub-standard quality as compared to that of Design Coal and has high Ash content. Part of the ash generated is disposed off in the form of slurry and the balance ash is transported for use in cement industry, brick industry, for paving of roads, etc. Ministry of Environment, Forests and Climate Change (MoEF&CC) issued various Notifications on fly ash utilization, first Notification was

issued on 14th September, 1999 which was subsequently amended in 2003, 2009 and 2016 vide Notifications dated 27th August, 2003, 3rd November, 2009 and 25th January, 2016 respectively.

MoEF&CC Notification of 25th January, 2016 stipulated cost of transportation of fly ash to be borne entirely by TPS up to 100 km and equally shared between user and TPS for more than 100 km and up to 300 km.

Further, MoEF&CC vide Notification dated 31st December, 2021 stipulates below key responsibilities of thermal power plants to dispose fly ash and bottom ash, among others:

"A. Responsibilities of thermal power plants to dispose fly ash and bottom ash. —

(1) Every coal or lignite based thermal power plant (including captive or co-generating stations or both) shall be primarily responsible to ensure 100 per cent utilization of ash (fly ash, and bottom ash) generated by it in an eco-friendly manner as given in
.....

(5) The unutilized accumulated ash i.e. legacy ash, which is stored before the publication of this notification, shall be utilized progressively by the thermal power plants in such a manner that the utilization of legacy ash shall be completed fully within ten years from the date of publication of the notification and this will be over and above the utilization targets prescribed for ash generation through current operations of that particular year.....

B. For the purpose of utilization of ash, the subsequent sub-paras shall apply. —

(1) All agencies (Government, Semi-government and Private) engaged in construction activities such as roadlaying, road and flyover embankments, shoreline protection structures in coastal districts and dams within 300 kms from the lignite or coal based thermal power plants shall mandatorily utilise ash in these activities:

Provided that it is delivered at the project site free of cost and transportation cost is borne by such coal or lignite based thermal power plants.

Provided further that thermal power plant may charge for ash cost and transportation as per mutually agreed terms, in case thermal power plant is able to dispose the ash through other means and those agencies makes a request for it and the provisions of ash free of cost and free transportation shall be applicable, if thermal power plant serves a notice on the construction agency for the same....."

In the state of Chattisgarh where Petitioner is located, the supply of fly ash far exceeds the demand for the by product from various industries, resulting into Petitioner incurring complete expenditure towards transportation and disposal of the ash.

CSERC MYT Regulations 2015, under Clause 11.1(b) and (f) defines "Change in Law" and "Cost of Power Purchase" under Uncontrollable Factors that were beyond the control of the applicant. Further, Clause 12 of the Regulations can be read as below

"MECHANISM FOR PASS THROUGH OF GAINS OR LOSSES ON ACCOUNT OF UNCONTROLLABLE FACTORS defines

The aggregate net gains / losses to the generating company or STU/ transmission licensee or distribution licensee on account of uncontrollable items (as per the Tariff Order) over such period shall be passed on to beneficiaries/consumers through the next ARR or as may be specified in the Order of the Commission passed under these Regulations"

Further, Para A (10) of the MoEF&CC Notification dated 31st December, 2021 reads as below

"Statutory obligation of 100 per cent utilization of ash shall be treated as a change in law, wherever applicable."

The Petitioner submits that the stipulation of transportation of fly ash to be borne entirely by the TPS is a "Change in Law" event and an uncontrollable factor that is beyond the control of the applicant i.e. Petitioner in this case. **The expenses incurred on account of**

ash disposal are reimbursable based on the actual cost incurred in disposing the ash.

The Petitioner has worked out the fly ash expenses on the basis of following formulae:

Fly Ash expenses for a year = (Units supplied to CSP Tradco in that year) / (Total units supplied to all customers in that year) * (Fly Ash expenses incurred in that year)

The month wise summary of fly ash expenses in respect of 5% energy supply to CSP Tradco (now dissolved and merged into Respondent) for FY 2021-22 is annexed thereto and marked as **Annexure P-22**.

DBPL Energy Supply to CSPDCL during FY 2021-22

The Month Wise supply of energy from DBPL to CSPDCL during FY 2021-22 is annexed and marked as **Annexure P-23**.

SECTION B

PROJECTED ENERGY CHARGES AND PROJECTED REIMBURSABLE EXPENSES FOR FY 2023-24.

As explained hereinabove, the Petitioner has incurred the energy (variable) charges of Rs. 1.916/unit and reimbursable expenses of Rs. 0.180/unit for FY 2021-22.

The Petitioner submits that the average cost incurred above reflects the actual expenditure incurred by the Petitioner in generation of electrical energy supplied to the Respondent for F.Y 2021-22 as well as the amounts calculated in accordance with the normative parameters stipulated in the CSERC MYT Regulations, 2015.

Considering, LPPF and LPSF based on last three available bills (**June 2022, July 2022 and August 2022**) and presuming the normative parameters stipulated in CSERC MYT Regulations 2021, the Petitioner submits for approval of this Hon'ble Commission the provisional energy charge of Rs.2.533/unit together with

reimbursable expenses (electricity duty, water charges, fly ash expenses etc.) on actual basis for the FY 2023-24.

TABLE E: Computation of Provisional Energy Charge Rate for FY 2023-24

S. No.	Particulars	Unit	Normative
	Price of Fuel		
1	Price of Coal \$	Rs. / MT	3102
2	Price of Oil \$	Rs. / Kl	88,974
3	Auxiliary Consumption	%	5.25
4	Transmission Loss	%	-
5	GCV of Coal as Received	kCal/kg	3,136
6	GCV of Secondary Fuel	kCal/ltr	10,000
7	Specific Oil Consumption #	ml/kWh	0.50
	ECR Calculation		
8	Auxiliary Consumption #	%	5.25
9	Calorific Value of Primary Fuel (CVPF)	kCal /kg	3,136
10	Calorific Value of Secondary Fuel (CVSF)	kCal /ml	10.00
11	Gross Station Heat Rate (GSHR) #	kCal /kWh	2,390
12	Landed Price of Primary Fuel (LPPF) \$	Rs. /kg	3.102
13	Specific Fuel Oil Consumption (SFC) #	ml/kWh	0.50
14	Landed Price of Secondary Fuel (LPSFi) \$	Rs. /ml	0.089
15	ECR (Ex-Bus)	Rs. /kWh	2.537

\$ LPPF and LPSF are based on average of June 2022, July 2022 and August 2022

GSHR, SFC and Auxiliary consumption are based on normative parameters stipulated in CSERC MYT Regulations 2021

SECTION C

ESTABLISHMENT OF PAYMENT SECURITY MECHANISM

In term of Article 9.1.1 of the PPA, the Respondent is obligated to establish a Payment Security Mechanism (PSM) in form of Letter of Credit (L/C) in favor of the Petitioner.

Further, Ministry of Power has also issued directive dated 28.06.2019, followed by subsequent corrigendum, clarifications and Revised Procedure dated 17.07.2019, 09.08.2019 and 25.02.2021, stipulating mandatory opening and maintaining adequate Letter of Credit as

Payment Security Mechanism under Power Purchase Agreements by Distribution Companies.

Based on repeated reminders from the Petitioner, the Respondent has issued Letter of Credit that is inadequate and also conditional. The copy of LC dated 18.01.2020 along with amendment dated 15.01.2021 and 30.12.2021 are annexed and marked as Annexure P-22B.

The copies of MOP directives letters addressed to the Respondent requesting for opening of L/C and objections raised on inadequacy of LC are annexed, and copies of LC are annexed and marked as Annexure P-24A, Annexure P-24B and Annexure P-24C.

LAW POINTS INVOLVED IN THE MATTER, IF ANY

None, at this stage.

RELIEF SOUGHT

PRAYERS:

In view of the aforesaid facts and circumstances, the Petitioner most respectfully prays that, this Hon'ble Commission may accept this Petition and may be pleased to:-

- a) True up the Energy (Variable) Charges of Rs 1.916/unit and reimbursable expenses of Rs0.180/unit for FY 2021-22;
- b) Direct the Respondent to pay the difference / shortfall in the energy (variable) charge and reimbursable expenses for FY 21-22 forthwith upon approval by this Hon'ble Commission;
- c) Approve the provisional Energy (Variable) Charges of Rs 2.533 /unit together with reimbursable expenses (electricity duty, water charges, fly ash expenses etc.) on actual basis for FY 2023-24; along with collecting Fuel Cost Adjustment (FCA) Charges as specified in the CSERC MYT Tariff Regulations, 2021.
- d) Direct the Respondent to reimburse the filing fees paid by the Petitioner towards this Petition;
- e) Allow carrying cost;
- f) Direct the Respondent to establish payment security mechanism in favor of the Petitioner in accordance with the provisions of the Agreement; and

- g) Condone any inadvertent omissions/errors/rounding off differences/shortcomings and permit the Petitioner to add/alter the Petition and make further submissions as may be required at a future date.

INTERIM RELIEFS

As prayed hereinabove


GROUND FOR CLAIMING RELIEFS

The grounds are as stated and explained hereinabove in this Petition

Petition filing fee of Rs.10,00,000/- (deposited through RTGS No. UTR No. SBIN422343797469 on dated 09.12.2022) submitted, in terms of S.No. 15(c)(i) in Schedule I under the CSERC (Fees and Charges) Regulations, 2009. The Petitioner submits that the CSERC MYT Regulations 2015 provide for recovery of filing fees paid by the generating companies from the beneficiaries.

The Petition prays accordingly.

Raipur.
Dated: 20/ 12/ 2022


(Shailendra Bajpai)
Authorized Signatory
For D.B. Power Ltd.



BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, RAIPUR

Petition No _____ of 2022

FILE No.

CASE No.

IN THE MATTER OF:

DB Power Limited,
Through its Authorized Signatory

..... **Petitioner**

Versus

Chhattisgarh State Power Distribution Company Limited
Through its Managing Director

..... **Respondent**

Affidavit verifying the petition

I Shailendra Bajpai S/O of Shri D.P. Bajpai aged 42 years Post- Senior Manager (Legal) Residing at DB Power Limited, Village: Badadarha, Dist. Janjgir-Champa (C.G.) do solemnly affirm and say as follows:

1. I am a Senior Manager (Legal) of DB Power Ltd, the applicant/petitioner in the above matter and am duly authorized by the said applicant/petitioner to make this affidavit on its behalf.

The statement of the petition herein now shown to me and has been prepared based on the documents and record maintained by petitioner company are true to my knowledge are based on the information received by me and I believe them to be true.

I say that the documents filed along with the petition are true copies of their respective originals.

[Signature]
Deponent

- 8 DEC 2022

Verification

I Shailendra Bajpai S/O of Shri D.P. Bajpai the deponents do hereby verify that the contents of paragraphs 01 to 03 above in the affidavit are true to my knowledge and no part of it is false and nothing material has been concealed there from verified at Raipur on the day of December 2022.

[Signature]
Deponent

SOLEMNLY AFFIRMED
BEFORE ME BY THE
DEPONENT AT RAIPUR

[Signature]
H. C. Sharma
ADVOCATE/NOTARY
RAIPUR (C.G.)

- 8 DEC 2022

[Signature]
Identifying Witness
Signature
Name **Abhishek Tiwari**
Address **Bonyachard, RPK**

फोन फेक्स/ Tele-fax: 2610 5075

ई-मेल/email: cea-tmd@nic.in



केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
ताप परियोजना प्रबोधन प्रभाग
Thermal Project Monitoring Division
सेवा भवन, आर. के. पुरम, नई दिल्ली-110066
Sewa Bhavan, R.K. Puram, New Delhi-110066



[आई.एस.ओ: 9001-2008]

No. CEATPMWR/70/09/1151

Dated: 14th November, 2014

The Chairman,
Coal India Ltd.,
Apeejay house, B-Block,
6th Floor, 15, Park Street,
Kolkata-700016

विषय : - Date of commercial operation in respect of Unit- 1 (600MW) of Baradarah TPP at Village Baradarah, District Janjgir-Champa in the State of Chhattisgarh -reg.

Sir,

This is to inform that trial run of Baradarah TPP, Unit-1 (600MW) being implemented by DB Power Limited has been successfully completed on 23.08.2014 (72 Hour running at full load) and declared COD with effect from 03.11.2014.

It is therefore, requested that concerned coal company may be advised to commence coal supply accordingly.

माम चंद 14.11.14
(माम चंद)

मुख्य अभियंता

Copy to:

1. Joint Secretary (LA), Ministry of Coal, Shastri Bhawan, New Delhi.
2. Joint Secretary (OM), Ministry of Power, S.S.Bhawan, New Delhi.
3. The Executive Director (TTC), Ministry of Railways, Rail Bhawan, New Delhi.
4. Chief General Manager (S&M), CIL, Apeejay House, B-Block, 6th Floor, 15, Park Street, Kolkata-700016.
5. General Manager (S&M), CIL, Scope Minar, 4th Floor, District Centre, Laxmi Nagar, New Delhi-110092.
6. The Chairman-cum-Managing Director, South Eastern Coalfields Limited, Seepat Road, P.O. Bilaspur, Bilaspur-495006, Chhattisgarh.
- ✓ CEO, DB Power Ltd., 813, Phase V, Udyog Vihar, Gurgaon, Haryana-122016,

Copy for information to:

1. SA to Chairperson, CEA
2. SA to Member (Thermal), CEA
3. Chief Engineer(OM), CEA



भारत सरकार
Government of India
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
ईंधन प्रबंधन प्रभाग



Fuel Management Division

[ISO: 9001-2008]

तीसरी मंजिल, सेवा भवन, आर.के.पुरम, नई दिल्ली -110066

3rd Floor, Sewa Bhawan, R.K. Puram, New Delhi - 110066

No. CEA/Plg/FM/1/1/COD/2016/419-31

Dated 4th April, 2016

To,

The Chairman,
Coal India Ltd.,
Coal Bhawan,
Plot No. AF-III, Action Area-IA,
New Town, Rajarhat,
Premise No. 04 MAR,
Kolkata-700156

Subject: Intimation of Commercial Operation Date (COD) in respect Unit-2 (600 MW) of M/s DB Power Limited (Baradhara), Chhattisgarh.

Sir,

This is to inform that Unit-2 (600 MW) of M/s DB Power Limited (Baradhara), Chhattisgarh has achieved Commercial Operation Date (COD) w.e.f 00:00 Hrs 26.03.2016 as per communication received from Western Regional Power Committee vide letter dated 28.03.2016 (copy enclosed) based on confirmation by Western Regional Load Despatch Centre. In view of above, CIL is requested to consider supply of coal to Unit-2 of the power plant.

Yours faithfully,

(A.K. Mishra)
Chief Engineer

Encl: As above

Copy to:

1. Joint Secretary (LA), Ministry of Coal, Shastri Bhawan, New Delhi.
2. Joint Secretary (Thermal), Ministry of Power, S.S. Bhawan, New Delhi.
3. Executive Director (TTC), Ministry of Railways, Rail Bhawan, New Delhi.
4. The Chief General Manager (S&M), CIL, Coal Bhawan, Premise No. 04 MAR, Plot No. AF-III, Action Area-IA, New Town, Rajarhat, Kolkata-700156.
5. The General Manager (S&M), CIL, Scope Minar, Care No.-2 5th Floor, District Office, Lodi Nagar, New Delhi - 110002.

For and on behalf of:

The Chief Executive Officer, DB Power Limited, 11, 5th Floor, Corporate Block, DB Power Limited, Opposite, CIL, Plot No. 20, Sector-10, Gurgaon-122001.



DB Power Limited

CIN: U40109MP2006PLC019008

Corporate Office : 3rd Floor, Naman Corporate Link, Opp. Dena Bank, C-31, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel: +91 22 7156 6000 • Fax: +91 22 2659 0264

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF D B POWER LIMITED AT THEIR MEETING HELD ON MONDAY, 28TH MARCH, 2022 VIA VIDEO CONFERENCING AND/OR OTHER AUDIO VISUAL MEANS.

AUTHORITY TO REPRESENT THE COMPANY IN COURT MATTERS AND TO SIGN ALL PAPERS/ DOCUMENTS ON BEHALF OF THE COMPANY

"RESOLVED THAT in supersession of all earlier resolution passed by the Board of Directors of the Company in this behalf, Shri. Brijgopal R Jaju, Shri. Vikas Adhia, Shri. Manu Namboothiri, Shri. Shalendra Bajpai and Shri. Ajay Kumar Kaithwash, Authorised Representatives of the company be and are hereby severally authorize to appoint Advocate and to sign all papers, applications, complaints, petitions, vakalatnama and all other documents etc., as well as affidavits as may be required to be filed before Central Electricity Regulatory Commission (CERC), High courts, Supreme Court or before any other Government authority, Tribunal, court of law and/or local authorities in connection with to initiate/defend necessary legal/arbitration proceedings and/or any legal proceedings by or against the company and to represent the company in all other matters incidental thereto as may be considered necessary and expedient."

//Certified true Copy//

For **DB POWER LIMITED**

**SANDEEP GURAV
COMPANY SECRETARY
MEM No. A17830**



**DATE: 22nd September, 2022
PLACE: MUMBAI**



CHHATTISGARH STATE POWER DISTRIBUTION CO.LTD.
(A Government of Chhattisgarh Undertaking) (A Successor Company of CSEB)
CIN:U40108CT2003SGC015822
OFFICE OF EXECUTIVE DIRECTOR (RA&PM),
Ph: (0771) 2574441 (Fax) 2574442, website: www.cspdcl.co.in Email: cecomcseb@rediff.com

No. 02-02/SE-II/EE(RA&PM)/ 1040

Raipur Dtd. 24/08/2022

To,

.....
.....
.....

Sub: Merger of Chhattisgarh State Power Trading Company Limited into Chhattisgarh State Power Distribution Company Limited.

Energy Department Govt. of Chhattisgarh vide notification no. 1686/F-21/13/2009/13/2 dtd. 08.06.2022 has made an amendment in CSEB Transfer Scheme-2010. In pursuance of this notification Chhattisgarh State Power Trading Company Limited has been dissolved and merged into Chhattisgarh State Power Distribution Company Limited. It is therefore advised that all correspondence shall be made in future in the following address: -

Executive Director (RA&PM),
Chhattisgarh State Power Distribution Company Limited,
4th Floor, Vidyut Sewa Bhawan, Dagania, Raipur
Pin-492001,
Email id-cecomcseb@rediff.com

Further scheduling for daily power transaction may be intimated in e-mail id-dcc.cspdcl@gmail.com

Executive Director (RA&PM)
CSPDCL: Raipur

No.	IPP add	
1	M/s ACB(INDIA) Ltd. (30 MW) Kasai Pali Power Plant, Katghora Distt. Korba (C.G.)	
2	M/s ACB(INDIA) Ltd. (270 MW) Kasai Pali Power Plant, Katghora Distt. Korba (C.G.)	
3	M/s ACB(INDIA) Ltd. (SCPL) (50 MW) Ratiza Power Plant, Katghora Distt. Korba (C.G.)	
4	M/s Bharat Aluminium Co. Ltd. Po. Balco Nagar, Distt. Korba, Chhattisgarh 495684	
5	M/s DB Power Ltd. 3rd Floor, Naman Corporate Link, Opp. Dena Bank, C-31, G-Block, Bandra - Kurla Complex, Bandra (E), Mumbai - 400051, Maharashtra.	
6	M/s Jindal Power Ltd. Po. Tamnar, Distt Raigarh, Chhattisgarh 496107	M/s Jindal Power Ltd. 6 th Floor, MTNL Building, 812-Bikaji Kama Place, New Delhi - 110066
7	M/s KSK Mahanadi Power Ltd. 8-2-293/82/A/431/A, Road no 22, Jubilee Hills, Hydrabad-500033	M/s KSK Mahanadi Power Ltd. Vill. Naraiyara, Teh. Akaltara Distt. Janjgir chapa, (C.G.)
8	M/s Maruti Clean Coal & Power Ltd. Vill. Bandhakhar, Teh. Pali, Distt. Korba (C.G.)	M/s Maruti Clean Coal & Power Ltd. 7th Floor, Corporate Tower, Ambience Mall, NH-8, Gurgaon-122002, Haryana
9	M/s TRN Energy Pvt Ltd. Po. Navapara (Tenda) Teh. Gharghoda Distt. Raigarh (C.G.) 496111	M/s TRN Energy Pvt Ltd. 18, Vasant Enclave, Rao, Tula Ram Marg, New Delhi-110057.
10	M/s Lanco Amarkantak Power Ltd. Vill. Pathadi, Po. Tilkeja, Distt. Korba (C.G.) Pin. 495674	M/s Lanco Amarkantak Power Ltd., Lanco House plot no 397, Udyog Vihar Phase-3, Gurgaon-122016
11	M/s SKS Power Generation (C.G.) Ltd. Vill. Binjkot, Po. Dharamuda, Kharsiya Distt. Raigarh (C.G.) 496001	M/s SKS Power Generation (C.G.) Ltd. 501/B, Elegant Business Park, Andheri Kurla Road, J B Nagar Andheri East, Mumbai-400059
12	M/s SV Power Private Ltd. Vill. Renki, Po. Chainpur, Teh. Pali, Hardibazar, Distt. Korba (C.G.) 495446	M/s SV Power Private Ltd. 7th Floor, Corporate Tower, Ambience Mall, NH-8, Gurgaon - 122002, Haryana
13	M/s Raipur Energen Ltd. Adani Corporate House, Shanti gram, Near Vaishnodevi cercal, khodiyar, Ahmadabad, Gujrat. 382421	
14	M/s Raigarh Energy Generation Ltd. Adani Corporate House, Shanti gram, SG Harveys, Ahmadabad, Gujrat. 382421	

Exhibit - 1.2
Sheet 1 of 8

Memorandum of Understanding
Between
Government of Chhattisgarh,
Chhattisgarh State Electricity Board
and
M/S. D.B. Power Limited
For setting up of
1100 MW Thermal Power Project
7th January, 2008
Raipur, Chhattisgarh
India

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made this 7th day of January 2008 at Raipur.

BETWEEN

Government of Chhattisgarh and Chhattisgarh State Electricity Board (hereinafter referred to as "The Government" and "The Board" respectively, which expression shall unless repugnant to the context or the meaning thereof, include their respective successors and permitted assigns) of the FIRST PART.

AND

The D.B. Power Limited a Company incorporated under Indian Companies Act, 1956 (1 of 1956) and having its registered office at 6 Dwarka Sadan, Press Complex, M.P. Nagar, Zone-I, Bhopal (MP)- 462001 India (hereinafter referred to as "the Company", which expression shall unless repugnant to the context or the meaning thereof, include its successors and permitted assigns) of the OTHER PART.

The Government, the Board and the Company shall hereinafter be collectively referred to as the "Parties" and individually be referred to as the "Party".

WHEREAS the Government is desirous of facilitating private investments in power generation projects in the State of Chhattisgarh and providing assistance for the development of power generation projects and in consideration, being entitled to a certain share of the power generated from such projects.

AND WHEREAS, the Company is desirous of establishing and operating 1100 MW Coal based thermal power station ("the Project"), along with an integrated coal mine in the State of Chhattisgarh with the proposed investment of approximately Rs. 5,200 (Rupees five thousand two hundred only) Crores.

AND WHEREAS, the Project will be set up in conformity with the various constitutional and statutory provisions and policies of the Govt. of India and Govt. of Chhattisgarh in this regard, as may be amended from time to time.

Govin

LSW

[Signature]

AND WHEREAS, the Government and Board agree to provide all necessary assistance and fullest cooperation to the Company for the successful implementation of the Project in the State of Chhattisgarh.

NOW THEREFORE, in consideration of the foregoing and all other related factors, the Government, the Board and the Company execute this MoU on the terms, assurances, obligations and commitments as set out herein below:

1. It is agreed by the Parties hereto, that the Company will set up the Project in the State of Chhattisgarh, subject to the feasibility studies and investment approval from its Board.
2. The Company shall identify a suitable site in Chhattisgarh State and carry out necessary surveys for availability of land for the Power Station, Township and ash bund, source of coal, feasibility for movement of coal, water availability, power evacuation etc. The Company shall submit Feasibility Report of the Project to the Government within 6 (six) months of signing of this MoU. The Company shall obtain all necessary clearances from the competent authorities.
3. On receipt of the Feasibility Report from the Company, the Energy Department Government of Chhattisgarh will assess various requirements and provide its acceptance to the Company. Upon such acceptance, the Company shall be permitted to proceed with the development of the Project including, but not limited to, land acquisition, water allocation, coal linkage, captive coal block allocation (subject to availability), and statutory and other clearances required under the applicable Central and State laws for implementation of the Project. The primary responsibility of development of the Project shall be of the Company. The Government through the Chhattisgarh State Investment Promotion Board ("SIPB") will facilitate the project development activities by extending cooperation to the Company.
4. The Government, through the SIPB will facilitate, expeditious grant of permissions, approvals, no objection certificates, recommendations, etc., under the purview of the State Government. The Company shall be responsible to obtain all statutory clearances / approvals related to Foreign Direct Investment (FDI), if any, as per law.

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5. The Government will make efforts to facilitate all incentives to the Company, that are available to industrial projects in the State as per the applicable Industrial Policy of the State Government or the incentives that are offered to similar projects or as may be announced in this regard from time to time.
6. The Company shall provide the Project implementation schedule within 60 (sixty) days of the signing of this MoU to the Energy Department, Government of Chhattisgarh. The status and progress of implementation of the Project shall be monitored on a continuous basis, at the level of the Energy Department, and the SIPB or any other empowered authority.
7. The Company shall be allowed to wheel power to their consumer(s) or a licensee, as per the provisions of Electricity Act, 2003 either through Board/PGCIL / other Grid Lines or its own dedicated lines as the conditions necessitate and as may be technically feasible. The Company shall enter into a separate wheeling agreement for the purpose with the competent licensee.
8. The Company shall pay to the competent licensees power wheeling charges, grid discipline charges, and such other applicable charges, as determined by the appropriate Electricity Regulatory Commission from time to time, for the actual power wheeled through the intra-state and inter-state transmission lines, as the case may be.
9. The Company shall pay all statutory taxes, duties/cess to Government of India and to the State Government, as the case may be applicable from time to time.
10. The Company will provide, on an annualized basis, to the Government or its nominated agency, 5 (five) percent of the net power (gross power generated minus the auxiliary consumption) generated by the Project at the Energy (variable) Charges, as determined by the Appropriate Electricity Regulatory Commission. Provided that if the Company allocated captive coal block also in the State of Chhattisgarh for supply of coal to the Project, then the Company will provide, on an annualized basis, to the Government or its nominated agency, 7.5 (seven point five) percent of the net power (gross power generated minus the auxiliary consumption) generated by the Project at the Energy (variable) charge as determined by the Appropriate Electricity Regulatory Commission.

- 11. The quantum of net power to be provided at variable cost, as defined in clause 10, will be computed on real time basis based on actual generation of the plant. The quality of such power shall be firm power and at no time the Company shall be supplying such power less than 90 (ninety) percent of the percentage defined in clause 10, as the case may be. However, such percentage shall not be more than 110 (One hundred and ten) during the off-peak period. The off-peak period shall be notified by the Board or the Chhattisgarh State Electricity Regulatory Commission (CSERC) from time to time. The detailed protocols and procedure for supply and evacuation of such power shall be set out in the appropriate Power Purchase Agreement (PPA) to be signed between the Company and the purchasing entity.
- 12. The Government, the Board or their assignees do not guarantee purchase of power from the Company. However, the Government or its nominated agency shall have the first right to purchase power up to 30 (thirty) percent of the aggregate capacity of the generating unit(s) for a period of 20 (twenty) years, through its nominated agency, at the rate to be approved by the Appropriate Electricity Regulatory Commission. The Company will make this offer only once and this right shall be exercisable by the Government within 60 days of the offer being made by the Company in this respect. This right is in addition to the percentage of power supplied to the Government or its nominated agency under Clause 10. The term of the said Power Purchase Agreement (PPA) on the expiry of 20 (twenty) years can be extended if the Government so desires on the terms and conditions to be mutually agreed by the Parties at that time. The sale of such power will be subject to terms and conditions in the PPA to be agreed mutually between the Company and the purchasing entity.
- 13. Suitable manpower, for the Project for which this MoU is being executed will be engaged / recruited / deployed by the Company from the State of Chhattisgarh as per the prevailing policy of the state Government and also as may be amended from time to time.
- 14. The Company shall prepare rehabilitation and resettlement plan for the Project as per the prevalent policy of the State Government and implement Rehabilitation and Resettlement of the Project Affected Persons accordingly. The Company shall bear all costs related to such Rehabilitation and Resettlement.

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15. The Company shall earmark separate funds for environmental up gradation and social upliftment of surrounding areas / villages / hamlets in order to maintain the ecological balance. The Company shall also facilitate development of the project related ancillary industries including industries related to utilization of fly-ash as per the guidelines of Ministry of Environment & Forest (MOE&F), Government of India.
16. The Company will abide by all Regulations and Acts notified by the Government of India as well as Government of Chhattisgarh, from time to time, to the extent they are applicable to the Project.
17. The Company shall adopt appropriate, State of the Art technology for setting up the Power Plant to have environment friendly, safe, and commercially viable power generation, to minimize resource inputs such as fuel, coal, water etc.
18. The cost of the dedicated transmission line, if required, for the power being supplied to the Government or its nominated agency as per Clause 10 and 12, as the case may be, shall be borne by the purchasing entity.
19. The Board shall provide to the Project, if required, adequate power for construction, erection, start-up and commissioning on payment basis at the rates, terms and conditions as prevailing on the date of such supply.
20. All expenses towards formulation and implementation of this MoU and other activities during execution of this MoU shall be borne by the respective Parties.
21. The Company understands that the offers and special considerations of the Government indicated in this MoU are for the Project. The Company shall be fully responsible for any damage or loss arising out of the Project to any property or persons.
22. The Company while implementing the Project undertakes to comply with all statutory requirements / clearances in respect of laws, regulations and procedures governing establishment and operation of the Project.
23. In the event of non-implementation of the Project, the corresponding support/commitment of the Government indicated in the MoU with regard to land, water, coal block etc., including all incentives and concessions of the Government shall be deemed to be withdrawn.

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- 24. Any claims, differences, or disputes arising out of or in connection with this MoU shall be settled by an amicable effort by the Parties.
- 25. This MoU will remain in force for a period of 1 (one) year from the date of its signing ("the Term"); Time is essence of this MoU. Therefore, depending upon the progress of the Project during the period of its validity, the State Government may extend the Term of this MoU for such further period, as may be mutually agreed upon. The Parties shall replace this MoU by signing an Implementation Agreement (IA) for the Project during the validity of this MoU.
- 26. This MoU is being entered into on the understanding that each Party shall carry its own risks and costs and therefore neither Party shall have any claims on the other Party for any reason whatsoever under this MoU.
- 27. In the event of any increase in the installed capacity as mentioned above or any expanded capacity to the existing unit(s) under the Project, a fresh MoU shall be signed for such increase in the capacity as per prevailing policies of the Government, at that time.
- 28. Subsequent to the signing of this MoU, if Government of India, through its laws, regulations, or policies, imposes any obligations on the Project to supply free or concessional power to the State where such project is located, then the Government assures that it will set off such requirement against its entitlement defined under Clause 10 And 12, as the case may be. However, conditions defined in clause number 10 and 12, as the case may be, shall prevail in case such law/regulation/policy is less beneficial to the State.
- 29. Any correspondence/ notice to be given hereunder by any Party to the other Party/ Parties shall be sent by Registered letter with acknowledgement due / Speed Post / Facsimile/ Courier at the address stated below:
 - a. The Principal Secretary, Government of Chhattisgarh, Energy Department, Mantralaya, Raipur- 492001, Chhattisgarh Fax: + 91(0) 771 2221 163
 - b. The Secretary, Chhattisgarh State Electricity Board, Dangania, Raipur- 492 013 Chhattisgarh ; Fax: + 91(0) 771 2242955
 - c. The Director, D.B. Power Limited, 6 Dwarka Sadan, Press Complex, M.P.Nagar, Zone-1, Bhopal (MP)- 462001 Fax: + 91(0) 755- 4270469

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30. This MoU supersedes the earlier MoU signed on 10th January, 2007 among the same parties for 600 MW capacity project.

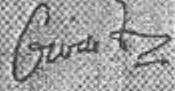
In witness whereof, the Parties have signed this Memorandum of Understanding through their authorized representatives on this 7th day of January, 2008.


Signed and Declared By

For & on behalf of
Government of
Chhattisgarh

For & on behalf of
Chhattisgarh State
Electricity Board


For & on behalf of
The D.B.Power
Limited

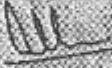

(Vivek Dhand)
Principal Secretary
Energy Department
Government of Chhattisgarh



(V.K. Shrivastava)
Secretary
Chhattisgarh State
Electricity Board

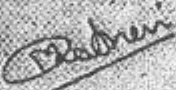

(Girish Agarwal)
Director
D.B.Power Limited


WITNESS :


1. 
(Anil Tuteja)
Sr Secy. Energy

1. 
P.L. Vidhani
(ECCG)
C.S.E.B.

1. 
K.K. Singh
Gen. Mgr.
D.B. Power Limited

2. 
(Mrs. Ratnam)
Addl Secy (Enrgy)
ENERGY DEPTT
GOCC, RAIPUR

2. 
B.K. Soman
Add. Secy
CSEB.

2. 
MOHD. ZAKIR
Asst. Manager Mktg
Distric. Office
Raipur

IMPLEMENTATION AGREEMENT

FOR

1100 ± 20% MW Thermal Power Project

AT

Janjgir-Champa District

BETWEEN

Government of Chhattisgarh,

Chhattisgarh State Power Holding Company Limited

&

M/s. D.B. Power Limited

on

6th August, 2009

RAIPUR

IMPLEMENTATION AGREEMENT

FOR

1100 ± 20% MW Thermal Power Project

This Implementation Agreement (the Agreement) made on this 6th day of the month of August, 2009.

BETWEEN

The Government of Chhattisgarh through its Principal Secretary, Energy Department and Chhattisgarh State Power Holding Company Limited (CSPHCL), a successor company of Chhattisgarh State Electricity Board ("Board") through its Managing Director, having offices at Raipur (hereinafter referred to as the "Government" and the "CSPHCL" which expression unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns), of the FIRST PART;

M/s. D.B. Power Limited, a Generating Company within the meaning of Section 2 (28), of the Electricity Act, 2003 having its registered office at 6, Dwarka Sadan, Press Complex, M.P. Nagar, Zone-I, Bhopal-462 011, (hereinafter referred to as the Company which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns), through Shri Girish Agarwal, Director, who has been duly authorized by the Company vide their resolution dated 25th August, 2008 to execute this Agreement, of the OTHER PART.

WHEREAS

- A. The Parties have entered into a MOU for implementation of the Project on 07.01.08. As per the Clause 25 of the MOU, Parties have agreed to replace the said MOU by an Implementation Agreement (IA).
- B. The Company has carried out the necessary detailed investigations and confirmatory surveys, prepared and submitted the Feasibility Report (FR) for implementation of the project after having satisfied itself about the techno-economic viability of the Project and convinced that it can obtain all statutory clearances and approvals from the concerned authorities. List of major milestones for the Implementation of the project is given in the Schedule enclosed as Annexure - I.
- C. The Company is now desirous of undertaking the implementation of the Project in accordance with the conditions set forth in this Agreement.

D.S. Misra
Principal Secretary
Government of Chhattisgarh
Energy Department

Now therefore, in consideration of the premises and mutual covenants and conditions set forth herein, the agreement witnesseth as follows:

ARTICLE I

DEFINITIONS & INTERPRETATIONS

1.1 DEFINITIONS

In this Agreement, the following words and expressions shall have the respective meanings set forth below, unless the context otherwise requires:

- 1.1.1 "Act" or "Electricity Act 2003" shall mean Electricity Act 2003 or any further amendments made subsequent to the same.
- 1.1.2 "Agreement" shall mean this agreement together with all its annexures, if any, and any amendments thereto made in accordance with the provisions contained herein.
- 1.1.3 "Agreement Period" shall have the meaning as specified in Article II.
- 1.1.4 "Applicable Clearances" shall mean all clearances, permits, authorizations, consents and approvals issued by any Governmental Instrumentality and that are required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, construction, operation and maintenance of the Project Site during the subsistence of this Agreement.
- 1.1.5 "Appropriate Commission" shall mean Central Electricity Regulatory Commission (CERC) or Chhattisgarh State Electricity Regulatory Commission as the case may be.
- 1.1.6 "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.
- 1.1.7 "Authority" shall mean the Central Electricity Authority constituted under Sub-section (i) of Section 70 of Electricity Act, 2003 or its successors.
- 1.1.8 "Board" shall mean Chhattisgarh State Electricity Board constituted under Section 5 of the Electricity Supply Act, 1948 including its successor entities.
- 1.1.9 "CSPHCL" shall mean Chhattisgarh State Power Holding Company Limited constituted under the Companies Act, 1956 including its successor entities.
- 1.1.10 "Commercial Operation" shall mean the state of Unit/ Plant when Unit/Plant is capable of delivering active power and reactive power on a regular basis after having successfully completed the commissioning tests as per prudent utility practices.

D.S. Misra
Principal Secretary
Government of Chhattisgarh
Energy Department

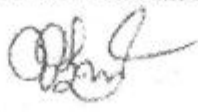
- 1.1.11 "Commercial Operation Date (COD)" shall mean the date on which the Commercial Operation of Unit/Plant as the case may be is achieved by the Company.
- 1.1.12 "Company" shall mean M/s. D.B. Power Limited, a generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003 and registered under Companies Act, 1956 having its Registered Office at 6, Dwarka Sadan, Press Complex, M.P. Nagar, Zone-I, Bhopal-462 011, India and shall, unless repugnant to the context or meaning thereof, also include their successors, administrators or permitted assigns.
- 1.1.13 "Company Event of Default" shall have the meaning ascribed to in Clause 7.1
- 1.1.14 "Contractor" shall mean any person, firm or body corporate engaged by the Company for the implementation/operation of the Project.
- 1.1.15 "CSERC" means Chhattisgarh State Electricity Regulatory Commission.
- 1.1.16 "Debt" shall mean the amount of any loan, non-convertible debenture or other financial facility, raised and received by the Company under the Financing Documents, and actually expended (or to be expended) for the Project and which shall not be greater than the principal amount of debt specified in the applicable currency in the estimate of the Project Cost as per Financing Documents.
- 1.1.17 "Dispute" shall have the meaning as specified in Article IX.
- 1.1.18 "Effective Date" shall mean the date of signing of this Agreement.
- 1.1.19 "Electricity Laws" means the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments and replacements thereof in whole or in part and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
- 1.1.20 "Electrical Output" means the net electrical output of the Power Stations at the Interconnection Point, as expressed in kWh ;
- 1.1.21 "Energy" shall have the meaning set forth in Article III.
- 1.1.22 "Equity" shall mean the aggregate of all subscribed and paid up share capital of the Company in different currencies as converted to Rupees, by application of the procedure approved by the applicable authority/Government of India, as invested in the Project and held by one or more shareholders in the Company, which shall be in accordance with Financing Documents.
- 1.1.23 "Feasibility Report" or "FR" shall mean the Feasibility Report submitted by the Company after carrying out necessary detailed investigations/confirmatory surveys, etc.

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Principal Secretary
Government of Chhattisgarh
Energy Department

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- 1.1.24 "Financial Closure" shall mean the date on which the Financing Documents providing for funding by the Lenders have become effective and the Company has immediate access to such funding under the Financing Documents.
- 1.1.25 "Financing Documents" means the documents executed by the Company in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project and includes amendments or modifications made from time to time.
- 1.1.26 "Financing Package" means the financing package of the Project indicating the Project Cost and the means of financing thereof as per the DPR.
- 1.1.27 "Force Majeure Event" shall have the meaning as ascribed thereto in Article VI.
- 1.1.28 "Government" or "GOCG" shall mean the Government of Chhattisgarh.
- 1.1.29 "GOI" shall mean the Government of India.
- 1.1.30 "Governmental Approvals" means all approvals, consents, permits, licenses or other actions, required to be taken or obtained from, the Government or any Governmental Instrumentality of India and/ or Chhattisgarh in connection with this Agreement or the Project.
- 1.1.31 "Government Event of Default" shall have the meaning set forth in Clause 7.2.
- 1.1.32 "Governmental Instrumentality" means GOI, GOCG, any local government, any other authority, instrumentality, agency, or political sub-division of the aforesaid or any statutory corporation or commission, or any local government.
- 1.1.33 "Implementation Agreement" shall mean this document including its schedules and annexures, if any.
- 1.1.34 "Laws" or "Applicable Laws" means, in relation to this Agreement or the Project or the Parties in connection with their participation in any Project related activity, all laws and Electricity Laws in force in India and would include any statute, acts, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental Instrumentality and also includes all applicable rules, regulations, orders, directions, notifications by a Governmental Instrumentality pursuant to or under any of them and shall include all rules, regulations, decisions directions and orders of the Appropriate Commission.
- 1.1.35 "Lenders" means the banks, other financial institutions, RBI registered non banking financial companies, mutual funds and agents or trustees of debenture / bond holders, including their successors and assignees, who have agreed as at Financial Close to provide the Seller with the debt financing described in the Capital Structure Schedule, and any successor banks or financial

D.S. Misra
 Principal Secretary
 Government of Chhattisgarh
 Energy Department




institutions to whom their interests under the Financing Agreements may be transferred or assigned:

Provided that, such assignment or transfer shall not relieve the Company of its obligations to the Government under this Agreement in any manner and shall also does not lead to an increase in the liability of the Government.

- 1.1.36 "MOEF" shall mean Ministry of Environment & Forests, GOI or its successor authority/agency.
- 1.1.37 "Net Power" means the electrical energy less auxiliary consumption in kWh, delivered by the Company at the Interconnection Point.
- 1.1.38 "Off-Peak Periods" shall be notified by the CSPHCL or the Chhattisgarh State Electricity Regulatory Commission (CSERC) from time to time
- 1.1.39 "Parties" shall refer to the Government, the CSPHCL and the Company collectively.
- 1.1.40 "Party" shall refer to the Government or the CSPHCL or the Company individually.
- 1.1.41 "Plant" or "Power Station" shall mean the 1100 ± 20% MW, coal based thermal power station located in the State of Chhattisgarh along with associated water pipelines, captive coal mines (if any), fuel transport systems, ash disposal system and transmission lines.
- 1.1.42 "PPA" or "Power Purchase Agreement" shall mean an agreement defining tariff, terms, and conditions for sale and purchase of power between the Company and a Purchasing Entity.
- 1.1.43 "Project" shall mean the M/s. D.B. Power Limited, Thermal Power Project having an installed capacity of 1100 ± 20% MW, along with associated water pipelines, captive coal mines (if any), fuel transport systems, ash disposal system, and transmission lines, proposed to be established at Janjgir-Champa District in the State of Chhattisgarh, India.
- 1.1.44 "Purchasing Entity" means the Government or agency/agencies nominated by the Government to purchase Energy.
- 1.1.45 "Scheduled Commercial Operation Date" shall mean the date by which the Company shall have achieved the Commercial Operation of the Plant or the Unit, as applicable.
- 1.1.46 "Site" or "Project Site" shall mean the land for construction, operation and maintenance of the Power Plant, the Mines, housing colony, water carrier system, ash-bund, coal transport systems, railway siding, fuel terminal and other ancillary facilities for the Project.
- 1.1.47 "SIPB" shall mean State Industrial Promotion Board.
- 1.1.48 "State" shall mean the State of Chhattisgarh.
- 1.1.49 "Station" shall mean the M/s. D.B. Power Limited Thermal Power Station.

D.S. Misra
Principal Secretary
Government of Chhattisgarh
Energy Department

1.1.50 "Unit" means one steam generator, turbine generator and associated auxiliaries for a Coal Based Power Plant.

1.1.51 "Variable Charge/ cost" shall have meaning as specified in the Power Purchase Agreement.

1.2 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

1.2.1 Any reference to an agreement, enactment, ordinance, rules or regulation shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.

1.2.2 The references to persons and works denoting natural persons shall include bodies corporate and partnerships, joint ventures and Statutory and other authorities and entities.

1.2.3 The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.

1.2.4 The term "day" shall mean a calendar day. Whenever an event is to be performed by a particular date or a period ends on a particular date, and the date in question falls on a weekend, or on a day, which is not a Business Day, the event shall be performed, or the period shall end, on the next succeeding Business Day.

1.2.5 The singular includes the plural and vice versa and the masculine shall include the feminine and neuter.

1.2.6 References to Recitals, Clauses and Schedules are, unless the context otherwise requires, references to Clauses of, and Schedules and Recitals to, this Agreement or such other agreement as the reference may specify;

1.2.7 "Includes" or "including" shall mean "including, without limitation".

1.2.8 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

1.2.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

D.S. Misra
Principal Secretary
Government of Chhattisgarh
Energy Department

1.2.10 Unless otherwise expressly provided in this Agreement, any documentation required to be provided or furnished by the Company to the Government and/or the Board shall be provided free of cost and in three copies and if Government or Board are required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

The words / expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement provided that their respective meaning, if any, assigned to such undefined word/ expression in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

ARTICLE II

TERM OF THE AGREEMENT

2.1 Effectiveness

The Agreement shall come into force with effect from the date of signing of this Agreement.

2.2 Agreement Period

This Agreement shall continue in full force and effect for the life of the Plant.

ARTICLE III

SUPPLY OF ENERGY

3.1 Supply of Energy

- i. The electrical energy proposed to be sold by the Company to the Purchasing Entity under this Clause 3.1 has been referred to as Energy.
- ii. The Company will provide, on an annualized basis, to the Purchasing Entity, 5 (Five) percent of the Net Power (gross power generated minus the auxiliary consumption) generated by the Project at the Energy (variable) Charges, as determined by the Appropriate Electricity Regulatory Commission. Provided that if the Company is allocated captive coal block also in the State of Chhattisgarh for supply of coal to the Project, then the Company will provide, on an annualized basis, to the Purchasing Entity, 7.5 (seven point five) percent of the Net Power (gross power generated minus the auxiliary consumption) generated by the Project, at the Energy (variable) Charges, as determined by the Appropriate Electricity Regulatory Commission.

Subsequent to the signing of this IA, if any Governmental Instrumentality, through its laws, regulations, or its policies, imposes any obligations on the Project to supply free or

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Principal Secretary
Government of Chhattisgarh
Energy Department

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concessional power and/or any specific duty, cess, charge, fee or levy (by whatever name) on power projects located in the State of Chhattisgarh or on the sale of power in the State of Chhattisgarh, then the Government agrees that it will set off such requirement against its entitlement defined under this Clause. However, conditions defined in this Clause shall prevail in case such law/regulation/policy is less beneficial to the State.

iii. The quantum of Net Power to be provided at Variable Cost, as defined in clause 3.1(i), as the case may be, will be computed on real time basis based on actual generation of the Plant. The quality of such power shall be firm power and at no time the Company shall be supplying such power less than 90 (ninety) percent of the percentage defined in Clause 3.1 (ii), as the case may be. However, such percentage shall not be more than 110 (One hundred & ten) percent during the Off-Peak Periods. The Off-Peak period shall be notified by the Board or the Chhattisgarh State Electricity Regulatory Commission (CSERC) from time to time. The detailed protocols and procedure for supply, metering, evacuation, and payment of such power shall be set out in the appropriate Power Purchase Agreement (PPA) to be signed between the Company and the Purchasing Entity.

iv. The Government, the Board or their assignees do not guarantee purchase of power from the Company. However, the Government shall have the first right to purchase power up to 30 (thirty) percent of the aggregate capacity of the generating unit(s) for a period of 20 (twenty) years, through its nominated agency, at the rate to be approved by the Appropriate Electricity Regulatory Commission.

The Company shall make an offer to the Government for purchase of 30% of the aggregate capacity of the Project and corresponding energy at least 6(six) months before the schedule date of PPA. If within 90 (ninety) days of making such offer, the Government agrees to purchase the offered capacity, then the Company shall sell such capacity to Purchasing Entity.

The Company will make its offer only once and this right shall be exercisable by the Government within 90 days of the offer being made by the Company in this respect. If the Government has declined to purchase such capacity or has not responded to such offer within 90 days of the offer, the Company shall have the absolute right to sell such offered capacity as it considers appropriate.

This right is in addition to the percentage of power supplied to the Purchasing Entity under Clause 3.1(iii). Appropriate PPA shall be entered into between the Company and the Purchasing Entity to set out the detailed provisions and procedure for supply and evacuation of such electricity, payment of tariff, acceptable payment security mechanism,

D.S. Misra
Principal Secretary
Government of Chhattisgarh
Energy Department

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etc. The term of such power purchase agreement shall be for 20 (twenty) years from the commencement of supply of electricity.

The term of the said PPA on the expiry of 20 (twenty) years can be extended only if the Government so desires on the tariff, terms, and conditions to be mutually agreed by the Parties at that time.

- v. The Company will sell Energy to the Purchasing Entity at the outgoing gantry of the Power Station. The responsibility to take this power from that point onwards will be that of the Purchasing Entity and it shall bear the cost of transmission of this energy from the outgoing bus bar onwards. In case, the dedicated transmission lines of the Company are used for this purpose, the Purchasing Entity shall bear pro-rata share of the cost of such dedicated transmission lines. In case, the Purchasing Entity prefers to pay wheeling charges instead of the cost of the dedicated transmission lines, the wheeling charges shall be as determined by the CSERC for usage of intra-state transmission network of the Chhattisgarh State Power Transmission Company Limited or Chhattisgarh State Distribution Company Limited.

ARTICLE IV

OBLIGATIONS

4.1 Obligations of the Company

4.1.1 Financial Closure

The Company shall achieve the Financial Closure within 30 months from the Effective Date, including receipt of all Applicable Clearances and approvals for setting up the Project. It shall use all reasonable endeavors at its own cost to carry out the work necessary for obtaining Applicable Clearances/approvals and for achieving Financial Closure. Upon occurrence of the Financial Closure, it shall notify, within 7 days, to the Government of the same. Failure to achieve Financial Closure within the specified period may lead to termination of the Agreement and withdrawal of all facilities provided to or availed by the Company. This shall also include recovery of all benefits gained by the Company by utilizing any or all those facilities.

4.1.2 Submission of progress report, Project related Agreements

The Company shall furnish to the Energy Department (Govt. of Chhattisgarh) with a copy to the CSPHCL and the SIPB, quarterly progress reports on the development of the Project and shall give all such other relevant information as may be reasonably required by the Government, the CSPHCL, and SIPB for the purpose of this Agreement.

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4.1.3 Wheeling

The Company shall procure all necessary approvals and clearances from the appropriate Commission/ Licensee to wheel power to their consumer(s) or a licensee, as per the provisions of Electricity Act, 2003.

The Company shall be allowed to wheel power to their consumer(s) or a licensee, as per the provisions of the Electricity Act, 2003 either through the Chhattisgarh State Power Transmission or Chhattisgarh State Power Distribution Company Ltd./ PGCIL/ other Grid Lines or its own dedicated lines as the conditions necessitate and as may be technically feasible. The Company shall enter into a separate wheeling agreement for the purpose with the competent licensee.

The Government will directly and through the CSPHCL provide necessary support for creation of evacuation facilities, transmission lines, substations and other associated infrastructure facilities for evacuation of power from the Project. The Company shall bear the costs associated with creation of such facilities.

The Government will provide all necessary clearances and support as may be required to construct and operate the dedicated transmission lines, if any, of the Company. The Company shall bear the costs associated with creation of such dedicated transmission lines.

4.1.4 Statutory taxes, duties/cess

The Company shall pay all statutory taxes, duties, cess to Government of India and to the State Government, as may be as applicable from time to time.

4.1.5 Amendments to Certain Project documents

The Company shall enter into the PPA with the Purchasing Entity and the Company shall not without prior written consent of the Government amend the Agreement in any manner which will affect the rights of the Government hereunder.

4.1.6 Performance of obligation in PPA

The Company shall perform its obligations arising under or in connection with the PPA in accordance with the terms thereof.

4.1.7 To provide all information required under Approvals

The Company shall provide all information and supporting documentation lawfully required by any competent authority in any application for the grant of or under any Governmental Approval in respect of building, owning, operating and maintaining the Project.

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4.1.8

Suitable manpower

Suitable manpower for the Project for which this Implementation Agreement (IA) is being executed will be engaged/recruited/deployed by the Company from the State of Chhattisgarh as per the Industrial Policy or any other prevailing policy of the Government as amended from time to time.

4.1.9

Rehabilitation & Resettlement Plan

The Company shall prepare rehabilitation & resettlement plan for the Project as per the prevalent policy of the State Government and implement Rehabilitation & Resettlement of Project Affected Persons accordingly. The Company shall bear all costs related to such Rehabilitation & Resettlement.

4.1.10

Environmental upgradation and Social upliftment

The Company shall earmark separate funds for environmental up-gradation and social upliftment of surrounding area/ villages /hamlets of the Project Site in order to maintain the ecological balance as per the Applicable Laws. The Company shall also facilitate development of the Project related ancillary industries including industries related to utilization of fly-ash as per the guidelines of Ministry of Environment & Forest (MOEF), Government of India.

4.1.11

Regulations and Acts

The Company will abide by all Regulations and Acts notified by the Government of India as well as Government of Chhattisgarh, from time to time, to the extent they are applicable to the Project.

4.1.12

Construction of the Project

The Company shall adopt appropriate state of the art technology for setting-up the Power Plant to have environment friendly, safe and commercially viable power generation, to minimize resource inputs such as fuel, coal, water etc.

4.1.13

Commercial Operation Date (COD)

The Company shall achieve COD of the first Unit within 65 or 70 months (applicable as per unit size) from the Effective Date

4.1.14

Safety Measures

The Company shall ensure proper safety measures during implementation of the Project including any geological study, construction and testing at the Site as per the Applicable Laws and in an environmentally friendly, safe manner.

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4.1.16 Promoters' Equity in the Company

If required, the Company shall be permitted to incorporate a public/private limited company for the implementation of the Project with its Registered Office or Corporate Office within Chhattisgarh. All rights and obligations under this Agreement shall thereafter be transferred to the new company.

Unless otherwise permitted by the Government, the aggregate Equity contribution of the Company/ Promoters of the allotted Company/ Consortium with which the MOU was signed shall not be less than 51% (fifty one percent) during the construction period of the Project and Until 2 (Two) years following the commencement of Commercial Operations.

4.1.16 Expanded Capacity

In the event of any increase in the installed capacity or any expanded capacity to the existing Unit(s) under the Project, a fresh MOU and IA shall be signed for such increase in the capacity as per prevailing policies of the Government, at that time.

4.1.17 Offers and Special Considerations

The Company understands that the offers and special considerations of the Government indicated in this Agreement are for the Project. The Company shall be fully responsible for any damage or loss arising out of the Project to any Property or persons. In the event of non-implementation of the Project, the corresponding support/commitment of the Government indicated in the IA with regard to land, water, coal block, etc including all incentives and concessions of the Government shall be deemed to be withdrawn.

4.1.18 Compliance with statutory requirements and clearances

The Company while implementing the Project undertakes to comply with all statutory requirements and clearances in respect of laws, regulations and procedures governing establishment and operation of the Project.

4.2 Obligations of the Government

4.2.1 Assistance in Obtaining Applicable Clearances/Approvals, etc.

- i. On receipt of the Feasibility Report from the Company, the Energy Department Government of Chhattisgarh, will assess various requirements and convey its decision to the Company. As per such decision, the Company shall be permitted to proceed with the development of the Project including, but not limited to, land acquisition, water allocation, coal linkage, captive coal block allocation (subject to availability), and statutory and other Applicable Clearances required under the applicable Central and State laws for implementation of the Project. The primary responsibility of development of the Project shall be of the Company. The

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Government through the State Investment Promotion Board ("SIPB") will facilitate the Project development activities by extending cooperation to the Company

- i. The Government will, directly or through the SIPB, facilitate expeditious grant of permissions, approvals, no objection certificates, recommendations, etc, under the purview of the State Government, that are required for implementation of the Project.

4.2.2

Incentives to the Project as per applicable Industrial Policy

The Government will make efforts to facilitate all incentives to the Company that are available to similar or industrial projects in the State as per the applicable Industrial Policy and any other State policy or declaration or announcement of the State Government or the incentives that are offered to similar projects or as may be announced in this regard from time to time.

4.2.3

Acquisition and transfer of land

- i. The Company shall at its own cost and expense, identify the land required for the Project.
- ii. The Government will assist in acquisition of private lands as may be required by the Company for construction, operation and maintenance of the Project (acquired Land). The Company shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State. In case the land is owned by the Government, it will be leased out to the Company as per the Applicable Laws and policies. However, all the preliminary work to effect such lease shall be done by the Company at its own cost.

4.2.4

Survival of Obligations

The obligations of the Government and the CSPHCL under this Agreement shall survive notwithstanding:

- (a) any reorganization or restructuring of the power generation, electricity transmission and distribution sectors in Chhattisgarh or; (ii) the restructuring, reorganization, recapitalisation, sale, divestiture, merger, consolidation, amalgamation, privatisation, change of ownership or other similar transaction involving the CSPHCL, (or any respective successor), and in either case, the Government shall cause the relevant entity succeeding the CSPHCL to adopt and become fully liable to perform the obligations of the CSPHCL under the PPA and this Agreement.

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ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1

Representations and Warranties of the Company

The Company represents and warrants that as of the date hereof:

- (a) The Company is a company duly registered and validly existing under the laws of India and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof.
- (b) It has the financial standing and capacity to undertake the Project.
- (c) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement.
- (e) There are no actions, suits or proceedings pending or, to the Company's knowledge, threatened against or affecting the Company before any Court or administrative body or arbitral tribunal that might materially or adversely affect the ability of the Company to meet and carry out its obligations under this Agreement.
- (f) The Company has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, Employees State Insurance dues and outstanding sales tax, corporation tax and all other taxes and revenues due and outstanding and that no attachments or warrants have been served on the Company in respect of sales tax, Income tax, Government/ GOI Revenue and other taxes;
- (g) The execution and delivery by the Company of this Agreement has been duly authorized by all requisite corporate or partnership action, and will not contravene any provision of or constitute a default under any other agreement or instrument to which it is a party or by which it is or its property may be bound; and

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- (h) No representation or warranty by the Company contained herein or in any other document furnished by it to, or to any Governmental Agency in relation to clearances and approvals contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty no misleading.

5.2 Representations and Warranties of the Government

The Government hereby represents and warrants that:

- (a) It has full power, authority and legal right to grant the rights and incur the obligations provided in this Agreement and to perform and observe the terms and provisions hereof;
- (b) The execution, delivery and performance by the Government of this Agreement has been duly authorized by all necessary action, and does not (i) require any further consent or approval (ii) result in a breach of Applicable Laws, or any document, indenture, contract or agreement, to which it is a party or by which it or its property may be bound affecting the Project;
- (c) This Agreement is a valid, binding and enforceable obligation of the Government;

ARTICLE VI
FORCE MAJEURE EVENT

6.1 Force Majeure Event shall mean any event or circumstances or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event;

- i) is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- ii) the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums and money; and
- iii) has a materially adverse effect on the Project.

Such events may include acts of Government / GOI either in its sovereign or its contractual capacity expropriation, changes in Applicable Laws, war, civil war, riots, revolutions, sabotage, insurrection, rebellion, hostilities between nations, fires, acts of God, typhoons, storms, tidal waves, floods, epidemics, quarantine restrictions, freight

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embargoes, radioactivity, chemical contamination, geological and related conditions, earthquakes, any event or circumstance or a combination of the same of a nature analogous to any of the foregoing

6.2 Upon the occurrence of any Force Majeure Event,

- (a) There shall be no Termination except as provided in Article VIII;
- (b) The date for achieving the specific obligations shall be extended by the period for which such Force Majeure shall subsist and the Agreement Period shall be extended accordingly; and
- (c) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of any Force Majeure Event.

6.3 Obligations

The Parties shall discharge the following obligations in relation to the occurrence of a Force Majeure Event;

- (a) The Affected Party shall not claim any relief for or in respect of Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under the Agreement.
- (b) Any notice pursuant to the above Clause 6.3(a) shall include full particulars of:
 - (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the affected Party's performance of its obligations under this Agreement;
 - (iii) the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and
 - (iv) any other information relevant to the Affected Party's claim.
- (c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than fortnightly) written reports containing information as required by Clause 6.3 (b) and such other information as the other Party may reasonably request the Affected Party to provide.

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- (d) The parties shall co-operate and negotiate in good faith and will develop implementation plan of remedial and reasonable alternative measures to remove / remedy Force Majeure Event to enable the Performance of the Affected Party.
- (e) In case of any Party not willing to implement the plan of remedial and reasonable alternative measures to remove/remedy the Force Majeure event, it shall be construed as a default of such Party and then relevant provisions of Article IX shall apply.
- (f) Upon the occurrence and during the subsistence of any Force Majeure Event, none of the Parties shall be relieved of their liabilities/obligations including liability for payments as per the Agreement. However, the extension of time for such payment shall be allowed as per the relevant provisions of this Agreement.
- (g) If the Affected Party is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:
 - (i) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
 - (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
 - (iii) when the Affected Party is able to resume performance of its obligations under the Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations.

ARTICLE VII

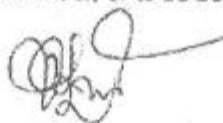
EVENTS OF DEFAULT

7.1 Company Event of Default

The occurrence of and continuation of any of the following events shall constitute "Company Event of Default" unless such an event occurs as a result of a Government Event of Default or due to a Force Majeure Event ;

- (i) The Company repudiates this Agreement or otherwise evidences an intention not to perform its obligations under, or to be bound by this Agreement ;

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- (ii) The Company fails to make payments in respect of its obligations under the Agreement for more than 90 days ;
- (iii) The Company assigns all or part of its rights or transfer its obligations under this Agreement in violation of any of the provisions of this Agreement ;
- (iv) The Company abandons the implementation of the Project including withdrawing all, or a substantial number of personnel from Site, for reasons other than Force Majeure for a continuous period of more than ninety days, provided that the Company shall not be deemed to have abandoned the Project so long as in the reasonable opinion of the Government, it is using its best efforts to regain control or to restart construction or operation of the Project as the case may be ;
- (v) The transfer (a) pursuant to law of either the Company's rights and /or its obligations under this Agreement or all or a substantial portion of the Company's assets or undertakings; or (b) the dissolution of the Company pursuant to law including, by way of merger or consolidation, liquidation and reconstitution or reorganization unless (i) the transferee or successor of the Company expressly assumes the obligations of the Company under this Agreement and (ii) the transferee or successor in interest of the Company has a credit worthiness, in the reasonable opinion of the Government, at least equal to that of the Company and is otherwise fully capable of performing obligations of the Company under this Agreements ; or
- (vi) the material breach by the Company of any terms of this Agreement other than with respect to sub-clauses (i) and (ii) of Clause 7.1(v) above.

7.2 The Government Event of Default

The occurrence of and continuation of any of the following events shall constitute 'Government Event of Default' unless such an event occurs as a result of a Company Event of Default or due to a Force Majeure Event:

- (i) The Government commits material breach of this Agreement; or
- (ii) The Government directly repudiates this Agreement;

7.3 Cure Period

- (i) Upon the occurrence of a Default by a Party (Defaulting Party) pursuant to Clause 7.1 or 7.2 above, the other Party (Non-Defaulting Party) has the right to issue a notice of default specifying in reasonable details the Event of Default giving rise to the Notice of Default.

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- (ii) On receipt of the Notice of Default, the Defaulting Party shall take immediate steps to cure such a default within a period of 90 (ninety) days from the receipts of the notice of default with due notice to the Non-Defaulting Party of steps taken by it to cure the above default.
- (iii) In the event the reasons leading to the Default have been cured to the reasonable satisfaction of the Non-Defaulting Party, the notice of default shall cease to have any effect.
- (iv) In the event the Defaulting Party is unable to cure the Default to the reasonable satisfaction of the Non-Defaulting Party within the period specified in sub-clause (ii) above, the provisions of Clause 7.4 shall apply.

7.4 Remedies for Default

Following the expiration of the cure period set forth herein, the Party giving notice may exercise its rights pursuant to this Agreement by delivery of a written notice terminating this Agreement (a "Termination Notice").

ARTICLE VIII
TERMINATION

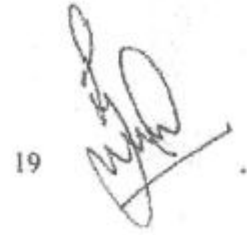
8.1 Termination

8.1.1 Notice of Termination:

This Agreement may be terminated on serving a 60 (sixty) days notice (Notice of Termination) by:

- i The Government, in case of Company Event of Default pursuant to Clause 7.1;
- ii The Company, in case of Government Event of Default pursuant to Clause 7.2;
- iii Either Party if it is affected by an Event of Force Majeure and is unable to perform any obligations required to be performed under this Agreement due to Force Majeure for a Continuous period of 18 months; and
- iv The Company, in the event of enactment of any law or regulation or any subsequent act of any Governmental Instrumentality, which makes the performance of this Agreement impossible for it

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8.1.2 On the expiry of the Notice of Termination, the Party, which served the Notice of Termination, shall be entitled to terminate this Agreement under intimation to the other Party, unless the event leading to the Notice of Termination has been rectified or complied with to the satisfaction of the Party, which issued the Notice of Termination.

8.2 Upon termination of this Agreement, the non-defaulting Party shall be excused and relieved of all obligations and liabilities under this Agreement, except for any obligations that have accrued before the effective date of such termination.

Upon termination of this Agreement, the non-defaulting Party, subject to the terms of this Agreement, may exercise any rights or remedies it has under Applicable Law.

8.3 The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either Party under this Agreement, nor shall it affect any continuing obligations, which this Agreement provides, whether expressly or by necessary implication.

Pursuant to a Company Event of Default, if this Agreement is terminated prior to the start of the construction of the Project, the corresponding support/commitment of the Government extended under this Agreement with regard to land, water, coal block, etc including all incentives and concessions of the Government shall be deemed to be withdrawn. All such rights of the Company shall revert back to the Government on Termination of this Agreement and will cause withdrawal of all facilities provided to or availed by the Company. This shall also include recovery of all benefits gained by the Company by utilizing any or all those facilities.

ARTICLE IX

RESOLUTION OF DISPUTES

9.1 Good Faith Negotiations

In the event of a dispute, disagreement or differences, arising out of or relating to the Agreement between the Parties the Dispute in respect of which a procedure for resolution of the Dispute is not otherwise provided for in the Agreement, the following provisions shall apply.

- (a) Either Party shall give to the other a written notice setting out the material particulars of the Disputes and requiring an authorized Senior Executive Officer each from the Government and the Company, to meet personally at Raipur, Chhattisgarh, India or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant Party to attempt, in good faith, negotiation and using their best endeavors at all time to resolve the Disputes; and

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(b) If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by authorised representatives of both the Parties within 30(thirty) working days after the date of receipt of the notice described in Clause 9.1 (a), the Provisions of Clause 9.2 shall apply, unless the above period is mutually extended.

(c) If the authorised representative of both the Parties meet at Raipur or at any other mutually agreed place within 30 (thirty) working days after the expiry of the period as mentioned in Clause 9.1 (b), to attempt, in good faith negotiations and using their best endeavors at all times to resolve the Dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by both the authorised representatives, the Provisions of the Clause 9.2 shall apply, unless the said period is mutually extended.

9.2 Arbitration

(a) Except as otherwise provided in this Agreement, all Disputes arising out of or relating to this Agreement shall be referred to Arbitration if Dispute is not resolved during the settlement period as per Clause 9.1 above.

(b) Arbitration Rules: The Arbitration shall be conducted in accordance with the provisions of "The Arbitration and Conciliation Act, 1996" or amendments thereof.

(c) Number of Arbitrators: For each arbitration the Arbitral Tribunal shall consist of 3 (three) arbitrators. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as a presiding arbitrator. If the Parties fail to appoint an arbitrator within 90 (ninety) days from the receipt of request to do so from the other Party or if the two arbitrators cannot agree on the third arbitrator within 60 (sixty) days of their appointment, the appointment shall be made, upon request of a Party, by the appropriate appointing authority of Chhattisgarh High Court as per the provisions of the Arbitration Act. No arbitrator shall be present or former employee or Agent of, or consultant or counsel to, either Party or any affiliate of either Party, or in anyway related to or closely connected with promoters, partners, or beneficiaries of the Parties.

(d) The Arbitration Tribunal so constituted may use settlement, mediation, conciliation or other procedure at any time to encourage settlement of

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Dispute. The Parties agree that Arbitration Tribunal may appoint an expert to determine any specific issues.

- (e) **Place of Arbitration and Governing Law:** The Arbitration shall be conducted at Raipur, Chhattisgarh, India. The laws of India shall govern the validity, interpretation, provisions contained in this Agreement.
- (f) **Language of Arbitration:** The language to be used in the Arbitration shall be the English Language.
- (g) **Judgment upon the award rendered in such Arbitration and / or for any interim relief or direction or otherwise, during the pendency of Arbitration proceedings and upto the date of making of the award in such Arbitration may be entered in any Court of competent jurisdiction, at Raipur, having jurisdiction in respect of any application made for the filing of the Arbitration Agreement.**

ARTICLE X

ADDRESSES AND ADDRESSEES

10.1 Except as otherwise expressly provided in the Agreement, all notices and other communications which are required or permitted hereunder shall be in writing and considered as adequately served if delivered personally (under acknowledgment) or sent by registered or certified mail, telefax, telex or telegram addressed as follows:

(a) If the Company	(b) If the Government	(c) If the CSPHCL
The Director M/s. D.B. Power Limited, 6, Dwarka Sadan, Press Complex, M.P. Nagar, Zone-I, Bhopal- 462 011 Fax No. 0755- 4270469	The Principal Secretary, Govt. of Chhattisgarh, Energy Department, D.K.S. Bhawan, Mantralaya, G.E. Road, RAIPUR Fax No. 0771-222 441	The Managing Director, Chhattisgarh State Power Holding Company Limited, Daganliya, RAIPUR. 0771- 4066931

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- 10.2 Any Party may by notice of at least 15 (fifteen) days to the other Party, Change the addresses and/or addressees to which such notices and communications are to be delivered or mailed.
- 10.3 The Party sending the notice shall also send a copy to the designated officer, if any, of the Party specified in respect of that notice in the Agreement.

ARTICLE XI
MISCELLANEOUS

11.1 Governing Law

The rights and obligations of the Parties under or pursuant to the Agreement shall be governed by and construed in accordance with the Laws of India.

11.2 Headings

The Headings contained in the Agreement are used solely for convenience and shall not be construed to assign any meaning to the Agreement nor shall such headings be used in any manner to aid in the construing of the Agreement.

11.3 Language

The language of this Agreement shall be English. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings, which are in any way relevant to the Agreement, shall be in writing and in English language.

11.4 Amendments

This Agreement cannot be amended, supplemented, waived or modified except by written consent of the Parties.

11.5 Relationship of the Parties

This Agreement shall not be interpreted or construed or create an association, Joint venture or partnership between the Parties or to impose partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

11.6 Third Parties

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement. This Agreement shall not confer any right of suit or action whatsoever on any third party.

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Energy Department




11.7 No Waiver

- (a) No waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under the Agreement:
 - (i) shall operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement whether of a like or different character;
 - (ii) shall be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - (iii) shall affect the validity or enforceability of the Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.
- (c) No failure on the part of either Party to exercise, and no delay on the part of either Party in exercising, any right or remedy hereunder shall operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights or remedies of the Parties hereunder are cumulative and not exclusive of any rights or remedies provided by law.

11.8 Exclusion of Implied Warranties

The Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11.9 Counterparts

The Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed one and the same instrument.

11.10 Assignment

This Agreement shall ensure to the benefit of, and be binding upon, the lawful successors and permitted assigns of the Parties.

Except as provided herein, this Agreement shall not be assigned by either Party except by mutual consent of the Parties in writing. Provided that no consent of the Government will be required in case of merger, consolidation, reconstitution, reorganization or any such arrangement by the Company, subject to the Company complying with the provisions of Clause

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Government of Chhattisgarh
Energy Department

4.1.15. Notwithstanding the foregoing for the purpose of financing the Project, the Company may assign or create security over its rights and interests under or pursuant to the Agreement. The holder of any security created under this Clause shall not be prevented or impeded by the Government from enforcing such security in accordance with its terms, including, without limitation, exercising any right it may have to reassign the Agreement to a new qualified owner or operator of the Project. The Government shall execute all such consents to assignment and/or acknowledgement of any security created in connection with this Clause as are reasonably requested by the Company to give effect to the foregoing.

11.11 Entire Agreement

This Agreement is intended by the Parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement between the Parties are abrogated and withdrawn.

11.12 Indemnity

The Company shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Project to any Property or persons and also undertakes to indemnify the Government on such account.

11.13 Severability

If for any reason whatever any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provision shall not be subject to dispute resolution under the Agreement or otherwise.

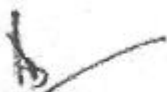
11.14 Expenses

All expenses towards formulation and implementation of this Agreement and other activities during the execution of this Agreement shall be borne by the respective Parties.

D.S. Misra
Principal Secretary
Government of Chandigarh
Energy Department

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of
The Government of
Chhattisgarh


(D.S. Misra)
Principal Secretary
Energy Department
Govt. of Chhattisgarh

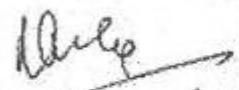
For and on behalf of
Chhattisgarh State Power
Holding Company Limited

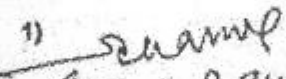

(V.K. Verma)
Managing Director
Chhattisgarh State Power
Holding Company Limited


For and on behalf of
D.B. Power Limited

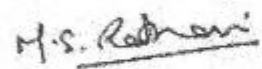

(Girish Agarwal)
Director
D.B. Power Limited

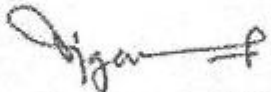
Witness :


1) 
(J.P. Singh)
OSD (E)
D.K.S. Mahabala
Raipur

1) 
(AR. S. P. SHARMA)
ED (Fin)
CSPHCL, Raipur

1) 
IRFAN QURESHI
DGM (PR)
Dainik Bhaskar
Raipur

2) 
(M.S. Rathore)
Addl S.E. (I)
Energy Deptt.
C.O.C. Mahabala
Raipur C.G.

2) 
AJAYA AGARWAL
ASMLP, CSPHCL
Raipur

2) 
MOHD. ZAKIR
Asstt. Manager
Dainik Bhaskar
Raipur

Annexure -1

List of major milestones for the implementation of 1100 ± 20% MW Coal based thermal power project in the Chhattisgarh by M/s. D.B. Power Limited, 6, Dwarka Sadan, Press Complex, M.P. Nagar Zone-I, Bhopal

Date of signing of Implementation Agreement or Effective Date 06.08.2009.

S. No.	Activities	Target period with reference to Effective Date
1	Deposit of requisite amount with WRD for a) Allocation /supply of water b) Construction of water storage structure	1 month 12 months
2	Issue of TOR by MoE&F for Environmental Clearance	3 months
3	MoE&F Clearance	18 months
4	Civil Aviation Clearance for Chimney height	18 months
5	Pollution Control Board clearances a) Consent to establish b) Consent to operate	18 months 50 months
6	Acquisition of land	20 months
7	Power Purchase Agreement with Nominated Agency of Govt. of Chhattisgarh	20 months
8	Financial Closure	30 months
9	Project Construction Commencement	32 months
10	Signing of Fuel Supply Agreement	50 months
11	Power evacuation system and/or Open access clearance	3 months prior to commissioning of 1 st Unit
12	Commercial operation date of 1 st Unit a) For Unit size below 500 MW b) For Unit size of 500 MW and above	65 months 70 months

D.S. Mishra
Principal Secretary
Government of Chhattisgarh
Energy Department

POWER PURCHASE AGREEMENT

BETWEEN

M/s DB POWER LTD.

AND

**CHHATTISGARH STATE POWER TRADING COMPANY
LIMITED (CSPTRADECO)**

2 X 600 MW UNITS 1 & 2

05th January, 2011

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Managing Director,
CSP TRAD CL, Raipur

LIST OF ABBREVIATIONS

COD	Commercial Operation Date
CERC	Central Electricity Regulatory Commission
CSEB	Chhattisgarh State Electricity Board
CSERC / Commission	Chhattisgarh State Electricity Regulatory Commission
CSPDCL	Chhattisgarh State Power Distribution Company Limited
CSPGCL	Chhattisgarh State Power Generation Company Limited
CSPHCL	Chhattisgarh State Power Holding Company Limited
CSPTCL	Chhattisgarh State Power Transmission Company Limited
CSPTradeco	Chhattisgarh State Power Trading Company Limited
EC	Energy Charges
GoCG	Government of Chhattisgarh
IEGC	Indian Electricity Grid Code
IPP	Independent Power Producer
MW	Mega Watt
PPA	Power Purchase Agreement
REA	Regional Energy Accounts
RLDC	Regional Load Despatch Centre
SLDC	State Load Despatch Centre
STU	State Transmission Utility
UI	Unscheduled Interchange
WRLDC	Western Regional Load Dispatch Centre
WRPC	Western Regional Power Committee



Managing Director,
CSP TRAD CL, Raipur



छत्तीसगढ़ CHHATTISGARH

B 748038

This Power Purchase Agreement (hereinafter referred to as the "PPA" or "Agreement" or "the Agreement" or "this Agreement") is made on this Fifth day of January, Two Thousand and Eleven.

BETWEEN

The Chhattisgarh State Power Trading Company Limited (CSPTadeco), a Company incorporated under the Companies Act, 1956 and having its registered office at Vidyut Sewa Bhawan, Daganiya, Raipur - 492 013, Chhattisgarh (hereinafter referred to as 'CSPTadeco' or 'Procurer', which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) as the Party of One Part:

AND

M/s DB Power Ltd., a Company incorporated under the Companies Act, 1956, and having its registered office at 6, Dwarka Sadan, Press Complex, MP Nagar Zone-1, Bhopal-462.011 (hereinafter referred to as 'Company' or 'Project Developer', which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as the Party of the Other Part.

(The Company and CSPTadeco are individually referred to as "Party" and collectively as "Parties")

PPA between CSPTadeco & M/s DB Power Ltd.

Page 4

[Handwritten Signature]
 Managing Director
 CSPTCL, Raipur (CG)

AND WHEREAS:

- a) The Company has entered into Memorandum of Understanding (MOU) on 07.01.2008 with State Government of Chhattisgarh (GOCG) and erstwhile CSEB;
- b) Pursuant to the provisions of the MOU, an Implementation Agreement (IA) has been entered with State Government of Chhattisgarh, CSPHCL (a successor company of CSEB) & M/s DB Power Limited on 06.08.2009;
- c) The Company is setting up a coal based thermal Power Station of the Installed Capacity of 1200 MW (consisting of 600 MW x 2 Nos. of Units) at Village - Baradarha in Janjgir-Champa District in Chhattisgarh. In accordance with the terms and conditions of the aforesaid IA, the Company has agreed to sell Five percent (5 %) on annualized basis of the Net Power (gross power generated minus the auxiliary consumption) generated by the project at Energy Charges as determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required to the State Government of Chhattisgarh.

Provided that if the Company is allocated captive coal block also in the State of Chhattisgarh an additional 2.5% of the net power generated by the project shall also be supplied by the company at energy charges, as determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required to the State Government of Chhattisgarh. Further provided that the additional 2.50% of the net power however shall be in proportion to the component of power generated utilizing coal from the captive coal block. Quantum of coal block allotted vis-a-vis coal requirement shall be the basis for determining the additional power to be supplied by the Company at energy charges as aforementioned. Suitable declaration in this regard (duly notarised) alongwith certified copy of the coal block allotment letter shall be submitted by the Company to CSPTadeco within 24 months of signing of this agreement or 12 months prior to COD, whichever is earlier.

- d) Further, the Company is under an obligation to offer thirty percent (30 %) of the aggregate Capacity of the Power Station (as per IA) and the corresponding electrical energy at the bus-bar of Generating Station at the rate to be determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required, and the State Government has agreed to purchase this power on round the clock basis through CSPTadeco, its authorised trading representative;
- e) Under the provisions of The Chhattisgarh State Electricity Board Transfer Scheme 2010 (hereinafter referred to as the 'Scheme'), the Government has decided to retain the ownership of the power contracted prior to 01 January, 2009 either directly or through the erstwhile Chhattisgarh State Electricity Board from the various Developers i.e. Independent Power Producers (IPPs) and also of the power to be contracted after 01 January 2009 with the IPPs;

PPA between CSPTadeco & M/s DB Power Ltd.

Page 5
 Lat:
 Managing Director,
 CSPTadeco, Raipur

f) The Scheme has further authorised Chhattisgarh State Power Trading Company (CSPTadeco), as an authorised representative of the GoCG, to execute power purchase agreements with the Developers- State IPPs and to sell the power so contracted on behalf of the GOCG; Whereas as per the MOU and the Implementation Agreement, both the Parties have agreed to sign this Power Purchase Agreement to set out the detailed provisions and procedures for supply and evacuation of power, payment of tariff and the payment security mechanism between the Parties;

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties that:



Law

1. ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the meaning respectively as assigned to them by the Electricity Act 2003, and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which, it shall bear its ordinary English meaning.

The words / expressions when used in this Agreement shall have the respective meanings as specified below:

“Act” or “Electricity Act” or “Electricity Act 2003” shall mean the Electricity Act 2003 (36 of 2003) and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time;

“Affected Party” shall have the meaning as ascribed thereto in Article 10.1.1 of this Agreement;

“Agreement” or “PPA” or “Power Purchase Agreement” shall mean this Power Purchase Agreement (PPA) including its recitals and schedules, as amended, supplemented or modified from time to time, as approved by the Appropriate Commission, if required;

“Appropriate Commission” shall mean the Central Electricity Regulatory Commission, or the Chhattisgarh State Electricity Regulatory Commission, as the case may be;

“Availability” shall, for any period, mean the average of the daily average Declared Capacities (DCs), for all the days during that period expressed as a percentage of the Installed Capacity of the Generating Station minus normative auxiliary consumption in MW, and computed in accordance with the formula prescribed by CERC;

“Bill” shall mean a Monthly Bill, a Supplementary Bill, or any other Bill or Invoice raised by any of the Parties;

“Billing Date” shall mean the date on which a Bill is presented to the Designated Officer of either Party and acknowledged by such Designated Officer of either Party;

“Billing Month” shall mean the calendar month for which a Bill is issued by either Party;

“Business Day” shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;



Handwritten signature and stamp of Managing Director, CSPT Tradeco, Raipur.

“CERC” shall mean Central Electricity Regulatory Commission, as defined in the Electricity Act, 2003;

“CERC Regulations” shall mean the CERC (terms and conditions of Tariff) Regulations or any other Regulations notified from time to time;

“CSPTCL” or “CSPTransco” shall mean the Chhattisgarh State Power Transmission Company Limited, the State Transmission Utility and deemed transmission licensee for the State of Chhattisgarh as per Sub-section (1) of Section 39 of the Electricity Act 2003;

“CSPTradeco Event of Default” shall have the meaning as ascribed hereto in Article 14.2 of this Agreement;

“CTU” or “Central Transmission Utility” or “PGCIL” shall mean the utility as defined in the Electricity Act, 2003, namely, Power Grid Corporation of India Limited, or its successors;

“Capacity Charges” or “CC” shall mean the fixed charges to be paid by CSPTradeco on a monthly basis to the Company, determined as per the provisions of Schedule 1 to this Agreement;

“Change in Law” shall have the same meaning as ascribed thereto in Article -13 of this Agreement;

“Check Meter” shall mean the meter which shall be connected to the same core of the current transformer (CT) and voltage transformer (VT) to which Main Meter is connected and shall be used for accounting and billing of electricity in case of failure of Main Meter;

“Coal” shall mean coal procured from the subsidiaries of Coal India Limited either through Coal Supply Agreement or e-auction or open market and/or imported coal procured from other agencies or coal blocks allocated;

“Commission” or “CSERC” shall mean the Chhattisgarh State Electricity Regulatory Commission, constituted under Section 82 of the Electricity Act, 2003;

“Company Event of Default” shall have the meaning as ascribed hereto in Article 14.1 of this Agreement;

“Competent Court of Law” shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to generation and distribution of electricity;

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"Contracted Capacity" shall be equal to thirty percent (30 %) of the Aggregate Capacity of the Project and shall be in addition to the Contracted Output;

"Contracted Output" shall mean 5 % (Five percent) of the Net Power generated by the Project to be provided by the Company to CSPTradeco on an annualized basis and as per the terms of this Agreement. Provided that if the Company is allocated captive coal block also in the State of Chhattisgarh an additional 2.5% of the net power generated by the project shall also be supplied by the company to the State Government of Chhattisgarh at energy charges, as determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required. Further provided that the additional 2.50% of the net power, however, shall be in proportion to the component of power generated utilizing coal from the captive coal block;

"Contracted Power" shall mean the sum of Contracted Capacity in percentage & Contracted Output in percentage of installed Capacity;

"Contracted Energy" shall mean the sum of energy in Kwh available ex-bus bar equivalent to Contracted Capacity & Contracted Output i.e. total share of energy of CSPTradeco in the installed Capacity;

"Consents, Clearances & Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgments, agreements or concessions required to be obtained from or provided by any Indian Governmental Instrumentality for the development, operation and maintenance of the Generating Station including without any limitation for the construction, ownership, operation and maintenance of the Generating Station and other associated facilities;

"Declared Capacity" shall mean the net capacity at Delivery Point during any Settlement Period, as declared by the Company in its Daily Generation Schedule or Revised Generation Capability Schedule, subject to the availability of adequate Fuel and regardless of constraints in the Grid;

"Dedicated Transmission Line" shall mean the transmission line constructed by the Company for interconnection of the Project switchyard with the CTU network;

"Delivery Point" shall have the meaning ascribed to it under Article 4.5.1

"Designated Officer" shall mean the designated representative of the Company duly authorised to carry out any/all functions required under this Agreement;

"Dispute" shall mean any dispute or difference of any kind between CSPTradeco and the Company, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement and shall be dealt as per the provisions of Article 15 of this Agreement;



"Distribution System" shall mean the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the points of connection to the installation of the consumers within the State;

"Due Date" in relation to any Bill, shall mean the first Business Day falling thirty (30) days after the Billing Date;

"Effective Date of Agreement" or **"Effective Date"** shall be as per the provisions of the Article 3.1.1;

"Electrical Output" shall mean the net electrical output of the Power Station at the Interconnection Point, as expressed in kWh;

"Energy Charges" or **"EC"** is the monthly amount payable by CSPTradeco to the Company in respect of Electrical Output and shall be determined in accordance with the provisions set forth in Schedule I of this Agreement;

"Event of Default" shall mean the Company Event of Default or CSPTradeco Event of Default, as the case may be;

"Expiry Date" shall mean the twentieth (20th) anniversary of the date of commencement of Supply. For the avoidance of doubt, in case the date of commencement of supply is December 19, 2008, then the twentieth (20th) anniversary of the date of supply would be December 19, 2028;

"Financial Year" or **"Year"** shall mean the period from 1st of April of any year to 31st of March of the next year;

"Financial Closure" shall mean the date on which the Financing Documents proving for funding by the Lenders have become effective and the Company has immediate access to such funding under the Financing Documents

"Financing Documents" shall mean the documents executed by the Company in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements and other documents relating to the financing (including refinancing) of the Project and includes amendments or modifications made from time to time;

"Force Majeure" shall have the meaning as ascribed thereto in Article-10 of this Agreement;

"Forced Outage" shall mean an outage of the Generating Station which is not a Planned Outage;



"Fuel" shall mean the Coal and Fuel Oil required for continuous operation of the Project;

"Fuel Oil" or "Secondary Fuel Oil" means the heavy oil used for start up and low load support in the steam generators

"Generating Station(s)" or "Power Station" or "Station" or "Project" shall mean the power station being set up at Village-Baradarha in Janjgir Champa District in Chhattisgarh consisting of Unit Nos. 1 & 2 of 600 MW each Installed Capacity for generating electricity, including any building and plant with step-up transformer, switch-gear and switch yard, cables or other auxiliary equipments, if any used for that purpose and the site thereof, a site intended to be used for the generating station, and any building used for housing the operating staff of a generating station, but does not in any case include any sub-station;

"GOCG" shall mean the State Government of Chhattisgarh;

"Grid Code" shall mean the Indian Electricity Grid Code and as amended from time to time;

"Grid System" shall mean the Central Transmission System;

"Implementation Agreement" in short **"IA"** shall mean Agreement executed between the Govt. of Chhattisgarh, CSF Holding Co. Ltd. and the Project Developer.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India, but excluding the Company and CSPTadeco;

"Installed Capacity" shall mean the summation of the nameplate capacities of all the Units of the Generating Station or the corresponding capacity of the Generating Station (reckoned at the generator terminals);

"Interconnection Point" shall mean the physical point or points of the outgoing gantry of the Generating Station where the transfer of electrical power occurs for fulfilling the obligation of the Company to deliver the Contracted Output and Contracted Capacity to CSPTadeco;

"Interface Meter" shall mean the meter used for accounting and billing of electricity, connected at the Interconnection Point;

Handwritten signature
Managing Director
DB Power Ltd., Raipur

“Intra-state Transmission System” or “State Transmission System” or “STS” shall mean any system for conveyance of electricity by transmission lines within the area of the State and includes all transmission lines, sub-stations and associated equipment of transmission licensee in the State;

“Law” or “Laws of India” shall mean in relation to this Agreement, all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification code or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall include all rules, regulations, decisions and orders of the Appropriate Commission;

“Late Payment Surcharge” shall have the meaning as ascribed thereto in Article 8.4.2 of this Agreement;

“Letter of Credit” or “LC” shall have the meaning ascribed thereto in Article 9.1;

“Lenders” shall mean the banks, other financial institutions, RBI registered non-banking financial companies, mutual funds and agents or trustees of debenture/bond holders, including their successors and assignees, who have agreed as at Financial Close to provide the Company with the debt financing and successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned

Provided that such assignment or transfer shall not relieve the Company of its obligations to the Government under this Agreement in any manner and shall also does not lead to an increase in the liability of the Government.

“Main Meter” shall mean the meter which would primarily be used for accounting and billing of electricity;

“Meter” shall mean a device suitable for recording and / or indicating consumption of electrical energy or any other quantity related with electrical system;

“Metering Code” shall mean the code and / or the metering section of the Grid Code covering aspects relating to metering equipment, its installations, operation and use in force or any amendments thereof approved by the CERC;

“Monthly Bill” shall mean a monthly invoice comprising Capacity Charges and Energy Charges, including Late Payment Surcharge if any as per the provisions of this Agreement;

“Net Power” shall mean gross power generated minus the auxiliary consumption (in kwh);

“Notice of Default” shall have the meaning as ascribed hereto in Article 14.3 of this Agreement;

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "DB POWER LIMITED" around the perimeter and "BHOJAL" at the bottom.

A handwritten signature in black ink, possibly reading "L. M. S.", is written in the bottom right corner of the page.

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"Outage Planning Process" shall have the meaning as ascribed thereto in the Grid Code;

"Planned Outage" shall have the meaning as ascribed thereto in the Grid Code;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utility industry for the purpose of ensuring the safe operation, repair and maintenance of the Generating Station and which practices, methods and standards shall be adjusted as necessary, to take account of:

- operation, repair and maintenance guidelines given by the manufacturers,
 - the requirements of Laws of India, and
- the physical conditions at the site on which a Generating Station is located;

"Regional Energy Account" or "REA" shall mean the accounts of power and energy as issued by the relevant RPC secretariat or other appropriate agency for each Week and for each Month, including the revisions and amendments thereof;

"RLDC" shall mean the relevant Regional Load Despatch Centre as defined in the Electricity Laws in the region in which the Project is located;

"Rebate" shall have the same meaning as ascribed hereto in Article 8.4.1 of this Agreement;

"Regulations" shall mean any regulations, made by the CERC under the Electricity Act, 2003, and as subsequently amended from time to time;

"Scheduled COD" shall have the meaning as mentioned in Article 4.1.13 of the Implementation Agreement dated 06.08.2009 for the Unit or the Power Station, as the case may be.

"Settlement Period" shall mean the time block for issue of daily generation and drawl schedules as provided in the Grid Code and communicated by the RLDC;

"State" shall mean the State of Chhattisgarh;

"State Load Despatch Centre" or "SLDC", in relation to a State, shall mean the centre so established under Sub-section (1) of Section 31 of the Electricity Act;

"State Transmission Utility" or "STU" shall mean the Board or the Government Company specified as such by the State Government under Sub-section (1) of Section 39 of the Act. CSPTCL has been specified as the State Transmission Utility (STU) by the Government of Chhattisgarh;



Managing Director,
CSPTADCO, Raipur

"**Supplementary Bill**" shall mean the bill raised by Company for any amount due from the CSPTradeco, other than the Monthly Bill or a bill raised by CSPTradeco for any amount due from the Company and as stipulated in Article 8.3 of this Agreement;

"**Tariff**" shall mean the Capacity Charges and Energy Charges payable by CSPTradeco for purchase of Contracted Power under this Agreement as determined in accordance with the relevant regulations of CERC from time to time and approved by the Appropriate Commission, if required;

"**Termination Notice**" shall have the meaning as ascribed hereto in Article 14.4 of this Agreement;

"**Transmission Charges**" shall mean all the applicable transmission charges payable to PGCIL or any other agency for utilising their Transmission System in relation to transfer of Contracted Capacity and Contracted Output to CSPTradeco;

"**Transmission System**" shall mean the lines, sub-stations, communication, and other associated facilities and covers entire transmission system without any specific reference to any lines or sub-stations and will automatically cover all new additions, modifications, up gradation, augmentations and expansion of Transmission System by CTU or other agency;

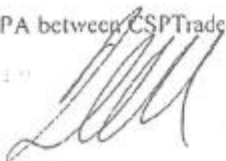
"**Unit(s)**" shall mean the unit of the Power Generating Station;

words importing the singular meaning shall include the plural and vice versa



2. ARTICLE 2: AMENDMENT

- 2.1 This Agreement is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.
- 2.2 This Agreement shall not be amended without prior written consent of the GoCG in any manner which may affect the rights and interests of the GoCG.



Managing Director,
CSP TRAD CO, Raipur

3. ARTICLE 3: TERM OF THE AGREEMENT

3.1 Effective Date and Term of Agreement:

3.1.1 This Agreement shall come into force from the date of signing of the Agreement for all purposes and intent. The term of this Agreement is for a period of twenty (20) years from the date of commencement of supply of electricity by the Company to CSPTradeco, unless extended as per Article 3.4.

3.2 Conditions Precedent :

3.2.1 The Conditions Precedent and obligations of the Parties with regard thereto, are as specified below:

- (i) Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable co-operation as may be required upon mutual understanding of both parties, to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- (ii) The Conditions Precedent required to be satisfied by the Company shall be deemed to have been fulfilled when the Company achieves Financial Closure within thirty (30) months from the Effective Date of IA, and
- (iii) within 36 (Thirty Six) months of the Effective Date of IA, awarded the Engineering, Procurement and Construction contract ("EPC contract") or main plant contract for boiler, turbine and generator ("BTG"), for the Project and shall have given to such contractor an irrevocable Notice To Proceed (NTP)

3.2.2 The Company shall promptly inform CSPTradeco when any Condition Precedent for which it is responsible, has been satisfied.

3.3 Right to Terminate:

3.3.1 (a) If the Conditions Precedent listed in Section 3.2.1 are not satisfied by the Company within the time prescribed there in, or such extended time as may be

mutually agreed between the Parties in writing, then the CSPTradeco may terminate this Agreement in the manner provided in Article-14.

(b) The Company agrees and undertakes to duly perform and complete the activities within the time stipulated, unless such completion is affected due to the CSPTradeco failure to comply with their obligations under Article 4.1 of this Agreement or by any Force Majeure event or if any of the activities is specifically waived in writing by the CSPTradeco. The Company shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and each Party shall provide the other Party with such reasonable co-operation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible:

c) The Company shall fulfil the obligation under Article-4.1.13 of the IA and not later than 6 months prior to Scheduled COD, filed an appropriate petition before the Appropriate Commission for determination of tariff for the sale of the Contracted Power, if required.

3.3.2 Satisfaction of Conditions Precedent by the CSPTradeco:

The CSPTradeco agrees and undertakes to duly perform and complete the following activities within the time stipulated, unless such completion is affected due to any Force Majeure event or if any of the activities is specifically waived in writing by the CSPTradeco. The CSPTradeco shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and each Party shall provide the other Party with such reasonable co-operation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible:

(i) The CSPTradeco shall have, not later than 12 months from the Effective Date, obtained from the STU and/or the CTU as may be required, Long Term Access for transmission of the Contracted Capacity and Contracted Output from the Delivery Point;

3.3.3 Consequences of non-fulfilment of conditions under Article 3. 2.1 & 3.3.2:

(a) In case of inability of either by the Company or CSPTradeco as the case may be, to fulfil the conditions specified in Article 3.2.1 or 3.3.2 due to any Force Majeure event or waived by the other party, the time period for fulfilment of the Condition Precedent shall be extended for the period of such Force Majeure event, subject to a maximum extension period of eighteen (18) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be

[Signature]
Managing Director,
CSP TRADE CO. Rajpur

terminated by either the CSPTradeco or the Company by giving a notice of at least thirty (30) days, in writing to the other Party.

This, however, will not absolve the Company from payment of damages to CSPTrdCL arising out of such termination.

(b) If the Company fails to achieve COD of each of the Units on their respective Scheduled Commercial Operation Date as specified in this Agreement, subject to conditions mentioned in Article 3.2, the Company shall be liable to reimburse the Transmission Charges paid by CSPTradeco to CTU or any other agency for the transmission system associated with the evacuation of Contracted Power from the Project under this Agreement. Provided that the above failure of the Company is not due to force majeure conditions and not due to reasons attributable to CSPTradeco.

3.3.4 Immediately after CoD, a BG for an amount of Rs. 18 (Eighteen) Crores (worked out on the basis of Rs. 4 lakhs per MW of contracted power) for the term of the PPA towards Performance Security Deposit shall have to be submitted by the Company, the validity of which shall be extended from time to time till termination of this PPA.

3.4 Extension of Term:

3.4.1 Prior to at least one hundred and eighty days (180) before the Expiry Date, either Party may give a written notice to the other Party that it wishes to extend this Agreement for an additional period.

3.4.2 Upon the receipt of the notice from a Party under Article 3.4.1 above, the Parties shall in good faith negotiate the terms and conditions for extension of the Agreement including the revision in Tariff and period of extension and if the Parties mutually agree on the above, the Parties will enter into an amendment to this Agreement. Provided that any extension to this Agreement shall be given effect after the approval of GOCC.

3.5 Early Termination

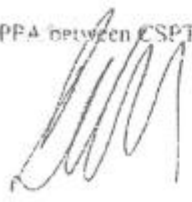
This Agreement shall terminate before the Expiry Date;


- a) If either the Company or the CSPTradeco terminates the Agreement pursuant to Article 14 of this Agreement; or
- b) In such other circumstances as the Company and CSPTradeco may agree, in writing; or
- c) In the event of termination of IA

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3.6 Survival

The expiry or termination of this Agreement shall not affect accrued rights and obligations of the Parties under this Agreement as per the terms of this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication, the survival of, post its expiry or termination.




Managing Director,
CSP Tradece, Raipur

4. ARTICLE 4 : RIGHTS & OBLIGATIONS FOR SUPPLY AND OFF-TAKE

4.1 Obligation of CSPTradeco

4.1.1 The CSPTradeco shall be responsible for:

- (i) Payment of the transmission charges, wheeling charges, transmission losses, RLDC and SLDC charges as determined by the Appropriate Commission and all other charges, taxes, cess, fees, levies and duties applicable to the generation, sale, purchase, despatch and transmission of the Contracted Power, to appropriate agencies;
- (ii) Off take Contracted Power and pay Monthly Bills and Supplementary Bills in accordance with this Agreement;
- (iii) Co-operate with the Company to facilitate the initial and periodic Performance Tests and Commissioning of the Project;
- (iv) Obtaining long term access for adequate transmission capacity from CTU/STU for evacuation of Govt's share of Contracted power;
- (v) Open and maintain the Letter of Credit as required under the terms and conditions specified in Article 9 of this Agreement;
- (vi) Fulfilling all other obligations undertaken by it under this Agreement and IA

4.2 Obligation of Company

4.2.1 Subject to the terms and conditions of this Agreement, the Company undertakes to be responsible, at its own cost and risk, for:

- (i) Executing the Project in a timely manner so as to enable each of the Units and the Power Station as a whole to be Commissioned not later than its Scheduled Commercial Operations Date and such that as much of the Contracted Power as can be made available through the use of Prudent Utility Practices will be made available reliably to meet the CSPTradeco's scheduling and despatch requirements throughout the term of this Agreement;



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- (ii) Obtaining and maintaining in full force and effect all consents required by it pursuant to this Agreement and Indian Law;
- (iii) Making available the Contracted Output and the Contracted Capacity through the use of Prudent Utility Practices reliably to meet the CSPTadeco's scheduling and dispatch requirements throughout the term of this Agreement;
- (iv) Procure the requirements of electricity at the Project (including construction, commissioning and start-up power) and to meet in a timely manner all formalities for getting such supply of electricity;
- (v) Ensure Coal supply and other inputs required for delivery of Contracted Power throughout the Term of Agreement;
- (vi) Ensure Coal stock adequate for 15 days of generation at 85% PLF throughout the Term of Agreement;
- (vii) Continue to maintain all insurances required to be taken in respect of this Project, as required by this Agreement, the laws of India and Prudent Utility Practices, till the expiry of the Term of Agreement;
- (viii) Provide on a timely basis relevant information on Power Station specifications which may be required for interconnecting system with the transmission system; and
- (ix) Fulfilling all other obligations undertaken by it under this Agreement and arising in accordance with the provisions of Implementation Agreement (IA).

4.2.2 Submission of progress report, project related Agreements:

The Company shall endeavour to furnish to the Energy Department, Govt. of Chhattisgarh or their nominated agency, quarterly progress reports of actual progress of the Project and shall give all such other relevant information as may be required by the GoCG or their nominated agency.



Managing Director
CSPTADCO. Bhop

4.2.3 To provide all information required under Approvals :

The Company shall provide all information and supporting documentation required to be submitted under Law, by any Competent Authority.

4.2.4 Scheduled COD:

The Company shall achieve Commercial Operation Date as per the schedule mentioned by it under the Implementation Agreement or Bulk Power Transmission Agreement executed with PGCIL. However, considering COD as per IA shall not relieve the Company from the payment of transmission charges payable to PGCIL by the CSPTradeco for the delay in COD from the date mentioned in BPTA.

4.2.5 Revised Scheduled COD:

The Revised Scheduled COD of any Unit shall be mutually discussed between the CSPTradeco and the Company provided Company agrees to pay share of CSPTradeco transmission charges to PGCIL/STU or other agency for the extended period, as per the terms of agreement entered into by the CSPTradeco with PGCIL/STU for establishment of transmission system.

4.2.6 Representations and Warranties of the Company:

The Company represents and warrants that as of the date hereof, except as disclosed otherwise in the Disclosure Schedule :

- (a) The Company is a company duly registered and validly existing under the laws of India and has all requisite legal powers and authority to execute this Agreement and carry out the terms, conditions, and provisions hereof.
- (b) It has the financial standing and capacity to undertake the Project.
- (c) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocable waives any immunity in any jurisdiction in respect thereof.
- (d) It has complied with all Laws and has not been subject to any fines, penalties, injunctive relief of any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement.



(e) There are no actions, suits or proceedings pending or, to the Company's knowledge, threatened against or affecting the Company before any Court or administrative body or arbitral tribunal that might materially or adversely affect the ability of the Company to meet and carry out its obligations under this Agreement.

(f) The Company has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees State Insurance dues and outstanding sales tax, corporation tax and all other taxes and revenues due and outstanding and that no attachments or warrants have been served on the Company in respect of sales tax, income tax, Government /GOI Revenue and other taxes.

(g) The execution and delivery by the Company of this Agreement has been duly authorized by all requisite corporate or partnership action, and will not contravene any provision of or constitute a default under any other agreement or instrument to which it is a party or by which it is or its property may be bound; and

(h) No representation or warranty by the Company contained herein or in any other document furnished by it to, or to any Governmental Agency in relation to clearances and approvals contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty no misleading.

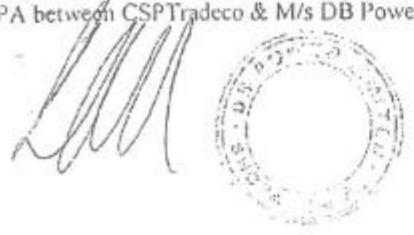
4.3 Purchase and sale of Contracted Power:

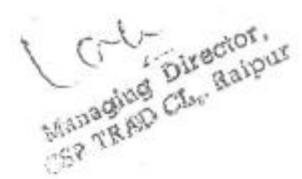
4.3.1 Subject to the terms and conditions of this Agreement, the Company undertakes to sell to the CSPTradeco and the CSPTradeco undertakes to purchase the Contracted Power and pay the Tariff in accordance with this Agreement for the Contracted Power supplied to CSPTradeco from the Project at the Delivery Point.

4.3.2 Unless otherwise instructed by the CSPTradeco, the Company shall sell all the Contracted Power to CSPTradeco.

4.4 Right to Contracted Power:

4.4.1 CSPTradeco undertakes to purchase power up to the Contracted Capacity for a period of twenty (20) years at the Tariff determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required.





4.4.2 In addition, the Company shall be under obligation to supply the Contracted Output to CSPTradeco, at the Energy Charges as determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required.

The Contracted Output to be provided at Energy Charges shall be computed based on scheduled generation of the Power Station. The quality of such power shall be firm power and at no time the Company shall be supplying such power less than ninety percentage (90%) of the percentage of the Contracted Output. Further such percentage shall not be more than one hundred and ten percentage (110%) during the off-peak periods. The off-peak period shall be notified by the Appropriate Commission from time to time. The above conditions are subject to the regulations of CERC and the provisions of IEGC.

4.4.3 CSPTradeco has exclusive rights to sell such power on behalf of GOCG. It has exclusive rights to exchange and dispose off power to any other party directly or through power-exchange subject to availability of open access.

4.4.4 Subject to other provisions of this Agreement, the entire Contracted Power shall at all times be the exclusive right of the CSPTradeco to purchase the Contracted Power from the Company. The Company shall not grant to any third party or allow any third party to obtain any entitlement to the Contracted Power.

4.4.5 Notwithstanding Article 4.4.4, in the event the CSPTradeco fails to despatch all or part of the Contracted Power at any time, the Company shall be entitled to sell such non despatched Contracted Power to third parties. For any such third party sale, all open access charges including losses shall be payable by such third party as per regulations (s) of the Appropriate Commission(s).

4.4.6 Consequences of sale under Clause 4.4.5 :

In the event the Company sells power under the provisions of Article 4.4.5, the following conditions shall apply :

- (i) the CSPTradeco shall continue to be liable to pay the Capacity Charges determined as part of the Tariff, to the Company for such Contracted Capacity. Furthermore, in such a case, the sale price realized by the Company in excess of Variable Charges determined as part of the Tariff, shall be shared by the Company and the CSPTradeco in equal ratio. The Company shall maintain accounts and provide all details regarding cost of sale etc. to CSPTradeco in respect of such sales under Clause 4.4.5.

(ii) where the sale under Clause 4.4.5 by the Company is consequent to a notice issued by the CSPTradeco to the Company indicating its unwillingness to purchase the Contracted Power or part thereof for a period specified in such notice, the CSPTradeco shall be entitled to request the Company for the resumption of supply of the Contracted Power at any time, however, the Company shall not be under obligation to resume such supply earlier than the period specified in the said notice.

4.4.7 The sale under Unscheduled Interchange shall not be considered as sale to third party for the purposes of this Agreement.

4.5 Delivery Point:

4.5.1 The Company will sell the Contracted Power to CSPTradeco at the outgoing gantry of the 400 KV bus of Power Station switchyard.

4.5.2 The Contracted Power shall be evacuated by the CSPTradeco through dedicated transmission line constructed and owned by the Company, which shall be connected to the existing/proposed WR transmission system owned by CTU from the bus bar of Power Station of the Company.

4.5.3 For wheeling of the Contracted Power from the bus bar of Power Station of the Company to connecting point of CTU, the transmission charges in utilization of Company's transmission line shall be payable by CSPTradeco to the Company by way of capacity charge. Accordingly the Company shall include the cost of dedicated transmission line in the Project Cost for computation of Capacity Charge

4.6 System of Supply

The supply of Contracted Power to CSPTradeco shall be at nominal frequency of 50 Hertz and at a potential of 400 KV subject to variation limits permitted by the Grid Code applicable for the transaction, as amended from time to time. Both the Parties shall take all measures expeditiously to restore the frequency within the limit as stipulated in the applicable Grid Code, as amended from time to time, concurrent with the directions of the SLDC/RLDC, if any.

Managing Director,
CSP TRAD CO., Raipur

4.7 Non performance of obligation

After the Commercial Operation Date, except for reasons of Force Majeure, if the Contracted Output and/or the Contracted Capacity is not made available in full or part thereof by the Company as per the terms of this Agreement to CSPTradeco for reasons attributable to the Company for a period of equal to or more than Two (2) continuous months or four (4) non-continuous months in a Financial Year, then it shall be treated as a Company Event of Default as per Article 14.1 of this Agreement. Further the CSPTradeco shall have the right to ask GoCG to withdraw all facilities extended to the Company under the IA or availed by the Company.

In addition to the above, for every additional day, of non supply of power by the Company to CSPTradeco, beyond the period specified in the para above in this Article 4.7, the Company shall pay a penalty to CSPTradeco for the amount equivalent to the total Capacity Charges (in Rs.) corresponding to the Contracted Capacity that would had been drawn by CSPTradeco in normal conditions on such day provided such total penalty charges shall not exceed two (2) months Capacity Charges.

Notwithstanding above penal provision, no capacity charge shall be paid to the Company for the days on which supply obligation was not made by it.



5. ARTICLE 5: OPERATION AND MAINTENANCE

5.1 Operation and Maintenance of the Power Station:

5.1.1 The Company shall be responsible at its own expense for ensuring that the Generating Station is operated and maintained in accordance with all legal requirements, including the terms of all Consents, Clearances and Permits, Prudent Utility Practices, and in particular, the Grid Code, so as to meet its obligations under this Agreement and so as not to have an adverse effect on the Grid operation.

5.2 Scheduling & Dispatch:

5.2.1 The Company and CSPTadeco shall furnish their generation schedule & drawl schedule respectively in accordance with the scheduling & dispatch procedures specified by the RLDC from time to time under the Grid Code, including provisions relating to the implementation of Availability Based Tariff, in so far as it relates to the matters connected with Scheduling & Dispatch, Prudent Utility Practices and Technical limits of the Power Plant.

5.2.2 In the event of a Forced Outage, the Company shall inform, in writing, to the concerned RLDC and CSPTadeco, the reasons and the details of occurrence of such Forced Outage. The Company shall further inform about the nature of the work to be carried out, the estimated time required to complete it and the latest time by which in its opinion the work should begin, consistent with the Prudent Utility Practices.

5.3 Planned Outages:

5.3.1 The Company shall, on a year-ahead basis, furnish to the RLDC, its outage programme as per the RLDC outage planning process for the next Financial Year under the Grid Code. The Company shall also give a copy of such outage programme to CSPTadeco so that it can plan its power procurement in advance.

5.3.2 The Company will adhere to the Planned Outage schedule agreed to by the RLDC and as modified from time to time by the RLDC.

5.4 Coordination among Parties:

5.4.1 The Parties herein agree that the issues relating to interconnection, evacuation, transmission facilities and issues related to inter-utility metering, and coordination with the Grid System will be decided and settled between the Parties mutually or as

Managing Director,
CSPTADCO, Raipur

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per any agreements executed between them and subsequently, on not being able to reach on a mutual agreement, shall be dealt with the provisions of the Grid Code.

5.5 Maintenance of Records:

- 5.5.1 Each Party shall keep complete and accurate records of the meter readings and other records needed to reflect power exchange between the Parties for each Settlement Period and Electrical Output of the Generating Station on a continuous real time basis;
- 5.5.2 Every Party shall have the right, upon reasonable prior notice, to examine the records and data of the other Parties relating to this Agreement or the operation and maintenance of the Power Station at any time during normal office hours on normal business days.



6. ARTICLE 6: METERING AND ENERGY ACCOUNTING

6.1 Inter-connection point and boundary:

6.2 The Parties agree that the inter-connection boundary between Company's Generating Station and CSPTradeco shall be the outgoing feeder gantry of the Power Station switchyard. The switchyard associated with the Generating Station and the Dedicated Transmission Line for interconnection with the Interstate Transmission System shall be under the control of Company.

6.2.1 The Parties herein agree that, at any subsequent date after signing this Agreement, any change in above arrangement of inter-connection boundary and / or in operation and control of switchyard associated with the Generating Station of Company, effected as per orders of the CERC and agreed through mutual agreement between Company and CSPTradeco shall automatically apply to this Agreement without any further action.

6.3 Interface Metering Points:

6.3.1 The meters for measurement of Contracted Power & energy for the purpose of energy accounting and/or billing shall be provided at the Inter-connection Point(s) of the Company's Generating Station.

6.3.2 Main Meters at the Interconnection Point(s) shall be owned and maintained by Company. CSPTradeco shall provide Check Meters at its own cost at all the Interconnection Points. Check Meters shall be owned and maintained by CSPTradeco but the safety and custody thereof shall be the responsibility of the Company.

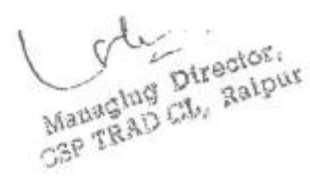
6.4 Inspection and Testing of Meters:

6.4.1 The Parties agree that the installation, sealing, inspection, calibration, maintenance and testing of meters shall be in accordance with the relevant clauses of the Metering Code.

6.5 Meter Reading:

6.5.1 Meters for measuring the energy flow for the purpose of energy accounting and billing shall be programmed so as to register and store the readings from 00.00 hrs of the first day of the current month to 00.00 hrs of the first day of the subsequent month. Joint monthly meter readings of the meters for the purpose of billing shall be taken / downloaded simultaneously by both the Parties on the first day of the subsequent month and confirmation signed by the authorised representatives of the Company and CSPTradeco. No notice is required to be issued for monthly joint meter





readings. In case any of the above parties is not able to attend the joint meter readings at the specified time, the meter readings taken by the other party (ies) shall be considered conclusive and binding on other party (ies), unless a written objection is filed by the Party, who failed to attend the joint meter readings, within seven (7) days of communicating such readings to them.

6.5.2 Any dispute between the Parties in relation to metering, billing and settlement shall be resolved in accordance with provisions of the Article 15 of this Agreement.

6.5.3 The Company and CSPTadeco shall be entitled to have access to the metering data from the metering installation related to the Power Station and the Delivery Point through appropriate technology for their use.

6.5.4 Notwithstanding anything contained in this Agreement the Parties hereby agree that the installation, testing, calibration, collection and transmission of meter output including its periodicity etc shall be in accordance with the provisions of IEGC and orders of RLDC from time to time.

6.6 Energy Accounting:

The energy accounting shall be in accordance with the provisions of the Grid Code or any other change in methodology of energy accounting as decided by the RPC. The RPC secretariat or other appropriate agency will issue Regional Energy Accounts (REA) based on the data provided by the RLDC and output of the Meters and Check Meters delivered by the Company pursuant to this Article and such REAs shall be subject to subsequent corrections. The REA as finalized shall be binding on the Parties.

6.7 Transmission Loss

All applicable transmission losses associated with the purchase of Contracted Power by CSPTadeco under this Agreement shall be borne by CSPTadeco including the transmission losses if any applicable to Generator up to the Delivery Point and levied in accordance with the Point of Connection transmission charges regulations of CERC.

In case common Dedicated Transmission Line is utilized for transmission of power from Generating Station to pooling sub-station of PGCIL, the transmission losses between the outgoing gantry of Power Station of the Company and pooling sub-station of PGCIL shall be shared by the Company and CSPTadeco in proportion to their share of power being transmitted.

7. ARTICLE 7: APPLICABLE TARIFF

7.1.1 Applicable Tariff:

7.1.2 Both the Parties agree that the Tariff for supply of Contracted Power to CSPTradeco from the Generating Station of the Company under this Agreement shall be determined in accordance with CERC Regulations from time to time as per the provisions of Schedule I attached to this Agreement and approved by the Appropriate Commission, if required.

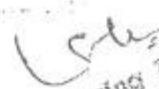
7.1.3 In case the Tariff is not determined prior to the commencement of commercial operation of the first generating Unit or the Power Station, as the case may be, the Parties agree to jointly work out an ad-hoc tariff based on the CERC's tariff regulation for the applicable period. Based on the ad-hoc tariff, the CSPTradeco shall make a provisional payment to the Company, subject to appropriate adjustment till the final tariff is determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required.

7.1.4 Infirm power shall be governed by the CERC regulations in force.

7.1.5 RLDC Charges:

7.1.6 The scheduling and RLDC charges, as determined by the CERC from time to time, shall be applicable and payable to RLDC separately by CSPTradeco.




Managing Director,
CSP TRAD CO, Raipur

8. ARTICLE 8: BILLING AND PAYMENT

8.1.1 All charges under this Agreement shall be billed and paid in accordance with the following provisions:

From the Commercial Operation Date (COD) of the Project, CSPTradeco shall pay the Company the Tariff comprising:

- (i) Capacity Charges;
- (ii) Energy Charges or Variable Charges; and
- (iii) Incentive Payment,

determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required. The actual payment shall be made against the Monthly Bills issued by the Company for each Month. All Tariff payments by CSPTradeco shall be in Indian Rupees.

8.1.2 Monthly Bill:

8.1.3 The Company shall raise a Monthly Bill for each Billing Month on the basis of REA issued by WRPC and Tariff as applicable. For the purpose of UI bills prepared by the WRPC, weekly joint meter reading shall also be taken and sent to WRPC/WRLDC, as the case may be.

8.1.4 The Company shall issue the Monthly Bill by 5th day of the month subsequent to the month in which the supply was affected to CSPTradeco. The Bills shall be raised in the name of Designated Officer of CSPTradeco.

(a) Provided that if the COD of the first Unit falls during the period between the first (1st) day and up to and including the fifteenth (15th) days of a Month, the first Monthly Bill shall be issued for such period of the Month.

(b) Provided further that if the COD of the first Unit falls after the fifteenth (15th) days of a Month, the first Monthly Bill shall be issued for the period commencing from the COD of the first Unit until the last day of the immediately following Month.

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8.1.5 Each Monthly Bill shall include:

- a) Availability and energy account for the relevant Month as per REA issued by appropriate competent authority which shall be binding on both the Parties for the purpose of billing.
- b) On the basis of the REA, the Company shall prepare and submit the bills to CSPTradeco along with supporting data, documents and calculations in accordance with this Agreement.

Notwithstanding any thing contained in this Article 8.1.5, the procedure for preparing bills shall be as under:

- i) Out of the capacity declared by the Company, CSPTradeco is entitled for 5% and 2.5% (as defined in Contracted Output) of the corresponding energy to be supplied at Energy Charge at first charge. Accordingly out of total electrical energy scheduled to CSPTradeco in the REA, the above 5% & 2.5% (as defined in Contracted Output) shall be accounted first and shall be charged at the Energy Charges as determined in accordance with CERC Regulations and approved by the Appropriate Commission, if required; This shall be on annualised basis.
- ii) Subject to the above in i), the remaining electrical energy shall be accounted for, for the supply by the Company against the provision of Article 4.4.1 of this PPA i.e. 30% of aggregated installed capacity of the project and shall be worked out on net energy generated on real time basis and available ex-bus. This shall be charged at the Tariff as determined in accordance with CERC Regulations and approved by the Appropriate Commission; if required;

8.1.6 The Company shall open a bank account at Raipur (the "Designated Account") for all Tariff payments to be made by CSPTradeco to Company, and notify CSPTradeco of the details of such account within three (3) months prior to the Scheduled COD. CSPTradeco shall instruct its respective banker(s) to make all payments under this Agreement to the Designated Account and shall cause its banker(s) to notify the Company of such payments on the same day. CSPTradeco shall also designate a bank account at Raipur for payments to be made by the Company, if any (including Supplementary Bills) to the CSPTradeco and notify the Company of the details of such account within three (3) months prior to the Scheduled COD.

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8.2 Payments

8.2.1 CSPTradeco shall arrange payment of Bill(s) within the Due Date. The date of the payment shall be considered the date on which the amount has been credited to the Designated Account of the Company and shall be considered as the date of payment for computation of Rebate or Late Payment Surcharge payable, as the case may be.

8.2.2 All payments made by CSPTradeco shall be appropriated by the Company in the following order of priority towards:

- (i) Late Payment Surcharge, payable by the CSPTradeco, if any;
- (ii) Earlier unpaid Monthly Bill, if any, and
- (iii) Current Monthly Bill.

8.2.3 All payments required to be made under this Agreement shall only include any deduction or set off for:

- (i) Deductions required by the Law; and
- (ii) Amounts claimed by CSPTradeco from the Company through an invoice duly acknowledged by the Company to be payable by the Company and not disputed by the Company within thirty (30) days of receipt of the said invoice and such deduction or set off shall be made to the extent of the amounts not disputed. It is clarified that the Procurer shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period; and
- (iii) Rebates provided under this agreement; and
- (iv) Adjustment in tariff required by the terms of this agreement but not reflected in the Monthly Bill.

8.3 Supplementary Bills:

8.3.1 Any amount due to either Party and payable by either Party under this Agreement other than amounts set out in a Monthly Bill shall be payable within thirty (30) days of presentation of the Supplementary Bill by either Party.



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8.4 Rebate for prompt payment and Late Payment Surcharge:

8.4.1 CSPTradeco shall be eligible for a Rebate of two percent (2%) of the amount of Bill in case of any Bill paid by it to the Company through any mode of payment within seven (7) Business Days of Billing Date. In case of Bills paid by CSPTradeco after seven (7) Business Days of Billing Date but prior to the Due Date, CSP Tradeco shall be entitled for a Rebate of one percent (1%). Such Rebate shall be deducted from the amount of the Bill by CSPTradeco at the time of payment and the payment shall be made to the Company accordingly.

8.4.2 In case the payment of Bills is delayed by CSPTradeco beyond a period of thirty (30) days from the Due Date, a Late Payment Surcharge, at the rate of one point two five percent (1.25%) per month or part thereof, on the outstanding amount for the period of delay shall be levied by the Company on CSPTradeco and such Late Payment Surcharge shall be payable by CSPTradeco to the Company in addition to the unpaid amount.

8.5 Disputed Bill:

8.5.1 If a Party does not dispute a Bill, raised by the other Party within thirty (30) days of receiving it, such Bill shall be taken as conclusive.

8.5.2 If a Party disputes the amount payable under a Monthly Bill or a Supplementary Bill, that Party shall, within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) Details of the disputed amount; its estimate of what the correct amount should be; and
- ii) All written material in support of its claim.

8.5.3 If the invoicing Party agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 8.5.2, the invoicing Party shall revise such Bill within seven (7) days of receiving such notice and if the disputing Party has already made the excess payment, refund to the disputing Party such excess amount within fifteen (15) days of receiving such notice.

8.5.4 If the invoicing Party does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 8.5.2, it shall, within fifteen (15) days of receiving the bill dispute notice, furnish a notice to the disputing Party providing:

- i) Reasons for its disagreement;




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- ii) Its estimate of what the correct amount should be; and
- iii) All written material in support of its counter-claim.

8.5.5 Upon receipt of notice of disagreement to the Bill Dispute Notice under Article 8.5.4, authorised representative(s) of each Party shall meet and make best endeavours to amicably resolve such dispute

8.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of notice of disagreement to the Bill Dispute Notice pursuant to Article 8.5.4, the matter shall be referred to Dispute Resolution in accordance with Article 15.4 of this Agreement.

8.5.7 If a Dispute regarding a Monthly Bill or a Supplementary Bill is settled by authorised representative(s) of each Party mentioned under Article 8.5 or by Dispute resolution mechanism provided in accordance with Article 15 of this Agreement in favour of the Party, which issued a Bill Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within ten (10) days of the settlement of the Dispute.

8.6 Start up power

8.6.1 The Company shall be responsible for taking Start Up Power from the Distribution licensee or from any legally permitted source and making payment thereof in accordance with law.

8.7 Statutory Duties, Taxes, Cesses, Levies, fees and other charges

The Tariff determined in accordance with CERC Regulations does not include any electricity duty / cess or other such levy by the Project State Government, currently applicable on the generation and/or sale of electricity and shall, if levied, be payable by CSPTradeco to the Company notwithstanding anything contained in this Agreement contrary to this provision.

The Tariff determined pursuant to the other provisions of this Article-8 does not include any charges payable to the SLDC/RLDC, cost of transmission charges, licence fees, etc beyond the Delivery Point, all of which shall be borne by CSPTradeco.

Transmission charges and transmission losses as applicable to the Generator in accordance with the CERC Regulations shall be borne by the CSPTradeco in addition to the transmission charges and losses applicable beyond Delivery Point.

9. ARTICLE 9: PAYMENT SECURITY MECHANISM:

9.1 Letter of Credit:

- 9.1.1 CSPTradeco shall establish an unconditional, irrevocable and revolving Letter of Credit (LC) in favour of the Company. The LC shall revolve, only if operated. The Letter of Credit shall be opened with any scheduled commercial bank agreeable to the Company within 15 days prior to scheduled COD. The Company shall send prior intimation of scheduled COD to the CSPTradeco at least 30 days in advance.
- 9.1.2 The Letter of Credit established by CSPTradeco shall:
- (i) On the date it is issued, have a term equal to twelve (12) months and shall be renewed annually;
 - (ii) Be of a value equivalent to one hundred and five percent (105%) multiplied by one (1) month estimated / average billing (The average billing shall be computed on the basis of estimated energy supply at 85% load factor by the Company;
- 9.1.3 The amount of LC shall be reviewed on the basis of Tariff payments made for the previous one year by CSPTradeco to the Company, on the first day of April of each year for determination of the average monthly billing and its amount shall be enhanced / reduced accordingly.
- 9.1.4 All costs relating to opening and maintenance of the Letter of Credit shall be borne by CSPTradeco; however, the Letter of Credit negotiation charges shall be borne and paid by the Company.
- 9.1.5 The Company shall exercise its right of making a drawl from the Letter of Credit as a payment security option only on the failure of CSPTradeco to make payment by the Due Date(s). The Company shall not make more than one drawl in any month.
- 9.1.6 At any time, such Letter of Credit amount falls short of the amount specified above otherwise than by reason of drawl of such Letter of Credit by the Company, CSPTradeco shall restore such shortfall within seven (7) Business Days.
- 9.1.7 In case of drawl of the Letter of Credit by the Company in accordance with the terms of this Agreement, the amount of the Letter of Credit shall be recouped by CSPTradeco to ensure full payment of the Company's bills and there shall be no default in LC payment to the Company in respect of supply of power under this Agreement.





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Third Party Sales on default:

- 9.1.8 If the payment security mechanism is not fully restored within thirty (30) days of the event of the payment default, Company shall be entitled to sell the electricity generated by it to the third parties without losing claim on the pending dues from CSPTradeco.
- 9.1.9 The surplus revenue over Energy Charges recovered from sale to such third parties shall be adjusted against the Capacity Charge liability, if any, of CSPTradeco. In case the surplus revenue over the Energy Charges is higher than the Capacity Charge liability of the CSPTradeco, such excess over the Capacity Charge liability shall be retained by Company.
- 9.1.10 The third parties to whom the power can be sold under Article 9.1.8 shall be either:
 - (i) Any consumer, subject to applicable law; or
 - (ii) Any licensee under the Electricity Act, 2003.

Sales to any third party other than CSPTradeco shall cease and regular supply of electricity to the CSPTradeco in accordance with all the provisions of this Agreement shall commence and be restored within five (5) days on which CSPTradeco pays the due payment to Company and renews the Letter of Credit as per the provisions of this Agreement.

Order of Precedence:

- 9.1.11 The order of operating the payment security mechanism in case of payment default by CSPTradeco shall be as under:
 - (i) Operation of Letter of Credit, and
 - (ii) Sale to third party



10. ARTICLE 10: FORCE MAJEURE

10.1 Definitions

For the purpose of this Agreement, the following terms shall have the meaning given hereunder.

10.1.1 Affected Party

- (i) An affected Party means CSPTradeco or the Company, whose performance has been affected by an event of Force Majeure.
- (ii) An event of Force Majeure affecting the CTU, which has affected the Interconnection Point(s) thereby causing inability of CSPTradeco to evacuate power from the Power Station, shall be deemed to be an event of Force Majeure affecting CSPTradeco subject to CTU and CSPTradeco complying with other requirements of this Article
- (iii) Any event of Force Majeure affecting the performance of the Construction Contractor or Fuel Oil Supplier or Coal Supplier or the transport contractors under the Fuel Oil Supply Agreement and the Coal Supply Agreement shall be deemed to be an event of Force Majeure which materially and adversely affects the obligations of the Company, subject to the Company and such Construction Contractor, Fuel Oil Supplier, Coal Supplier, transport contractors under the Fuel Oil Supply Agreement and the Coal Supply Agreement complying with the other requirements of this Article.

10.1.2 Force Majeure

10.1.3 A Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- (i) Natural Force Majeure Events-act of God, including but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado; and
- (ii) Non Natural Force Majeure Events

The block contains a handwritten signature in black ink on the left and a circular official stamp of CSPTradeco on the right. The stamp features the company name and other details around its perimeter.

A handwritten signature in black ink, appearing to be 'C. S. Tradeco'.

- (a) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- (b) Radio active contamination or ionising radiation originating from a source in India or resulting from another Non Natural Force Majeure Event excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the site by the Affected Party or those employed or engaged by the Affected Party; or
- (c) Industry wide strikes and labour disturbances having a nationwide impact in India
- (d) Any explosion, accident, breakage of facilities, plant or equipment, structural collapse or a chemical contamination caused by a person not being the Affected Party and not being due to inherent defects in the Project or the Transmission Facilities, or
- (e) Any epidemic, plague or quarantine, or
- (f) Meteorite crash, air crash, damage caused by objects falling from aircraft, or other flying devices or vehicles, pressure waves caused by aircraft or aerial devices travelling at supersonic speed, shipwreck, train wrecks, or
- (g) Strikes, sabotage, go-slows or similar industrial disputes at the Project or at the works of boiler, steam turbine and generator manufacturer, or the Grid excluding such events which are Site specific / and/or attributable to the Company or such manufacturers, or
- (h) Expropriation, requisition, confiscation, nationalization, export or import restrictions, requirements, action or omissions to act on the part of any Government Instrumentality or any person controlled by a Government Instrumentality; or
- (i) Archaeological findings that were not reasonably foreseeable or discovery of historically significant artifacts on the Site; or
- (j) The revocation or cancellation or delay in renewing (other than for cause) of any Consent; or
- (k) Acts of government, or compliance with such acts, which directly affects such Party's ability to perform its obligations hereunder, or



(l) Any event or circumstance of a nature analogous to any of the foregoing.

10.1.4 Force Majeure shall not include

- (i) Any event or circumstance which is within the reasonable control of the Parties; and
- (ii) The following conditions, except to the extent that they are consequences of an event of Force Majeure;
 - (a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Generating Station;
 - (b) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (c) Strikes or labour disturbance at the facilities of the Affected Party;
 - (d) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
 - (e) Non-performance caused by, or connected with, the Affected Party's negligent or intentional acts, errors or omissions, failure to comply with an Indian law, or breach of or default under this Agreement.

10.2 Notice of Force Majeure Event

10.2.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure.

10.2.2 Such notice shall be a pre-condition to the entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation.

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10.2.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

10.3 Available Relief for a Force Majeure Event

10.3.1 Available relief for a Force Majeure event shall be limited to the extent that no Party shall be in breach of its obligations pursuant to this Agreement including liability to make payments to the extent that the performance of its obligations was prevented hindered or delayed due to a Force Majeure event.

10.3.2 However the extension of time for such payment as mentioned in Article 10.3.1 shall be allowed as per the relevant provisions of this Agreement.

10.3.3 Extended Force Majeure

The continuance of an event of Force Majeure for a period of 18 consecutive months shall constitute Extended Force Majeure. In the event of an Extended Force Majeure, either party may terminate the Agreement without any further liability to either party from the date of such termination.



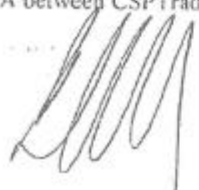
11. ARTICLE 11: ASSIGNMENTS AND SUCCESSION


11.1 Succession and Assignment:

11.1.1 In the event of CSPTradeco's rights and obligations under this Agreement are assigned to and / or succeeded by any other entity(s) through a future scheme of reorganisation at a subsequent date during the term of this Agreement, either by way of formation of subsidiaries or spin-off or splitting off or re-configuration into one or more entities, then the Company and CSPTradeco shall proceed as under:

(i) The generation capacity contracted under this Agreement shall be assigned and allocated amongst the successor companies/ restructured company (ies) of CSPTradeco in the manner, proportion and from such date as may be specified in the said scheme of reorganisation.

(ii) This PPA shall be substituted by new power purchase agreement(s) between the successor entities for the capacity allocation as set out in such scheme for reorganisation.




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12. ARTICLE 12: GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of the appropriate courts in Bilaspur (Chhattisgarh).



13. ARTICLE 13: CHANGE IN LAW

13.1 "Change in Law" means the occurrence of any of the following after the Effective Date of this Agreement resulting into any additional recurring/non recurring expenditure by the Company or any income to the Company:

- (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any Law, statute, decree, ordinance or other law, regulation, code or rule by any Indian Governmental Instrumentality or a change in its interpretation of any Law by a Competent Court of Law, tribunal government or statutory authority; or
- (ii) the imposition by any Indian Governmental Instrumentality of any material condition in connection with the issuance, renewal, modification, revocation or non-renewal (other than for cause) of any Consent, Clearances and Permits after the Effective Date of this Agreement; or
- (iii) any change in tax or introduction of any tax or surcharge or cess levied or similar charges by the Indian Governmental Instrumentality on the generation of electricity but shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Company or change in respect of UI Charges or frequency intervals by the Commission.

13.2 Compensation for Change in Law:

13.2.1 As a result of Change in Law, the compensation for any increase/decrease in revenues or cost to the Company shall be determined and effective (adjustment in monthly Tariff) from such date, as mutually decided, shall be payable subject to rights of appeal provided under applicable Law. Provided that the compensation shall be payable only if and for increase/ decrease in revenues or cost to the Company is in excess of an amount equivalent to 1% of the total amount of Letter of Credit for twelve (12) months in aggregate for any Financial Year.

13.3 Notice of Change in Law:

13.3.1 If Company is affected by a Change in Law in accordance with Article 13 and wishes to claim a Change in Law under this Article, it shall give notice to CSPTradeco of such Change in Law and the effect on Company of the matter, as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.





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13.3.2 The Company shall be obliged to serve a notice to CSPTradeco if it is beneficially affected by a Change in Law. In case Company has not provided such notice, CSPTradeco shall have the right to issue such notice to Company.



14. ARTICLE 14: EVENT OF DEFAULT AND TERMINATION

14.1 Company Event of Default

The occurrence of and continuation of any of the following events shall constitute the Company Event of Default unless such an event occurs as a result of CSPTradeco Event of Default or due to a Force Majeure Event;

- i) The Company does not rectify its breach within a period of thirty (30) days from a notice from CSPTradeco in this regard and repudiates this Agreement; or
- ii) The Company fails to make payments, if any, to CSPTradeco in respect of its obligations under this Agreement for more than 90 days for an amount exceeding Rupees Twenty Five lakhs (Rs. 25 lakhs); or
- iii) if
 - a) the Company assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Station in contravention of the provisions of this Agreement; or
 - b) the Company transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee; or
- iv) if (a) the Company becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Company, or (c) the Company goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law; or
- v) except where due to any CSPTradeco's failure to comply with its material obligations, the Company is in breach of any of its material obligations pursuant to this Agreement; or



[Handwritten Signature]
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- vi) Non performance of obligation by the Company as per Article 4.2 of this Agreement;
- vii) Occurrence of any other event which is specified in this Agreement to be a material breach or default of the Company.

14.2 CSPTradeco Event of Default

The occurrence of and continuation of any of the following events shall constitute CSPTradeco Event of Default unless such an event occurs as a result of Company Event of Default or due to a Force Majeure Event:

- i) CSPTradeco does not rectify its breach within a period of thirty (30) days from a notice from Company in this regard and repudiates this Agreement; or
- ii) CSPTradeco fails to make payments to the Company in respect of its obligations under this Agreement for more than thirty (30) days after the Due Date for any portion of the undisputed part of a Monthly Bill or Supplementary Bill; or
- iii) if (a) CSPTradeco becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against CSPTradeco, or (c) CSPTradeco goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law; or
- iv) except where due to any Company's failure to comply with its material obligations, CSPTradeco is in breach of any of its material obligations pursuant to this Agreement.
- v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of the CSPTradeco.

14.3 Procedure in case of Event of Default

- i) Upon the occurrence of an Event of Default by either Party pursuant to Article 14.1 or Article 14.2 above, the non defaulting Party shall have the right to issue a default notice ("Notice of Default") with a copy to the Appropriate Commission specifying the reasonable details giving rise to such Notice of Default.



- ii) On receipt of the Notice of Default, the defaulting Party shall take immediate steps to cure such a default within a period of sixty (60) days from the receipt of the Notice of Default with due notice to the non defaulting Party of the steps taken to cure the above default.
- iii) In the event the reasons leading to the default have been cured to the reasonable satisfaction of the non defaulting Party, the notice of default shall cease to have any effect.
- iv) In the event the Defaulting Party is unable to cure the default to the reasonable satisfaction of the non defaulting Party within the period specified in the sub clause (ii) above, the provisions of Article 14.4 shall apply.

14.4 Termination for Event of Default

Owing the expiration of the cure period set forth herein, the Party giving notice may exercise its rights pursuant to this Agreement by delivery of a written notice for terminating this Agreement ("a Termination Notice").

The notice of termination shall be served carrying a fifteen (15) days notice by;

- i) The Company, in case of CSPTradeco Event of Default;
 - ii) CSPTradeco, in case of Company Event of Default
 - iii) Either Party if it is affected by a Force Majeure Event and is unable to perform any obligations required to be performed under this Agreement due to Force Majeure for a continuous period of 18 months; or
 - iv) The Company, in the event of enactment of any law or regulation or any subsequent act of any Governmental Instrumentality which makes the performance of this Agreement impossible for it.
- 14.5 Upon the expiry of the Termination Notice, the Party which served the notice shall be entitled to terminate this Agreement under intimation to the other Party unless the event leading to the Termination Notice has been rectified or complied with to the satisfaction to the Party which issued the Termination Notice.

14.6 Consequences of Termination

14.6.1 Consequence of Termination for Company Event of Default

Where this Agreement is terminated by CSPTradeco pursuant to Article 14.5 for a Company Event of Default, the Company shall pay as compensation to CSPTradeco an amount equal to a sum of three (3) months Tariff payments calculated in accordance with Article 14.6.4 below.

However, in case any compensation decided by the Appropriate Commission for relinquishment of the transmission access is payable by CSPTradeco then such compensation amount shall be additionally payable by the Company.

Such amount shall be paid within thirty (30) days of the day of termination of this Agreement.

14.6.2 Consequence of Termination for CSPTradeco Event of Default

Where this Agreement is terminated by the Company pursuant to Article 14.5 for a CSPTradeco Event of Default, CSPTradeco shall pay as compensation to the Company, an amount equal to a sum of three (3) months Tariff payments calculated in accordance with Article 14.6.4 below:

Such amount shall be paid within thirty (30) days of termination of this Agreement.

14.6.3 Consequence of Termination for Extended Force Majeure

Where this Agreement is terminated by either Party pursuant to an Extended Force Majeure in accordance with this article 10.3.3, then in such event this Agreement shall stand terminated without any further liability to either party from the date of such termination subject to provisions under Article-8.2 & 8.3 of the IA.

14.6.4 Calculation of termination payments

Termination payments shall be the Monthly Capacity Charge and Monthly Energy Charge for the number of Months set out in 14.6.1 and 14.6.2, assuming Normative PLF of 85% and Capacity Charges, cost of Coal and Fuel Oil being the average of such costs over the last twelve (12) Months of this Agreement.



15. ARTICLE 15: DISPUTE RESOLUTION & ARBITRATION

- 15.1.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement including its existence or validity or termination (collectively called "Dispute") by giving a written notice to the other Party, containing a description of the Dispute, the grounds for such Dispute and all written material in support of its claim.
- 15.1.2 The other Party shall, within thirty (30) days of issue of Dispute notice issued under Article 15.1, furnish counter-claim and defences, if any, regarding the Dispute and all written material in support of its defences and counter-claim.
- 15.1.3 Within thirty (30) days of issue of notice by any Party pursuant to Article 15.1, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days of receipt of the notice referred to in the preceding sentence, the Dispute shall be referred for Dispute Resolution in accordance with Article 15.2 unless the above period of thirty (30) days is mutually extended.

15.2 Dispute Resolution:

- 15.2.1 All Disputes between the parties herein arising out of or in connection with this Agreement shall be endeavoured to be settled amicably through mutual discussions between the Parties, failing which, it shall be referred to the dispute resolution mechanism in accordance with following procedure.
- 15.2.2 Where any Dispute arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any party which partly or wholly relate to any change in the Tariff or determination of any such claims could result in change in the Tariff or relates to any matter agreed to be referred to the Appropriate Commission under the provisions of Law, such Dispute shall be submitted to adjudication by the Appropriate Commission. The obligations of both the parties under this Agreement shall not be affected in any manner by reasons of inter-se disputes.

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CSPTRAD

15.2.3 If the Dispute arises out of or in connection with any claims not covered in Article 15.2.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. The Arbitration tribunal shall consist of three (3) arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules.

15.2.4 The place of arbitration shall be Raipur, India. The language of the arbitration shall be English. The arbitration tribunal's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof. The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.

15.2.5 Notwithstanding the existence of any Dispute and difference referred to the Arbitral Tribunal as provided in Article 15.1.3 and save as the Arbitral Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.



16. ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 Amendment

Any amendment (s) to this Agreement shall be in writing signed by all the Parties and only after prior written consent of GoCG.

16.2 Language

The language of this Agreement and all written communication between the Parties relating to this Agreement shall be in English.

16.3 Confidential Information

The Parties herein shall at all time during the continuance of this Agreement use their reasonable endeavours to keep all information relating to technical and commercial aspects affecting their business as confidential and accordingly no Party shall disclose the same to any other person unless the information which at the time of disclosure was in the public domain.

16.4 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement unless the part held invalid or unenforceable is fundamental to this Agreement.

If for any reason, if any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any Competent Court of Law or any other Indian Governmental Instrumentality to be invalid, illegal or unenforceable then, both the Parties will negotiate in good faith with a view to agree on one or more provisions which may be substituted/replaced for such invalid, illegal or unenforceable provision. Failure to agree upon any such provision shall not be subjected to dispute resolution under the Agreement or otherwise.

16.5 Compliance with Law

Despite anything contained in this Agreement, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.



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16.6 Taxes and Duties

Subject to Article 8.7, the Company shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed / levied on the Company, its contractors or their employees that are required to be paid by the Company as per the Law in relation to the operation of the Generating Station and for providing services as per the terms of this Agreement.

16.7 Promoters Equity in the Company

Unless otherwise permitted by GoCG, the aggregate equity contribution of the Company with which the MOU was signed shall not be less than fifty one percent (51%) during the construction period of the project and until two (2) years following the commencement of the commercial operation of the Power Station.

16.8 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

16.9 Waiver

16.9.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

16.9.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

16.10 Entirety

16.10.1 This Agreement is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

16.10.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or supply of power up to the Contracted Capacity under this Agreement to CSP Tradeco by the Company shall stand superseded and abrogated.

16.11 Affirmation

The Company and CSPTradeco both affirm that:

- a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
- b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the Company and CSPTradeco hereby undertake not to engage in any similar acts during the term of Agreement.

16.12 Notices

16.12.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

16.12.2 All notices must be delivered personally, by registered post or any method duly acknowledged or facsimile to the addresses below:

16.12.3 If to the Company, all notices or other communications which are required must be delivered personally, by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address : G-3A/4-6, Kamanwala Chambers,
New Udyog Mandir-2, Mogul lane,
Mahim (West),
Mumbai-400016.


Attention : Mr. R.K.Gupta, C.E.O.

Email : rk.gupta@dbpower.in

Fax. No. : 022-39804793

Telephone No. : 022-39888840





Managing Director
CSP TRAD CO, Raipur

16.12.4 If to CSPTradeco, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Name & Address: ED/CE(Technical Cell),
CSP Trading Company Ltd.,
2nd Floor,
Vidyut Sewa Bhawan, Raipur-492013.

Email : ce.techcell@gmail.com

Fax. No. : 0771-2242955

Telephone No. : 0771-2574117

16.13 No Consequential or Indirect Losses

The liability of the Company and CSPTradeco shall be limited to that explicitly provided in this Agreement. Provided that notwithstanding anything contained in this Agreement, under no event shall the Company or CSPTradeco claim from one another any indirect or consequential losses or damages.

16.14 Remedies

Where this Agreement provides for any rebate or other remedies for any breach or shortfall in performance, the parties shall not be entitled to make any other claim or pursue other remedies under law.

16.15 Assignment

16.15.1 This Agreement shall not be assigned by either Party other than by mutual agreement between the Parties in writing.

16.15.2 Subject to Article 16.9, a Party may assign its rights and transfer its obligations under this Agreement to its Affiliate with the prior consent of the other Party, which shall not be unreasonably withheld.



Lab

Provided that:

- (i) an entity shall qualify as an "Affiliate" of the Party if it, directly or indirectly, controls, is controlled by or is under common control of such Party; the term "control" meaning ownership of more than fifty percent (50%) of the equity share capital or voting rights of such Party or the power to appoint a majority of the board of directors of such Party;
- (ii) such affiliate has the ability to perform all obligations of the Party under this Agreement; and
- (iii) such affiliate expressly assumes such obligations;

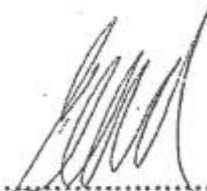
16.15.3 Notwithstanding the provisions of Article 16.15.2, the Company may, for the purpose of financing of the Project under the Financing Agreements, with CSPTradeco's consent, which consent shall not be unreasonably withheld, assign or create security over its rights and interests of:

- (i) the Agreement and the Project;
- (ii) the Site;
- (iii) the movable property and intellectual property of the Company; and
- (iv) the revenues or any of the rights or assets of the Company;
- (v) CSPTradeco shall execute the required consent to such assignment of the required acknowledgement of the creation of such security in accordance with this Article 16.15.3, as is reasonably requested by the Company to give effect to such assignment or creation of security and CSPTradeco will effect such assignment in form and substance acceptable to CSPTradeco and the Lenders.

16.15.4 CSPTradeco may assign its rights and transfer its obligations under this Agreement to any entity that is formed as a result of a merger, consolidation or reorganisation of CSPTradeco and provided that such resulting entity expressly assumes all obligations of CSPTradeco under this Agreement and is in a position to perform them.

IN WITNESS WHEREOF the Parties have executed these presents through their authorized representatives at Raipur, Chhattisgarh.

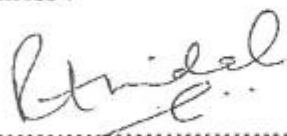
For and on behalf of:
M/S DB POWER LTD.



.....
Signature

(Name: Irfan Quareshi
Designation: General Manager
For, DB POWER LIMITED
Seal:

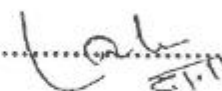
Authorized Signatory

In the presence of:
Witness :

1. 
.....
(Signature of the Witness)
Name: RANJAN JINDAL
Designation: AGM (P&A)
VISA POWER LTD.


2. 
.....
(Signature of the Witness)
Name: MD. ZAKIR, ASST. MANAGER
Designation: DB POWER LTD.

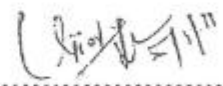
For and on behalf of:
CHHATTISGARH STATE
POWER TRADING COMPANY
LIMITED (CSPTadeco),
RAIPUR


.....
Signature

(Name: V.K.SHRIVASTAV
Designation: Managing Director
Seal: Managing Director
CSPTCE, Raipur (CG)

In the presence of:
Witness :

1. 
.....
(Signature of the Witness)
Name: A.K. GARG
Designation: ED (Tech. Cell), CSPTadeco

2. 
.....
(Signature of the Witness)
Name: U. K. CHOWDHURY
Designation: SE (Tech Cell), CSPTad. CL



17. SCHEDULE 1: TARIFF SCHEDULE

The calculation of applicable Tariff for the Contracted Capacity and the calculation of Energy Charges for the Contracted Energy shall be as per the provisions as laid down in 'Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2009' and as amended from time to time.

1.1 The method of determination of Tariff payments for any Tariff Year during the Term of Agreement shall be in accordance with that set out in the CERC Tariff Regulations, except as otherwise specifically provided in this Schedules - I.

1.2 Paragraph - 2 of this Schedule - 1 sets out the method of determination of Annual Capacity Charges and the Monthly Capacity Charges required for determination of monthly Capacity Charges payment. Paragraph - 3 sets out the method of determination of Energy Charge payments, accounting for the Contracted Capacity and the Contracted Output (at energy charge).

2. Annual Capacity Charges and Monthly Capacity Charges

2.1 The Annual Capacity Charges or Annual Fixed Charges shall consist the following as per CERC Regulations:

- (i) Return on equity;
- (ii) Interest on loan capital;
- (iii) Depreciation;
- (iv) Interest on working capital;
- (v) Operation and maintenance expenses;
- (vi) Cost of secondary fuel oil;
- (vii) Special allowance in lieu of R&M or separate compensation allowance, wherever applicable.

2.2 The Annual Capacity Charge shall be calculated based on the following financial parameters and formula:

- (i) Capital Cost of the Project as finalized in accordance with CERC Regulations and as approved by the Lenders

- (ii) Debt and Equity as per CERC Regulations with equity not exceeding 30% of the Capital Cost and with debt having the principal amount, effective interest rate and tenors as per the Financing Agreements.
- (iii) Depreciation as per CERC Regulations applicable for the Project
- (iv) Return on equity grossed up for Tax in accordance with CERC Regulations;
- (v) O&M expenses calculated in accordance with CERC Regulations as applicable for the Project,
- (vi) Interest on Working Capital calculated in accordance with the CERC Regulations in respect of the Project and
- (vii) Secondary Fuel Oil calculated in accordance with CERC Regulations

2.3 Annual Capacity Charge Formula

Annual Capacity Charges shall be calculated taking into account the Installed Capacity and the Saleable Capacity of the Project and shall be determined using the following formulae:

$$ACC_{yn} = \frac{CC_{yn} * IC}{SC}$$

where:

CC_{yn} is the Capacity Charge for the Tariff Year n determined in accordance with Paragraph 2.1 and 2.2 above, (in Rupees) ;

SC is the Saleable Capacity of the Project during the Tariff Year n (in kW) which is equal to Installed Capacity minus the capacity equivalent to the energy to be supplied at Energy Charge to CSPTradeco;

IC is the Installed Capacity of the Project.

ACCyn is the Annual Capacity Charges for the Tariff Year n (in Rupees);

2.4. Monthly Capacity Charge formula:

The capacity charge (inclusive of incentive) payable for a calendar month (MCCtotal) shall be calculated in accordance with the following formulae:

(a) If the Project is in commercial operation for less than ten (10) years on 1st April of the financial year:

MCCtotal = ACCyn x (NDM / NDY) x (0.5 + 0.5 x PAFM / NAPAF) (in Rupees)

Provided that in case the plant availability factor achieved during a financial year (PAFY) is less than 70%, the total capacity charge for the year shall be restricted to

ACCyn x (0.5 + 35 / NAPAF) x (PAFY / 70) (in Rupees).

(b) If the Project is in commercial operation for ten (10) years or more on 1st April of the financial year:

MCCtotal = ACCyn x (NDM / NDY) x (PAFM / NAPAF) (in Rupees).

Where,

- MCCtotal = Total Monthly Capacity Charge for the Project
ACCyn = Annual Capacity Charge calculated for the year n as per Para 2.3,
NAPAF = Normative annual plant availability factor in percentage as per CERC Regulations
NDM = Number of days in the month
NDY = Number of days in the year
PAFM = Plant availability factor achieved during the month, in percent
PAFY = Plant availability factor achieved during the year, in percent

2.5 The PAFM and PAFY shall be computed in accordance with the following formula:

PAFM or PAFY = 10000 x sum(DCi) / { N x IC x (100 - AUX) } %

Where,



Handwritten signature and stamp: Managing Director, CSP TRAD CO., Bar

AUX = Normative auxiliary energy consumption in percentage as per CERC Regulations

DCi = Average Declared Capacity (in ex-bus MW), subject to clause 21(4) of CERC Tariff Regulations 2009-14, for the ith day of the period i.e. the month or the year as the case may be, as certified by the concerned load dispatch centre after the day is over.

IC = Installed Capacity (in MW) of the Project

N = Number of days during the period i.e. the month or the year as the case may be.

2.6 Monthly Capacity Charge payable by CSPTradeco:

The Monthly Capacity Charge payable by CSPTradeco shall be in proportion to the Contracted Capacity as per following formula:

$$MCC_{csptadeco} = MCC_{total} * \text{Contracted Capacity} / \text{Installed Capacity}$$

3.1 Monthly Energy Charge

The energy charge shall cover the Coal cost and shall be payable by CSPTradeco for the energy scheduled to be supplied during the calendar month on ex-power plant basis including the energy corresponding to Contracted Output, at the energy charge rate of the month (with fuel price adjustment). Energy Charge payable by CSPTradeco for a month shall be:

$$EC_m = ECR_m * SE_m$$

Where,

EC_m is the Energy Charge payable by CSPTradeco for the month m (In Rupees)

ECR_m is the Energy Charge rate in Rs./kWh for the month m and

SE_m is the CSPTradeco Scheduled energy(ex-bus) for the month m in kWh as per REA

3.2 Energy Charge rate (ECR) in Rupees per kWh on ex-power plant basis shall be determined to three decimal places in accordance with the following formulae :

$$ECR = \{ (GHR - SFC \times CVSF) \times LPPF / CVPF \} \times 100 / (100 - AUX)$$

Where,

AUX = Normative auxiliary energy consumption in percentage as per CERC Regulations

CVPF = Gross calorific value of Coal-as fired, in kCal per kg for the month.

CVSF = Calorific value of secondary fuel, in kCal per ml for the month

ECR = Energy Charge rate, in Rupees per kWh sent out for the month

GHR = Gross station heat rate, in kCal per kWh as per CERC Regulations

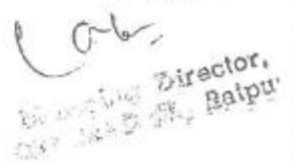
LPPF = Weighted average landed price of Coal, in Rupees per kg for the month.

SFC = Specific fuel oil consumption, in ml per kWh as per CERC Regulations

3.3 Landed Cost of Coal

The landed cost of Coal for the month shall include price of Coal corresponding to the grade and quality of Coal inclusive of royalty, taxes and duties as applicable, transportation cost by rail / road or any other means, costs associated with handling of Coal and arrived at after considering normative transit and handling losses as percentage of the quantity of Coal dispatched by the Coal supply company during the month as per CERC Regulations :





Annexure P-8

(130)



CHHATTISGARH STATE POWER DISTRIBUTION CO.LTD.

(A Government of Chhattisgarh Undertaking) (A Successor Company of CSEB)

CIN:U40108CT2003SGC015822

OFFICE OF CHIEF ENGINEER (Regulatory Affairs & Power Management)

Ph: (0771) 2574441 (Fax) 2574443, website: www.cspdcl.co.in Email: ce@comceb@rediff.com



No.02-02/ACE-II/1473

Raipur, Dt: 11/08/2017

To

M/s D B POWER LIMITED,
3rd Floor, Naman Corporate Link,
Opp. Dena Bank, C-31, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-51.

Sub: Certification from DISCOM.

Ref: Your letter no. 08082017 dtd. 08.08.17.


Dear Sir,

In the above subject matter, as desired vide letter cited under reference, the Certificate regarding long term power purchase agreement executed between M/s DB Power Ltd. and Chhattisgarh State Power Trading Co. Ltd. and back to back arrangement between CSPTdCL and CSPDCL is enclosed herewith for onward submission to Coal India Limited & Central Electricity Authority.

Thanking you.

Encl:- As above.

Yours Sincerely,


Chief Engineer(RA&PM)
CSPDCL: Raipur

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CHHATTISGARH STATE POWER DISTRIBUTION CO.LTD.
(A Government of Chhattisgarh Undertaking) (A Successor Company of CSEB)
CIN:U40108CT2003SGC015822



CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s DB Power Limited are supplying 5% of the net power (gross power generated minus the auxiliary consumption) generated by both the units of their 2x600 MW Thermal Power Plant (TPP) at Village Baradarha in Janjgir-Champa District in Chhattisgarh to Chhattisgarh State Power Trading Co. Ltd. (CSPTdCL) under the long term Power Purchase Agreement (PPA) dated 05.01.2011 entered into between M/s DB Power Ltd. and CSPTdCL. As per the terms and conditions of the said PPA, M/s DB Power Ltd. are required to supply 5% of the net power generated from both the units of their above-mentioned TPP.

This is to further certify that in line with the directives of the Government of Chhattisgarh, M/s DB Power Ltd. and CSPTdCL will be signing a Supplementary PPA to the aforesaid PPA dated 05.01.2011 according to which M/s DB Power Ltd. will supply only 5% of the net power generated by its 2x600 MW TPP at Village Baradarha in Janjgir-Champa District in Chhattisgarh, to CSPTdCL throughout the life time of the said TPP.

It is further certified that the afore-mentioned 5% power being supplied to CSPTdCL is being procured back-to-back by Chhattisgarh State Power Distribution Company Ltd.


Managing Director
CSPDCL: Raipur



CHHATTISGARH STATE POWER TRADING CO. LTD

Regd. Office : 2nd floor, Vidhyut Sewa Bhawan, Dangania, Raipur

(A Government of Chhattisgarh Undertaking)

CIN : U40100CT2008SGC020994

No. CE/ Trading/Tech Cell/ 231

/ Raipur, Dated 27-07-2020

To

Ms. D.B. Power Ltd.
3rd Floor, Human Resource Link
Opp. Dena Bank C-31 G Block
Bandra-Kurja Complex, Bandra (E)
Mumbai - 400051, Maharashtra

Sub - Tariff order dt. 30.05.2020 passed by Chhattisgarh State Electricity Regulatory Commission.

It is observed that the monthly energy invoices is being raised by you against the 5% power supplied to CSPTdCL @ Rs.1.60 per unit. Vide order dt. 30.05.2020 cited above under reference, CSERC has clarified that for the Generators whose tariff has been so determined, energy charges for FY 2020-21 shall be billed at the latest tariff determined by the Commission. For others whose tariff is yet to be determined by the Commission, the energy charges shall be billed @ Rs.1.60 per Kwh. This can be observed in Page No.226 of CSERC's aforesaid order. The relevant pages of the order is being enclosed herewith for your ready reference and further needful action.

Encl: As above.

Chief Engineer (Tech. Cell)
CSPT Trading Co. Ltd : Raipur

Copy to :

CE(RA&PM), CSPDCL, Raipur

CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION

RAIPUR



Chhattisgarh State Power Generation Co. Ltd.	P. No. 02/2020 (T)
Chhattisgarh State Power Transmission Co. Ltd.	P. No. 03/2020 (T)
Chhattisgarh State Load Despatch Centre	P. No. 04/2020 (T)
Chhattisgarh State Power Distribution Co. Ltd.	P. No. 12/2020(T)

Present: D. S. Misra, Chairman
Arun Kumar Sharma, Member
Vinod Deshmukh, Member (Judicial)

In the matter of-

1. Chhattisgarh State Power Generation Company Ltd. (CSPGCL) Petition for final true-up for FY 2017-18 and FY 2018-19;
2. Chhattisgarh State Power Transmission Company Ltd. (CSPTCL) Petition for final true-up for FY 2017-18 and FY 2018-19;
3. Chhattisgarh State Load Despatch Centre (CSLDC) Petition for final true-up for FY 2017-18 and FY 2018-19;
4. Chhattisgarh State Power Distribution Company Ltd. (CSPDCL) Petition for final true-up for FY 2017-18, provisional true up for FY 2018-19, and determination of Retail Supply Tariff for FY 2020-21.

ORDER

(Passed on 30/05/2020)

1. As per provisions of the Electricity Act, 2003 (hereinafter referred as 'the Act') and the tariff policy, the Commission has notified the Chhattisgarh State Electricity Regulatory Commission (Terms and Conditions for determination of tariff according

Table 7-33: Energy Purchase (MU) as projected by Commission for FY 2020-21

Sr. No.	Source	Energy Availability (MU)	Energy Purchase			Energy Surrender (purchase) (MU)
			From Thermal generating Stations	From Other Sources	Total	
1	CDS Stations	13,595.23	10,769.88	582.69	11,352.57	4,242.65
2	CSPGCL Stations	20,077.49	13,327.51	6,722.70	20,050.21	27.28
3	Biomass	686.28	-	686.28	686.28	-
4	Solar	571.60	-	571.60	571.60	-
5	Hydel and Other RE sources	94.05	-	94.05	94.05	-
6	Concessional Power	1,530.87	-	1,530.87	1,530.87	-
7	Short Term Purchase	-	124.49	-	124.49	(124.49)
8	Total Energy purchase at Generator End	38,555.53	24,221.87	10,189.20	34,410.08	4,145.45
9	Less: Inter State Transmission Losses	482.54	333.24	18.03	351.27	131.27
10	Less: Input to Distribution at 33 kV	150.75	-	150.75	150.75	-
11	Gross Energy Purchase at State Periphery	37,922.23	23,888.64	10,019.42	33,908.06	4,014.18
12	Less: Sale to Power to Telangana State	6,159.09	-	6,159.09	6,159.09	-
13	Net Energy Purchase at State Periphery (A)	31,763.14	23,888.64	3,860.33	27,748.97	4,014.18

From the above table, it is observed that surplus energy available has been projected as surrendered. The weighted average cost of surrendered energy is estimated at Rs. 2.99/kWh.

Annual Fixed Cost and Variable Cost

Regarding the purchase from Central generating Stations, CERC Orders for Annual Fixed Cost for FY 2020-21 are not available and are likely to be issued during FY 2020-21. Hence, the Commission has considered the Annual fixed cost as submitted by CSPDCL.

Regarding purchase from State generating stations, the Commission has considered the revised Annual Fixed Charges (AFC) with respect to AFC as approved in MYT Order. The cost of power supplied by Marwa power plant which shall be sold to Telangana has been considered inclusive of trading margin of 7 paise /kWh.

The Commission had estimated the purchase of concessional power at a weighted average rate of Rs. 1.60/kWh for the year 2017-18, pending determination of tariff. For the subsequent years i.e. FY 2018-19, FY 2019-20, the same rate has been continued. However, meanwhile, the Commission has determined tariff in respect of concessional power of majority of generators. It is, therefore, clarified that for the generators whose tariff has been so determined, energy charges for FY 2020-21 shall be billed at the latest tariff determined by the Commission. For others whose tariff is yet to be determined by the Commission, the energy charges shall be billed at the rate of Rs. 1.60/kWh.

Further, the Government of India has announced Atmanirbhar Bharat special economic and comprehensive package on May 13, 2020, wherein liquidity infusion of Rs. 90,000 Cr. is to be given to distribution licensees against receivables and loans against State Government Guarantees for discharging liabilities to Central Sector power utilities. Further, the Ministry of Power, vide letter No. 11/16/2020-Th-II dated 15th & 16th May 2020, directed that all Central Public Sector Generation Companies and Central Sector Public Transmission Company may consider to offer rebate of about 20-25% on power supply billed (fixed cost) and inter-State transmission charges, and deferment of fixed charges for power not scheduled without interest, etc. The Commission has considered the impact of such estimated rebate as Rs. 113.43 Cr. while considering power purchase cost for FY 2020-21.

RPO Obligation and REC Purchase

The RPO percentage has been considered in accordance with the CSERC (RPO and REC Framework Implementation) Regulations, 2016 notified on December 1, 2016. The following RPO percentage is applicable to the quantum of sales to LV, HV and EHV categories for CSPDCL in FY 2020-21:

Year	Solar	Non-Solar	Total
FY 2020-21	5.00%	8.00%	13.00%

To meet the RPO target the shortfall in Solar and Non-solar RE purchase shall be met through purchase of Renewable Energy Certificates (RECs) at the floor rates of Rs. 1.00 per kWh and for Solar and Non-solar REC each. The REC Purchase has been estimated as under:



Chhattisgarh State Electricity Regulatory Commission
Irrigation Colony, Shanti Nagar, Raipur - 492 001 (C.G.)
Ph.0771-4073555, Fax: 4073553
www.cserc.gov.in, e-mail: cserc.sec.cg@nic.in



Petition No. 68 of 2020(T)

In the Matter of:

Petition under section 86 of the Electricity Act, 2003 for truing up of energy (variable) charges as well as for approval of other reimbursable expenses for FY 2019-20 and approval of provisional energy charges and other reimbursable expenses for FY 2021-22.

M/s DB Power Limited

.. Petitioner

Vs

Chhattisgarh State Power Trading Company Ltd

.. Respondent-1

Chhattisgarh State Power Distribution Company Ltd

.. Respondent-2

PRESENT : Hemant Verma, Chairman
: Vinod Deshmukh, Member (Judicial)
: Pramod Kumar Gupta, Member

Appearance : Shri Deepak Khurana, Shri Vikash Adhiya,
Counsels for petitioner
Shri Abhinav Kardekar Counsel for respondent no.1
Shri Vinay Kumar Jain, Shri Biplab Dutta, Counsels
for respondent no.2

ORDER

(Passed on 31/01/2022)

This order is passed in the instant petition filed by M/s DB Power Ltd. under Section 86 of the Electricity Act, 2003, for determination of energy charge rate of the power generated from its coal based thermal power plant of 2X600 MW capacity situated at Village – Badadarha, Distt.- Janjgir Champa. The petitioner is supplying 5% of net generated power from aforesaid generating station to Chhattisgarh State power trading company Limited (CSPTrdCL) at Energy Charge Rate (ECR). CSPTrdCL is further supplying this power to Chhattisgarh State Power Distribution Company Limited (CSPDCL) under back to back power purchase arrangement.

2. Respondent no. 1, CSPTrdCL is engaged in trading in electricity in the State of Chhattisgarh as provided under the provisions of the Electricity Act, 2003.
3. Respondent no. 2, CSPDCL is a distribution licensee in the State of Chhattisgarh and is procuring above power from CSPTrdCL as per the terms of the back to back power purchase agreement.

4. As per Clause 33 of the MYT Regulations, 2015, provides filing of tariff petition by generating companies who are supplying power to distribution licensees of the State directly or through CSPTrdCL. In compliance to aforesaid provision, petitioner has filed this petition for determination of variable cost of above mentioned generating station.
5. As a regulatory process, petitioner has published the gist of the petition in the "The Hitavada", "Deshbandhu" and "Dainik Bhaskar" newspapers on 02.11.2020 for inviting objections/suggestions from the stake holders.
6. In response, Respondent No.1 and 2 filed objections/suggestions.
7. Public hearing was conducted on 08/10/2021.
8. In the petition, Petitioner has made following prayers:
 - (i) True up the Energy (Variable) Charges of Rs. 3.050/unit and reimbursable expenses of Rs. 0.071/unit for the Period 01.04.2019 to 31.03.2020;
 - (ii) Direct the Respondent to pay the difference / shortfall in the energy (variable) charge and reimburse expenses for the period 01.04.2019 to 31.03.2020 forthwith upon approval by this Hon'ble Commission;
 - (iii) Approve the provisional Energy (Variable) Charges of Rs 3.050/unit and provisional reimbursable expenses of Rs 0.071/unit for FY 2020-21;
 - (iv) Direct the Respondent to reimburse the filing fees paid by the Petitioner towards this Petition;
 - (v) Allow carrying cost/interest on amount of differential energy (variable) charges from the date of actually incurring of cost;
 - (vi) Direct the Respondent No.1 to establish payment security mechanism in favor of the Petitioner in accordance with the provisions of the Agreement; and
 - (vii) Condone any inadvertent omissions / errors / rounding off differences / shortcomings and permit the Petitioner to add/alter the Petition and make further submissions as may be required at a future date.

9. **Determination of energy charge**

Provisions of the MYT Regulation, 2015

Clause 41.6 of MYT Regulations, 2015 specify methodology and principle for determination of energy charges of thermal power generating stations for the control period FY 2016-17 to FY 2020-21 and the Commission has followed the same for determining energy charge rate for FY 2019-20 for the power plant in question. Clause 41.6 is as reproduced below:

"The energy charge shall cover the fuel cost (primary fuel as well as secondary fuel), and shall be payable by every beneficiary for the total energy scheduled to be supplied to such beneficiary during the calendar month on ex-power plant basis, at the energy charge rate of the month. Total Energy charge payable to the generating company for a month shall be:

(Energy charge rate in Rs./kWh) x {Scheduled energy (ex-bus) for the month in kWh.}

Energy charge rate (ECR) in Rupees per kWh on ex-power plant basis shall be determined up to three decimal places in accordance with the following formulae for coal based stations:

$$ECR = \{[(GHR - SFC \times CVSF) \times LppF / CVPF] + SFC \times LpSFi\} \times 100 / (100 - AUX)$$

Where,

AUX = Normative auxiliary energy consumption in percentage.

CVPF = Gross calorific value of primary fuel as fired, in kCal per kg, per litre or per standard cubic meter, as applicable.

CVSF = Calorific value of secondary fuel, in kCal per ml.

ECR = Energy charge rate, in Rupees per kwh sent out.

GHR = Gross station heat rate, in kCal per kWh.

LPPF: Weighted average landed price of primary fuel, in Rupees per kg, per litre or per standard cubic meter, as applicable, during the month.

SFC = Specific fuel oil consumption, in ml per kWh.

LPSFi = Weighted Average Landed Price of Secondary Fuel in Rs./ml considered initially."

10. Auxiliary Energy Consumption

Petitioner's submission

Petitioner submitted that normative auxiliary energy consumption of coal based generating stations of 500 MW and above having steam driven boiler feed pumps is 5.25%. Accordingly, Petitioner has claimed 5.25% normative auxiliary energy consumption in accordance with the MYT Regulations, 2015 for FY 2019-20. Actual auxiliary energy consumption for FY 2019-20 as submitted by the petitioner is 5.66%.

Commission's view

The norms of auxiliary energy consumption is 5.25% for the petitioner's plant as specified in MYT Regulations, 2015. Therefore, we have considered normative auxiliary energy consumption as 5.25% for truing up of energy charge rate for FY 2019-20. The petitioner has submitted actual auxiliary energy consumption as 5.66% and the same has been considered by the Commission for sharing gains/losses.

11. Calorific value of primary fuel(CVPF)

Petitioner's submission

The petitioner has claimed the energy charge rate for FY 2019-20 considering GCV as 3,065 kcal/kg and GCV as 2,915 kcal/kg of coal which are on "as received basis" and "as fired basis" respectively.

Respondent's submission

Respondent submitted that petitioner has computed the energy charge rate for FY 2019-20, by reducing 150 Kcal/kg from CVPF "as received basis" to arrived at CVPF "as fired basis" relying on the judgment dated 02.12.2014 passed by the Hon'ble APTEL in Appeal No. 98/2013 whereas CSERC MYT Regulation, 2015 does not provide for drop in the Gross

Calorific Value between "as received basis" and "as fired basis". Further, Respondent submitted that Hon'ble APTEL upholding the Hon'ble Punjab Commission's order where in the Hon'ble Commission had allowed deduction in GCV by 150 Kcal/Kg, after carrying out a study in respect of various power plants in Punjab and the judgment dated 02.12.2014 cannot be generalized for instant Petition.

Commission's view

Commission has considered the submissions of the parties. It is pertinent to mention here that Clause 41.6 of MYT Regulations, 2015 specifies methodology and principle for determination of energy charges of thermal power generating stations. According to the aforesaid clause, CVPF has to be taken as calorific value of primary fuel 'as fired basis' in kcal per kg. Petitioner, relying on order passed by Hon'ble APTEL in appeal no. 98/2013, has deducted 150kcal/kg from GCV as received basis at plant for FY 2019-20 to arrive at the GCV as fired basis. In reply to the Commission's query, petitioner has submitted the details of coal consumption and calorific value based on the data indicated in books of accounts for FY 2019-20.

When GCV "as fired basis" computed from the accounts submitted by the petitioner, it works out to be 3,057 kcal/kg as against 2,915 kcal/kg as claimed by the petitioner. Here it is pertinent to mention that petitioner has relied on the order passed by Hon'ble APTEL in Appeal No. 98 of 2013 for assessing the GCV "as fired basis". As actual GCV "as fired basis" can be computed from the books of the accounts, there is no need to assess the GCV on the basis of aforesaid APTEL order as the facts of the case is different. Hence, Commission considered GCV as 3,057 kcal/kg "as fired basis" for FY 2019-20 for computation of ECR against 2,915 kcal/kg as submitted by the petitioner.

12. Calorific value of secondary fuel (CVSF)

The petitioner has submitted calorific value of secondary fuel as 10,000 kcal/litre for FY 2019-20. The Commission, after prudence check, has considered the same for computation of energy charge rate.

13. Gross Station Heat Rate (GHR)

Petitioner's submission

Petitioner has considered normative GHR as 2,375 kCal/kWh for computation of energy charge rate in accordance with MYT Regulations, 2015.

Commission's view

As the petitioner's plant has achieved CoD on 26/03/2016 i.e prior to 01/04/2016, therefore, this generating station will be categorized as 'existing generating station' in accordance with the MYT Regulations, 2015. Hence, the Commission has considered normative GSHR as 2,375 kCal/kWh for this generating station in accordance with the clause 39.3 (A) of MYT Regulations, 2015. Petitioner has also submitted actual SHR as 2,293 kCal/kWh for FY 2019-20. After prudence check, the same has been considered by the Commission for the purpose of sharing of gains/losses.

14. Weighted average landed price of primary fuel (LPPF)

Petitioner's submission

The petitioner has submitted actual weighted average landed price of primary fuel of Rs. 3510.98/MT for the FY 2019-20 considering normative transit and handling loss at 0.8%.

Respondent's submission

Respondent submitted that the Energy (variable) cost for 5% of net power should be computed considering the weighted average cost of coal from all sources for generating total ex-bus power supplied to all procurer of the Petitioner.

Commission's view

The Commission has considered the submissions of the parties. During scrutiny of the accounts, it is observed that there is a credit of Rs. 10.44 crs. in lieu of adjustment made by railway/transport company. Considering the same and the transit and handling loss as 0.8%, the Commission, after prudence check, has considered the landed price of coal as Rs. 3,473.55/ MT. From perusal of the records, it is observed that petitioner has received 2815742.22 MT coal against the bill quantity of 2811979.39 MT during FY 2019-20, thereby made a gain of 0.13% under the head of transit and handling loss and the same has been considered for sharing of gains and losses.

15. Secondary fuel oil consumption (SFC)

Petitioner's submission

The petitioner has submitted actual secondary fuel oil consumption 0.29 ml/kwh as against the normative value of 0.50 ml/kwh for the FY 2019-20.

Commission's view

The Commission has considered the normative secondary fuel oil consumption for FY 2019-20 as 0.50 ml/kwh in accordance with the MYT Regulations, 2015. Further for the purpose of sharing of gains/losses, the Commission has considered actual secondary fuel oil consumption as 0.29 ml/kwh as submitted by petitioner.

16. Weighted Average Landed Price of Secondary Fuel (LPSF)

Petitioner's submission

The petitioner has claimed actual weighted average landed price of secondary fuel of Rs. 51,606.817/KL for the FY 2019-20.

Respondent's submission

Respondent has submitted that petitioner has not provided any documentary evidence to show the cost incurred by it in procuring secondary fuel and hence requested to direct the petitioner to provide the same.

Commission's view

The Commission has considered the landed price of secondary fuel as Rs. 51,606.817/ KL, after prudence check.

17. **Computation of normative and actual energy charge rate**

The computation of normative and actual energy charge rate for FY 2019-20 is as given in table below:

S. No.	Particular	Unit	FY 2019-20		
			Petition	Normative	Actual
1	Auxiliary Energy Consumption	%	5.25	5.25	5.66
2	CVPF (Calorific value of coal)	kCal /kg	2,915	3,057	3,057
3	CVSF (Calorific value of oil)	kCal /ml	10.00	10.00	10.00
4	GSHR (Station heat rate)	kCal /kWh	2,375	2,375	2,293
5	LPPF (Landed price of coal)	Rs./kg	3.51	3.47	3.44
6	SFC (Quantity of oil consumed)	ml/kWh	0.50	0.50	0.29
7	LPSF (Landed price of oil)	Rs./ml	0.05	0.05	0.05
8	ECR (Ex-Bus)	Rs./kWh	3.05	2.869	2.748

18. **Final energy charge rate for the FY 2019-20 after considering sharing of gains and losses**

The Commission has computed gains/losses in accordance the MYT Regulations, 2015. Accordingly, the Commission approves final energy charge rate for FY 2019-20 as Rs. 2.809/kWh against Rs. 3.050/kWh as claimed by the petitioner. The computation of the same is as given in table below:

S. No.	Particular	Unit	FY 2019-20	
			Normative	Actual
1	ECR (Ex-Bus)	Rs./kWh	2.869	2.748
2	Final ECR after sharing gain & loss	Rs./kWh	2.809	

19. **Reimbursement of water charges and electricity duty on auxiliary consumption**

Petitioner's submission

The petitioner stated that Govt. of Chhattisgarh is levying electricity duty on auxiliary consumption and water charges. The PPA signed with respondent also prescribes that these charges shall be borne by the buyer i.e. State Trading Company.

Respondent's submission

Respondent has submitted that the water charges are actual fixed cost of water to be paid to the government and is not any statutory tax, duties, levies or cess that can be bypassed. It is pertinent to mention that Water charges are covered under clause 38.5 of CSERC Regulations, 2015. That is lays guidelines for recovery of operational and maintenance expenses, and in its sub para 38.5 (f) articulates that water charges should be allowed separately as pass through in tariff on reimbursement basis, in the light of the fact that, water charge is actually the cost of water and instead not any tax or duty as articulated by the petitioner in his submissions. That the cost of water is covered under the operational and maintenance expenses, under clause 35.1 CSERC Regulations, 2015, which is a component of fixed charge. That since the respondents are not purchasing 30% power which entails

payment of fixed charges and variable charges both, therefore, water charges are not payable on 5% of power procured at variable charges. That in light of aforementioned submissions, water charges cannot be allowed.

Commission's view

The Commission has considered the submissions of the parties. The MYT Regulations, 2015, provides for reimbursement of statutory taxes, such as electricity duty, cess, water charges etc. as pass through component. Accordingly, the Commission has allowed the petitioner's claim and CSPTTrCL/CSPDCL is required to pay to the petitioner these charges namely water charges, electricity duty on auxiliary consumption and electricity duty on sale of electricity on actual basis. However, these charges shall be limited only to the proportion of quantum of power purchased by CSPTTrCL/CSPDCL.

20. Reimbursement of ash disposal expenses

Petitioner's submission

The petitioner has submitted that the ash disposal expenses are integral to generation. The coal received at petitioner's plant is of sub-standard quality as compared to that of design coal and has high ash content. Part of the ash generated is disposed in the form of slurry and the balance ash is transported for use in cement industry, brick industry, for paving of roads etc. as per the CSERC MYT Regulations 11.1 (b) & (f) the expenses incurred on account of ash disposal is reimbursable based on the actual cost incurred in disposing the ash.

The petitioner has worked out the fly ash expenses on the basis of following formula:

Fly ash expenses for a year = (Units supplied to CSPTTradeco in that year) / (Total units supplied to all customers in that year) * (Fly ash expenses incurred in that year)

Respondent's submission

It is submitted that, expenses incurred towards ash disposal is a part O&M expenses. Further under Clause 38.6 income from sale of ash is considered as Non- Tariff income which is a component of fixed charge under Clause 35.1 of CSERC Tariff Regulations, 2015. Reimbursement of ash disposal expenses has not been agreed in the PPA. 5% of power is procured at variable charges hence; the question of reimbursement of charges towards ash disposal doesn't arise.

Commission's view

We have considered the submissions of the parties. This issue has already been settled in order dated 01.01.2020 passed in petition 43 of 2017 filed by the petitioner itself. Therefore, there is no need to consider the matter again. Hence claim is denied.

21. Establishment of Payment Security Mechanism

Petitioner's submission

Petitioner submitted that the Article 9.1.1 of the PPA, the Chhattisgarh State Power Trading Co. (CSPTTrCL) is obligated to establish a Payment Security Mechanism (PSM) in form of Letter of Credit (L/C) in favor of the Petitioner. However, the CSPTTrCL has failed to perform this obligation to establish a payment security mechanism despite directive of

Commission's view

Petitioner is allowed carrying cost/holding cost from the date of filing the petition for FY 2019-20 at the rate as approved by the Commission in the relevant tariff orders passed in petitions filed by State Power Companies and shall be computed in line with the computations done by the Commission while passing the tariff orders for State Power Companies.

24. Issue of approving provisional Energy (variable) Charges Rate for FY 2021-22

Petitioner's submission

Petitioner has prayed for approving provisional Energy Charges Rate of Rs 3.050/unit for FY 2021-22.

Commission's view

Commission has considered the same and is of the view that the Commission has already passed an order dated 02.08.2021 in the petition no. 03/2021 as under:

"The availability of power from Concessional Power sources has been considered as submitted by CSPDCL, at the average rate of Rs. 1.60/kWh. In this regard, the Commission has determined tariff in respect of concessional power applicable for majority of generators. It is, therefore, clarified that for the generators whose tariff has been so determined, energy charges for FY 2020-21 shall be billed at the latest tariff determined by the Commission. For others whose tariff is yet to be determined by the Commission, the energy charges shall be billed at the rate of Rs. 1.60/kWh."

It is clear from the above paragraph that the Commission has already allowed the generator to bill CSPDCL as per last tariff order for supply of 5% concessional power

Also, FY 2021-22 has almost elapsed so there is no need to approve any ECR for FY2021-22.

25. Summary

- (i) Considering the gains and losses with respect to normative parameters, ex-bus energy charge rate for FY 2019-20 shall be ₹ 2.809 per kWh against ₹ 3.050 per kWh prayed by the petitioner.
- (ii) As regards to the petitioner's submission for reimbursement of water charges, electricity duty and cess, the Commission is of the view that in the light of specific provisions in the regulations in this regard, water charges, electricity duty and cess paid by the petitioner shall be pass through on reimbursement basis.
- (iii) Petitioner is allowed carrying cost/holding cost from the date of filing the petition for FY 2019-20 at the rate as approved by the Commission in the relevant tariff orders passed in petitions filed by State Power Companies and shall be computed in line with the computations done by the Commission while passing the tariff orders for State Power Companies.

26. We order accordingly.

Sd/-
(Pranod Kumar Gupta)
Member

Sd/-
(Vinod Deshmukh)
Member-Judicial

Sd/-
(Hemant Verma)
Chairman

**BROAD DESIGN
PARAMETERS
(ATTACHMENT-5)**



Attachment - 5**Broad Design Parameters of Boilers, Steam Turbine, Generators and Fuel data****A. Boiler:**

SN	Description	Unit	Value at 100% BMCR	Value at 100% TMCR
1	Type	Controlled circulation, single reheat, semi outdoor type, balanced draft		
2	Boiler Capacity	TPH	1950	1798.15
3	Pressure (at SH outlet header)	Kg/cm ² (g)	178	176.72
4	Main steam temp at SH outlet	Deg C	540 ± 5	540 ± 5
5	Feed water temp at economizer inlet	Deg C	254.6	253.7
6	Main steam temp at reheater outlet	Deg C	540 ± 5	540 ± 5
7	Boiler efficiency	%		Refer Guarantees

B. Steam Turbine:

SN	Description	Unit	Value at 100% TMCR	Value at VWO (with 0 % MU)
1	Type	Multi cylinder, Multi casing, horizontal tandem compound, Reheat, regenerative, condensing, directly coupled with generator		
2	Electrical Power output at Generator Terminal	MW	600	635.511
3	Main steam flow at Inlet of HP Turbine	TPH	1798.158	1906.83
4	Main Steam Pressure at HP Turbine inlet	Kg/cm ² (abs.)	170	170
5	Main steam temp at HP Turbine inlet	Deg C	537	537
6	Condenser Vacuum	Kg/cm ² (abs.)	0.1033	0.1033
7	CW Inlet temp	Deg C	33	33
8	CW Outlet temp	Deg C	42	43



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C. Generator:

SN	Description	Unit	Value at 100% TMCR
1	Rated output	MW	600
2	MVA Rating	MVA	705.9
3	Power factor		0.85 Lagging
4	Terminal voltage	KV	21
5	No. of phases		3
6	RPM		3000
7	Frequency	Hz	50
8	Type of cooling		
	Stator winding		Direct water cooled
	Stator core		Direct H2 cooled
	Rotor		Direct H2 cooled
9	Type of excitation		Brushless
10	Type of AVR		Digital

Light Diesel Oil (LDO)

Specification		Test Method
Acidity (inorganic)		IS : 1460 1995
Ash content by weight (maximum)	0.02%	P : 2
Kinematic Viscosity	2.5 to 15.7 Cst at 40°C	P : 4
Total Sulphur by weight (maximum)	1.8%	P : 25
Flash point (minimum), (Pensky-Martens, Closed)	66°C	P : 33, IP : 336
Pour point (maximum)	15°C for Winter 21°C for Summer	P : 21
Sediment by weight (maximum)	0.10%	P : 10
Water content by volume (maximum)	0.25%	P : 30
Carbon residue (Rams Bottom) by weight (maximum)	1.5%	P : 40
		P : 8



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Attachment-3

PERFORMANCE GUARANTEE SCHEDULE

BHEL hereby confirms only the following Guarantees

A) Guarantees under Liquidated Damages (LD):

S no.	Description	Value
1	Steam Generator Guaranteed Steam Flow @ BMCR	1950 t/h
2	Efficiency of Steam Generator @ TMCR-DC with 33 °C / 60% RH	86.32%
3	Guaranteed Auxilliary Power Consumption for One unit @ TMCR-DC	19400 KW (List of auxiliaries as per Annexure-1)
4	Minimum Guaranteed Gross Turbine Heat Rate	1944 Kcal/ KWHr.
5	Capacity of TG at Generator Terminals (MCR)	600 MW

B) Guarantee under Demonstration (NOT LINKED WITH LD):

S no.	Description	Value
1	Guaranteed Dust Emission at ESP outlet with (N-1) fields in service	50 mg/Nm ³ @ BMCR-DC



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List of auxiliaries for Auxiliary
power consumption Guarantee
(Annexure-1 of Attachment 3)



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Annexure-1

**LIST OF AUXILIARIES FOR AUXILIARY POWER CONSUMPTION GUARANTEE
2X600MW DAINIK BHASKAR
(For BTG offer)-REV.03**

	UNIT AUXILIARIES	No. of auxiliaries working @ TMCR-DC		
1	Boiler feed pumps (Not applicable)			
2	Condensate Extraction pump	2		
3	TG Control fluid system pumps (NA)			
4	Vacuum Pumps	2		
5	Excitation Losses (Not applicable)			
6	ESP (Total Power)	4		
7	I.D. Fans	2		
8	F.D. Fans	2		
9	PA Fans	2		
10	Scanner air fans	1		
11	Mills(No. working)	6		
12	Seal air fans(working)	1		
13	Air heaters(Nos Working)	2		
14	Coal feeders(Nos Working)	6		
15	Lube oil pumps for fans, AH, Mills ()	6, 4, 6		
16	VFD blower cooling fan (W)	1		
17	SG Circulation pumps (Working)	2		
18	DMCW System			
19	Chemical feed system	1		
20	COLTCS BR pumps			
21	Generator busduct losses (IPB)		Remark: 1 set comprises of Main run, delta connection & tap-off to 2nos. Uts.	
22	Transformers losses (GT and UAT) at TMCR load	3 Nos GT, 2 Nos UT, 1 No ST, 2 Nos UAT, 1 No SAT for One Unit		
23	DCS for electrical system			
24	Hotwell MU pump			
Total Auxiliaries per unit				
Notes:				
1	Auxiliaries listed above have only been considered for Aux Power Consumption.			
2	Design Coal is considered for calculating the aux. Power consumption.			
3	Normal operation of transformers without any outage is considered.			
4	Aux. Power Consumption of station Auxiliaries has been apportioned for one unit. (Aux. Power Consumption per unit = Aux. Power Consumption for station/2)			



Annex P12 – Month Wise Coal Procurement (Linkage & Non-Linkage)
D.B. POWER LIMITED (FY: 2021-22)

MONTH	Opening Stock		Receipt Linkage		Receipt Non Linkage		Consumption Unit 1		Consumption Unit II		Closing Stock	
	MT	MT	MT	MT	MT	MT	MT	MT	MT	MT	MT	MT
Apr-21	1,26,765	1,80,592	1,80,592	4,52,770	3,22,572	3,22,011	1,15,544					
May-21	1,15,544	2,23,057	3,58,941	2,86,595	2,77,521	1,33,425						
Jun-21	1,33,425	1,94,913	3,62,006	3,01,233	2,99,614	89,498						
Jul-21	89,498	2,11,458	4,21,470	2,46,423	3,21,998	1,54,004						
Aug-21	1,54,004	1,72,329	4,20,160	2,69,583	2,99,280	1,77,631						
Sep-21	1,77,631	63,509	2,54,733	51,301	2,84,942	1,59,629						
Oct-21	1,59,629	1,40,849	1,64,588	28,832	3,26,282	1,09,952						
Nov-21	1,09,952	2,32,468	3,19,333	2,33,598	2,52,508	1,75,646						
Dec-21	1,75,646	2,62,219	3,81,750	3,05,455	3,08,968	2,05,193						
Jan-22	2,05,193	2,69,736	3,33,676	2,88,063	2,95,540	2,25,002						
Feb-22	2,25,002	1,54,500	4,45,868	2,61,825	2,80,996	2,82,548						
Mar-22	2,82,548	2,89,312	4,12,445	3,04,817	3,04,648	3,74,840						

Annex P13 - Details of Primary Fuel consumption:

Primary Fuel consumption
 O&A POWER LIMITED (FY: 2021-22)

S.No.	Date	Opening Stock		Purchase (Lumpsum Coal)		Purchase (Auction Coal)		Purchase (Imported)	Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock	
		Qty	Value	Qty	Value	Qty	Value		Qty	Value	Qty	Value	Qty	Value	Qty	Value		Qty
1	1-Apr-21	126,765	240,124,522	0.091	18,371,982	9,251	17,544,511	-	9,251	17,544,511	11,262	21,754,968	10,667	21,042,548	21,929	42,797,516	114,087	214,871,516
2	2-Apr-21	114,087	214,871,516	4,079	9,262,284	10,422	14,187,709	-	15,503	37,599,692	10,138	20,841,360	9,955	20,786,544	20,103	41,299,921	105,517	205,831,287
3	3-Apr-21	109,517	209,891,287	7,807	17,862,457	14,101	19,015,085	-	14,101	20,277,168	11,166	22,159,719	10,812	20,861,789	21,603	44,021,508	102,015	191,007,247
4	4-Apr-21	102,015	191,007,247	8,220	18,226,544	7,951	14,013,099	-	15,971	32,241,643	11,098	23,011,314	10,809	22,582,126	21,770	44,595,436	102,948	190,748,809
5	5-Apr-21	101,946	190,748,809	7,702	17,800,066	10,991	20,290,800	-	18,092	38,090,866	11,986	23,861,515	10,658	22,582,126	21,967	45,032,440	95,552	177,431,013
6	6-Apr-21	95,552	177,431,013	7,288	15,219,962	17,866	33,191,834	-	24,654	48,411,796	10,978	22,415,201	10,712	21,912,104	21,680	44,247,305	94,564	174,239,698
7	7-Apr-21	91,620	174,239,698	3,712	6,072,811	13,607	25,744,083	-	17,319	31,815,694	10,345	20,977,210	10,865	21,906,275	21,210	41,296,079	90,695	165,724,804
8	8-Apr-21	89,962	161,770,172	3,668	7,086,507	15,077	27,984,766	-	20,747	37,757,384	10,617	20,592,210	10,807	21,690,186	21,417	41,296,079	89,962	165,724,804
9	9-Apr-21	87,749	155,875,516	7,477	17,115,328	15,444	20,148,067	-	18,924	37,263,395	11,232	21,801,488	10,759	21,801,488	20,986	40,689,210	87,749	155,875,516
10	10-Apr-21	87,749	155,875,516	8,005	18,371,982	21,300	40,384,952	-	25,135	49,098,808	11,242	21,702,154	11,093	20,835,078	22,785	43,298,747	76,626	149,505,365
11	11-Apr-21	78,218	139,616,740	7,477	17,115,328	15,444	20,148,067	-	18,924	37,263,395	11,232	21,801,488	10,759	21,801,488	20,986	40,689,210	87,749	155,875,516
12	12-Apr-21	78,218	139,616,740	8,005	18,371,982	21,300	40,384,952	-	25,135	49,098,808	11,242	21,702,154	11,093	20,835,078	22,785	43,298,747	76,626	149,505,365
13	13-Apr-21	74,276	126,017,389	8,005	18,371,982	21,300	40,384,952	-	25,135	49,098,808	11,242	21,702,154	11,093	20,835,078	22,785	43,298,747	76,626	149,505,365
14	14-Apr-21	74,276	126,017,389	8,005	18,371,982	21,300	40,384,952	-	25,135	49,098,808	11,242	21,702,154	11,093	20,835,078	22,785	43,298,747	76,626	149,505,365
15	15-Apr-21	72,735	123,759,189	3,742	8,529,187	18,195	38,714,972	-	21,937	44,244,139	11,314	21,604,445	11,299	21,604,445	21,604	43,208,890	72,735	123,759,189
16	16-Apr-21	72,735	123,759,189	3,742	8,529,187	18,195	38,714,972	-	21,937	44,244,139	11,314	21,604,445	11,299	21,604,445	21,604	43,208,890	72,735	123,759,189
17	17-Apr-21	74,266	129,159,219	7,314	17,181,195	14,611	27,925,657	-	21,937	44,244,139	11,314	21,604,445	11,299	21,604,445	21,604	43,208,890	72,735	123,759,189
18	18-Apr-21	74,453	133,762,062	4,306	9,774,908	18,425	34,906,978	-	22,710	44,681,867	10,233	19,862,993	10,455	19,925,730	20,688	40,504,709	74,453	133,762,062
19	19-Apr-21	74,453	133,762,062	7,983	17,404,128	18,425	34,906,978	-	22,710	44,681,867	10,233	19,862,993	10,455	19,925,730	20,688	40,504,709	74,453	133,762,062
20	20-Apr-21	75,658	142,640,270	7,997	13,630,228	12,424	24,546,006	-	20,420	38,146,228	10,105	18,705,317	10,619	19,838,637	20,725	38,844,439	75,658	142,640,270
21	21-Apr-21	75,353	142,242,488	11,290	21,421,643	15,419	29,019,010	-	26,629	51,381,404	10,744	20,898,463	11,147	20,854,531	22,862	38,444,024	75,353	142,242,488
22	22-Apr-21	79,720	151,875,905	7,297	11,333,859	15,419	29,019,010	-	26,629	51,381,404	10,744	20,898,463	11,147	20,854,531	22,862	38,444,024	75,353	142,242,488
23	23-Apr-21	81,056	149,505,235	11,054	16,845,300	16,658	33,023,421	-	24,471	49,877,691	10,402	19,970,181	10,737	20,220,070	21,130	40,139,251	81,056	149,505,235
24	24-Apr-21	87,862	161,789,065	7,813	16,845,300	16,658	33,023,421	-	24,471	49,877,691	10,402	19,970,181	10,737	20,220,070	21,130	40,139,251	87,862	161,789,065
25	25-Apr-21	94,306	177,699,886	7,631	21,223,842	12,404	23,987,020	-	24,471	49,877,691	10,402	19,970,181	10,737	20,220,070	21,130	40,139,251	94,306	177,699,886
26	26-Apr-21	99,509	198,848,544	11,815	24,964,199	10,216	20,088,557	-	26,289	52,610,554	10,626	20,662,715	10,937	19,471,572	20,531	39,954,661	99,509	198,848,544
27	27-Apr-21	100,929	193,333,214	7,801	6,021,748	30,026	62,085,781	-	33,878	68,687,529	11,123	21,782,618	11,244	20,150,108	22,367	40,517,966	100,929	193,333,214
28	28-Apr-21	112,434	218,619,420	7,801	15,614,000	15,966	31,657,310	-	23,707	47,277,809	10,479	20,514,438	10,558	20,158,789	22,367	43,401,424	112,434	218,619,420
29	29-Apr-21	112,434	218,619,420	3,954	6,515,206	19,036	40,422,524	-	22,991	46,912,150	11,377	22,488,298	11,274	21,117,971	22,451	40,680,222	112,434	218,619,420
30	30-Apr-21	115,104	225,211,018	3,954	6,515,206	19,036	40,422,524	-	22,991	46,912,150	11,377	22,488,298	11,274	21,117,971	22,451	40,680,222	115,104	225,211,018
Total Apr-21		115,544	229,524,469	7,423	16,555,807	16,550	39,812,810	-	639,362	1,240,992,723	32,572	616,121,215	32,013	624,877,962	644,588	1,250,994,177	115,544	229,524,469
31	1-May-21	119,192	238,663,860	7,279	12,553,859	11,932	23,344,302	-	19,973	50,660,477	10,232	21,125,935	10,733	20,401,251	20,232	41,527,086	119,192	238,663,860
32	2-May-21	117,528	232,657,308	6,577	13,170,679	11,932	23,344,302	-	18,614	35,998,435	9,104	18,757,134	11,171	22,841,573	20,232	41,527,086	117,528	232,657,308
33	3-May-21	128,759	255,398,751	3,919	9,874,229	11,010	21,968,740	-	14,929	31,842,969	4,857	9,094,285	10,657	21,641,419	10,567	21,641,419	128,759	255,398,751
34	4-May-21	129,109	256,859,603	7,424	17,201,678	7,544	15,839,094	-	14,987	32,650,773	9,569	20,065,538	9,771	20,872,207	19,340	40,302,746	129,109	256,859,603
35	5-May-21	124,790	249,111,630	8,111	8,251,723	13,970	27,764,007	-	17,701	36,515,780	10,419	21,416,261	10,734	21,990,382	21,153	43,006,713	124,790	249,111,630
36	6-May-21	121,378	242,220,667	3,758	6,537,953	6,637	13,699,579	-	19,698	41,844,531	10,294	21,030,070	10,734	21,990,382	21,153	43,006,713	121,378	242,220,667
37	7-May-21	113,572	227,222,472	7,510	17,528,184	11,908	23,800,246	-	19,698	41,844,531	10,294	21,030,070	10,734	21,990,382	21,153	43,006,713	113,572	227,222,472
38	8-May-21	113,572	227,222,472	7,510	17,528,184	11,908	23,800,246	-	19,698	41,844,531	10,294	21,030,070	10,734	21,990,382	21,153	43,006,713	113,572	227,222,472
39	9-May-21	132,363	246,240,806	3,631	8,244,595	16,785	33,260,191	-	20,416	41,807,187	10,746	22,182,562	10,746	16,200,666	18,201	37,230,717	132,363	246,240,806
40	10-May-21	132,363	246,240,806	3,631	8,244,595	16,785	33,260,191	-	20,416	41,807,187	10,746	22,182,562	10,746	16,200,666	18,201	37,230,717	132,363	246,240,806
41	11-May-21	127,829	257,278,745	3,253	5,476,759	11,907	24,816,053	-	15,100	26,977,911	10,665	21,844,672	6,382	13,320,213	17,046	22,182,562	127,829	257,278,745
42	12-May-21	121,576	244,134,820	3,997	8,874,679	10,583	24,816,053	-	14,580	30,202,812	10,830	21,867,058	10,574	21,619,084	21,413	35,164,805	121,576	244,134,820
43	13-May-21	115,825	233,678,548	11,231	23,411,685	7,921	15,787,697	-	14,580	30,202,812	10,830	21,867,058	10,574	21,619,084	21,413	35,164,805	115,825	233,678,548
44	14-May-21	115,825	233,678,548	11,231	23,411,685	7,921	15,787,697	-	14,580	30,202,812	10,830	21,867,058	10,574	21,619,084	21,413	35,164,805	115,825	233,678,548
45	15-May-21	115,259	232,482,270	7,128	14,241,454	12,595	25,154,017	-	19,184	39,195,441	11,044	23,156,591	10,934	18,402,928	18,076	36,619,515	115,259	232,482,270
46	16-May-21	113,082	228,041,354	7,282	14,708,398	14,541												

Annex P13 - Details of Primary Fuel consumption:
 Primary Fuel consumption
 D.B. POWER LIMITED (FY: 2023-21)

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S. No.	Date	Opening Stock		Purchase (Unlauge Coal)		Purchase (Unlauge Coal)		Purchase (Imported)	Total Purchase		Consumption (Unl-I)		Consumption (Unl-II)		Consumption (Total)		Closing Stock	
		Qty	Value	Qty	Value	Qty	Value		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
62	1-Jun-21	133,425	249,726,500	11,197	25,729,557	11,720	23,292,208	-	22,917	48,675,805	9,212	18,828,648	9,204	19,389,953	18,416	36,148,000	337,926	260,263,705
63	2-Jun-21	137,926	240,689,705	11,956	24,082,816	7,679	15,627,678	16,636	40,513,524	10,279	21,292,555	1,014	23,163,294	21,593	44,396,777	136,169	256,361,452	
64	3-Jun-21	136,169	236,381,452	8,155	14,517,766	8,664	12,134,241	16,829	37,653,997	11,233	22,677,544	10,511	21,818,121	21,744	41,493,664	131,264	247,541,285	
65	4-Jun-21	131,264	247,541,285	7,798	17,206,693	9,728	19,204,319	17,586	37,411,612	10,987	22,177,573	10,925	22,677,853	21,912	41,856,426	126,608	240,097,971	
66	5-Jun-21	126,888	240,097,971	7,881	17,881,693	9,771	19,787,418	17,802	37,660,041	10,860	22,157,985	10,956	20,918,125	20,416	41,111,889	124,074	235,555,113	
67	6-Jun-21	124,074	235,555,113	3,984	9,228,472	22,696	46,869,333	26,670	56,090,804	10,460	22,157,985	10,122	21,075,932	18,808	40,159,181	133,271	242,049,661	
68	7-Jun-21	110,172	248,421,620	7,265	15,527,268	13,218	28,425,155	25,670	56,090,804	10,220	21,075,932	9,840	19,965,162	20,350	42,805,151	126,387	237,121,778	
69	8-Jun-21	102,971	252,649,861	3,971	8,354,007	9,376	19,523,690	21,007	43,187,423	10,108	21,651,512	10,222	21,642,640	20,350	42,805,151	126,387	237,121,778	
70	9-Jun-21	102,971	252,649,861	3,971	8,354,007	9,376	19,523,690	21,007	43,187,423	10,108	21,651,512	9,840	19,965,162	20,350	42,805,151	126,387	237,121,778	
71	10-Jun-21	124,843	241,546,846	3,904	11,402,501	15,330	33,370,524	19,316	44,723,025	9,840	19,965,162	9,838	20,392,795	19,778	40,297,957	124,843	241,546,846	
72	11-Jun-21	112,588	213,222,780	4,218	9,576,537	3,311	8,115,484	7,527	17,152,020	20,529	43,283,020	10,144	20,877,470	10,445	21,398,650	20,629	42,276,110	
73	12-Jun-21	112,488	214,699,691	11,089	27,823,000	7,627	15,854,638	19,661	43,677,718	7,854	15,088,859	9,195	19,437,019	17,049	35,526,878	113,488	214,699,691	
74	13-Jun-21	115,000	222,850,531	3,828	8,691,906	8,287	16,999,248	12,115	25,691,254	9,108	18,470,143	9,459	18,377,792	16,567	37,827,995	106,548	210,113,856	
75	14-Jun-21	108,548	210,113,856	6,611	14,983,769	11,655	26,674,664	18,247	39,658,653	9,276	19,265,739	9,011	18,371,628	18,787	38,137,367	108,008	211,635,135	
76	15-Jun-21	108,008	211,635,135	-	(2,259)	6,425	12,307,128	6,425	12,307,128	18,247	39,658,653	9,312	18,156,847	9,453	18,708,191	18,785	38,888,038	
77	16-Jun-21	95,648	187,072,017	-	(270,903)	18,724	39,654,519	18,724	39,654,519	17,041	34,650,882	10,492	20,650,860	19,242	20,269,681	20,724	40,920,041	
78	17-Jun-21	91,217	184,944,405	12,617	26,678,628	5,864	11,972,259	14,192	30,810,919	10,452	20,096,647	9,850	20,045,422	20,724	40,920,041	91,698	185,531,591	
79	18-Jun-21	84,388	167,762,459	3,839	5,582,090	10,407	21,128,631	18,487	39,263,659	10,783	22,130,651	10,298	20,062,014	21,021	42,992,666	84,388	167,762,459	
80	19-Jun-21	82,994	166,246,304	4,012	8,110,607	11,044	23,238,932	15,096	32,340,558	9,331	20,507,915	9,548	19,609,804	18,879	38,812,719	82,994	166,246,304	
81	20-Jun-21	79,213	150,783,144	7,275	14,826,511	15,414	34,244,415	22,589	45,571,376	10,488	22,251,079	9,861	20,382,213	20,349	42,631,792	81,551	165,720,727	
82	21-Jun-21	78,610	151,877,766	7,863	17,854,283	10,764	22,487,360	16,392	36,468,635	9,874	20,917,995	9,439	19,393,612	19,513	40,311,607	78,610	151,877,766	
83	22-Jun-21	78,610	151,877,766	7,863	17,854,283	10,764	22,487,360	16,392	36,468,635	9,874	20,917,995	9,439	19,393,612	19,513	40,311,607	78,610	151,877,766	
84	23-Jun-21	79,254	154,800,962	7,385	12,120,976	11,629	25,382,626	26,210	50,189,048	11,270	23,249,599	10,813	22,054,652	22,033	45,304,252	79,254	154,800,962	
85	24-Jun-21	79,140	154,800,962	6,455	12,120,976	11,629	25,382,626	26,210	50,189,048	11,270	23,249,599	10,813	22,054,652	22,033	45,304,252	79,140	154,800,962	
86	25-Jun-21	79,140	154,800,962	6,455	12,120,976	11,629	25,382,626	26,210	50,189,048	11,270	23,249,599	10,813	22,054,652	22,033	45,304,252	79,140	154,800,962	
87	26-Jun-21	79,140	154,800,962	6,455	12,120,976	11,629	25,382,626	26,210	50,189,048	11,270	23,249,599	10,813	22,054,652	22,033	45,304,252	79,140	154,800,962	
88	27-Jun-21	79,140	154,800,962	6,455	12,120,976	11,629	25,382,626	26,210	50,189,048	11,270	23,249,599	10,813	22,054,652	22,033	45,304,252	79,140	154,800,962	
89	28-Jun-21	80,173	170,161,555	7,599	17,294,387	15,667	34,331,848	28,655	54,197,365	10,283	22,654,034	9,864	21,200,095	20,127	43,854,058	80,173	170,161,555	
90	29-Jun-21	80,143	170,161,555	7,599	17,294,387	15,667	34,331,848	28,655	54,197,365	10,283	22,654,034	9,864	21,200,095	20,127	43,854,058	80,143	170,161,555	
91	30-Jun-21	93,984	202,054,839	7,597	17,004,482	17,954	39,683,732	25,421	59,085,112	10,112	22,087,249	10,407	23,052,249	20,579	43,290,609	93,984	202,054,839	
	Total Jun-21		194,913	430,050,840	362,006	761,202,519	-	556,919	3,191,272,359	307,243	628,192,505	299,524	623,718,310	600,847	1,247,911,414	89,458	191,097,445	

Annex P13 - Details of Primary Fuel Consumption:

Primary Fuel Consumption
D.R. POWER LIMITED FY 2021-22

S. No.	Date	Opening Stock		Purchase (Linkage Cost)		Purchase (Auction Cost)		Purchase (Imported)		Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock		
		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	
92	1-Jul-21	89,488	198,097,445	7,986	18,133,795	16,849	37,667,813	-	-	24,835	55,801,608	10,337	22,944,656	10,146	22,861,847	20,383	45,806,503	91,950	209,097,550	
93	2-Jul-21	89,959	203,097,550	4,140	8,095,573	10,817	23,257,942	-	-	14,957	31,353,516	10,620	23,737,860	10,741	23,738,383	21,371	46,991,243	87,556	187,454,822	
94	3-Jul-21	87,556	187,454,822	3,662	5,977,732	13,377	26,166,392	-	-	17,040	32,141,093	11,308	24,613,794	11,331	24,279,559	22,439	48,897,854	82,357	170,705,061	
95	4-Jul-21	82,357	170,705,061	7,626	16,865,436	14,282	26,952,752	-	-	21,668	43,818,109	9,863	21,906,630	9,205	20,466,749	19,068	43,322,579	88,156	172,150,671	
96	5-Jul-21	85,156	172,150,671	3,938	7,319,271	13,211	29,154,720	-	-	16,847	36,473,590	10,712	23,318,422	10,074	21,738,102	20,720	45,056,524	81,283	163,567,647	
97	6-Jul-21	81,283	163,567,647	11,139	26,142,915	10,441	29,711,583	-	-	21,580	45,854,496	10,972	24,326,429	10,872	24,267,859	21,487	46,707,288	81,020	160,524,856	
98	7-Jul-21	78,009	155,740,806	7,589	17,291,681	13,205	30,317,748	-	-	17,992	40,120,234	10,784	23,116,076	10,220	21,894,267	21,004	45,282,571	77,816	158,407,664	
99	8-Jul-21	72,816	158,407,664	7,657	17,840,205	13,618	26,016,082	-	-	21,294	47,916,429	10,893	22,813,296	10,594	22,469,276	21,487	45,004,341	78,009	155,740,806	
100	9-Jul-21	76,164	154,557,836	7,095	18,242,154	22,202	47,274,627	-	-	21,475	44,704,286	11,658	24,650,131	11,468	24,103,983	23,126	48,554,115	76,164	154,557,836	
101	10-Jul-21	84,502	174,409,245	7,715	17,518,232	18,233	36,517,895	-	-	25,948	54,033,927	10,918	22,888,706	10,842	22,776,605	21,760	49,665,371	84,502	174,409,245	
102	11-Jul-21	105,945	201,041,232	4,038	15,644,735	12,725	26,000,461	-	-	20,641	41,725,196	101	339,275	12,171	25,438,657	12,171	25,438,657	105,945	201,041,232	
103	12-Jul-21	119,691	219,327,771	4,030	8,531,108	20,771	41,899,624	-	-	24,779	50,240,731	12,034	24,949,642	12,034	24,949,642	12,034	24,949,642	119,691	219,327,771	
104	13-Jul-21	119,691	219,327,771	4,030	8,531,108	20,771	41,899,624	-	-	24,779	50,240,731	12,034	24,949,642	12,034	24,949,642	12,034	24,949,642	119,691	219,327,771	
105	14-Jul-21	119,691	219,327,771	4,030	8,531,108	20,771	41,899,624	-	-	24,779	50,240,731	12,034	24,949,642	12,034	24,949,642	12,034	24,949,642	119,691	219,327,771	
106	15-Jul-21	138,146	283,553,044	3,722	8,024,906	20,739	42,538,152	-	-	29,191	60,156,835	7,265	5,878,468	10,539	21,846,270	13,504	40,007,552	138,146	283,553,044	
107	16-Jul-21	138,146	283,553,044	3,722	8,024,906	20,739	42,538,152	-	-	29,191	60,156,835	7,265	5,878,468	10,539	21,846,270	13,504	40,007,552	138,146	283,553,044	
108	17-Jul-21	142,554	291,892,686	11,717	26,502,383	9,648	19,409,278	-	-	24,461	50,958,057	8,547	18,177,668	11,506	22,117,300	20,053	42,283,415	142,554	291,892,686	
109	18-Jul-21	144,139	296,036,489	15,918	31,956,889	9,036	16,687,907	-	-	21,365	46,087,662	8,639	18,395,163	11,141	23,406,696	19,780	41,881,859	144,139	296,036,489	
110	19-Jul-21	152,762	311,984,707	8,069	18,289,133	6,443	10,203,092	-	-	14,512	28,692,245	7,222	15,551,983	9,109	19,342,693	16,331	34,695,077	152,762	311,984,707	
111	20-Jul-21	152,762	311,984,707	7,108	15,206,267	8,618	23,272,698	-	-	15,726	38,628,965	8,877	18,631,456	9,018	18,095,158	11,822	25,046,676	152,762	311,984,707	
112	21-Jul-21	153,283	310,314,464	4,076	8,905,005	9,551	21,053,516	-	-	13,588	29,958,521	8,066	17,112,562	9,453	20,024,761	17,519	37,728,278	153,283	310,314,464	
113	22-Jul-21	144,064	299,366,856	4,008	9,231,300	14,338	30,629,596	-	-	11,247	23,721,935	8,343	17,787,107	10,653	22,631,202	19,006	40,398,399	144,064	299,366,856	
114	23-Jul-21	136,489	283,338,828	7,666	15,252,382	11,109	23,604,614	-	-	18,776	36,760,996	6,594	18,549,707	10,838	22,907,204	19,422	41,749,365	136,489	283,338,828	
115	24-Jul-21	132,926	277,575,791	7,538	14,948,592	16,753	38,027,401	-	-	18,228	35,289,409	8,518	18,055,143	10,105	22,277,658	19,338	40,962,651	132,926	277,575,791	
116	25-Jul-21	138,530	291,471,232	8,080	18,346,551	17,008	37,540,702	-	-	20,602	45,387,607	8,245	17,557,704	10,210	21,507,907	18,455	39,075,612	138,530	291,471,232	
117	26-Jul-21	146,081	308,687,433	11,758	24,409,311	9,104	20,548,295	-	-	25,098	55,871,032	8,079	17,729,778	9,538	20,941,754	16,832	38,671,533	146,081	308,687,433	
118	27-Jul-21	150,111	317,840,433	8,006	16,217,194	6,909	16,726,563	-	-	14,965	37,943,757	7,700	16,581,280	10,917	23,024,322	19,470	40,444,605	150,111	317,840,433	
119	28-Jul-21	146,505	310,335,590	7,879	15,685,444	16,481	35,580,487	-	-	24,350	51,265,931	8,188	17,882,986	9,388	20,489,421	17,546	38,352,318	146,505	310,335,590	
120	29-Jul-21	152,420	321,249,183	4,136	11,669,191	14,571	34,110,675	-	-	18,707	45,739,870	8,095	17,704,694	9,028	19,714,723	17,123	37,449,417	152,420	321,249,183	
121	30-Jul-21	152,420	321,249,183	211,498	458,351,037	421,470	896,991,222	-	-	632,928	1,395,346,259	246,423	529,179,424	371,998	647,684,644	558,421	1,216,954,069	154,004	331,579,635	
122	Total 1st 21																			

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Annex P13 - Details of Primary Fuel consumption:
 Primary Fuel consumption
 P.B. POWER LIMITED (FY: 2021/22)

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S. No.	Date	Opening Stock		Purchase (Unlashed Coal)		Purchase (Auction Coal)		Purchase (Imported)	Total Purchase		Consumption (Unit-l)		Consumption (Total)		Closing Stock							
		Qty	Value	Qty	Value	Qty	Value		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value				
123	1-Aug-21	154,004	311,579,635	11,412	23,797,480	12,797	29,995,255		24,209	53,792,735	8,431	18,045,180	10,026	21,478,590	18,457	345,784,600						
124	2-Aug-21	159,796	345,784,600						15,388	34,510,703	8,217	17,692,684	10,476	22,526,649	18,693	340,095,031						
125	3-Aug-21	155,451	340,095,031	15,491	33,037,544	7,818	14,258,848		23,907	47,296,952	9,169	19,621,137	10,486	21,847,964	19,855	344,992,321						
126	4-Aug-21	159,903	344,992,321	3,942	8,060,145	20,656	45,272,950		24,597	53,950,736	8,391	18,208,443	10,781	23,195,903	19,172	347,477,221						
127	5-Aug-21	165,328	357,477,221	4,066	9,230,268	16,897	38,153,211		20,923	47,383,599	9,055	19,607,873	10,407	22,188,259	19,302	352,876,696						
128	6-Aug-21	166,949	362,076,696			22,992	52,243,437		22,992	52,243,437	9,664	20,955,518	11,657	25,637,703	20,821	359,226,912						
129	7-Aug-21	169,060	369,226,912	11,453	23,887,460	23,469	54,429,053		34,922	78,316,523	8,848	19,116,981	10,531	22,496,455	19,288	362,883,024						
130	8-Aug-21	184,695	406,289,823	3,236	5,448,476	18,815	43,574,234		21,051	49,021,711	8,012	17,255,998	10,664	22,926,882	18,201	367,883,024						
131	9-Aug-21	187,843	414,467,024	15,333	32,563,299	16,933	40,844,434		31,726	73,407,674	8,860	19,076,686	11,244	24,283,317	20,544	372,030,117						
132	10-Aug-21	200,893	447,661,818	7,413	14,884,604	14,791	33,055,538		22,203	47,950,153	8,906	19,082,142	10,957	23,409,027	19,861	377,815,484						
133	11-Aug-21	211,234	470,039,117	15,091	29,980,777	15,395	35,756,525		30,486	65,737,302	8,860	19,076,686	11,244	24,283,317	20,544	382,030,117						
134	12-Aug-21	213,575	475,510,484	7,813	15,942,800	14,976	33,098,023		22,789	49,040,823	8,896	19,091,770	10,957	23,409,027	19,861	387,030,117						
135	13-Aug-21	217,308	483,674,574	7,871	17,552,198	14,059	32,025,343		22,340	49,577,541	7,790	17,552,380	10,160	21,794,592	19,056	392,030,117						
136	14-Aug-21	220,502	491,856,622	11,451	26,039,263	15,385	44,927,585		30,536	70,966,447	8,354	18,504,154	10,955	24,142,912	18,745	401,030,117						
137	15-Aug-21	231,519	522,522,119			16,989	36,312,675		36,589	86,312,675	8,360	17,281,961	10,646	22,544,870	19,006	410,030,117						
138	16-Aug-21	228,929	510,560,652	10,943	21,700,939	6,076	10,150,644		17,019	32,551,583	8,637	17,861,920	10,972	23,017,873	18,609	415,030,117						
139	17-Aug-21	226,944	519,803,819	7,528	9,572,567	21,109	42,198,401		28,637	51,770,569	8,224	18,898,928	11,398	24,628,824	20,622	420,030,117						
140	18-Aug-21	227,815	498,224,632	8,892	6,207,054	6,248	13,712,622		10,139	19,929,676	8,584	18,423,121	10,684	23,075,692	19,266	425,030,117						
141	19-Aug-21	225,729	485,800,124	7,817	15,819,044	9,501	22,407,240		17,917	38,226,292	8,712	18,299,640	10,698	23,351,219	19,410	430,030,117						
142	20-Aug-21	211,485	462,097,320	-		7,664	14,699,152		7,164	13,739,617	9,575	20,938,871	11,836	25,903,551	21,401	435,030,117						
143	21-Aug-21	206,415	450,051,207	4,073	9,248,660	11,873	23,767,672		15,946	33,015,332	9,509	20,648,988	11,508	25,013,401	21,017	440,030,117						
144	22-Aug-21	206,115	450,051,207	3,892	8,773,794	9,947	23,882,233		13,811	29,956,620	9,308	20,244,905	11,376	24,797,521	20,884	445,030,117						
145	23-Aug-21	206,738	437,004,350	3,864	8,773,794	9,947	23,882,233		13,811	29,956,620	9,308	20,244,905	11,376	24,797,521	20,884	450,030,117						
146	24-Aug-21	193,999	422,235,779	3,864	8,773,794	10,726	24,094,694		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	455,030,117						
147	25-Aug-21	188,816	412,031,485	3,984	10,485,972	11,941	24,996,208		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	460,030,117						
148	26-Aug-21	184,605	403,907,251	3,878	8,805,496	8,943	19,462,784		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	465,030,117						
149	27-Aug-21	176,261	387,868,953	-		5,943	13,463,213		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	470,030,117						
150	28-Aug-21	169,062	375,840,629	-		11,421	25,628,707		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	475,030,117						
151	29-Aug-21	172,463	354,429,162	-		13,495	29,726,872		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	480,030,117						
152	30-Aug-21	180,442	339,488,146	4,050	9,058,008	8,894	22,751,261		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	485,030,117						
153	31-Aug-21	182,876	329,888,146	-		8,894	22,751,261		13,495	29,726,872	8,816	19,410,607	10,966	24,604,469	18,129	490,030,117						
	Total Aug-21		172,319		393,001,738		420,160		592,490	1,291,532,255		268,583		583,966,147		289,280		647,754,648		568,868		1,231,722,495

Annex P13 - Details of Primary Fuel Consumption:

Primary Fuel consumption
D.B. POWER LIMITED (FY: 2021-22)

S. No.	Date	Opening Stock		Purchase (Usage Coal)		Purchase (Junction Coal)		Purchase (Imported)		Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock			
		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
154	1-Sep-21	177,631	991,370,295	3,868	7,731,493	14,213	30,239,783	18,081	37,971,266	9,535	20,888,581	11,341	24,680,611	20,776	45,579,191	174,935	363,771,370				
155	2-Sep-21	174,935	363,771,370	0,035	16,076,569	9,917	21,902,699	12,953	27,771,269	9,055	19,960,078	10,653	23,523,966	19,709	43,484,044	173,179	378,006,194				
156	3-Sep-21	173,179	378,006,194	-	(491,374)	12,358	28,417,291	12,358	28,417,291	8,545	18,613,152	514	1,127,856	9,060	19,736,018	170,477	365,741,668				
157	4-Sep-21	175,477	385,741,868	7,763	17,624,042	10,990	23,847,569	16,359	32,868,451	7,656	15,590,419	9,462	20,529,268	17,118	36,119,678	170,518	363,490,142				
158	5-Sep-21	175,518	385,490,642	-	-	18,915	42,411,557	18,915	42,411,557	8,605	19,307,451	10,382	22,679,947	18,997	41,997,054	170,621	374,991,108				
159	6-Sep-21	170,621	374,991,108	-	-	11,438	27,884,921	11,438	27,884,921	7,033	17,975,006	10,889	23,787,506	11,722	25,862,512	170,215	374,386,445				
160	8-Sep-21	170,215	374,386,445	-	-	11,613	27,884,921	11,613	27,884,921	7,033	17,975,006	10,889	23,787,506	11,722	25,862,512	170,215	374,386,445				
162	9-Sep-21	171,335	385,046,416	8,340	19,935,457	11,728	25,409,555	20,068	44,385,051	11,013	24,845,702	10,644	23,845,702	10,644	23,845,702	171,335	385,046,416				
163	10-Sep-21	181,419	408,079,676	8,169	18,547,728	9,854	23,117,171	18,023	41,664,809	11,116	24,997,565	11,116	24,997,565	11,116	24,997,565	181,419	408,079,676				
164	11-Sep-21	188,376	425,001,010	3,799	8,626,058	13,335	29,007,976	17,184	37,532,451	9,863	22,162,745	9,863	22,162,745	10,597	23,410,854	186,376	443,495,959				
165	12-Sep-21	195,597	441,352,299	-	-	10,225	23,555,402	10,225	23,555,402	5,526	12,410,854	11,638	25,595,512	11,777	25,743,060	214,175	488,158,525				
166	13-Sep-21	195,296	441,352,299	7,949	18,049,555	18,590	40,597,742	25,540	58,647,298	9,526	21,410,854	11,638	25,595,512	11,777	25,743,060	214,175	488,158,525				
167	14-Sep-21	211,198	476,548,633	-	-	14,754	37,352,951	14,754	37,352,951	7,655	17,174,732	11,436	25,629,101	11,436	25,629,101	210,394	482,905,174				
168	15-Sep-21	214,175	488,158,525	-	-	7,958	20,991,008	7,958	20,991,008	7,655	17,174,732	11,436	25,629,101	11,436	25,629,101	210,394	482,905,174				
169	16-Sep-21	210,394	482,905,174	-	-	8,299	18,361,325	8,299	18,361,325	7,655	17,174,732	11,436	25,629,101	11,436	25,629,101	210,394	482,905,174				
170	17-Sep-21	202,036	478,495,959	-	-	8,299	18,361,325	8,299	18,361,325	7,655	17,174,732	11,436	25,629,101	11,436	25,629,101	210,394	482,905,174				
171	18-Sep-21	204,253	470,244,366	-	-	8,039	14,986,599	8,039	14,986,599	4,294	7,777,303	11,022	24,692,616	11,022	24,692,616	204,253	470,244,366				
172	19-Sep-21	197,807	452,958,622	-	-	8,039	14,986,599	8,039	14,986,599	4,294	7,777,303	11,022	24,692,616	11,022	24,692,616	197,807	452,958,622				
173	20-Sep-21	195,220	442,578,081	1,873	8,700,309	3,547	7,628,341	7,628,341	7,628,341	7,628,341	7,628,341	10,626	24,787,140	10,626	24,787,140	195,220	442,578,081				
174	21-Sep-21	193,365	437,165,541	-	-	8,108	18,731,670	8,108	18,731,670	7,628,341	7,628,341	10,626	24,787,140	10,626	24,787,140	193,365	437,165,541				
175	22-Sep-21	191,480	440,910,959	-	-	8,108	18,731,670	8,108	18,731,670	7,628,341	7,628,341	10,626	24,787,140	10,626	24,787,140	191,480	440,910,959				
176	23-Sep-21	184,241	424,179,321	-	-	8,108	18,731,670	8,108	18,731,670	7,628,341	7,628,341	10,626	24,787,140	10,626	24,787,140	184,241	424,179,321				
177	24-Sep-21	174,338	401,868,211	-	-	8,108	18,731,670	8,108	18,731,670	7,628,341	7,628,341	10,626	24,787,140	10,626	24,787,140	174,338	401,868,211				
178	25-Sep-21	154,051	378,188,377	-	-	9,15	2,353,150	9,15	2,353,150	11,203	26,033,035	11,203	26,033,035	11,203	26,033,035	154,051	378,188,377				
179	26-Sep-21	154,621	356,343,418	-	-	3,310	2,884,500	3,310	2,884,500	10,642	24,729,408	10,642	24,729,408	10,642	24,729,408	154,621	356,343,418				
180	27-Sep-21	147,445	339,159,181	7,770	17,642,661	2,925	7,193,966	9,310	7,193,966	10,785	25,064,029	10,785	25,064,029	11,564	26,450,076	147,445	339,159,181				
181	28-Sep-21	148,347	337,481,352	3,943	8,953,480	2,129	5,053,213	6,072	6,072	6,072	6,072	4,155	9,538,816	4,155	9,538,816	148,347	337,481,352				
182	29-Sep-21	148,324	341,949,239	-	-	6,402	13,541,882	6,402	13,541,882	5,170	10,511,621	5,170	10,511,621	5,170	10,511,621	148,324	341,949,239				
183	30-Sep-21	154,636	355,491,111	-	-	228,559	5,170	5,170	5,170	5,170	5,170	5,170	5,170	5,170	154,636	355,491,111					
	TOTAL SEP-21			63,509	139,511,581	254,713	590,808,499	-	-	318,241	728,526,090	51,301	111,101,237	284,942	642,968,207	386,243	863,829,941				

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Annex P13 - Details of Primary Fuel consumption:

Primary Fuel consumption
D.B. POWER LIMITED (FY: 2021-22)

S. No.	Date	Opening Stock		Purchase (Inlage Coal)		Purchase (Auction Coal)		Purchase (Imported)		Total Purchase		Consumption (Inch-I)		Consumption (Inch-II)		Consumption (Total)		Closing Stock				
		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	
215	1-Nov-21	109,952	227,008,894	5,198	11,779,142	11,409	25,255,127	-	-	16,607	37,034,269	9,876	21,667,792	5,908	21,335,890	19,786	42,698,680	106,773	221,344,482	108,671	220,759,219	
216	2-Nov-21	106,773	221,344,482	11,802	25,255,127	7,352	18,475,687	-	-	19,534	43,771,186	10,105	21,976,183	10,425	22,474,267	20,530	44,350,449	105,877	220,759,219	107,873	219,553,956	
217	3-Nov-21	105,873	220,759,219	12,229	27,005,973	7,257	15,165,310	-	-	19,586	42,171,283	10,033	21,093,840	10,215	21,993,726	20,248	43,667,566	105,215	219,553,956	107,274	222,977,155	
218	4-Nov-21	105,215	219,553,956	8,105	18,100,603	10,641	22,617,145	-	-	18,946	40,528,948	8,205	17,914,487	6,982	18,891,243	16,007	36,805,730	107,274	222,977,155	107,274	222,977,155	
219	5-Nov-21	107,274	222,977,155	6,902	14,399,043	12,640	28,713,191	-	-	16,187	33,244,221	9,290	20,277,562	8,039	17,621,409	16,072	35,059,610	107,274	222,977,155	107,274	222,977,155	
220	6-Nov-21	110,745	231,000,778	7,362	14,314,923	8,825	18,929,298	-	-	22,879	39,244,221	9,290	20,277,562	9,385	20,855,495	16,545	40,053,017	108,287	231,000,778	107,274	222,977,155	
221	7-Nov-21	108,287	223,590,982	10,858	24,235,313	2,021	4,554,863	-	-	22,879	39,244,221	9,290	20,277,562	10,796	23,234,896	10,705	22,754,896	110,461	223,590,982	107,274	222,977,155	
222	8-Nov-21	110,461	223,590,982	8,921	20,215,759	8,478	20,872,242	-	-	17,998	40,488,001	7,134	15,781,908	10,581	23,234,896	17,910	39,016,643	109,929	223,590,982	107,274	222,977,155	
223	9-Nov-21	109,929	221,097,639	4,698	11,895,658	13,405	33,812,759	-	-	14,104	45,208,418	10,413	23,040,421	10,581	22,792,105	20,994	45,832,526	107,039	221,097,639	107,274	222,977,155	
224	10-Nov-21	107,039	210,979,531	16,588	41,048,448	5,212	13,925,224	-	-	21,810	54,283,672	10,739	21,798,856	10,588	22,795,003	21,327	46,553,839	107,522	210,979,531	107,274	222,977,155	
225	11-Nov-21	107,522	210,979,531	6,870	18,929,684	5,212	13,925,224	-	-	19,080	41,156,735	10,079	22,981,443	10,430	23,250,469	20,509	45,831,912	106,042	210,979,531	107,274	222,977,155	
226	12-Nov-21	106,042	217,028,146	7,895	21,216,439	16,713	40,880,118	-	-	26,679	61,505,657	6,610	15,188,008	9,868	21,827,363	16,468	37,015,431	114,203	217,028,146	106,042	217,028,146	
227	13-Nov-21	114,203	261,518,282	11,697	27,426,564	8,168	18,329,316	-	-	19,866	45,735,900	6,561	15,814,611	10,102	23,705,837	16,663	39,580,448	117,406	261,518,282	106,042	217,028,146	
228	14-Nov-21	117,406	267,573,734	5,602	15,567,321	15,994	38,411,155	-	-	21,597	53,528,476	6,491	15,599,923	10,102	23,705,837	16,663	39,580,448	117,406	267,573,734	106,042	217,028,146	
229	15-Nov-21	121,620	283,262,012	6,132	20,312,156	8,151	18,552,240	-	-	15,783	38,594,896	6,742	16,237,109	9,719	22,790,276	16,204	41,407,641	121,620	283,262,012	106,042	217,028,146	
230	16-Nov-21	121,620	280,719,267	5,236	12,714,986	10,609	25,100,611	-	-	15,844	37,835,597	6,543	15,751,913	10,313	24,206,932	15,856	39,998,845	120,608	280,719,267	106,042	217,028,146	
231	17-Nov-21	120,608	278,566,019	20,355	24,696,417	1,646	26,506,625	-	-	12,042	30,209,242	2,756	6,573,040	321	745,524	5,117	39,998,845	120,608	278,566,019	106,042	217,028,146	
232	18-Nov-21	129,492	301,438,696	8,398	20,204,367	12,646	26,506,625	-	-	12,044	47,222,988	-	-	-	-	-	39,998,845	129,492	301,438,696	106,042	217,028,146	
233	19-Nov-21	150,537	348,666,686	9,321	20,016,946	8,786	20,383,507	-	-	18,107	40,310,453	-	-	-	-	-	150,537	348,666,686	150,537	348,666,686	106,042	217,028,146
234	20-Nov-21	150,537	348,666,686	5,315	14,105,934	16,217	20,383,507	-	-	18,107	40,310,453	-	-	-	-	-	150,537	348,666,686	150,537	348,666,686	106,042	217,028,146
235	21-Nov-21	150,537	348,666,686	1,815	6,249,953	23,089	49,103,070	-	-	24,904	55,352,662	10,411	24,080,102	-	-	-	150,537	348,666,686	150,537	348,666,686	106,042	217,028,146
236	22-Nov-21	204,670	471,985,478	0,952	7,563,842	15,827	36,681,374	-	-	24,904	55,352,662	10,411	24,080,102	18,607	42,773,066	28,875	64,080,102	204,670	471,985,478	150,537	348,666,686	
237	23-Nov-21	200,574	461,563,210	3,303	7,563,842	11,425	24,464,113	-	-	14,729	32,028,015	10,935	23,146,311	11,112	25,543,058	22,047	50,638,617	200,574	461,563,210	150,537	348,666,686	
238	24-Nov-21	193,257	442,901,816	6,292	14,373,257	6,448	13,621,199	-	-	12,441	27,596,950	11,009	25,083,680	10,861	24,965,548	21,879	50,040,228	183,827	442,901,816	150,537	348,666,686	
239	25-Nov-21	183,827	430,858,588	13,022	29,542,186	4,911	1,419,522	-	-	13,452	32,781,739	10,545	24,490,339	10,861	24,965,548	21,879	50,040,228	183,827	430,858,588	150,537	348,666,686	
240	26-Nov-21	186,635	427,139,908	9,224	19,566,159	5,752	12,971,225	-	-	14,977	37,337,384	10,846	24,919,410	10,585	24,319,018	21,531	49,458,728	180,000	427,139,908	150,537	348,666,686	
241	27-Nov-21	180,080	410,218,865	4,642	8,279,729	20,419	25,941,625	-	-	15,114	31,900,464	10,461	23,736,236	10,548	23,782,483	21,009	47,518,669	174,185	410,218,865	150,537	348,666,686	
242	28-Nov-21	174,185	394,630,659	4,245	8,279,729	20,419	25,941,625	-	-	24,603	59,827,563	9,569	22,639,990	10,006	22,582,035	19,975	45,222,024	178,873	394,630,659	150,537	348,666,686	
243	29-Nov-21	178,873	409,231,186	4,542	9,006,353	9,298	21,020,405	-	-	19,840	37,026,750	19,888	45,391,841	10,091	22,753,822	29,979	68,145,693	167,734	409,231,186	150,537	348,666,686	
244	30-Nov-21	162,794	373,112,291	4,866	13,401,981	17,407	48,160,405	-	-	22,274	61,521,960	19,888	45,391,841	10,091	22,753,822	29,979	68,145,693	167,734	409,231,186	150,537	348,666,686	
	Total Nov-21			232,485	535,993,449	319,333	744,683,204	-	-	551,800	1,280,676,853	233,538	529,296,200	252,508	564,834,808	486,106	1,094,133,008			413,557,738		

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Annex P13 - Details of Primary Fuel Consumption:

Primary Fuel consumption
D.L. POWER LIMITED FY: 2021-22

S. No.	Date	Opening Stock		Purchase (Intra Coal)		Purchase (Inter Coal)		Purchase (Imported)	Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock	
		Qty	Value	Qty	Value	Qty	Value		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
245	1-Dec-21	175,546	413,552,738	13,333	29,496,992	7,711	22,628,763	-	21,044	52,125,754	10,020	23,228,640	9,813	22,344,048	19,833	45,572,688	177,057	420,105,805
246	2-Dec-21	177,057	420,105,805	5,139	10,385,511	11,019	25,980,480	-	16,158	36,372,991	9,956	23,090,911	9,864	22,467,760	19,820	45,561,671	173,995	419,378,124
247	3-Dec-21	173,995	419,378,124	4,895	10,178,837	17,409	38,077,830	-	22,304	49,156,668	17,339	28,761,461	17,039	28,526,079	22,445	52,697,541	172,851	407,587,251
248	4-Dec-21	172,851	407,587,251	8,588	17,609,944	7,644	19,971,880	-	16,232	37,581,824	10,934	24,431,776	11,039	24,802,712	21,943	49,384,488	167,140	397,794,594
249	5-Dec-21	167,140	397,794,594	9,125	19,006,034	10,052	21,753,349	-	19,177	40,759,383	18,400	39,882,900	10,565	23,046,581	10,048	22,680,249	20,281	49,706,830
250	6-Dec-21	166,096	394,286,167	13,015	27,271,979	5,384	12,055,600	-	18,400	49,541,757	10,565	23,046,581	10,565	23,046,581	10,048	22,680,249	20,281	49,706,830
251	7-Dec-21	169,232	375,877,061	13,872	29,162,592	13,479	31,045,865	-	27,351	61,290,462	10,220	22,533,228	9,736	22,173,424	19,412	44,806,652	167,532	391,024,742
252	8-Dec-21	170,117	391,024,742	10,701	24,466,923	6,026	16,658,946	-	16,616	41,335,469	9,676	22,533,228	9,736	22,173,424	19,412	44,806,652	167,532	391,024,742
253	9-Dec-21	167,422	387,553,539	9,949	17,681,963	20,042	49,589,293	-	19,391	67,271,258	10,248	23,688,665	10,195	23,145,339	20,446	47,034,004	173,089	403,164,309
254	10-Dec-21	173,089	403,164,309	8,290	18,019,203	16,417	41,338,539	-	20,647	67,377,743	10,015	23,600,255	9,739	22,602,640	19,441	45,502,657	172,038	406,273,081
255	11-Dec-21	172,038	406,273,081	6,290	13,079,813	16,417	41,338,539	-	20,647	67,377,743	10,015	23,600,255	9,739	22,602,640	19,441	45,502,657	172,038	406,273,081
256	12-Dec-21	176,877	420,184,942	12,375	28,579,487	16,657	43,388,316	-	29,032	71,967,703	9,948	23,621,677	9,973	23,052,640	19,921	46,674,317	185,988	445,478,427
257	13-Dec-21	185,988	445,478,427	5,396	13,025,959	11,777	30,154,293	-	17,173	43,180,252	9,357	22,211,942	9,328	22,064,210	19,635	44,276,152	184,476	444,402,527
258	14-Dec-21	184,476	444,402,527	8,280	19,687,923	10,070	25,352,008	-	18,320	45,039,936	9,489	22,343,685	9,661	22,075,590	19,150	45,019,275	183,676	444,382,178
259	15-Dec-21	183,676	444,402,527	1,787	3,889,695	16,837	42,625,507	-	18,320	45,039,936	10,081	23,108,797	10,239	24,075,693	20,340	47,184,489	181,960	441,784,830
260	16-Dec-21	181,960	443,784,830	8,090	16,819,761	13,788	36,051,067	-	21,828	52,880,818	9,937	22,800,347	10,085	23,105,532	20,022	45,945,980	181,756	450,719,768
261	17-Dec-21	183,756	450,719,768	15,024	30,646,914	4,619	11,162,904	-	19,643	41,809,508	9,937	22,800,347	10,085	23,105,532	20,022	45,945,980	181,756	450,719,768
262	18-Dec-21	188,603	451,315,942	8,839	19,674,240	18,117	40,080,682	-	28,948	59,754,722	9,594	22,294,071	9,571	22,365,169	19,526	45,775,099	193,581	463,743,540
263	19-Dec-21	188,603	451,315,942	9,849	20,791,223	10,902	25,644,605	-	28,948	59,754,722	9,594	22,294,071	9,571	22,365,169	19,526	45,775,099	193,581	463,743,540
264	20-Dec-21	192,398	464,480,383	8,839	19,674,240	18,117	40,080,682	-	28,948	59,754,722	9,594	22,294,071	9,571	22,365,169	19,526	45,775,099	193,581	463,743,540
265	21-Dec-21	200,040	471,583,967	2,014	5,725,097	11,052	24,210,072	-	13,067	29,935,573	9,677	22,625,493	10,268	24,344,455	19,943	46,709,809	188,633	451,325,942
266	22-Dec-21	193,581	463,743,540	5,043	11,133,240	15,272	35,848,005	-	24,975	59,306,859	9,782	23,471,775	10,273	24,690,515	20,011	48,080,408	193,557	460,612,434
267	23-Dec-21	193,581	463,743,540	8,976	21,125,358	15,999	38,241,542	-	24,975	59,306,859	9,782	23,471,775	10,273	24,690,515	20,011	48,080,408	193,557	460,612,434
268	24-Dec-21	193,597	467,612,434	2,133	6,007,273	20,447	49,118,506	-	22,620	51,749,102	9,675	22,869,827	9,675	22,980,624	19,888	44,850,452	199,670	476,353,515
269	25-Dec-21	195,981	469,464,865	9,176	21,578,755	13,401	30,170,347	-	16,048	38,531,810	9,436	22,414,498	9,767	23,223,624	19,203	45,628,122	196,515	476,353,515
270	26-Dec-21	195,981	469,464,865	9,403	21,949,468	5,645	16,582,342	-	19,994	46,526,294	9,033	21,380,980	9,528	22,446,802	18,564	43,924,003	197,948	473,629,686
271	27-Dec-21	197,948	473,629,686	9,883	23,311,266	10,111	24,984,988	-	20,900	49,166,776	8,879	20,914,519	9,515	22,446,802	18,564	43,924,003	197,948	473,629,686
272	28-Dec-21	197,948	473,629,686	9,883	23,311,266	10,111	24,984,988	-	20,900	49,166,776	8,879	20,914,519	9,515	22,446,802	18,564	43,924,003	197,948	473,629,686
273	29-Dec-21	200,457	479,435,121	9,064	20,483,349	11,580	26,687,088	-	25,646	61,434,784	9,114	21,414,003	9,499	22,409,818	18,613	43,980,882	207,690	479,435,121
274	30-Dec-21	207,690	496,976,024	8,968	21,079,969	16,782	40,941,435	-	16,588	41,757,422	9,340	21,915,074	10,146	23,880,586	19,886	46,796,010	204,752	491,937,436
275	31-Dec-21	204,752	491,937,436	9,009	20,247,003	10,605	28,211,218	-	19,613	48,436,231	9,333	21,542,238	9,840	22,794,397	19,173	44,336,613	205,193	496,059,022
	Total Dec-21			262,219	584,987,090	381,290	925,057,206	-	643,969	1,310,044,296	305,435	711,210,706	308,968	716,327,304	614,433	1,427,538,012		

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Annex P13 - Details of Primary Fuel consumption:

Primary Fuel consumption
O.B. POWER LIMITED (FY 2021-22)

S. No.	Date	Opening Stock		Purchase (Unlunge Coal)		Purchase (Lunge Coal)		Purchase (Imported)	Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock	
		Qty	Value	Qty	Value	Qty	Value		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
276	1-Jan-22	205,193	496,059,022	5,230	12,205,756	10,379	25,251,318	-	15,609	37,517,074	8,608	20,555,356	9,530	22,607,556	19,138	43,002,312	202,653	490,513,584
277	2-Jan-22	202,063	490,513,584	6,969	20,674,834	16,650	39,490,051	-	26,639	60,164,085	8,855	20,788,110	9,516	22,318,453	18,371	43,006,623	209,591	507,581,816
278	3-Jan-22	209,031	507,581,816	4,263	10,201,897	17,316	41,088,957	-	21,579	52,276,854	9,633	23,004,854	8,528	20,260,441	18,163	43,265,295	213,347	516,099,405
279	4-Jan-22	213,347	516,099,405	7,946	17,404,785	19,061	45,189,912	-	27,007	62,650,756	9,363	22,073,890	9,972	23,479,190	19,335	45,553,080	221,012	549,791,042
280	5-Jan-22	221,019	521,019,082	4,535	13,974,406	12,882	37,553,852	-	18,506	45,538,327	9,346	22,032,709	9,975	23,486,407	19,371	45,519,116	221,204	553,810,343
281	6-Jan-22	223,054	538,810,343	8,499	19,178,902	12,282	30,136,644	-	20,292	49,315,546	9,372	22,224,438	9,551	22,620,801	18,923	44,885,229	231,062	558,280,560
282	7-Jan-22	229,052	558,280,560	11,966	27,429,262	15,071	39,601,792	-	27,017	67,011,528	9,690	22,792,449	10,032	23,597,901	19,722	46,330,345	230,877	568,981,843
283	8-Jan-22	230,372	558,981,843	8,383	19,098,912	12,520	34,843,432	-	20,901	53,942,344	8,911	21,257,585	9,356	22,117,389	18,267	43,314,974	233,013	569,549,213
284	9-Jan-22	230,013	569,549,213	8,383	19,098,912	12,520	34,843,432	-	20,901	53,942,344	8,911	21,257,585	9,356	22,117,389	18,267	43,314,974	233,013	569,549,213
285	10-Jan-22	234,957	578,587,291	5,803	13,148,720	11,758	42,208,808	-	21,310	51,805,627	9,865	22,764,487	9,144	21,505,997	18,705	42,767,579	234,967	578,587,291
286	11-Jan-22	237,183	587,981,804	5,803	13,148,720	11,758	42,208,808	-	21,310	51,805,627	9,865	22,764,487	9,144	21,505,997	18,705	42,767,579	234,967	578,587,291
287	12-Jan-22	240,232	600,174,441	4,635	10,323,020	9,763	28,659,073	-	22,476	47,151,989	9,477	20,701,991	9,517	21,968,731	19,427	45,301,123	240,232	600,174,441
288	13-Jan-22	239,448	600,313,921	5,162	6,537,665	13,690	33,639,437	-	22,418	40,177,803	9,829	24,355,409	9,740	21,310,519	19,427	45,301,123	240,232	600,313,921
289	14-Jan-22	237,356	596,093,139	9,407	24,675,309	13,690	33,639,437	-	22,418	40,177,803	9,998	24,418,143	10,052	24,375,971	20,050	47,709,514	239,743	600,093,139
290	15-Jan-22	239,743	603,520,648	10,139	21,076,728	12,202	29,419,943	-	22,941	50,456,071	9,333	22,432,297	9,634	22,676,099	18,157	45,098,395	242,927	603,520,648
291	16-Jan-22	242,927	608,918,524	9,935	21,552,452	7,933	16,188,342	-	22,941	50,456,071	9,333	22,432,297	9,634	22,676,099	18,157	45,098,395	242,927	608,918,524
292	17-Jan-22	241,755	606,409,668	10,844	32,428,524	6,195	16,188,342	-	22,941	50,456,071	9,333	22,432,297	9,634	22,676,099	18,157	45,098,395	242,927	606,409,668
293	18-Jan-22	241,214	604,918,009	15,547	32,618,955	4,173	10,035,941	-	19,721	43,654,886	9,739	21,142,298	9,391	21,405,627	17,590	42,627,865	242,905	604,918,009
294	19-Jan-22	242,305	604,918,009	11,000	32,853,899	10,189	25,064,540	-	21,869	49,828,439	8,998	20,521,223	9,380	21,388,479	18,378	42,805,341	241,214	604,918,009
295	20-Jan-22	245,196	612,836,776	11,961	26,477,877	7,809	19,604,907	-	19,160	44,032,784	9,516	21,982,067	9,603	22,080,827	19,119	44,012,894	245,196	612,836,776
296	21-Jan-22	245,296	612,906,666	7,479	15,641,229	9,710	10,746,717	-	21,983	52,207,129	9,516	20,964,948	9,011	20,724,450	18,117	41,689,398	245,296	612,906,666
297	22-Jan-22	248,288	597,695,214	11,355	25,292,275	9,210	27,004,854	-	21,983	52,207,129	9,516	20,964,948	9,011	20,724,450	18,117	41,689,398	245,296	612,906,666
298	23-Jan-22	242,090	609,487,186	7,184	14,908,460	4,120	11,209,914	-	11,913	26,118,474	8,772	19,451,922	9,205	20,457,158	18,181	40,415,158	242,090	609,487,186
299	24-Jan-22	235,308	595,487,024	3,640	14,908,460	8,573	22,783,041	-	12,318	29,788,079	9,039	20,068,717	9,512	21,062,134	18,551	41,148,877	235,308	595,487,024
300	25-Jan-22	229,070	578,126,253	2,144	4,379,210	6,305	15,801,857	-	13,651	33,340,524	9,239	22,401,515	9,593	21,046,526	18,892	46,138,041	229,070	578,126,253
301	26-Jan-22	218,987	553,143,942	9,561	7,538,447	10,090	15,801,857	-	19,100	32,530,277	9,380	22,647,536	9,627	21,504,185	18,471	46,138,041	218,987	553,143,942
302	27-Jan-22	213,360	540,252,582	7,043	16,313,950	12,092	15,801,857	-	30,634	75,060,513	9,015	21,223,790	9,392	21,288,046	18,471	43,676,103	213,360	540,252,582
303	28-Jan-22	213,809	529,106,709	14,406	32,442,646	16,388	42,617,607	-	30,634	75,060,513	9,015	21,223,790	9,392	21,288,046	18,471	43,676,103	213,809	529,106,709
304	29-Jan-22	226,365	560,822,313	10,554	26,418,458	4,900	13,410,545	-	15,484	37,829,005	9,831	23,100,639	10,086	23,581,579	19,917	46,262,278	226,365	560,822,313
305	30-Jan-22	221,832	551,889,039	11,939	26,579,280	9,324	23,807,316	-	21,263	50,387,696	9,554	22,673,341	9,915	23,409,032	19,639	46,082,373	221,832	551,889,039
306	31-Jan-22	223,456	556,193,763	11,051	23,701,653	9,292	26,016,932	-	20,343	49,718,595	9,259	21,807,759	9,538	22,417,220	18,797	44,224,973	223,456	556,193,763
	Total Jan-22			269,736	585,246,500	333,678	845,077,372	-	603,412	1,430,324,271	288,063	673,712,828	295,540	690,983,095	583,603	1,384,095,925		561,687,369

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Annex P13 - Details of Primary Fuel Consumption:

Primary Fuel Consumption
D.R. POWER LIMITED (FY: 2021-22)

S. No.	Date	Opening Stock		Purchase (Linkage Coal)		Purchase (Auction Coal)		Purchase (Imported)		Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock			
		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
307	1-Feb-22	225,002	661,007,369	9,388	19,743,543	13,776	33,239,573	23,664	52,851,137	9,311	20,297,414	9,716	22,006,184	15,227	43,303,598	229,938	572,564,887				
308	2-Feb-22	228,938	572,364,887	13,863	30,071,693	11,779	26,635,645	25,642	57,607,238	10,004	21,272,812	10,110	22,821,218	15,227	43,303,598	229,938	572,564,887				
309	3-Feb-22	234,486	585,878,935	15,044	20,582,666	2,475	(73,505,221)	17,519	(2,627,726)	9,738	20,680,930	10,021	21,445,028	19,759	42,134,957	234,486	585,878,935				
310	4-Feb-22	232,236	541,120,713	10,665	24,987,953	6,275	15,988,986	16,900	40,955,789	9,827	22,188,481	9,962	21,875,120	19,789	44,069,001	232,236	541,120,713				
311	5-Feb-22	229,378	536,007,502	12,864	29,010,271	8,572	21,017,785	21,486	50,028,055	9,592	21,654,153	9,592	21,554,505	19,183	43,218,667	229,378	536,007,502				
312	6-Feb-22	231,580	544,016,890	9,408	21,107,061	7,292	17,887,107	16,701	38,594,168	9,520	21,570,384	9,799	21,907,486	19,259	43,537,870	231,580	544,016,890				
313	7-Feb-22	229,022	540,278,188	5,245	11,567,008	11,586	28,618,126	16,780	40,605,194	9,561	21,751,967	10,014	22,751,967	19,997	43,524,160	229,022	540,278,188				
314	8-Feb-22	225,761	534,956,321	9,405	20,789,743	10,597	25,868,418	20,003	46,658,161	9,293	22,772,793	9,432	21,494,536	19,121	43,690,235	225,761	534,956,321				
315	9-Feb-22	225,706	535,990,322	5,956	11,654,051	9,299	8,008,588	8,995	19,662,630	8,331	19,581,780	10,262	24,002,517	18,993	43,504,306	225,706	535,990,322				
316	10-Feb-22	216,296	511,962,705	9,117	18,102,773	10,582	26,325,125	19,699	44,427,898	8,331	19,581,780	10,262	24,002,517	18,993	43,504,306	216,296	511,962,705				
317	11-Feb-22	216,296	511,962,705	9,009	19,449,441	5,245	15,476,499	18,064	34,931,910	7,577	16,545,950	10,168	23,755,295	17,943	38,433,607	216,296	511,962,705				
318	12-Feb-22	221,182	523,995,913	11,341	25,212,778	9,388	24,111,099	20,790	49,324,487	10,567	22,649,203	10,468	23,589,021	21,035	46,238,224	221,182	523,995,913				
319	13-Feb-22	221,904	533,886,793	6,219	16,762,499	18,871	44,384,792	27,985	53,147,291	10,567	22,649,203	10,468	23,589,021	21,035	46,238,224	221,904	533,886,793				
320	14-Feb-22	220,072	550,795,861	1,365	1,666,538	12,030	27,027,463	13,614	28,694,001	10,028	21,668,670	10,273	22,577,830	20,252	44,166,499	220,072	550,795,861				
321	15-Feb-22	221,305	555,343,362	11,461	13,586,210	14,579	37,106,565	26,540	50,095,775	9,897	19,494,303	10,066	19,858,290	19,903	39,352,593	221,305	555,343,362				
322	16-Feb-22	229,572	546,688,544	8,842	6,784,035	21,712	51,461,665	25,554	60,225,701	9,921	22,196,837	9,935	21,833,629	19,856	44,030,467	229,572	546,688,544				
323	17-Feb-22	225,230	562,881,778	8,712	6,467,491	13,198	32,383,433	16,520	40,850,963	9,843	21,498,526	10,230	22,950,487	20,073	44,448,963	225,230	562,881,778				
324	18-Feb-22	232,057	559,283,788	-	115,015	26,581	68,201,363	26,581	68,201,363	9,845	24,131,803	9,876	23,731,542	19,721	47,863,345	232,057	559,283,788				
325	19-Feb-22	238,917	579,736,832	-	-	21,159	51,626,558	21,159	51,626,558	9,760	23,521,404	9,780	23,500,858	19,540	47,422,262	238,917	579,736,832				
326	20-Feb-22	240,536	585,941,528	-	-	26,199	62,489,168	26,199	62,489,168	9,241	22,649,421	9,648	23,183,669	18,880	47,265,575	240,536	585,941,528				
327	21-Feb-22	247,787	600,597,007	-	(4,210,368)	22,578	60,565,026	22,578	60,565,026	8,408	23,279,320	9,912	23,986,255	19,480	47,265,575	247,787	600,597,007				
328	22-Feb-22	251,539	613,897,066	-	-	20,480	62,489,168	20,480	62,489,168	9,764	23,521,404	10,071	24,200,117	19,825	48,107,128	251,539	613,897,066				
329	23-Feb-22	251,539	613,897,066	-	-	24,061	61,880,871	24,061	61,880,871	9,712	24,314,315	10,477	25,505,270	20,389	49,819,186	251,539	613,897,066				
330	24-Feb-22	255,661	626,439,744	-	1,131,547	21,012	62,070,482	21,012	62,070,482	9,764	23,521,404	10,346	24,307,138	20,711	51,169,476	255,661	626,439,744				
331	25-Feb-22	255,962	637,074,746	-	(26,044)	21,881	63,247,381	21,881	63,247,381	9,807	24,384,612	10,184	24,910,873	20,081	49,695,486	255,962	637,074,746				
332	26-Feb-22	257,762	640,533,708	-	(36,725)	25,109	69,247,300	25,109	69,247,300	9,293	23,827,313	9,672	24,656,481	18,875	47,185,793	257,762	640,533,708				
333	27-Feb-22	263,995	662,749,859	-	-	26,855	70,503,888	26,855	70,503,888	10,433	26,723,920	10,542	25,786,570	20,995	52,510,490	263,995	662,749,859				
334	28-Feb-22	268,856	680,743,257	4,177	9,231,164	29,517	72,560,425	33,693	81,811,500	9,918	24,315,065	10,033	24,661,489	20,001	48,976,553	268,856	680,743,257				
	Total Feb-22		154,500		310,375,031		445,868		1,096,529,870		600,617		1,406,304,900		281,825		648,704,826		562,221		1,235,013,976

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Annex P13 - Details of Primary Fuel consumption:

Primary Fuel consumption
D.B. POWER LIMITED (FY: 2021-22)

S.No.	Date	Opening Stock		Purchase (Linkage Cost)		Purchase (Auction Cost)		Purchase (Imported)		Total Purchase		Consumption (Unit-I)		Consumption (Unit-II)		Consumption (Total)		Closing Stock	
		Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value	Qty	Value
335	1-Mar-22	282,548	713,578,293	7,443	16,014,215	22,216	58,541,422	-	-	29,659	75,521,637	9,271	23,641,431	10,006	24,367,267	19,777	47,968,758	292,430	741,191,172
336	2-Mar-22	292,430	741,191,172	11,222	25,599,122	14,384	37,609,205	-	-	25,606	68,408,417	9,567	23,704,640	9,921	23,606,819	19,488	46,451,460	298,548	753,148,120
337	3-Mar-22	298,548	753,148,120	7,859	17,925,353	19,315	44,888,075	-	-	26,173	62,614,405	9,064	24,912,210	9,664	24,795,057	18,528	47,797,999	305,793	768,232,127
338	4-Mar-22	305,793	768,232,127	3,611	8,258,011	19,979	53,939,090	-	-	23,590	55,998,090	10,179	26,518,902	10,041	24,295,057	20,220	48,813,959	309,153	774,904,257
339	5-Mar-22	309,153	774,904,257	13,408	31,135,980	14,861	37,482,443	-	-	29,764	72,618,443	9,157	21,744,275	9,413	22,409,758	18,570	44,154,033	320,357	801,006,656
340	6-Mar-22	324,833	811,197,880	4,017	9,163,290	20,541	47,989,356	-	-	24,558	57,152,586	10,046	24,699,333	10,044	24,734,243	20,092	49,223,574	324,833	811,197,880
341	7-Mar-22	334,005	811,197,880	7,594	17,321,898	21,627	51,005,964	-	-	29,400	68,327,222	9,517	23,496,482	9,841	23,475,103	19,358	45,971,984	356,772	868,108,759
342	8-Mar-22	356,519	868,108,759	8,218	15,547,202	21,182	47,285,788	-	-	18,135	44,091,491	9,874	24,993,940	10,022	23,311,290	19,896	45,801,572	376,487	902,765,520
343	9-Mar-22	365,158	902,765,520	4,508	10,275,844	13,632	33,815,649	-	-	20,280	51,292,792	9,815	23,437,240	9,577	23,157,057	19,952	45,763,512	396,675	927,412,489
344	10-Mar-22	376,687	930,706,995	8,204	19,546,429	13,073	33,345,369	-	-	23,774	56,671,540	9,128	20,291,108	9,409	21,851,042	18,537	42,142,239	396,675	927,412,489
345	11-Mar-22	394,082	978,481,079	11,579	23,216,007	15,177	36,859,169	-	-	16,585	39,252,975	9,743	21,663,649	9,235	21,614,310	18,978	43,077,849	394,082	978,481,079
346	12-Mar-22	403,376	991,498,375	4,225	9,640,671	15,225	45,844,467	-	-	14,381	34,176,751	10,308	23,021,548	9,532	22,662,561	19,930	45,664,109	403,376	991,498,375
347	13-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
348	14-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
349	15-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
350	16-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
351	17-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
352	18-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
353	19-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
354	20-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
355	21-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
356	22-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
357	23-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
358	24-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
359	25-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
360	26-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
361	27-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
362	28-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
363	29-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
364	30-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
365	31-Mar-22	406,196	1,001,319,403	7,800	17,891,068	6,525	16,235,062	-	-	14,281	34,176,751	10,309	23,049,442	10,201	23,886,440	20,510	47,735,883	400,367	987,760,272
	Total Mar-22			289,812	650,322,000	4,124	412,446	1,000,258,666	-	701,758	1,658,580,666	304,817	725,367,263	304,648	731,766,590	609,465	1,457,133,852		

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Annexure B-14

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DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Centre, C-31, 'G' Block, Opp. Dena Bank, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Tel No +91-22-3930 6000 Fax No +91-22-3930 6008

Ref: DBPL/CSP Tradco/ 5%/04042022

Date: 04.04.2022

To,
Chief Engineer (Tech. Cell)
Chhattisgarh State Power trading Co ltd
2nd floor, Vidyut Seva Bhawan, Dangania, Raipur, 492013
E Mail: ce.techcell@gmail.com

Sub: Request for back to back PPA between CSP Tradco and CSPDCL

Ref:

1. Letter no: DBPL/CSP Tradco/ 5%/13072020 dated 13th July 2020
2. Letter no: DBPL/FSA/SLC[LT]/2112021 dated 21st December 2021

Sir,

This is with reference to our repeated requests regarding back to back power purchase agreement between CSP Tradco and CSPDCL for the supply of 5% net power, being part of the PPA signed for 35% of the plant capacity in Jan 2011, between DB Power Limited and CSP Tradco. DBPL has communicated (see Ref#1) in the past as well that Unit I (600 MW) of the station has a Fuel supply agreement [FSA] and coal corresponding to this 5% net power from Unit I can be availed upon furnishing PPA with any Discom [i.e. back to back PPA between the CSP Tradco and CSPDCL]. For Unit II, being no FSA with Coal India, has to continue supplying power generated from coal which is sourced through E Auctions.

DBPL would like to bring to your attention that the timeline for furnishing the long term PPA to avail linkage, which is a conditions precedent in the FSA with SECL, stood expired on 31.12.2021 i.e. the 5% net power supply to CSP Tradco is no longer eligible for allocation of linkage coal under the FSA and DBPL will have to continue procuring coal under e-auctions to meet the supply. The opportunity to secure linkage coal on a long-term basis under the FSA (of Unit I 600 MW) is foregone due to CSP Tradco not able to provide back to back PPA with CSPDCL.

To mention, DBPL, in capacity of an individual IPP as well as through Industry Associations (Association of Power Producers), has made representations (Ref # 2) to Ministry of Coal and Ministry of Power for extension of timeline for fulfilling the condition precedent with an intention to avail linkage coal and supply power out of linkage coal to the extent of 5% of supply from the Unit I [600 MW], to CSP Tradco / CSPDCL.

Registered Office:

Office Block 1A, 5th Floor, Corporate Block, DB City Park, DB City Arera Mills, Opposite M. P. Nagar Zone - I, Bhopal - 462 016 (M. P.)



DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Centre, C-31, 'G' Block, Opp. Dena Bank, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Tel No +91-22-3930 6000 Fax No +91-22-3930 6008

The issue was taken up in the Meeting of the Standing Linkage Committee (SLC) - Long Term (LT) for Power Sector - SLC (LT) No. 01/22; and the recommendation of the SLC (LT) is as below

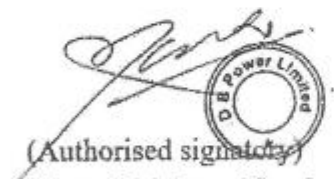
"In view of the deliberations in the meeting, the Committee recommended that the request for extension of Condition Precedent (CP) Clause for 2 years from 31.12.2021 cannot be agreed to. However, in view of provisions of SHAKTI Policy where timelines have been prescribed and also the guideline on fading away of the old regime of the LoA-FSA, SLC (LT) recommended for extension of timeline for obtaining PPA as per the CP clause under FSA till 31.03.2022"

We reiterate our request for furnishing back to back power purchase agreement between CSP Tradco and CSPDCL, so that we could attempt to secure coal under new Coal auction scheme, SHAKTI B (iii), as and when announced, in the future.

An early action in this regard is highly solicited

Thanking you,

Yours faithfully,
For DB Power Ltd


(Authorised signatory)

Manu Krishnan Namboothiri,
Head (Strategy, Power sales & Corporate Relationships)
Email: manu.namboothiri@dbpower.in, Mob: +91 7506256244, Land Line: +91 22 7156 6011

Enclosed: As above

Copy to:

- The Managing Director**
Chhattisgarh State Power Trading Co. Ltd. (CSP Tradco)
2nd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur, Chhattisgarh - 492013
E Mail: mdtradeco@cspc.co.in



DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Centre, C-31, 'G' Block, Opp. Dena Bank, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051
Tel No +91-22-3930 6000 Fax No +91-22-3930 6008

- 2. **The Managing Director,**
Chhattisgarh State Power Distribution Company Limited (CSPDCL),
3rd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur, Chhattisgarh – 492013
Email: mddiscom@cspc.co.in ; mddiscom@gmail.com

- 3. **The Secretary,**
Department of Energy,
Mahanadi Bhavan, Atal Nagar, Nava Raipur,
Chhattisgarh – 492002,
Email: ankit.ias06@gmail.com; chairman@cspc.co.in

Registered Office:

Office Block 1A, 5th Floor, Corporate Block, DB City Park, DB City Arena Mills, Opposite M. P. Nagar Zone – I, Bhopal – 462 016 (M. P.)



DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: Naman Corporate Link, 3rd Floor, C-31 G Block, Bandra Kurla Complex, Bandra (E) Mumbai-400051
Tel No +91-22-3930 6000, Fax No +91-22-3930 6008

DBPL/FSA/SLC[LT]/2112021

Date: 21.12.2021

To,

Shri Anil Kumar Jain,
Secretary, Ministry of Coal
Shastri Bhawan, New Delhi - 110 001
E Mail: secy.moc@nic.in

Sub: Timeline for entering into PPA as per Condition Precedent requirement under FSA – request for extension

Ref: File No. CLD-23014/1/2020-CLD, Minutes of Meeting of the Standing Linkage Committee (Long-Term) for Power Sector, dated 23.06.2020,

Dear Sir,

We DB Power have 2x600 MW Power station in Chhattisgarh; of this, Unit I [600 MW] is having Long Term Fuel Supply Agreement with SECL. So far, we could furnish Long Term PPA to the extend of 519 MW in line with the FSA conditions.

We are thankful to MoC that the original timeline of 31st March 2015 to enter into Long term PPA has been extended from time to time, with the latest one up to 31.12.2021 vide SLC(LT) meeting held on 28.05.2020.

As you are aware, bidding opportunities for Medium and Long term PPAs are still subdued due to which commissioned power plants with FSAs such as ours are unable to sign PPAs, having an untied 81 MW out of 600 MW.

Keeping the current extension gets expired by 31.12.2021, an immediate extension may please be granted to sign & furnish PPAs so that we can participate in upcoming medium / long term power purchase tenders.

Due to unavoidable market dynamics brought about by a shift away from long/medium term PPAs, we request to extend the time line by another 2 years, i.e from 31.12.2021 to 31.12.2023.


Registered Office:

Office Block 1A, 5th Floor, Corporate Block, DB City Park, DB City Arera Hills, Opposite M. P. Nagar Zone – I, Bhopal – 462016 (M. P.)
Tel: +91-755-398 888 Fax: +91-755-267 5190

Thanking You

Yours faithfully,

For DB Power Ltd



(Authorised signatory)

Manu Krishnan Namboothiri,

Head (Strategy, Power sales & Corporate Relationships)

Email: manu.namboothiri@dbpower.in, Mob: +91 7506256244, Land Line: +91 22 7156 6011

Copy to:

1. **Shri Alok Kumar,**
Secretary, Ministry of Power,
Shram Shakthi Bhavan, Rafi Marg, New Delhi – 110 001
Email: secy-power@nic.in

2. **Shri Vinod Kumar Tiwari,**
Additional Secretary,
Ministry of Coal,
Shastri Bhawan, New Delhi - 110 001
E Mail: as.moc@nic.in

3. **Shri Vivek Kumar Dewangan,**
Addl Secretary (Thermal), Ministry of Power,
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DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Centre, C-31, 'G' Block, Opp. Dena Bank, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Tel No +91-22-3930 6000 Fax No +91-22-3930 6008

DBPL/CSP Tradco/ 5%/13072020

Date: 13/07/2020

To,
The Chief Engineer (Tech. Cell)
Chhattisgarh State Power trading Co Ltd
2nd floor, Vidyut Seva Bhawan, Dangania, Raipur, 492013
E Mail: ce.techcell@gmail.com

Sub: Supplementary PPA

Ref: Letter no: MD/ Trading/ Tech cell/ 177/Raipur dated 25th Jun 2020

Sir

This is with reference to your letter dated 25th Jun 2020, on executing a supplementary PPA between DB Power and CSP Tradco Ltd. In this regard, we already have filed Petition no. 62 of 2019 for offtake, by CSPTCL, of 30% power from DBPL's project in terms of the PPA dated 05.01.2011. As such, there is no need to sign the Supplementary PPA.

Though we have been supplying 5% power at energy charge to CSP Tradco for the last 5 years, no back to back agreement between CSP Tradco and CSPDCL had been shared to us, to date. As explained earlier too, our Unit 1 (600 MW) is having linkage coal and on producing the back to back agreement, the benefit of linkage coal can be made available to CSP Tradco / CSPDCL at least for the supply of power from our Unit I.

As such, you are once again requested to provide us the executed copy of back to back agreement between CSP Tradco and CSPDCL for 5% power being off taken from DB Power since Aug 2015.

Thanking You

Yours faithfully,
For DB Power Ltd


(Authorised signatory)

Manu Krishnan Namboothiri,
Head (Strategy, Power sales & Corporate Relationships)

Email: manu.namboothiri@dbpower.in, Mob: +91 7506256244, Land Line: +91 22 7156 6011



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DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, Block G, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-3930 6000, Fax No 09699610110

To: The Chief Engineer (Technical Cell)
Chhattisgarh State Power Trading Company
2nd Floor, Vidhyut Seva Bhavan, Daganiya,
Raipur, Chhattisgarh-492 013

Ref: DBPL/PSR/CSPTdCL/449
Date: 16.10.2017

Sub: Adhoc Tariff for 5% power supply to CSPTCL
Reference: (a) PPA dated 05.01.2011 (b) Your Letter CE/TechCell/Trading/366 dt. 31.05.2017

Dear Sir,

This is with reference to the PPA dated 05.01.11 executed between DB Power Limited (DBPL) and Chhattisgarh State Power Trading Company Limited (CSPTdCL) for supply of 5% of net generation at variable cost and 30% of the installed capacity at a rate as may be determined in accordance with CERC Tariff regulations from DBPL's 2 X 600 MW Power plant, at Badadarha, District - Janjgir- Champa. While unit #1 has linkage coal, the unit #2 had captive mine, which was subsequently deallocated by the Hon'ble Supreme Court vide its order dated 24.09.2014.

Under the aforesaid PPA, CSPTCL is currently off taking 5% of net generated power and till March 2017 was paying an adhoc Tariff of Rs 1.90/kWh per unit of electricity offered by CSPTdCL and accepted by DBPL, till the tariff is approved by the Appropriate Commission.

DBPL conveyed through number of representations regarding requirement of back to back PPA of CDPTCL and Chhattisgarh State Power Distribution Corporation Ltd (CSPDCL) to avail linkage coal from SECL, for the power being supplied from Unit #1 of DB Power Ltd, which is still awaited.

Since CSPTdCL has till date not furnished its back to back PPA with DisComs, DBPL is not getting concessional coal from SECL in respect of the 5% power supplied to CSPTdCL. Left with no option, DBPL is purchasing the coal from open market at much higher rate than Rs. 1.90/kWh.

In absence of back to back PPA and pending approval of Tariff by CSERC, DBPL is likely to participate in any SHAKTI Coal linkage auction with a view to bring down the coal cost.

Though the adhoc Tariff of Rs 1.90/kWh was not adequate to meet even its fuel cost, DBPL still continued supply of the said power to CSPDCL.



Sharma

DBPL was therefore surprised to receive a letter No. CE/TechCell/Trading/366 dated 31.05.2017 from CSPTrdCL arbitrarily reducing the adhoc energy charges from Rs 1.90/kWh to Rs 1.60 per Unit, effective from 01.04.2017. Such unilateral reduction in energy charge is causing huge financial loss to DBPL and under recovery of its energy cost.

You are aware that DBPL has already filed a petition for approval of energy charges before the Hon'ble Chhattisgarh State Electricity Regulatory Commission (CSERC), which is under their consideration.

In view of the above, it is requested to reverse the decision of reducing the Tariff to Rs 1.60/kWh and reinstate the energy charge of at least the initial agreed figure of Rs 1.90/ kWh, w. e. f. 01.04.2017.

An early action in this regard will be highly appreciated.

Thanking You
Yours Faithfully
For D B Power Ltd

(Sanjay Jadhav)
Dy. General Manager (Power Sales & Regulatory)
Email: Sales@dbpower.in
Mobile: 9769190360



भारत का राजपत्र

The Gazette of India

असाधारण
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भाग I—खण्ड 1

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संकल्प

नई दिल्ली, 28 जनवरी, 2016

टैरिफ नीति

सं. 23/2/2005-आर एंड आर (खंड-IX).-1.0 प्रस्तावना

1.1 विद्युत अधिनियम, 2003 की धारा 3 का अनुपालन करते हुए, केंद्र सरकार ने दिनांक 6 जनवरी, 2006 को टैरिफ नीति अधिसूचित की। टैरिफ नीति में और संशोधन 31 मार्च, 2008, 20 जनवरी, 2011 और 08 जुलाई, 2011 को अधिसूचित किए गए थे। विद्युत अधिनियम, 2003 की धारा 3(3) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतदद्वारा भारत के राजपत्र में इस संकल्प के प्रकाशन की तारीख से प्रभावी किए जाने हेतु संशोधित टैरिफ नीति अधिसूचित करती है।

06 जनवरी, 2006 को अधिसूचित टैरिफ नीति के प्रावधानों के अंतर्गत तथा इसमें किए गए संशोधनों के अंतर्गत किसी भी किए गए कार्य अथवा की गई कार्रवाई अथवा तथाकथित किए गए अथवा किए जाने वाले कार्य के होते हुए भी, जहां तक कि इस नीति से असंगत नहीं हैं, उन्हें इस संशोधित नीति के प्रावधानों के अंतर्गत किया गया अथवा किया जाने वाला माना जाएगा।

1.2 राष्ट्रीय विद्युत नीति ने नयी उत्पादन क्षमता की अभिवृद्धि एवं प्रतिवर्ष विद्युत की प्रतिव्यक्ति उपलब्धता बढ़ाने का लक्ष्य निर्धारित किया है एवं न केवल ऊर्जा और व्यस्ततमकालीन कमी को दूर करने के लिए, बल्कि केंद्रीय विद्युत प्राधिकरण द्वारा निर्दिष्ट स्पिनिंग रिजर्व रखा जाना भी है। विद्युत क्षेत्र को आगामी पांच वर्षों में सभी घरों को सस्ती बिजली की उपलब्धता को सुगम बनाने हेतु चुनौती को भी पूरा करना है।

1.3 केन्द्र और राज्य सरकार, बजटीय संसाधनों से अपेक्षित धनराशि मुहैया कराने में असमर्थ हैं अतः विद्युत क्षेत्र में निवेश को आकर्षित करने के लिए निवेश पर उपयुक्त रिटर्न मुहैया कराना अनिवार्य है। देश के आर्थिक विकास में तेजी लाने और लोगों के जीवन स्तर में सुधार लाने का लक्ष्य प्राप्त करने हेतु

उपभोक्ताओं की विभिन्न श्रेणियों को उचित दर पर बिजली की उपलब्धता को सुनिश्चित कराना भी समान रूप से आवश्यक है।

1.4 क्षेत्र में पर्याप्त निवेशों को आकर्षित करने की जरूरत तथा उपभोक्ताओं हेतु औचित्यपूर्ण उपयोगकर्ता शुल्क (यूजर चार्ज) के बीच संतुलन को सुनिश्चित करना विनियामक प्रक्रिया के लिए गंभीर चुनौती है। विद्युत क्षेत्र का त्वरित विकास और आवश्यक निवेशों को आकर्षित करने की इसकी क्षमता के साथ-साथ पूरे देश में नियामक दृष्टिकोण का विस्तार करना अपेक्षित है। राज्यों की अधिक संख्या और विविधताओं पर विचार करते हुए दृष्टिकोण में निरंतरता अत्यंत आवश्यक है।

2.0 विधायी स्थिति

2.1 विद्युत अधिनियम, 2003 की धारा 3(1) के जरिए केन्द्र सरकार को टैरिफ नीति निरूपण का अधिकार दिया गया है। अधिनियम की धारा 3 (3) के जरिए केन्द्र सरकार को समय-समय पर टैरिफ नीति की समीक्षा अथवा संशोधित करने का अधिकार दिया गया है।

2.2 केंद्रीय विद्युत विनियामक आयोग (सीईआरसी) और राज्य विद्युत विनियामक आयोग (एसईआरसी) विनियम निरूपण के साथ-साथ अपने कार्य निष्पादन में टैरिफ नीति से निर्देशित होंगे।

2.3 विनियामक आयोग, उत्पादन कंपनियों और पारेषण लाइसेंस धारकों के लिए टैरिफ के निर्धारण हेतु केन्द्रीय आयोग द्वारा विनिर्दिष्ट सिद्धांतों और कार्य प्रणालियों से निर्देशित होंगे।

2.4 केन्द्र सरकार द्वारा अधिनियम के प्रावधान के अंतर्गत विनियामक मंच का गठन किया गया है, जो अन्य बातों के साथ-साथ विशेषकर वितरण के क्षेत्र में नीतिगत निरंतरता बनाए रखने में सहयोग करेगा।

3.0 नीति का विकास

टैरिफ नीति को राज्य सरकारों, केन्द्रीय विद्युत प्राधिकरण (सीईए), केन्द्रीय विद्युत विनियामक आयोग और विभिन्न पणधारियों (स्टेक होल्डरों) के साथ परामर्श करके तैयार किया गया है।

4.0 नीति के उद्देश्य

टैरिफ नीति के उद्देश्य निम्नानुसार हैं :

- (क) उपभोक्ताओं को उचित एवं प्रतिस्पर्धी दरों पर विद्युत की उपलब्धता सुनिश्चित करना;
- (ख) क्षेत्र की वित्तीय व्यवहार्यता सुनिश्चित करना और निवेश को आकर्षित करना;
- (ग) विनियामक क्षेत्राधिकार में पारदर्शिता, निरंतरता और पूर्वानुमेयता को बढ़ावा देना और विनियामक जोखिमों को कम करना;
- (घ) प्रचालन में प्रतिस्पर्धा, दक्षता का संवर्द्धन करना और आपूर्ति की गुणवत्ता में सुधार करना;
- (ङ) नवीकरणीय स्रोतों से विद्युत उत्पादन को प्रोत्साहित करना;
- (च) पर्याप्त व्यस्ततमकालीन रिजर्व, विश्वसनीय ग्रिड प्रचालन तथा विभिन्न नवीकरणीय ऊर्जा स्रोतों को एकीकरण प्रदान करने के लिए पम्पड स्टोरेज परियोजनाओं (पीएसपी) सहित जल विद्युत उत्पादन को बढ़ाना;
- (छ) बेहतर उपभोक्ता सेवाओं के लिए एक गतिशील और सुदृढ़ विद्युत अवसंरचना विकसित करना;
- (ज) उपभोक्ताओं की सभी श्रेणियों को पर्याप्त और निर्बाध विद्युत की आपूर्ति सुविधाजनक बनाना;
- (झ) उपभोक्ताओं को विद्युत आपूर्ति की विश्वसनीयता के लिए अग्रिम रूप से उत्पादन, पारेषण और वितरण में संचय सहित पर्याप्त क्षमता निर्माण सुनिश्चित करना।

5.0 टैरिफ के प्रति सामान्य दृष्टिकोण

5.1 विद्युत उद्योग के विभिन्न खंडों में प्रतिस्पर्धा का समावेश करना, विद्युत अधिनियम, 2003 की मुख्य विशेषताओं में से एक है। प्रतिस्पर्धा से पूंजी लागत में कमी तथा प्रचालन में दक्षता के जरिए उपभोक्ताओं को पर्याप्त लाभ होगा। इससे प्रतिस्पर्धात्मक रूप से मूल्य निर्धारण की सुविधा उपलब्ध होगी। केन्द्र सरकार ने वितरण लाइसेंसधारकों द्वारा विद्युत उपलब्ध कराने हेतु बोली प्रक्रिया पर आधारित टैरिफ के विस्तृत निर्देश पहले ही जारी कर दिए हैं।

5.2 वितरण लाइसेंस धारकों द्वारा विद्युत की सभी भावी आवश्यकताओं को प्रतिस्पर्धात्मक रूप से प्राप्त किया जाता रहेगा सिवाय मौजूदा परियोजनाओं का विस्तार करने के मामले में, अथवा जहां पर चिन्हित किए गए विकासकर्ता के रूप में राज्य सरकार द्वारा नियंत्रणाधीन अथवा स्वामित्व वाली कंपनी हो और जहां पर विनियामकों को मानकों पर आधारित टैरिफ निर्धारण का सहारा लेना पड़ता हो बशर्ते कि इस प्रयोजनार्थ निजी विकासकर्ताओं द्वारा विद्युत उत्पादन क्षमता का विस्तार किया जाना एकबारगी अभिवृद्धि तक सीमित होगी जो कि विद्यमान क्षमता के 100% से अधिक नहीं होगी।

बशर्ते कि उपयुक्त आयोग, जैसा कि विद्युत अधिनियम, 2003 में परिभाषित है कि ऐसी विस्तार परियोजनाओं के मामले में, मौजूदा परियोजना की अवसंरचना और नई प्रौद्योगिकी की दक्षता साझा करने का लाभ टैरिफ के माध्यम से उपभोक्ताओं तक पहुँचाने को सुनिश्चित करेगा।

बशर्ते कि इसके अतिरिक्त राज्य सरकार राज्य में निवेश को बढ़ावा देने के लिए नीति अधिसूचित कर सकती है जिसके अंतर्गत उत्पादन संयंत्रों की स्थापना की अनुमति देते हुए जिसमें नवीकरणीय ऊर्जा स्रोत शामिल हैं, से उस राज्य के वितरण लाइसेंसियों द्वारा अधिकतम 35% संस्थापित क्षमता का प्रापण किया जा सकता है और जिसके लिए विद्युत अधिनियम, 2003 की धारा 62 के अंतर्गत टैरिफ निर्धारित किया जा सकता है।

बशर्ते कि नीति के पैरा 5.11 (अ) में शामिल किसी भी प्रावधान के होते हुए भी, ऐसी 35% संस्थापित क्षमता के टैरिफ को एसईआरसी द्वारा निर्धारित किया जाएगा।

तथापि, राष्ट्रीय विद्युत नीति के पैरा 5.7.1 के अंतर्गत अनुमत दीर्घकालिक पीपीए से अलग 15% विद्युत, राज्य के वितरण लाइसेंसियों द्वारा प्रापण की जाने वाली 35% विद्युत में शामिल नहीं की जाएगी।

5.3 केन्द्र सरकार द्वारा नियंत्रणाधीन अथवा इसके स्वामित्व वाली सभी नई विद्युत उत्पादन एवं पारेषण परियोजनाओं के टैरिफ का निर्धारण 6 जनवरी, 2006 को अधिसूचित टैरिफ नीति के अनुसार प्रतिस्पर्धात्मक बोली के आधार पर किया जाता रहेगा, जब तक कि अन्यथा केन्द्र सरकार द्वारा मामला-दर-मामला आधार पर विनिर्दिष्ट न किए जाए।

इसके अतिरिक्त, अंतरा-राज्य पारेषण परियोजनाएं एक श्रेष्ठहोल्ड सीमा, जिसका निर्धारण एसईआरसी द्वारा किया जाएगा, से ज्यादा लागत वाली परियोजनाएं राज्य सरकार द्वारा प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से विकसित की जाएंगी।

5.4 केंद्रीय विद्युत विनियामक आयोग, केंद्रीय विद्युत प्राधिकरण तथा अन्य पणधारकों से परामर्श करके, छः माह के अंदर, कोल वाशरी रिजेक्ट्स का प्रयोग कर रही परियोजनाओं से विद्युत उत्पादन के टैरिफ के निर्धारण हेतु विनियमों को तैयार करेगा। इन विनियमों का राज्य विद्युत विनियामक आयोगों द्वारा भी पालन किया जाएगा।

बशर्ते, केंद्रीय/राज्य पीएसयू, सरकारी कंपनी और सरकारी कंपनी से भिन्न कंपनी, जिसमें सरकारी कंपनी से भिन्न कंपनी की प्रत्यक्ष रूप से अथवा इसकी किसी भी सहायक कंपनी या संबद्ध कंपनी के माध्यम से शेयरधारिता प्रदत्त शेयर पूंजी के 26% से ज्यादा नहीं होगी, वाले संयुक्त उपक्रम द्वारा कोल वाशरी

रिजेक्ट्स आधारित परियोजनाओं से विद्युत का प्रापण अधिनियम की धारा 62 के अंतर्गत किया जा सकता है।

5.5 पम्प स्टोरेज प्लांट (पीएसपी) सहित जल विद्युत परियोजना के विकासकर्ता को दीर्घकालीन विद्युत क्रय करारों (पीपीए) के माध्यम से बेची जाने वाली विद्युत के लिए सेवा विनियमों की कार्यनिष्पादन आधारित लागत के आधार पर उपयुक्त आयोग द्वारा टैरिफ निर्धारित कराने का विकल्प होगा, यदि निम्नलिखित शर्तों को पूरा कर लिया जाता है:

(क) उपयुक्त आयोग संतुष्ट है कि एक पारदर्शी द्विस्तरीय प्रक्रिया अपनाने के पश्चात संबंधित राज्य सरकार द्वारा परियोजना स्थल का आबंटन किया गया है। प्रथम चरण वित्तीय क्षमता, समान आकार की अवसरचनात्मक परियोजनाओं को विकसित करने का विगत अनुभव, परियोजनाओं को समय पर तथा अनुमानित लागत, में तैयार करने का विगत ट्रेक रिकार्ड, टर्न-ओवर तथा कार्यनिष्पादन गारंटी को पूरा करने की योग्यता इत्यादि के मानकों के आधार पर पूर्व-अर्हता के लिए होना चाहिए। दूसरे चरण में, केवल एक सकल मात्रानिर्धारक पैरामीटर जैसा कि केंद्र सरकार द्वारा यथा अधिसूचित निःशुल्क विद्युत की प्रतिशतता से अधिक निःशुल्क विद्युत, राज्य सरकार को प्रदान की गई इक्विटी भागीदारी अथवा केंद्र सरकार द्वारा समय-समय पर अधिसूचित किए जाने वाले अन्य पैरामीटर के आधार पर बोलियां आमंत्रित की जाए।

(ख) के.वि.प्रा. की स्वीकृति (यदि अधिनियम की धारा 8 के तहत अपेक्षित हो) वित्तीय समापन, कार्य सौंपने और वितरण लाइसेंसधारियों के साथ नीचे (ग) में निर्धारित क्षमता को दीर्घकालीन पीपीए (35 वर्षों अथवा इससे अधिक अवधि के) करने के कार्य 15.08.2022 तक पूरे कर लिए जाएं।

(ग) कुल विक्रय योग्य डिजाइन ऊर्जा का 60% या इससे ज्यादा, दीर्घावधि पीपीए के लिए निश्चित है और शेष मर्चेट विक्रय हेतु अनुमत है।

बशर्ते कि, वितरण लाइसेंसी उपयुक्त आयोग के अनुमोदन से अध्यधीन मौजूदा निबंधन एवं शर्तों पर दीर्घकालीन पीपीए की अवधि 35 वर्षों से अगले 15 वर्षों के लिए बढ़ा सकता है।

बशर्ते कि इस खंड में निहित प्रावधान पम्प स्टोरेज प्लांट (पीएसपी) के लिए लागू नहीं होंगे।

(घ) परियोजना की सभी यूनिटों को शुरू करने के लिए समयावधि उपयुक्त आयोग द्वारा आरंभिक सूची के अनुमोदन की तारीख से 4 वर्ष निर्धारित होगी। तथापि उपयुक्त आयोग कारणों का तिखित में अभिलेखन करने के पश्चात् 100 मेगावाट क्षमता से अधिक की (जलाशय तथा रन-ऑफ-रिवर परियोजनाओं) जल विद्युत परियोजनाओं के लिए लंबी समयावधि निर्धारित कर सकेगा। चालू करने के निर्धारित समय की प्राप्ति हेतु दंड सहित सहमत समय सीमाओं का निर्धारण केंद्रीय विद्युत प्राधिकरण के परामर्श से उपयुक्त आयोग द्वारा निश्चित किया जाएगा। उपयुक्त आयोग, निर्माण के दौरान ब्याज (आईडीसी) तथा वित्त पोषण लागत (एफसी) को सीईए के अनुमोदन से, विलंब की अवधि, जो कि विकासकर्ता के कारण नहीं हुआ, तक ही पास-थू कर सकेगा।

(ङ) उपकरण की आपूर्ति एवं परियोजना के निर्माण के लिए ठेका सौंपने का कार्य या तो टर्नकी के माध्यम से अथवा सुपरिभाषित पैकेजों के माध्यम से अंतर्राष्ट्रीय प्रतिस्पर्द्धी बोली के आधार पर किया जाता है।

5.6 ऊपर पैरा 5.5 में किसी भी बात के होते हुए भी 100 मेगावाट से ज्यादा की डिजाइन क्षमता वाली जल विद्युत परियोजनाओं, जिनके लिए स्थल को या तो पारदर्शी प्रक्रिया का पालन करते हुए तथा मानदंड के पूर्व-निर्धारित समुच्चय के आधार पर पहले अवाई किया जा चुका है, के विकासकर्ता के पास, अधिनियम की धारा 62 के अंतर्गत, लागत आधिक्य के आधार पर दीर्घकालीन पीपीए के माध्यम से बेची जाने वाली विद्युत के लिए उपयुक्त आयोग द्वारा टैरिफ निर्धारित करवाए जाने का विकल्प होगा।

- 5.7 पैरा 5.5 एवं 5.6 के अंदर शामिल परियोजनाओं के मामलों में उपयुक्त आयोग निम्नलिखित को सुनिश्चित करते हुए टैरिफ निर्धारित करेगा-
- परियोजना स्थल आबंटित करने (अधिसूचित निःशुल्क विद्युत के अलावा) के लिए परियोजना विकासकर्ता द्वारा वहन किए गए अथवा वहन किए जाने के लिए प्रतिबद्ध कोई व्यय न तो परियोजना लागत में शामिल किया जाएगा और न ही इस प्रकार का कोई व्यय टैरिफ में शामिल किया जाएगा।
 - परियोजना लागत में परियोजना की अनुमोदित आर एंड आर योजना की लागत शामिल होगी जो निम्नलिखित के अनुसार होगी:
 - वर्तमान में मान्य राष्ट्रीय पुनर्वास एवं पुनर्स्थापन नीति;
 - आर एंड आर पैकेज जैसा कि परिशिष्ट के रूप में संलग्न है।
 - वार्षिक निर्धारित प्रभार कुल विक्रय योग्य, डिजाइन ऊर्जा के संबंध में दीर्घवधि पीपीए के आधार पर टाई-अप की गई विक्रय योग्य डिजाइन ऊर्जा के लिए आनुपातिक रूप से ली जाएगी जिसे कुल विक्रय योग्य डिजाइन ऊर्जा के निम्नलिखित को घटाकर प्राप्त किया जाएगा।
 - मेजबान राज्य तथा राइपेरियन राज्य के लिए समय-समय पर केंद्र सरकार द्वारा अधिसूचित अनुसार निःशुल्क विद्युत तथा राज्य सरकार द्वारा गठित स्थानीय क्षेत्र विकास निधि के लिए अंशदान हेतु प्रतिशतता। इस निःशुल्क विद्युत को राज्य सरकार के निर्णय के अनुसार वितरित किया जाए।
 - आरंभन की तारीख से 10 वर्ष की अवधि के लिए नामोदिष्ट पुनर्स्थापन क्षेत्र/परियोजना क्षेत्रों में वितरण लाइसेंस के माध्यम से राज्य सरकार द्वारा अधिसूचित प्रत्येक परियोजना प्रभावित परिवार को प्रत्येक माह 100 यूनिट बिजली के बराबर ऊर्जा निःशुल्क प्रदान की जाएगी।
- 5.8 उपयुक्त आयोग, प्रारंभिक वर्षों में, टैरिफ भार को कम करने के क्रम में दीर्घकालीन वित्तीय लिखतों का प्रयोग करने के लिए जल विद्युत परियोजनाओं (एचईपी) के विकासकर्ताओं को प्रोत्साहित करने हेतु उपयुक्त विनियामक संरचना की व्यवस्था करेगा।
- 5.9 प्रतिस्पर्धा का वास्तविक लाभ उपयुक्त बाजार परिस्थितियां उत्पन्न होने पर ही उपलब्ध होगा। विद्युत आपूर्ति की कमी को नियंत्रित करने की जरूरत होगी। विभिन्न निष्पादनकर्ता प्रतिस्पर्धा के जरिए सेवा की गुणवत्ता में वृद्धि करेंगे। विद्युत उद्योग को उस स्थिति में लाने हेतु सभी प्रयास किए जाने की जरूरत होगी जिसमें उपभोक्ताओं के समय हितों की रक्षा हो। पारेषण और वितरण अर्थात् वायर के व्यवसाय को प्राकृतिक एकाधिकार की विशेषताओं के कारण अंतर्राष्ट्रीय रूप से मान्यता प्राप्त है, जिसमें लागत की संवीक्षा के आधार पर रेगुलेटेड रिटर्न में जटिलताएं अंतर्निहित हैं।
- 5.10 उपभोक्ता का हित विद्युत उत्पादन, पारेषण एवं वितरण जैसी संपूर्ण मूल्य श्रृंखला की व्यवहार्यता तथा सततता को सुनिश्चित करने और ठीक इसी समय उपभोक्ताओं को उचित मूल्य पर विद्युत आपूर्ति किए जाने को सुगम बनाने से सर्वोत्तम रूप से पूरा होता है। इन उद्देश्यों को हासिल करने के लिए उपयुक्त सरकार द्वारा समय-समय पर वित्तीय टर्न-अराउंड/पुनःसंरचना योजनाएं अनुमोदित की जाती हैं। उपयुक्त सरकार तथा उपयुक्त आयोग ऐसी योजनाएं कार्यान्वित करते समय सभी विवेकपूर्ण लागतों की बसूली के संदर्भ में, उत्पादन, पारेषण एवं वितरण की व्यवहार्यता सुनिश्चित करेंगे।
- 5.11 उत्पादन, पारेषण तथा वितरण के सामान्य पहलुओं के संदर्भ में सेवा नियमन की निष्पादन आधारित लागत हेतु टैरिफ नीति निम्नांकित फ्रेमवर्क प्रस्तुत करती है। पैरा 6.1 और पैरा 7.1(6) में संदर्भित प्रतिस्पर्धात्मक बोली वाली परियोजनाओं के लिए ये फ्रेमवर्क लागू नहीं होंगे। क्षेत्रगत पहलुओं पर उत्तरवर्ती खंडों में विचार किया गया है।

(क) निवेश पर रिटर्न

रिटर्न की दर को तय करते समय उपभोक्ताओं के हितों और निवेश की जरूरत के मध्य संतुलन की जरूरत है। रिटर्न द्वारा निवेश को आकर्षित करने के लिए यदि विद्युत क्षेत्र को वरीयता प्राप्त न हो तो भी उसे अन्य क्षेत्रों के बराबर रखा जाए ताकि विद्युत क्षेत्र पर्याप्त क्षमता का सृजन करने में समर्थ हो सके। रिटर्न दर ऐसी होनी चाहिए जिसमें सेक्टर का विकास करने में उचित सरप्लस उत्पादन की गुंजाइश हो।

केन्द्रीय आयोग समय जोखिम और पूंजी की प्रचालित लागत को ध्यान में रखते हुए उत्पादन तथा पारेषण परियोजनाओं के लिए इक्विटी पर रिटर्न दर को समय-समय पर अधिसूचित करेगा, जिसका एसईआरसी द्वारा भी अनुसरण किया जाएगा। पारेषण के लिए सीईआरसी द्वारा अधिसूचित रिटर्न दर को एसईआरसी द्वारा वितरण के लिए उपयुक्त संशोधन के साथ अपनाया जा सकता है, ऐसा करते समय जोखिमों को भी ध्यान में रखा जाएगा। इस मामले में समान दृष्टिकोण हेतु विनियामक मंच के माध्यम से आम सहमति बनाना वांछनीय होगा।

परियोजना की सम्पूर्ण पूंजीगत लागत की अनुमति प्रदान करते समय यथोचित आयोग यह सुनिश्चित करेगा कि ये युक्तिसंगत हैं और इस लक्ष्य को प्राप्त करने के लिए विनियामक आयोगों द्वारा पूंजीगत लागत संबंधी अपेक्षित बँचमारकों को तैयार किया जाना चाहिए। केन्द्रीय आयोग इक्विटी पर रिटर्न अथवा पूंजी पर रिटर्न, जो भी उपभोक्ताओं के हित में उचित समझा जाए, दृष्टिकोण अपना सकता है।

राज्य आयोग उपयुक्त समय पर वितरण व्यवसाय में रिटर्न के लिए "वितरण और आपूर्ति मार्जिन" पर विचार कर सकता है। राज्य आयोग विस्तृत अध्ययन के आधार पर मूल्य केंप विनियम पर भी विचार कर सकता है। विनियामक मंच को इस संबंध में एक व्यापक दृष्टिकोण विकसित करना चाहिए। ऐसा प्रस्ताव तैयार करते समय विचार-विमर्श में अन्य बातों के साथ साथ कुल तकनीकी एवं वाणिज्यिक हानियों में कमी करना, कार्य निष्पादन मानकों में सुधार करना और आपूर्ति लागत में कमी करना जैसे मुद्दों को शामिल किया जायेगा।

(ख) इक्विटी मानदंड

परियोजनाओं की पूंजीगत लागत की वित्त-व्यवस्था के लिए 70:30 का ऋण:इक्विटी अनुपात अपनाया जाना चाहिए। प्रवर्तक, इक्विटी निवेशों की उच्चतर मात्रा प्राप्त करने के लिए स्वतंत्र होंगे। इक्विटी इस मानदंड से अधिक होने पर, इसे ब्याज की औसत भारित दर पर और ब्याज दरों की उपयुक्तता सुनिश्चित करने के पश्चात परियोजना के दीर्घावधिक ऋण घटक की औसत भारित टैरर के लिए और की गई ऋण पुनर्संरचना, यदि कोई हो, के प्रभाव को ध्यान में रखते हुए अग्रिम ऋण माना जाए। यदि इक्विटी, नियामक स्तर से कम हो तो टैरिफ परिकलन में इक्विटी पर रिटर्न के निर्धारण के लिए वास्तविक इक्विटी को प्रयोग में लाया जाएगा।

(ग) मूल्यहास

केन्द्रीय आयोग, उत्पादन और पारेषण परिसम्पत्तियों के हास दरों को अधिसूचित कर सकता है। अधिसूचित की गई ऐसी हास दरें विनियामक मंच द्वारा किए गए उचित संशोधन के साथ वितरण परिसंपत्तियों के लिए भी लागू की जाएगी।

बशर्ते कि, उपयुक्त आयोग परियोजना के उपयोगी कार्यकाल के दौरान लागू किए जाने वाले मूल्यहास की दर की ऊपरी सीमा टैरिफ निर्धारण के उद्देश्य से निर्दिष्ट करेगा और विकासकर्ता के पास, टैरिफ का अनुमोदन मांगते समय, उक्त सीमा के अधीन मूल्यहास की निम्न दर दर्शाने का विकल्प होगा।

मूल्यहास की अधिसूचित दरें टैरिफों और लेखांकन के प्रयोजन हेतु भी लागू होंगी।

मूल्यहास के विरुद्ध किसी अग्रिम की जरूरत नहीं होनी चाहिए।

परिसंपत्तियों के पूर्ण मूल्यहास के पश्चात् कम किए गए टैरिफ का लाभ उपभोक्ताओं को मिलते रहना चाहिए।

उपर्युक्त के होते हुए भी, जिस उत्पादन कंपनी के उन संयंत्रों जिनका पीपीए समाप्त हो चुका हो, या उन संयंत्रों जिनका उपयोगी जीवनकाल पूरा हो चुका है, की विद्युत को उन नवीकरणीय उत्पादन संयंत्रों की विद्युत के साथ मिलाया जा सकता है जो बोली की प्रक्रिया के माध्यम से स्थापित किए जाने हैं अथवा जिन संयंत्रों की स्थापना के लिए उपस्कर का प्रापण प्रतिस्पर्धात्मक बोली के माध्यम से किया जाता है। ऐसे मामलों में, ऐसे संयंत्रों की विद्युत की उपयुक्त सरकार द्वारा निर्धारित किए जाने वाले सिद्धांतों पर नवीकरणीय ऊर्जा उत्पादक संयंत्रों से विद्युत खरीद रहे लाभग्राहियों को पुनःआवंटित किया जा सकता है। आबद्धकर निकाय जो अंततः ऐसी विद्युत खरीदते हैं, वे नवीकरणीय ऊर्जा उत्पादक संयंत्रों से खरीदी गई विद्युत की मात्रा को, अपने नवीकरणीय क्रय दायित्व मानेंगे।

ऐसे पारंपरिक तथा नवीकरणीय उत्पादक संयंत्रों का अनुसूचीकरण एवं प्रेषण पृथक रूप से किया जाएगा।

(घ) ऋण की लागत

टैरिफ घटाने के मद्देनजर ऋण की अवधि समेत उसकी संरचना को प्रोत्साहित किया जाना चाहिए। ऋण की अनुवर्ती पुनःसंरचना के कारण लागतों में बचत को विनियामक आयोगों द्वारा उपभोक्ताओं के हितों का ध्यान रखते हुए प्रोत्साहित किया जाना चाहिए।

(ङ.) विदेशी विनिमय जोखिम प्रबंधन की लागत:

विदेशी विनिमय की भिन्नता संबंधी जोखिम पास थू नहीं होंगे। तथापि, विदेशी मुद्राओं में प्राप्त ऋणों के संबंध में विदेशी विनिमय भिन्नताओं को रोकने के लिए यथाचित लागतों की अनुमति होनी चाहिए। यह प्रावधान केवल उन परियोजनाओं के लिए होना चाहिए जहाँ कि टैरिफ का निर्धारण प्रतिस्पर्धात्मक बोली के आधार पर नहीं किया गया है।

(च) प्रचालन मानदंड

उपभोक्ताओं के साथ दक्षतापूर्वक प्रचालनों का लाभ शेयर करने हेतु प्रोत्साहन और अप्रोत्साहन को ध्यान में रखते हुए उपयुक्त निष्पादन मानदंड विकसित किए जाने की जरूरत होगी। पैरा 5.11(ज)(2) में उल्लिखित मामलों को छोड़कर टैरिफ में प्रचालन पैरामीटर को केवल "नियामक स्तर" पर होना चाहिए और "नियामक और वास्तविकता के स्तर से कम" का नहीं होना चाहिए। प्रचालन संबंधी बेहतर निष्पादन के लिए इसे प्रोत्साहित किया जाना जरूरी है। मानदंड विगत निष्पादन से जुड़े हुए उत्तरोत्तर दक्षताओं को प्रतिबिंबित करते हुए, ईंधन, बेहतर उपकरणों का संग्रहण, प्रचालनों की प्रकृति, उपभोक्ताओं आदि को दी जाने वाली सेवा के स्तर पर भी प्रौद्योगिकी नवीनता लिए हुए होने चाहिए। सतत एवं प्रमाणित अक्षमता को नियंत्रित एवं दंडित किया जाना चाहिए।

केन्द्रीय आयोग, केन्द्रीय विद्युत प्राधिकरण के परामर्श से उत्पादन और पारेषण हेतु समय-समय पर प्रचालनगत मानदंडों को अधिसूचित करेगा। राज्य विद्युत विनियामक आयोग (एसईआरसी) इन मानदंडों को अपनाएगा। उन मामलों में, जहां पर पिछले कई वर्षों से मानदंड अत्यंत कम होने की स्थिति में राज्य विद्युत विनियामक आयोग, उचित रूप से आसान मानदंड निर्धारित कर सकते हैं और केन्द्रीय आयोग द्वारा अधिसूचित किए गए मानदंडों को प्राप्त करने के लिए समय रहते ही तरीका बदल सकते हैं, अथवा इस संबंध में प्राधिकरण द्वारा विनिर्दिष्ट मानकों के अनुरूप उन्हें चरणबद्ध ढंग से हटा सकते हैं।

वितरण नेटवर्क हेतु प्रचालन मानदंडों को संबंधित राज्य विद्युत विनियामक आयोग द्वारा अधिसूचित किया जाएगा। एकरूपता के लिए, विनियामक मंच राज्य विनिर्दिष्ट विशिष्टताओं को ध्यान में रखते हुए मॉडल दिशा-निर्देश तैयार करें।

(छ) नवीकरण और आधुनिकीकरण

उच्चतर दक्षता स्तरों के लिए उत्पादन संयंत्रों (पवन ऊर्जा उत्पादन संयंत्रों के पुनःशक्तिकरण सहित) के लिए नवीकरण और आधुनिकीकरण को प्रोत्साहित किए जाने की जरूरत है, चाहे इन्होंने अपना उपयोगी कार्यकाल पूरा न

भी किया हो। इसमें आवधिक मरम्मत शामिल नहीं है। बहुवर्षीय टैरिफ (एमवाईटी) फ्रेमवर्क का निर्धारण किया जाए, जिसमें नवीकरण और आधुनिकीकरण के लिए आवश्यक पूंजीगत निवेश शामिल हों, साथ ही जिसमें यथोचित आयोग द्वारा निर्धारित किए जाने वाले विशेष व संशोधित निष्पादन मानकों के संबंध में यूटिलिटियाँ एवं लाभार्थियों के बीच दक्षता सुधार के लाभों का आदान-प्रदान करने संबंधी प्रोत्साहन ढांचा भी शामिल हो। पूर्व निर्धारित दक्षता लाभों के लिए अपेक्षित पूंजी लागत और उच्चस्तरीय निष्पादन को बनाए रखने के लिए जरूरी है कि उपयुक्त आयोग इसका मूल्यांकन करे।

(ज) बहुवर्षीय टैरिफ

1) अधिनियम की धारा 61 के अनुसार टैरिफ निर्धारण के लिए निबंधन एवं शर्तों के लिए उपयुक्त आयोग अन्य बाताँ के साथ-साथ बहुवर्षीय टैरिफ (एमवाईटी) सिद्धान्तों से निर्देशित होगा। फ्रेमवर्क में 5 वर्ष की नियंत्रण अवधि होनी चाहिए। आंकड़ों संबंधी अनिश्चितता व अन्य व्यावहारिक कारणों से विनियामक आयोग द्वारा जरूरी माने जाने पर पारेषण व वितरण के लिए आरंभिक तौर पर तीन वर्ष की नियंत्रण अवधि भी हो सकती है। विश्वसनीय आंकड़ों के अभाव वाले मामलों में उपयुक्त आयोग प्रथम नियंत्रण अवधि के लिए एमवाईटी में अनुमान प्रस्तुत कर सकता है तथा और अधिक विश्वसनीय आंकड़े प्राप्त होने पर नियंत्रण अवधि नये सिरे से शुरू हो सकती है।

2) ऐसे मामले जहां पर प्रचालन पिछले कई वर्षों से मानदंड से काफी कम है वहां पर राजस्व जरूरत निर्धारित करने संबंधी व्यवस्था अपेक्षित स्तर की बजाय " लचीले " स्तर की होनी चाहिए। अपेक्षित निष्पादन मानक प्राप्त करने के लिए उपयुक्त बॅचमार्किंग अध्ययन आयोजित किए जायें। न्यूनतम सेवा संबंधी मानकों को पूरा करने के लिए आवश्यक पूंजीगत व्यय के निमित्त प्रत्येक यूटिलिटी के लिए पृथक से अध्ययनों की जरूरत होगी।

3) एक बार नियंत्रण अवधि की शुरुआत में राजस्व जरूरत तय हो जाने के पश्चात् विनियामक आयोग को निवेश लागत घटकों के बजाय उत्पादन विनियमन पर ध्यान देना चाहिए। नियंत्रण अवधि की समाप्ति पर निष्पादन की व्यापक समीक्षा की जाए ।

4) विगत लागतों के बोझ से भावी उपभोक्ताओं को बचाने के लिए नियंत्रित न की जा सकने वाली लागतों को तेजी से वसूल किया जाना चाहिए। नियंत्रित न की जा सकने वाली लागतों (सीमित नहीं) में ये शामिल हैं- ईंधन लागत, मुद्रास्फीति के कारण लागत, कर एवं उपकर, विपरीत प्राकृतिक घटनाओं के मामले समेत विद्युत क्रय यूनिट लागतों में भिन्नता।

5) विनियामक आयोग सूचना देने के बारे में स्पष्ट दिशा-निर्देश व नियम बनाएं। अधिनियम की धारा 62(2) उपयुक्त आयोग को यह अधिकार प्रदान करती है कि वह टैरिफ निर्धारण के लिए उत्पादन, पारेषण व वितरण के बारे में विनिर्दिष्ट पृथक ब्योरों को दर्शाने के लिए लाइसेंसधारकों से कहे।

(झ) क्लीन डेवलेपमेंट मैकेनिज्म (सीडीएम) के अंतर्गत लाभ

ऐसी सभी विद्युत परियोजनाओं (उत्पादन पारेषण व वितरण) जो संबंधित बेस लाईन की तुलना में ग्रीनहाउस गैस (जीएचजी) का अपेक्षाकृत कम उत्सर्जन करती है, के लिए टैरिफ निर्धारित करते समय क्लीन डेवलेपमेंट मैकेनिज्म (सीडीएम) से प्राप्त लाभों को भी इस प्रकार ध्यान में रखा जाना चाहिए ताकि परियोजना विकासकों को पर्याप्त प्रोत्साहन प्रदान किया जा सके।

(ञ) कंपोजिट स्कीम

अधिनियम की धारा 79 (1) की उपधारा (ख) में व्यवस्था की गई है कि केंद्रीय आयोग उत्पादन कंपनी के टैरिफ को नियंत्रित करेगा, यदि वह उत्पादन कंपनी एक से अधिक राज्यों में विद्युत के उत्पादन एवं विक्रय हेतु एक कंपोजिट स्कीम में शामिल होती है अथवा अन्यथा उसके पास एक कंपोजिट स्कीम हो।

स्पष्टीकरण: अधिनियम की धारा 79(1) के अंतर्गत विनिर्दिष्ट कंपोजिट स्कीम का अर्थ होगा - जिस राज्य में ऐसी परियोजना स्थित है, उससे बाहर वितरण लाइसेंसी को परियोजना की न्यूनतम 10% क्षमता के विक्रय के लिए

परियोजना के वाणिज्यिक प्रचालन की तिथि (परियोजना की अंतिम इकाई की सीओडी परियोजना के वाणिज्यिक प्रचालन की तिथि मानी जाएगी) से पहले दीर्घकालीन अथवा मध्यमकालीन पीपीए पर हस्ताक्षर करने वाली उत्पादन कंपनी द्वारा विद्युत का उत्पादन एवं विक्रय एक से ज्यादा राज्य में करने वाली स्कीम।

5.12 जैसा कि विदित है कि राज्य सरकारों के पास विद्युत क्रय और उपभोग पर शुल्क, कर और उपकर लगाने के अधिकार होते हैं, ये संसाधनों का इष्टतम उपयोग एवं प्रतिस्पर्धा को प्रभावपूर्ण ढंग से विकृत कर सकता है, विशेष रूप से जब इन करों का उपयोग घयनित आधार पर और असमान रूप से किया जाए।

कुछ मामलों में विद्युत खपत संबंधी शुल्कों आदि को उत्पादन (यथा कैप्टिव उत्पादन) आदि से जोड़ा जाता है और लगाए गए शुल्कों का स्तर बिड से विद्युत लेने वाले उसी श्रेणी के उपभोक्ताओं पर लगाए जा रहे शुल्क की तुलना में काफी अधिक होता है। इस प्रकार का भेदभाव पक्षपातपूर्ण और अनुपयुक्त है। कैप्टिव उत्पादन को पूर्ण स्वतंत्रता देने का प्रयोजन यह है कि उद्योग विश्वसनीय, गुणवत्तापरक और किफायती विद्युत प्राप्त कर सकें। विशेषतया उपभोक्ता समूह द्वारा स्थापित किए जा सकने वाले कैप्टिव विद्युत संयंत्रों संबंधी प्रावधानों को इस लक्ष्य को ध्यान में रखकर मान्यता दी गई है कि देश भर में लघु एवं मध्यम उद्योगों के विस्तार से तीव्र आर्थिक विकास को गति मिलेगी और बड़े पैमाने पर रोजगार के अवसर पैदा होंगे।

उपभोक्ताओं को उचित और प्रतिस्पर्धात्मक कीमतों पर विद्युत उपलब्ध कराने संबंधी लक्ष्य की प्राप्ति हेतु जरूरी है कि ऐसे शुल्कों को उचित स्तर पर रखा जाए।

5.13 अधिनियम में, एक मेगावाट या इससे अधिक के उपभोक्ताओं के लिए समयबद्ध ढंग से खुली पहुँच प्रारंभ करने की व्यवस्था है। विनियामक आयोग अधिनियम के प्रावधानों के अनुसार, उपभोक्ताओं की विभिन्न श्रेणियों के लिए खुली पहुँच प्रारंभ करेंगे।

6.0 उत्पादन

मांग में अनुमानित वृद्धि को पूरा करने के लिए उत्पादन क्षमता क्षेत्र का त्वरित विकास आवश्यक है। विद्युत बाजारों की दक्ष कार्यप्रणाली के लिए पर्याप्त उत्पादन भी जरूरी है। साथ ही, उपभोक्ता हितों की रक्षा के लिए नई क्षमता अभिवृद्धि पर अत्यन्त किफायती दरों पर विद्युत का वितरण सुनिश्चित किया जाए। इन उद्देश्यों की पूर्ति हेतु यह नीति निम्नांकित उपाय निर्धारित करती है।

6.1 विद्युत की प्राप्ति

जैसा कि पैरा 5.1 में निर्धारित है, भावी जरूरतों की दृष्टि से विद्युत अर्जन, केंद्र सरकार द्वारा समय-समय पर जारी दिशा-निर्देशों के आलोक में पारदर्शी प्रतिस्पर्धात्मक बोली प्रक्रिया के जरिए होना चाहिए। इन दिशानिर्देशों में आधारभूत भार जरूरत और व्यस्ततमकालीन भार जरूरतों के लिए पृथक से विद्युत अर्जन व्यवस्था है। इससे इस प्रकार की ऐसी जरूरतों को पूरा करने के लिए उत्पादन क्षमता बढ़ोत्तरी में मदद मिलेगी।

तथापि, दिनांक 19 जनवरी, 2005 के दिशानिर्देशों के अनुसार कुछ प्रतिस्पर्धात्मक बोली परियोजनाओं में कोल इंडिया लिमिटेड (सीआईएल) से कोयले की अपेक्षित मात्रा प्राप्त करने में कठिनाइयां आई हैं। आश्वासन पत्र/एफएसए में दर्शाई गई मात्रा की तुलना में सीआईएल द्वारा आपूर्ति किए गए घरेलू कोयले की कम मात्रा की स्थिति में, कमी को पूरा करने के लिए अधिप्राप्त आयातित/बाजार आधारित ई-नीलामी वाले कोयले की लागत पर दिनांक 31.7.2013 के कार्यालय जापन संख्या एफयू-12/2011-आईपीसी (वाल्यूम-III) में विद्युत मंत्रालय द्वारा जारी की गई परामर्शिका के अनुसार मामला दर मामला आधार पर उपयुक्त आयोग द्वारा पास-थू बनाए जाने पर विचार किया जाएगा।

6.2 टैरिफ ढांचा और संबद्ध मामले

(1) मैरिट आर्डर डिस्पैच को सरल बनाने के लिए सभी दीर्घावधिक और मध्यावधिक अनुबंधों के लिए द्वि-भागीय टैरिफ ढांचा अपनाया जाना चाहिए। राष्ट्रीय विद्युत नीति के अनुसार उपलब्धता आधारित टैरिफ (एबीटी) को राज्य स्तर पर भी आरंभ किया जाना है। इस ढांचे का उत्पादन स्टेशनों (एसईआरसी द्वारा यथा निर्धारित क्षमताओं

वाले ग्रिड से जुड़े कैप्टिव संयंत्रों समेत) तक विस्तार किया जाएगा। उपयुक्त आयोग बेहतर भार प्रबंधन के लिए व्यवस्ततम व गैर-व्यस्ततमकालीन घंटों के लिए निर्धारित प्रभार की पृथक दरें दो वर्षों की अवधि के भीतर करेगा।

विद्युत स्टेशनों से हर समय उपलब्ध रहने और प्रेषण हेतु तैयार रहने की अपेक्षा की जाती है। विद्युत क्रय करार (पीपीए) में वर्णित किसी प्रावधान के होते हुए भी, विद्युत अधिनियम, 2003 की धारा 62 के अंतर्गत विनियमित टैरिफ के आधार पर उत्पादन स्टेशनों की गैर मांग वाली उत्पादन क्षमता के बेहतर उपयोग को सुनिश्चित करने के लिए प्राप्तकर्ता द्वारा विद्युत की मांग न किए जाने की स्थिति में, दिन के 00:00 घंटों से कम से कम 24 घंटे पहले और उसकी मात्रा के बारे में सूचना देगा ताकि उत्पादन केंद्र, इस संबंध में केंद्र सरकार द्वारा निर्धारित नीति के अनुरूप इसे बाजार में बेच सकें। विकासकर्ता और पीपीए पर हस्ताक्षर करने वाले प्राप्तकर्ता, यदि पीपीए में पहले से ही व्यवस्था नहीं की गई है तो आपस में की गई सहमति के आधार पर बाजार में, इस प्रकार की मांग न की गई विद्युत के विक्रय, यदि कोई है, से प्राप्त होने वाले लाभों में 50:50 के अनुपात की हिस्सेदारी करेंगे। इस प्रकार के लाभ की गणना ऐसी विद्युत और ईंधन प्रभार के विक्री मूल्य के बीच अंतर के रूप में की जाएगी। तथापि, यह सुनिश्चित किया जाए कि ऐसी मर्चेट विक्री के परिणामस्वरूप मूल लाभार्थी (लाभार्थियों को) उच्चतम औसत ऊर्जा के रूप में जिसमें मर्चेट विक्री को छोड़कर भुगतान योग्य ऊर्जा प्रभार शामिल है, पर प्रतिकूल प्रभाव न पड़े। अधिनियम की धारा 63 के अंतर्गत परियोजनाओं के लिए ऐसी विक्री की प्रणाली को उपयुक्त आयोग द्वारा प्राप्त तथा उत्पादक के बीच परस्पर रूप से सहमत शर्तों पर निर्धारित किया जाएगा, अथवा जब तक कि यदि पहले से ही पीपीए में विनिर्दिष्ट न हो।

(2) विद्युत खरीद समझौते में उत्पादन कंपनियों के लिए पर्याप्त एवं बैंक ग्राह्य भुगतान सुरक्षा प्रबंध सुनिश्चित किया जाना चाहिए। लैटर ऑफ क्रेडिट, एस्क्रो ऑफ कैश फ्लो आदि जैसी उपलब्ध भुगतान सुरक्षा तंत्र के बावजूद भी पीपीए के अनुसार सहमत टैरिफ के भुगतान की लगातार डिफॉल्ट के मामले में उत्पादन कंपनियां दूसरे क्रेताओं को ऐसी विद्युत विक्री कर सकती हैं।

(3) कोयला आधारित उत्पादन केंद्रों के मामले में कोल वाशरीज, कोयला हितकारी प्रणाली, शुष्क राख लदान एवं निपटान प्रणाली स्थापना की उपयुक्त लागत भी परियोजना लागत में शामिल होगी।

(4) बोलियां अवाई किए जाने के बाद यदि केंद्र सरकार, राज्य सरकारों/संघ राज्य क्षेत्रों अथवा अन्य किसी सरकारी तंत्र द्वारा लगाए गए घरेलू शुल्कों, लेवीज, उपकरों और करों जिनसे लागत में तदनुसार परिवर्तन होते हैं, तो इसे "विधि में परिवर्तन" के रूप में माना जाएगा जब तक कि पीपीए में अन्यथा प्रावधान न हो, इसे उपयुक्त आयोग के अनुमोदन के अध्यक्षीन पास-थू के रूप में अनुमति दी जाए।

(5) नगर पालिका/स्थानीय निकायों/समान संगठन के 50 किलोमीटर के दायरे के भीतर आने वाले विद्यमान संयंत्रों सहित ताप विद्युत संयंत्र (संयंत्रों), इन निकायों के सीवेज ट्रीटमेंट प्लांट के निकटता के क्रम में उत्पादित शोधित सीवेज जल का अनिवार्यतः प्रयोग करेंगे और इस कारण संबद्ध लागत की टैरिफ में पास-थू की अनुमति होगी। सीवेज ट्रीटमेंट प्लांट द्वारा आपूर्ति की कमी की स्थिति में ऐसे थर्मल संयंत्र अपनी आवश्यकताओं को पूरा करने के लिए पानी के बैकअप स्रोत को भी सुनिश्चित करेंगे। इस कारण संबद्ध लागत, स्थिर लागत में शामिल होगी ताकि ऐसे ताप विद्युत संयंत्र का मैरिट ऑर्डर बाधित न हो। सीवेज ट्रीटमेंट प्लांट को विद्युत संयंत्र के विकासकर्ता के परामर्श से ही बंद किया जाएगा।

6.3 कैप्टिव उत्पादन को उपयोग में लाना

कैप्टिव उत्पादन प्रतिस्पर्धी विद्युत उपलब्ध कराने के लिए एक महत्वपूर्ण साधन है। उपयुक्त आयोग को ऐसा वातावरण तैयार करना चाहिए जो कैप्टिव विद्युत संयंत्रों को ग्रिड के साथ जोड़ने में प्रोत्साहन प्रदान करे।

ऐसे कैप्टिव संयंत्र, अधिशेष विद्युत की आपूर्ति उत्पादन कंपनियों पर लागू होने वाले उसी विनियम के अध्यक्षीन ग्रिड के जरिए कर सकते हैं। इस नीति के पैरा 5.2 के दूसरे परंतुक को ध्यान में रखते हुए अधिनियम की धारा 63 के अंतर्गत केंद्र सरकार द्वारा जारी किए गए दिशानिर्देशों का अनुपालन करते हुए वितरण लाइसेंसियों द्वारा कैप्टिव संयंत्रों से सुनिश्चित आपूर्ति खरीदी जा सकती है।

व्यस्ततम और गैर-व्यस्ततमकीन आपूर्ति के लिए पृथक-पृथक कीमत तय की जानी चाहिए और टैरिफ में वास्तविक स्तर पर उत्पादन की परिवर्तनीय लागत और क्षमता प्रभारों हेतु उचित मुआवजा शामिल किया जाना चाहिए।

संबंधित राज्य आयोग प्रभारों को उचित एवं सही ठहराते हुए कार्यान्वयन के लिए वहीलिंग प्रभार और अन्य सेवा शर्तें जोड़ना निर्धारित करे।

ग्रिड से संबद्ध कैप्टिव संयंत्र सहमत टैरिफ के आधार पर उपलब्ध पारेषण सुविधाओं के माध्यम से ग्रिड से संबद्ध नॉन-कैप्टिव प्रयोगकर्ताओं को भी विद्युत आपूर्ति कर सकते हैं। विद्युत का ऐसा क्रय खुली पहुंच के लिए संगत नियमों के अधीन होगा जिसमें विद्युत नियमावली, 2005 के नियम 3 के संबद्ध प्रावधानों का अनुपालन शामिल है।

6.4 नवीकरणीय ऊर्जा स्रोतों से सह-उत्पादन सहित ऊर्जा उत्पादन के नवीकरणीय स्रोत:

(1) अधिनियम की धारा 86(1)(ड) के प्रावधानों के अनुसरण में, उपयुक्त आयोग नवीकरणीय ऊर्जा स्रोतों से ऊर्जा की खरीद के लिए किसी वितरण लाइसेंसी के क्षेत्र में विद्युत की कुल खपत की न्यूनतम प्रतिशतता इस प्रकार के संसाधनों की उपलब्धता और रिटेल टैरिफ पर इसके प्रभाव को ध्यान में रखते हुए निर्धारित करेगा। नवीकरणीय ऊर्जा की खरीद की लागत एसईआरसी द्वारा प्रशुल्क निर्धारण के समय ध्यान में रखी जाएगी। नवीकरणीय क्रय बाध्यता (आरपीओ) की दीर्घवधि ग्रोथ ट्रेजेक्टरी विद्युत मंत्रालय द्वारा एमएनआरई के परामर्श से निर्धारित की जाएगी।

बशर्ते कि नवीकरणीय स्रोतों के इतर स्रोतों से सह-उत्पादन को आरपीओ की प्रयोज्यता से बाहर नहीं रखा जाएगा।

(i) इस प्रकार लागू किए गए प्रतिशत के भीतर राज्य विद्युत विनियामक आयोग इस नीति में अधिसूचना की तारीख से सौर ऊर्जा के क्रय के लिए भी न्यूनतम प्रतिशत रखेगा जो मार्च, 2022 तक अथवा जैसा केंद्र सरकार द्वारा समय-समय पर अधिसूचित अनुसार, जल विद्युत को छोड़कर, कुल ऊर्जा खपत के 8% तक पहुँचेगा।

(ii) वितरण लाइसेंसी, अधिनियम की धारा 62 के अंतर्गत उपयुक्त आयोग द्वारा निर्धारित टैरिफ पर अपने स्रोतों सहित सभी स्रोतों से विद्युत के प्रापण के अनुपात में राज्य में सभी "बेस्ट टू एनर्जी प्लांट्स" से उत्पादित 100 प्रतिशत विद्युत का प्रापण अनिवार्य रूप से करेंगे।

(iii) वांछनीय है कि ऊर्जा के नवीकरणीय संसाधनों से ऊर्जा का क्रय विभिन्न राज्यों में कमोवेश इसी अनुपात में हो। देश के केवल कुछ भागों में इन स्रोतों की व्यापक उपलब्धता के वर्तमान परिदृश्य में इस लक्ष्य की प्राप्ति हेतु नवीकरणीय ऊर्जा प्रमाण-पत्रों (आरईसी) जैसी उपयुक्त प्रणाली को प्रोन्नत किए जाने की आवश्यकता होगी। इस प्रकार की प्रणाली के जरिए नवीकरणीय ऊर्जा आधारित उत्पादन कम्पनियां परम्परागत विद्युत हेतु निर्धारित दरों पर स्थानीय वितरण लाइसेंसी को विद्युत का विक्रय कर सकती हैं और अन्य वितरण कम्पनियों तथा आबद्धकर निकायों को प्रमाण-पत्रों का विक्रय करके शेष लागत की वसूली कर सकती हैं ताकि परवर्ती कंपनियां नवीकरणीय विद्युत क्रय दायित्वों को पूरा कर सकें। आरईसी प्रणाली में सौर विनिर्दिष्ट आरईसी भी होना चाहिए।

(iv) उपयुक्त आयोग, पृथक प्रौद्योगिकी आधारित आरईसी और 'आरईसी मल्टीप्लायर' (अर्थात् ऐसी उभरती हुई प्रौद्योगिकियों में इस स्तर के उत्पादन को उच्चतर अथवा निम्नतर आरईसी प्रदान करके) निर्धारित करके ऐसी अन्य उभरती हुई नवीकरणीय ऊर्जा प्रौद्योगिकियों को बढ़ावा देने के लिए उपयुक्त विनियामक ढांचा प्रदान कर सकता है। इसी प्रकार, समय के साथ नवीकरणीय ऊर्जा प्रौद्योगिकियों के मूल्यों में परिवर्तन को ध्यान में रखते हुए, आरईसी मल्टीप्लायर आधारित विंटेज (अर्थात् संयंत्र के चालू करने के वर्ष के आधार पर उत्पादन के उस स्तर के लिए आरईसी की उच्चतर अथवा निम्नतर संख्या प्रदान करके) निर्धारित कर सकता है।

(2) टैरिफ कम रखने के लिए राज्य प्रतिस्पर्धी बोली के माध्यम से बेस्ट टू एनर्जी संयंत्रों को छोड़कर, नवीकरणीय ऊर्जा स्रोतों से विद्युत का प्रापण करने का प्रयास करेंगे। वितरण लाइसेंसियों द्वारा, अधिसूचित क्षमता से ज्यादा क्षमता वाली परियोजनाओं से नवीकरणीय ऊर्जा स्रोतों से विद्युत का प्रापण केंद्र सरकार द्वारा अधिसूचित की जाने वाली तिथि से, प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से किया जाएगा।

तथापि, ऐसी अधिसूचना तक, नवीकरणीय ऊर्जा स्रोत परियोजनाओं से विद्युत का ऐसा कोई प्रापण विद्युत अधिनियम, 2003 की धारा 62 के अंतर्गत किया जाएगा। ऐसे स्रोतों से टैरिफ निर्धारित करते समय उपयुक्त आयोग यह सुनिश्चित करने के लिए सौर विकिरण और पवन की तीव्रता, जो एक क्षेत्र से दूसरे क्षेत्र में भिन्न हो सकती है, को ध्यान में रखेगा ताकि लाभ उपभोक्ताओं तक पहुँच सके।

(3) केंद्रीय आयोग को अनिश्चित विद्युत, विशेषकर नवीकरणीय ऊर्जा स्रोतों के मूल्य निर्धारण हेतु दिशानिर्देश निर्धारित करना चाहिए जहां पर विद्युत का प्रापण प्रतिस्पर्द्धा बोली के माध्यम से नहीं है। सीईआरसी द्वारा अनुबंधित टैरिफ उस श्रेणी के लिए ऊपरी सीमा के रूप में कार्य करेगा।

(4) वितरण कंपनियों को नवीकरणीय ऊर्जा स्रोतों से विद्युत के प्रापण के लिए प्रोत्साहित करने हेतु केन्द्र सरकार, समय-समय पर जनहित में बैंक-लोडेड तरीके अथवा किसी अन्य तरीके से उत्तरोत्तर रूप से टैरिफ बढ़ाए जाने की अनुमति देकर, नवीकरणीय ऊर्जा के लिए पीपीए की अवधि के दौरान ऐसे उत्पादन संयंत्रों की आयु चक्र में उपयुक्त बोली आधारित टैरिफ ढांचा अधिसूचित कर सकती है। तदनुसू, ऐसी बोली आधारित नवीकरणीय ऊर्जा का प्रापक, इस प्रकार से निर्धारित टैरिफ के भुगतान के लिए दायित्वों का अनुपालन करेगा।

(5) नवीकरणीय ऊर्जा स्रोतों को बढ़ावा देने के लिए, किसी भी उत्पादन कंपनी को, जो एक विनिर्दिष्ट तिथि के बाद कोयला/लिग्नाइट आधारित ताप विद्युत आधारित उत्पादन केन्द्र स्थापित करने का प्रस्ताव करती है, ऐसी नवीकरणीय ऊर्जा उत्पादन क्षमता स्थापित करना अथवा ऐसी क्षमता के बराबर नवीकरणीय ऊर्जा का प्रापण अथवा आपूर्ति करना आवश्यक होगा जो केंद्र सरकार पणधारकों के साथ अपेक्षित परामर्श के पश्चात समय-समय पर निर्धारित करेगी। प्रत्येक उत्पादक द्वारा उत्पादित नवीकरणीय ऊर्जा को बिक्री के उद्देश्य से इसके ताप विद्युत उत्पादन के साथ मिलाया जा सकता है। यदि कोई आबद्धकर इकाई इस नवीकरणीय विद्युत का प्रापण करती है, तब एसईआरसी यह मान लेगी कि आबद्धकर निकाय द्वारा ऐसे नवीकरणीय ऊर्जा उत्पादन स्टेशनों से खरीदी गई विद्युत की मात्रा तक नवीकरणीय क्रय दायित्व (आरपीओ) को पूरा कर लिया गया है।

बशर्त कि यदि कोई मौजूदा कोयला और लिग्नाइट आधारित ताप विद्युत उत्पादन केन्द्र मौजूदा विद्युत क्रय करारों के अंतर्गत विद्युत प्रापकों की सहमति से अतिरिक्त नवीकरणीय ऊर्जा उत्पादन क्षमता स्थापित करना चाहता है तो इस प्रकार के संयंत्र से उत्पादित विद्युत को मिलाने की अनुमति दी जाएगी और इस प्रकार की नवीकरणीय ऊर्जा के टैरिफ के पास-थ्रू की अनुमति उपयुक्त आयोग द्वारा दी जाएगी। आबद्धकर निकाय, जो अंततः ऐसी विद्युत खरीदते हैं, अपने नवीकरणीय क्रय दायित्व में मानेंगे।

बशर्त, ऐसे पारंपरिक तथा नवीकरणीय उत्पादक संयंत्रों का अनुसूचीकरण एवं प्रेषण पृथक रूप से किया जाएगा।

(6) ऊर्जा के नवीकरणीय स्रोतों को आगे प्रोत्साहन देने के लिए, अन्तर-राज्यीय पारेषण प्रणाली के माध्यम से बिक्री हेतु ऊर्जा के सौर और पवन स्रोतों से उत्पादित विद्युत के पारेषण पर कोई भी अन्तर-राज्यीय पारेषण प्रभार और हानियां उस अवधि तक, जो केन्द्र सरकार द्वारा अधिसूचित की जाए, नहीं लगाई जाएंगी।

(7) उपयुक्त आयोग स्थानीय प्राधिकरण, पंचायत संस्थान, प्रयोक्ता संस्थान, सहकारी सोसायटी, गैर-सरकारी संगठन, फ्रैंचाइजी अथवा नवीकरणीय ऊर्जा सेवा कंपनी सहित किसी निकाय द्वारा नवीकरणीय ऊर्जा स्रोतों, विशेष रूप से छत पर सौर प्रणाली से विद्युत के उत्पादन और बिक्री को सुगम बनाने के लिए विनियामक फ्रेमवर्क की व्यवस्था कर सकता है। उपयुक्त सरकार इस प्रयोजन के लिए पूरक नीतिगत सहायता भी उपलब्ध करा सकती है।

व्याख्या: नवीकरणीय ऊर्जा सेवा कंपनी का अभिप्राय ऐसी ऊर्जा सेवा कंपनी से है जो उपभोक्ताओं को विद्युत के रूप में नवीकरणीय ऊर्जा उपलब्ध कराती है।

7.0 पारेषण

देश की पारेषण प्रणाली में क्षेत्रीय नेटवर्क, अंतःक्षेत्रीय कनेक्शन, जो पांच क्षेत्रों और राज्य नेटवर्कों को विद्युत पहुँचाते हैं, शामिल हैं। राज्य नेटवर्क का विकास एक समान नहीं रहा है और इन नेटवर्कों की क्षमता में विस्तार की जरूरत

है। ये नेटवर्क अंतःराज्यीय विद्युत प्रवाह और क्षेत्रीय व राष्ट्रीय प्रवाह में भी महत्वपूर्ण भूमिका निभायेंगे। जहां तक पारेषण का संबंध है, टैरिफ नीति निम्नलिखित उद्देश्यों की पूर्ति करेगी-

1. विश्वसनीयता के लिए पर्याप्त मार्जिन के साथ उत्पादन से पूर्व पारेषण नेटवर्क का इष्टतम विकास सुनिश्चित करना और देश में उत्पादन एवं पारेषण परिसंपत्तियों का दक्षतापूर्वक उपयोग संवर्द्धित करना।
2. पारेषण क्षेत्र में अपेक्षित निवेश आकर्षित करना और पर्याप्त रिटर्न उपलब्ध कराना।

7.1 पारेषण कीमत निर्धारण

(1) राज्य के भीतर हस्तांतरण और मध्यवर्ती राज्य में विद्युत पारेषण, जो ऐसे अंतःराज्य पारेषण के आनुयांगिक हो, को मिलाकर अंतःराज्य पारेषण के लिए उपयुक्त पारेषण टैरिफ ढांचा कार्यान्वित किया गया है ताकि समूचे देश में सभी परिसंपत्तियों के प्रभावी उपयोग को प्रोत्साहित किया जा सके और अपेक्षित नई पारेषण क्षमताओं का तीव्र विकास किया जा सके।

(2) राष्ट्रीय विद्युत नीति के अनुसार कार्यान्वयनाधीन राष्ट्रीय टैरिफ ढांचा दूरी, दिशा और विद्युत प्रवाह परिमाण के प्रति संवेदनशील होना चाहिए। इसे सीईए के परामर्श को ध्यान में रखते हुए सीईआरसी द्वारा विकसित किया गया है। पारेषण प्रभारों को समय-समय पर संशोधित किए गए ऐसे टैरिफ तंत्र के अनुसार साझा किया जाएगा।

(3) इस ढांचे के अंतर्गत पारेषण प्रभार मेगावाट प्रति सर्किल किलोमीटर आधार, जोनल पोस्टल स्टैम्प आधार अथवा व्यावहारिकता आधार पर निर्धारित किया जा सकता है। इसका प्रयोजन यही है कि पारेषण प्रणाली प्रयोक्ताओं के बीच पारेषण लागत का बंटवारा पारेषण प्रणाली उपयोग के आधार पर हो सके। सभी द्वारा उपयोग किए जाने के बाद 'उपयोगिता' घटक द्वारा विश्वसनीयता का यथासमय लाभ लिया जाना चाहिए। न्यूनतम और अधिकता पारेषण दरों के बीच अंतर इस प्रकार होना चाहिए कि वह नियोजित विकास/पारेषण प्रणाली के विस्तार को प्रभावित न करे बल्कि गैर-इष्टतम पारेषण निवेश को हतोत्साहित करे।

(4) एनईपी द्वारा निर्धारित दृष्टिकोण को ध्यान में रखते हुए नेटवर्क विस्तार के लिए लाभार्थियों के साथ पूर्व करार पूर्ण शर्त नहीं होनी चाहिए। सीटीयू/एसटीयू को नेटवर्क का विस्तार स्टैकहोल्डरों के साथ परामर्श करके और राष्ट्रीय विद्युत योजना के अनुसार आवश्यकता का पता लगाने के पश्चात् और उचित नियामक अनुमोदनों के पश्चात् कार्य आरंभ करने के बाद करना चाहिए। ग्रिड के सुचारु प्रचालन के लिए, पारेषण प्रणाली को उत्पादन से पहले विकसित करने के लिए प्रयास किए जाने चाहिए।

(5) केन्द्रीय आयोग ने पूंजी एवं प्रचालन संबंधी लागत के लिए मानदंड विनिर्दिष्ट किए हैं तथा अंतर-राज्यीय पारेषण लाइसेंसियों के लिए कार्य निष्पादन मानक निर्धारित किए हैं। टैरिफ निर्धारण और कार्य निष्पादन के मानकों का अनुपालन समय-समय पर यथासंशोधित इन मानदंडों के अनुसार किया जाएगा।

(6) सीटीयू/एसटीयू सहित पारेषण विकासकर्ता द्वारा निवेश केंद्र सरकार द्वारा समय-समय पर जारी किए गए दिशा-निर्देशों के अनुसार प्रतिस्पर्धी बोली के जरिए आमंत्रित किया जाएगा।

(7) सभी भावी अंतर-राज्यीय पारेषण परियोजनाएं, सामान्यतः प्रतिस्पर्धी बोली प्रक्रिया के माध्यम से विकसित की जाएगी, तथापि, केंद्र सरकार (क) नीतिगत महत्व, तकनीकी उन्नयन इत्यादि विशेष श्रेणी की परियोजनाओं अथवा (ख) मामला दर मामला आधार पर अत्यावश्यक स्थिति का प्रबंध करने के लिए किए जाने वाले आवश्यक कार्य के लिए, प्रतिस्पर्धी बोली से छूट प्रदान कर सकती है।

(8) सीईआरसी ने अंतरराज्य पारेषण के लिए फ्रेमवर्क संबंधी विनियम विनिर्दिष्ट किया है। अंतःराज्य पारेषण के लिए एसईआरसी द्वारा वोल्टेज, दूरी, दिशा व प्रवाह परिमाण आदि जैसे कारकों पर भली भांति विचार करते हुए इसी प्रकार का दृष्टिकोण कार्यान्वित किया जाए।

(9) प्रस्तावित पारेषण टैरिफ ढांचे की जरूरतों के मुताबिक मीटरिंग को प्राथमिकता आधार पर पूरा किया जाए। मीटरिंग एबीटी जरूरतों के अनुकूल होनी चाहिए, इससे टाइम ऑफ डे (टीओडी) टैरिफ का कार्यान्वयन भी आसान होगा।

7.2 पारेषण हानि आबंटन

(1) पारेषण प्रणाली संबंधी संगत वोल्टेज स्तर पर दूरी एवं दिशागत संवेदनशीलता पर उपयुक्त रूप से विचार करने के पश्चात् औसत हानियों के आधार पर यथायोग्य लेन-देन प्रभारित किए जा रहे हैं। अंतरराज्यीय पारेषण के लिए सीईआरसी द्वारा इस बारे में निर्धारित कार्यप्रणाली के आधार पर एसईआरसी अंतःराज्य पारेषण के लिए इसी प्रकार का फ्रेमवर्क तैयार कर सकता है।

लॉस फ्रेमवर्क में यह सुनिश्चित किया जाना चाहिए कि हानि संबंधी मुआवजा युक्तिसंगत हो और प्रयोज्य तकनीकी हानि बेंचमार्क से संबद्ध हो। यह बेंचमार्क उपयुक्त आयोग द्वारा सीईए की सलाह पर विचार करते हुए तय किया जा सकता है।

(2) यह वांछनीय होगा कि वृद्धिशील हानियों के आधार पर हानि क्षतिपूर्ति प्रणाली की ओर अग्रसर हुआ जाए क्योंकि पारेषण क्षमताओं में वर्तमान कमियां नेटवर्क विस्तार से पूरी की जाती हैं। उपयुक्त आयोग को नेटवर्क विन्यास के लिए पारेषण हानि की अनुमत स्तर को स्थापित करने के लिए आवश्यक अध्ययनों को करना अपेक्षित है तथा पारेषण प्रणाली का संवर्द्धन करना एवं प्रणाली हानियों में कमी लाने के लिए पूंजीगत व्यय की आवश्यकता होती है। चूंकि लाइन लोडिंग के एक स्तर से अतिरिक्त प्रवाह हानियां अत्यधिक रूप से बढ़ जाती हैं, इसलिए ओवरलोडिंग की स्थिति से बचने के लिए सीटीयू/एसटीयू को पारेषण प्रणालियों के उन्नयन को सुनिश्चित करना चाहिए। उपयुक्त आयोग को पारेषण प्रणाली के उन्नयन के लिए नई परिसंपत्तियों में पर्याप्त पूंजी निवेशों को अनुमति प्रदान करनी चाहिए।

7.3 पारेषण में अन्य मामले

(1) सीटीयू तथा एसटीयू के लिए इन संगठनों हेतु "की परफॉर्मेंस इंडीकेटर्स" (केपीआई) के अनुसार वित्तीय प्रोत्साहन व अप्रोत्साहन लागू किए जाने चाहिए। ऐसे केपीआई में कुशल नेटवर्क निर्माण, प्रणालीगत उपलब्धता व हानि में कमी शामिल होगी।

(2) सीटीयू/एसटीयू तथा भार प्रेषण केंद्रों द्वारा भावी प्रयोक्ताओं के साथ सभी उपलब्ध सूचना, विशेषतया उपलब्ध पारेषण क्षमता व भार प्रवाह अध्ययन संबंधी सूचना को साझा किया जाना चाहिए।

(3) असाधारण परिस्थितियों, जिनमें ऊर्जा सुरक्षा, सार्वजनिक व्यवस्था अथवा प्राकृतिक आपदा सहित राज्य की सुरक्षा के लिए खतरा शामिल है, यदि केंद्र सरकार केंद्रीय उत्पादन स्टेशनों के अनावंटित हिस्से से विद्युत का आवंटन करती है अथवा अन्यथा विद्युत के ऐसे आवंटन को लघु अवधि, मध्यावधि और दीर्घकालिक पहुंच के क्रम में प्राथमिकता दी जाएगी।

7.4 सहायक सेवाएं

(1) केंद्रीय आयोग, प्रभारों के बंटवारे की पद्धति, विद्युत की गुणवत्ता, विश्वसनीयता और ग्रिड की सुरक्षा का रख-रखाव करने के लिए विद्युत प्रणाली अथवा ग्रिड प्रचालन के सहायक के रूप में आवश्यक सहायक सेवा हेतु मानक और ढांचे को शुरू करें।

(2) केंद्रीय आयोग सहायक सेवाओं के लिए मानक विनिर्दिष्ट करते समय केंद्रीय विद्युत प्राधिकरण, एसईआरसी/जेईआरसी, सीटीयू/एसटीयू और एनएलडीसी/आरएलडीसी/एसएलडीसी से भी परामर्श करेगा।

(3) राज्य आयोग, केंद्रीय आयोग द्वारा विनिर्दिष्ट सहायक सेवाओं के लिए मानक और ढांचा भी अपनाएगा।

8.0 वितरण

कुशल तरीके से तथा युक्तिसंगत दरों पर विनिर्दिष्ट मानकों के मुताबिक विश्वसनीय एवं गुणवत्ता वाली बिजली की आपूर्ति राष्ट्रीय विद्युत नीति के मुख्य उद्देश्यों में से एक उद्देश्य है। राज्य आयोग को सभी उपभोक्ताओं के लिए सेवा की गुणवत्ता, निरंतरता एवं विश्वसनीयता के संबंध में लाइसेंसियों के निष्पादन-मानक निर्धारित एवं अधिसूचित करने चाहिए। यह आवश्यक है कि विनियामक मंच सेवा मानकों संबंधी मूल ढांचा निर्धारित करे। यथाशीघ्र सेवा के अपेक्षित स्तर तक पहुंचने के लिए लाइसेंसियों को एक उपयुक्त ट्रांजिशन फ्रेमवर्क उपलब्ध कराया जा सकता है। उक्त मानकों का पालन नहीं करने पर अधिनियम की धारा 57 के अनुसार लाइसेंसियों पर दंड लगाए जा सकते हैं

उद्योग के वितरण क्षेत्र को कुशल एवं समृद्ध बनाने हेतु विद्युत क्षेत्र में सुधार तथा विनिर्दिष्ट मानकों के अनुसार सेवा का प्रावधान सफलता की कुंजी है। यह जरूरी है कि विनियामक आयोग वितरण लाइसेंसियों की वाणिज्यिक व्यवहार्यता की आवश्यकताओं तथा उपभोक्ता हितों के बीच संतुलन सुनिश्चित करे। हानि वाली यूटिलिटियों को लाभ वाली यूटिलिटियों, जो अपनी पूर्ण विकास क्षमता को हासिल करने के लिए भारत को सक्षम बनाने हेतु अंतरराष्ट्रीय मानकों की सेवाएं उपलब्ध कराने के लिए पूंजीगत बाजारों से आवश्यक संसाधन जुटा सकती हैं, में बदलने की आवश्यकता है। प्रचालनगत क्षमता को प्रोत्साहित किया जाए। नियामक प्राचलों के संदर्भ में दक्ष प्रचालनों के लाभ उपभोक्ताओं और लाइसेंसियों के बीच उपयुक्त ढंग से साझा किए जाएं।

उपयुक्त आयोग द्वारा वितरण लाइसेंसियों के लिए प्रत्येक वर्ष भार का पूर्वानुमान लगाने और भार को पूरा करने के लिए अपनी संक्षिप्त, मध्यावधि एवं दीर्घावधि विद्युत प्रापण योजनाएं आयोग के समक्ष प्रस्तुत करना अनिवार्य किया जाना चाहिए।

राज्य विनियामक आयोग एक विशिष्ट ट्रेजेक्टरी तैयार करेगा ताकि राज्य में विद्यमान परिस्थिति पर निर्भर करते हुए वर्ष 2021-22 तक अथवा उससे पूर्व सभी वर्ग के उपभोक्ताओं को 24 घंटे पर्याप्त और निर्बाधित विद्युत की आपूर्ति सुनिश्चित की जा सके।

ऐसे क्षेत्रों में, जहां ग्रिड नहीं पहुंची है या ग्रिड में पर्याप्त विद्युत उपलब्ध नहीं है, नवीकरणीय ऊर्जा की आपूर्ति करने वाले माइक्रो-ग्रिड्स स्थापित किए जा रहे हैं। ऐसे माइक्रो-ग्रिड्स स्थापित करने में लगने वाला निवेश बहुत अधिक होता है। परियोजना के जीवन काल के पूरा होने से पहले ग्रिड का क्षेत्र में पहुंच जाना निवेश के जोखिमों में से एक है और जिससे माइक्रो-ग्रिड्स से विद्युत बनाना महंगा और अव्यवहार्य है। माइक्रो-ग्रिड में ऐसे जोखिम को कम करने के लिए और माइक्रो-ग्रिड्स में निवेश को प्रोत्साहित करने के लिए उपयुक्त आयोग द्वारा यथानुमोदित निवेशों की अवमूल्ययित लागतों तथा उद्योग बेंचमार्क और एक सीमा, यदि आवश्यक हो, पर विचार करते हुए अधिनियम की धारा 62 के अंतर्गत निर्धारित किए जाने वाले टैरिफ पर ऐसे माइक्रो-ग्रिड से ग्रिड में विद्युत की अनिवार्य खरीद को अधिदेशित करने के लिए उपयुक्त विनियामक संरचना बनाए जाने की आवश्यकता है। इस संबंध में उपयुक्त आयोग छः माह के भीतर आवश्यक विनियम अधिसूचित करेगा।

8.1 बहुवर्षीय टैरिफ (एमवाईटी) ढांचे का कार्यान्वयन

(1) एमवाईटी ढांचा यूटिलिटियों और उपभोक्ताओं का जोखिम कम करेगा, क्षमता में सुधार होगा तथा प्रणालीगत हानियों में कमी आएगी और निवेश आकर्षित करेगा। इससे विद्युत खरीद कीमतों और मुद्रास्फीति सूचकांकों के जात सूचकों में टैरिफ समायोजन को सीमित करके समय रूप से उपभोक्ता टैरिफ के संबंध में व्यापक अनुमान तैयार हो सकेंगे। यह ढांचा सरकारी तथा निजी दोनों यूटिलिटियों पर लागू होगा ।

(2) राज्य आयोग समय एमवाईटी ढांचे के भाग के रूप में उपभोक्ताओं के साथ अधिक लाभ और हानियों को साझा करने का तंत्र शुरू करे। पहली नियंत्रण अवधि में यूटिलिटियों के लिए प्रोत्साहन, यूटिलिटी द्वारा वहन की जाने वाली हानियों की प्रतिशतता की अपेक्षा निर्धारित उच्च स्तर पर यूटिलिटी द्वारा रखे जा रहे अधिक लाभ की प्रतिशतता के साथ असंयमित की जाए। निष्पादन में त्वरित सुधार करने और हानियों में कमी के लिए यह जरूरी है और दीर्घकाल में टैरिफ में कमी के जरिए इससे उपभोक्ताओं के हितों की रक्षा हो सकेगी।

- (3) जैसा कि पैरा 5.11 (ज) में इंगित है। आरंभिक नियंत्रण अवधि में कार्यान्वित किया गया एमवाईटी ढांचा पूरी की जा रही मीटरिंग के परिणामस्वरूप बेसलाइनों में होने वाले परिवर्तनों का समायोजन करने के लिए पर्याप्त रूप से लचीला होना चाहिए।
- (4) यदि प्रतिस्पर्धात्मक दशाओं में आवश्यक हो तो लाइसेंसियों के पास राज्य आयोग द्वारा अनुमोदित टैरिफ से कम टैरिफ वसूलने की नम्यता हो सकती है, बशर्ते वे अधिनियम की धारा 62 के अनुसार इसके कारण अतिरिक्त राजस्व की आवश्यकता के लिए दावा न करें।
- (5) नियंत्रण अवधि के आरंभ में, जब "वास्तविक" लागत भावी अनुमानों के लिए आधार तैयार करती हो, अपेक्षित टैरिफ और इस समय लागू टैरिफों के बीच लार्ज अन्कवर्ड गैप हो सकता है। इस अंतराल को टैरिफ शुल्कों और वैकल्पिक साधनों के माध्यम से पूरा किया जाना चाहिए जिसमें अन्य बातों के साथ-साथ वित्तीय पुनर्गठन और ट्रांजिशन फाइनेंसिंग शामिल है।
- (6) वर्तमान लाइसेंसधारियों के पास उस क्षेत्र के लिए पृथक राजस्व आवश्यकताओं और टैरिफ फाइल करने का विकल्प होना चाहिए जहाँ राज्य आयोग ने राष्ट्रीय विद्युत नीति के पैरा 5.4.7 के साथ पठित अधिनियम की धारा 14 के प्रावधानों के अनुसार बहुवितरण लाइसेंस जारी किए हैं।
- (7) उपयुक्त आयोगों को लाइसेंसधारियों द्वारा समय पर फाइल न किए जाने की स्थिति में स्वतः आधार पर टैरिफ निर्धारण और विनियामक जांच शुरू करनी चाहिए। यह वांछनीय है कि अपेक्षित टैरिफ परिवर्तन प्रत्येक वित्तीय वर्ष के आरंभ की तारीख से प्रभावी हों और फाइलिंग में विलम्ब के कारण होने वाला कोई अंतर लाइसेंसधारियों के कारण होना चाहिए।

8.2 राजस्व आवश्यकताओं और लागतों हेतु ढांचा

8.2.1 टैरिफ निर्धारण में निम्नलिखित तथ्यों पर ध्यान दिया जाना आवश्यक है-

- (1) सभी विद्युत क्रय लागतों का वैध समझा जाना आवश्यक है जब तक कि यह प्रमाणित न हो जाए कि मेरिट आदेश सिद्धांत का उल्लंघन किया गया है अथवा अनुचित दरों पर विद्युत का क्रय किया गया है। सकल तकनीकी एवं वाणिज्यिक (एटीएंडसी) हानियों को प्रकट किए जाने की आवश्यकता है, किन्तु 24 घंटे की आपूर्ति के लिए विद्युत क्रय और आवश्यक एवं उचित ओ एंड एम तथा प्रणाली उन्नयन हेतु निवेश के लिए अपेक्षित राजस्व को अस्वीकार किए बिना। विशेष रूप से उन उपभोक्ताओं को, जो ऐसी टैरिफ का भुगतान करने के लिए तैयार हैं जो दक्ष लागतें दर्शाते हैं, को गुणवत्तापरक विद्युत की चौबीसों घण्टे निर्बाध आपूर्ति पाने का अधिकार है। एम वाई टी ट्रेजेक्टरी में इंगित टी एंड डी हानियों के नियामक स्तर के अनुसार कुल फुटकर बिक्री का वास्तविक आकलन करना चाहिए ताकि उचित विद्युत खरीद अनुपात अंतर (उदाहरणार्थ, कम बारिश होने की स्थिति में ताप विद्युत उत्पादन से और अधिक ऊर्जा खरीदी जा सकती है) की शर्त पर एसईआरसी के विनियमों के अनुसार विद्युत खरीद की लागत तथा ईंधन अधिभार समायोजन को अनुमति दी जा सके।
- (2) प्राप्त किए जाने योग्य ट्रेजेक्टरी को किसी एमवाईटी ढांचे में रिटर्न से जोड़कर एटीएंडसी हानि कमी को प्रोत्साहित किया जाना चाहिए। व्यापक पारदर्शिता और उपभोक्ता समूहों का पोषण प्रभावकारी होगा। सरकारी स्वामित्व वाली यूटिलिटियों के संबंध में एटीएंडसी हानि में कमी लाने के लिए शासन प्रणाली में सुधार करना राज्य विद्युत नियामक आयोगों के लिए एक बहुत ही कठिन कार्य एवं गंभीर चुनौती होगी। पूरी लागतों को सम्मिलित करने का लक्ष्य रखने वाले विभिन्न एटीएंडसी हानि स्तरों से सम्बद्ध आगामी वर्षों में उपभोक्ता टैरिफों के विभिन्न स्तरों के साथ एमवाईटी व्यवस्था चोरी को कम करने के लिए प्रभावी कार्यवाही हेतु अपेक्षित राजनीतिक इच्छा का सृजन कर सकता है क्योंकि इसका विकल्प टैरिफ में अधिक वृद्धि होगा। विभिन्न क्षेत्र/इलाकों के ऊर्जा लेखा परीक्षाओं की तृतीय पक्ष जांच का इस्तेमाल एटीएंडसी हानि के उच्च

स्तरों हेतु क्षेत्र/इलाकों में विशिष्ट अधिभार लगाने के लिए किया जा सकता है और इससे बेहतर शासन प्रणाली के लिए प्रभावी कार्यवाही हेतु स्थानीय सहमति का सृजन हो सकता है। राज्य विद्युत विनियामक आयोग हानियों में कमी से सम्बद्ध यूटिलिटियों के स्टाफ के लिए उपयुक्त स्थानीय क्षेत्र आधारित प्रोत्साहन एवं अप्रोत्साहन योजना को भी प्रोत्साहित कर सकते हैं।

एसईआरसी, लाइसेंसों के प्रत्येक वितरण सर्किल के संबंध में विभिन्न पैरामीटरों हेतु बेस लाईन आंकड़ों का स्वतंत्र मूल्यांकन करेगा।

एसईआरसी, लाइसेंसियों द्वारा प्रस्तुत वित्तीय और तकनीकी आंकड़ों की स्वतंत्र जांच की एक प्रणाली भी स्थापित करेगा।

चूँकि मीटरिंग वितरण नेटवर्क में उपयुक्त स्तर तक पूरी हो चुकी है इसलिए तकनीकी हानियों को पृथक करना संभव होना चाहिए। तदनुसार, एमवाईटी ढांचे के अंतर्गत तकनीकी हानि कमी को वाणिज्यिक हानि कमी से अलग समझा जाना चाहिए जिसके लिए अलग दृष्टिकोण अपेक्षित होता है।

(3) अधिनियम की धारा 65 प्रावधान करती है कि राज्य आयोग द्वारा निर्धारित किए गए टैरिफ में उपभोक्ताओं को सब्सिडी प्रदान करने के संबंध में राज्य सरकार का कोई निर्देश प्रभावी नहीं होगा यदि राज्य आयोग द्वारा निर्धारित सब्सिडी का भुगतान यूटिलिटियों को नहीं किया जाता है और राज्य आयोग द्वारा निर्धारित टैरिफ इस संबंध में आयोग द्वारा जारी किए गए आदेशों की तारीख से लागू होगा। राज्य आयोगों को यूटिलिटियों की वित्तीय व्यवहार्यता सुनिश्चित करने के लिए कानून के इस प्रावधान के अनुपालन को सुनिश्चित करना चाहिए। कानून के इस प्रावधान के कार्यान्वयन को सुनिश्चित करने के लिए, राज्य आयोग को राज्य सरकार द्वारा सब्सिडी प्रतिबद्धता पर विचार किए बिना आरंभ में टैरिफ निर्धारण करना चाहिए और उपभोक्ताओं की संबंधित श्रेणियों के लिए राज्य सरकार द्वारा सब्सिडी पर विचार करने के पश्चात् सब्सिडी प्राप्त टैरिफ का निर्धारण किया जाएगा।

(4) यूटिलिटियों द्वारा सामना किए जा रहे ट्रांजिशन मामलों जैसे कि बिलों की वसूली में प्रगामी सुधार आदि की पर्याप्त रूप से पहचान करते हुए कार्यशील पूंजी की अनुमति दी जानी चाहिए। डूबंत ऋणों को विकसित नीतियों के अनुसार तथा राज्य आयोग के अनुमोदन के अध्याधीन माना जाना चाहिए।

(5) पिछली हानियों अथवा लाभों के पास-थ्रू की अनुमति गैर-नियंत्रणीय कारकों की सीमा तक दी जानी चाहिए। संक्रमणकालीन अवधि के दौरान नियंत्रणीय कारक एमवाईटी ढांचे के अंतर्गत निर्धारित अनुपातों में यूटिलिटियों और उपभोक्ताओं के लिए माना जाना चाहिए।

(6) आकस्मिक संचय राज्य आयोग द्वारा विनियमों के माध्यम से विनिर्दिष्ट आकस्मिक दशाओं की स्थिति में ही केवल राज्य आयोग के पूर्व अनुमोदन के साथ बनाए जाने चाहिए। विकासात्मक संचय और टैरिफ एवं लाभांश नियंत्रण संचय बनाने की वर्तमान पद्धतियों को समाप्त किया जाना चाहिए।

(7) अधिनियम की धारा 61 में यह अनिवार्य है कि उपयुक्त आयोग, टैरिफ निर्धारित करते समय, न केवल उपभोक्ताओं के हितों की रक्षा सुनिश्चित करेगा बल्कि यथोचित ढंग से विद्युत की लागत की वसूली भी सुनिश्चित करेगा। अधिनियम की धारा 62 में ईंधन मूल्य में अंतर, जो विनिर्दिष्ट किया जाए, को पूरा करने के लिए वर्ष के दौरान आवधिक टैरिफ समायोजन की व्यवस्था भी है।

इसलिए, उपयुक्त आयोग को उत्पादन कंपनी और लाइसेंसों की सभी तर्कसंगत लागतों की वसूली के लिए मासिक/त्रैमासिक आधार पर ईंधन के मूल्य, विद्युत क्रय आदि में भिन्नता के कारण उत्पन्न होने वाली लागतों की वसूली के लिए उपयुक्त मूल्य समायोजन फॉर्मूला विनिर्दिष्ट करना चाहिए।

8.2.2 विशेष वर्ष में टैरिफ प्रभाव को सीमित करने के लिए गत समय में विनियामक परिसम्पत्ति की सुविधा को कुछ विनियामक आयोगों द्वारा अपनाया गया है। यह केवल प्राकृतिक आपदा अथवा अप्रत्याशित घटनाओं के मामले में बहुत ही अपवाद के रूप में ही किया जाना चाहिए और निम्नलिखित के अध्यक्षीन होना चाहिए:

क. सामान्य परिस्थितियों में व्यापार के अंतर्गत, किसी विनियामक परिसंपत्ति के सृजन की अनुमति नहीं दी जाएगी।

ख. विनियामक परिसंपत्तियों की वहन लागत सहित बकाया विनियामक परिसम्पत्तियों की वसूली समयबद्ध होनी चाहिए और अधिकतम सात वर्षों की अवधि के भीतर होनी चाहिए। राज्य आयोग इसके लिए ट्रेजेक्टरी विनिर्दिष्ट कर सकता है।

8.3 टैरिफ डिजाइन: टैरिफ को सेवा लागत से जोड़ा जाना

यह व्यापक रूप से विदित है कि विद्युत का यौक्तिक एवं आर्थिक मूल्य निर्धारण ऊर्जा संरक्षण और भू-जल संसाधनों के स्थिर प्रयोग हेतु प्रमुख उपायों में से एक हो सकता है।

अधिनियम की धारा 61 (छ) की शर्तों के अनुसार उपयुक्त आयोग इस उद्देश्य से दिशानिर्देशित होगा कि टैरिफ विद्युत की आपूर्ति की दक्ष एवं विवेकशील लागत को प्रगामी रूप से प्रदर्शित करे।

राज्य सरकारें अधिनियम की धारा 65 के प्रावधानों के अनुसार उपयुक्त मानी गई सीमा तक सब्सिडी दे सकती हैं। प्रत्यक्ष सब्सिडी, सभी को टैरिफ में क्रॉस सब्सिडी के तंत्र की अपेक्षा उपभोक्ताओं की गरीब श्रेणियों को सहायता देने के लिए बेहतर तरीका है। सब्सिडियों को प्रभावी रूप से और पारदर्शक रूप में लक्षित किया जाना चाहिए। क्रॉस-सब्सिडियों के विकल्प के रूप में, राज्य सरकार के पास विद्युत शुल्क प्रणाली के माध्यम से संसाधन जुटाने और केवल जरूरतमंद उपभोक्ताओं को प्रत्यक्ष सब्सिडियों का लाभ प्रदान करने का एक विकल्प विद्यमान है, सब्सिडी का प्रभावी रूप से लक्ष्य बनाने का यह बेहतर तरीका है।

तदनुसार निम्नलिखित सिद्धांत अपनाएं जाएंगे:

1. राष्ट्रीय विद्युत नीति में निर्धारित अनुसार, गरीबी रेखा से नीचे के उपभोक्ता, विनिर्दिष्ट स्तर से नीचे उपभोग करते हैं, को क्रॉस सब्सिडी के माध्यम से विशेष सहायता प्राप्त हो सकती है। उपभोक्ताओं के ऐसे नामित समूह के लिए टैरिफ, आपूर्ति की औसत लागत का कम से कम 50 प्रतिशत होगी।
2. विद्युत आपूर्ति की लागत को टैरिफ द्वारा प्रगामी रूप से प्रदर्शित करने के लक्ष्य को प्राप्त करने के लिए, उपयुक्त आयोग रोडमैप इस प्रकार अधिसूचित करेगा कि टैरिफ, आपूर्ति की औसत लागत के $\pm 20\%$ के भीतर हो। क्रॉस सब्सिडी में क्रमिक कमी के दृष्टिकोण के आधार पर रोड मैप में मध्यवर्ती लक्ष्य भी होंगे।
3. कृषि उपयोग हेतु टैरिफ निर्धारित करते समय, स्थायी तरीके से भू-जल संसाधनों के प्रयोग की आवश्यकता के अनिवार्यता को भी आपूर्ति की औसत लागत के अतिरिक्त ध्यान में रखना होगा। कृषि उपयोग हेतु टैरिफ भू-जल की अत्यधिक हानि को रोकने के लिए भू-जल तालिका की स्थिति के आधार पर राज्य के विभिन्न भागों के लिए विभिन्न स्तरों पर निर्धारित की जा सकती है। अधिनियम की धारा 62 (3) प्रबंध करती है कि किसी क्षेत्र की भौगोलिक स्थिति टैरिफ अंतर के लिए एक मानदंड हो सकती है। उस क्षेत्र के गरीब किसानों को सहायता देने के लिए सब्सिडी के अधिकतम स्तर का विचार किया जा सकता है जहाँ भू-जल स्तरों की देखरेख और सतत भू-जल प्रयोग को सुनिश्चित करने के लिए उचित प्रतिबंधों के अधीन सिंचाई उद्देश्यों हेतु विद्युत की बड़ी मात्रा की आवश्यकता होती है।
4. उपभोक्ताओं की विभिन्न श्रेणियों के लिए सब्सिडी की सीमा विभिन्न संबंधित पहलुओं को ध्यान में रखते हुए राज्य सरकार द्वारा निर्धारित की जा सकती है। किन्तु निशुल्क विद्युत का प्रावधान वांछनीय नहीं है क्योंकि यह विद्युत के व्यर्थ उपभोग को प्रोत्साहित करता है। इसके अलावा बहुत से मामलों में जल तालिका

में कमी होती है जिससे आने वाली पीढ़ियों के लिए सिंचाई और पीने के पानी की कमी की परिहार्य समस्या पैदा होती है। इससे विद्युत की मांग में तीव्र वृद्धि होने की भी संभावना है जिससे वितरण नेटवर्क पर काफी दबाव पड़ता है और इस प्रकार विद्युत की आपूर्ति की गुणवत्ता पर प्रतिकूल प्रभाव पड़ता है। अतः यह आवश्यक है कि उचित स्तर के प्रयोक्ता प्रभार लगाएँ जाएँ। विद्युत की सब्सिडी प्राप्त दरों को उपभोग की पूर्व-निर्धारित सीमा तक ही अनुमति दी जानी चाहिए जिसके बाद उपभोक्ताओं से सेवा की दक्ष लागत को दर्शाने वाला टैरिफ वसूल किया जाना चाहिए। यदि राज्य सरकार उपभोक्ताओं की गरीब श्रेणी को विद्युत की लागत का कुछ भाग ही प्रतिपूर्ति के रूप में देना चाहती है तो इस राशि को नकद अथवा किसी अन्य उपयुक्त तरीके से दिया जा सकता है। उपभोक्ताओं को सब्सिडी का यह अंतरण पूर्व-भुगतान मीटर के प्रयोग से भी सुगम हो सकता है।

5. कृषि/ग्रामीण उपभोक्ताओं के संबंध में आपूर्ति की मीटरिंग पंचायत संस्थानों, प्रयोगकर्ता संगठनों, सहकारी समितियों आदि की भागेदारी से फ्रेञ्चाइजियों के साथ वाणिज्यिक व्यवस्था के माध्यम से ग्रामीण क्षेत्रों में स्थानीय वितरण के प्रबन्धन द्वारा प्रभावी तरीके से तथा उपभोक्ता की सुविधानुसार प्राप्त की जा सकती है। सीमित प्रयोग उपभोक्ताओं, जो सब्सिडी प्राप्त विद्युत के लिए पात्र हैं, के मामलों में मीटरिंग हेतु किफायती विकल्प के रूप में स्मार्ट मीटरों को प्रोत्साहित किया जा सकता है।

8.4 टैरिफ घटकों की परिभाषा और उनको लागू करना

1) अलग-अलग स्थायी और परिवर्तनीय शुल्कों तथा समय अंतराल वाले टैरिफ की विशेषता वाले द्विभागीय टैरिफों को बड़े उपभोक्ताओं (अर्थात् 1 मेगावाट से अधिक की मांग वाले उपभोक्ता) के लिए प्राथमिक रूप से एक वर्ष के भीतर शुरू किया जाएगा और बाद में सभी उपभोक्ताओं के लिए पाँच वर्षों की अवधि के भीतर अथवा इस प्रकार की अवधि जो विनिर्दिष्ट की जा सकती है, शुरू किया जाएगा। इससे व्यस्ततम मांग को पूरा करने और विभिन्न ऊर्जा संरक्षण उपायों को कार्यान्वित करने में भी मदद मिलेगी।

2) राष्ट्रीय विद्युत नीति में उल्लेख है कि उत्पादन कंपनियों के साथ हुए विद्यमान पीपीए को उत्तराधिकारी वितरण कंपनियों को उपयुक्त रूप से सौंपे जाने की आवश्यकता होगी। राज्य सरकार वितरण कंपनियों की विभिन्न लोड प्रोफाइलों को ध्यान में रखते हुए ऐसी व्यवस्था कर सकती है ताकि उपभोक्ताओं की विभिन्न श्रेणियों के लिए राज्य में रिटेल टैरिफ एकसमान रहे। इसके पश्चात् रिटेल टैरिफ, प्रतिस्पर्धी लागतों पर विद्युत का प्रापण करने, घोरी को नियंत्रित करने और अन्य वितरण हानियाँ को कम करने में वितरण कंपनियों की सापेक्ष दक्षता को प्रदर्शित करेगा।

3) उपयुक्त आयोग विशेषरूप से उपभोक्ताओं की उन श्रेणियों, जो बड़े पैमाने पर बिना मीटर के हैं, के लिए मीटर टैरिफ आधारित मीटरिंग और बिलिंग को बढ़ावा देने के लिए प्रोत्साहन दे सकता है। मीटरिंग टैरिफ और प्रोत्साहनों का व्यापक प्रचार किया जाना चाहिए। स्मार्ट मीटरों से दूरस्थ मीटरिंग और बिलिंग, व्यस्ततम और गैर-व्यस्ततम टैरिफ का कार्यान्वयन तथा मांग प्रतिक्रिया के माध्यम से मांग पक्ष प्रबंधन में लाभ होता है। यह भविष्य में, पवन और सौर विद्युत जैसे उत्पादन की मध्यवर्ती किस्मों की वृद्धि के कारण भार-उत्पादन संतुलन के लिए आवश्यक होगा।

इसलिए, उपयुक्त आयोग निम्नलिखित के लिए स्मार्ट मीटर अधिदेशित करता है:

(क) यथाशीघ्र किंतु 31.12.2017 से पहले 500 यूनिट अथवा इससे अधिक की मासिक खपत वाले उपभोक्ता;

(ख) 31.12.2019 तक 200 यूनिट से अधिक की मासिक खपत वाले उपभोक्ता।

इसके अतिरिक्त, सभी प्रोस्प्यूस को टू-वे स्मार्ट मीटर उपलब्ध कराए जाएंगे जो ग्रिड को वापस बिजली बेच सकते हैं जब उन्हें इसकी आवश्यकता है।

वितरण क्षेत्र में ऊर्जा लेखा परीक्षा को सक्षम बनाने के लिए, वितरण प्रणाली में, सभी वितरण कंपनियां 132 केवी स्तर के ट्रांसफार्मरों से 11 केवी स्तर तक के वितरण ट्रांसफार्मरों के लिए तथा इसके अतिरिक्त प्रत्येक उपभोक्ता तक संपूर्ण घेन में अपनी विद्युत प्रणाली में स्मार्ट मीटर सुनिश्चित करेगी। इसके अतिरिक्त, बिजली की चोरी रोकने के लिए, वितरण कंपनियों के पास वितरण प्रबंधन की प्रणाली और ऊर्जा लेखा परीक्षा कार्यों वाली वितरण स्काडा जैसी सक्षम विशेषताएं होनी चाहिए। एसईआरसी इसे दो वर्षों के भीतर लागू करना अनिवार्य करेगा।

4) राज्य विद्युत विनियामक आयोग वितरण लाइसेंसी द्वारा वसूल किए जाने वाले कनेक्शन प्रभारों को पर्याप्त रूप से विनियमित भी कर सकती है ताकि यह सुनिश्चित किया जा सके कि दूसरा वितरण लाइसेंसी अनुचित कनेक्शन प्रभारों की मांग द्वारा चैरी पिकिंग का सहारा न ले। दूसरे लाइसेंसी का कनेक्शन शुल्क वर्तमान लाइसेंसी द्वारा देय शुल्क से अधिक नहीं होना चाहिए।

8.5 खुली पहुंच के लिए क्रॉस सब्सिडी अधिभार एवं अतिरिक्त अधिभार

8.5.1 राष्ट्रीय विद्युत नीति में निर्धारित है कि क्रॉस सब्सिडी अधिभार और खुली पहुंच की अनुमति वाले उपभोक्ताओं से वसूल किया जाने वाला अतिरिक्त अधिभार इतना अधिक नहीं होना चाहिए कि वह प्रतिस्पर्धा को समाप्त कर दे जो कि उत्पादन और खुली पहुंच के माध्यम से उपभोक्ताओं को विद्युत की प्रत्यक्ष आपूर्ति के लिए विकसित की जानी है।

उपभोक्ता, जिसे खुली पहुंच की अनुमति प्राप्त है, उत्पादनकर्ता को, पारेषण लाइसेंसधारक, जिसकी पारेषण प्रणालियां प्रयोग की जाती हैं, वितरण यूटिलिटी को क्रॉस सब्सिडी अधिभार के अतिरिक्त व्हीलिंग प्रभारों का भुगतान करना होगा। अतः क्रॉस सब्सिडी अधिभार का परिकलन इस प्रकार से करने की जरूरत है कि वितरण लाइसेंसी की क्षतिपूर्ति करते समय खुली पहुंच के जरिए प्रतिस्पर्द्धा लाने में बाधा नहीं आए। उपभोक्ता खुली पहुंच की सुविधा तभी लेगा जब सभी प्रभारों का भुगतान करने पर भी उसे लाभ प्राप्त हो। वितरण लाइसेंसी के हित संरक्षण की स्थिति में यह जरूरी होगा कि अधिनियम के प्रावधानों, जिसमें चरणबद्ध ढंग से खुली पहुंच को शुरू करने की अपेक्षा की गई है, को उपभोक्ताओं के व्यापक हित में प्रतिस्पर्द्धा हेतु उपयोग में लाया जाए।

एसईआरसी, विद्युत आपूर्ति की लागत की गणना उपभोक्ताओं की उस श्रेणी के लिए, वितरण लाइसेंसी द्वारा (क) नवीकरणीय क्रय दायित्व को पूरा करने सहित विद्युत क्रय की प्रति यूनिट भारत औसत लागत (ख) एसईआरसी द्वारा अनुमति प्राप्त संबंधित वोल्टेज स्तर और वाणिज्यिक हानियों के लिए लागू पारेषण और वितरण हानियां (ग) संबंधित वोल्टेज स्तर तक पारेषण, वितरण और व्हीलिंग प्रभार, और (घ) वहन विनियामक परिसंपत्तियों की प्रति यूनिट लागत, यदि लागू हो, के योग के रूप में कर सकता है।

सरचार्ज फार्मुला

$$S=T-[C/(1-L/100)+D+R]$$

जहां

S सरचार्ज है

T संबंधित उपभोक्ता श्रेणी द्वारा भुगतानयोग्य टैरिफ है जिसमें नवीकरणीय क्रय दायित्व दर्शाना शामिल है।

C लाइसेंसी द्वारा विद्युत क्रय की प्रति यूनिट भारत औसत लागत है जिसमें नवीकरणीय क्रय दायित्व पूरा करना शामिल है।

D संबंधित वोल्टेज स्तर के लिए लागू पारेषण, वितरण और व्हीलिंग चार्ज का योग है।

L संबंधित वोल्टेज स्तर के लिए लागू प्रतिशत के रूप में व्यक्त पारेषण, वितरण और वाणिज्यिक हानियों का योग है।

R वहन विनियामक परिसंपत्तियों की प्रति यूनिट लागत है।

उपरोक्त फार्मूला सभी वितरण लाइसेंसियों के लिए, विशेष रूप से, जहां विद्युत की कमी है, कार्य नहीं कर सकता, राज्य विनियामक आयोग विद्युत अधिनियम के समय उद्देश्यों को ध्यान में रखते हुए वितरण लाइसेंसों के क्षेत्र में विद्यमान विभिन्न परिस्थितियों को ध्यान में रखते हुए इसकी समीक्षा और इसमें परिवर्तन कर सकता है।

बशर्ते कि यह सरचार्ज खुली पहुंच प्राप्त करने वाले उपभोक्ताओं की श्रेणी के लिए लागू टैरिफ के 20% से अधिक नहीं होना चाहिए।

बशर्ते कि उपयुक्त आयोग, उपयुक्त सरकार के परामर्श से रेलवे, जैसा कि भारतीय रेलवे अधिनियम, 1989 में परिभाषित है, के डीमंड लाइसेंसों होने के कारण, इसकी अपनी खपत के लिए क्रय की गई विद्युत पर किसी क्रॉस सब्सिडी चार्ज की वसूली से छूट प्रदान करेगा।

8.5.2 विद्युत अधिनियम, 1948 (अब निरस्त) की धारा 43(ए)(1)(सी) के अंतर्गत सक्षम सरकार की सहमति के साथ विद्युत उत्पादन कंपनियों द्वारा बेची जा रही विद्युत पर और भारतीय विद्युत अधिनियम, 1910 (अब निरस्त) की धारा 27 के अंतर्गत राज्य सरकार की अनुमति के आधार पर जब तक कि यह अनुमति वैध है, वितरण लाइसेंसों द्वारा आपूर्ति की जा रही विद्युत पर किसी प्रभार का भुगतान करना अपेक्षित नहीं होगा।

8.5.3 अधिभार, वितरण लाइसेंसों, पारेषण लाइसेंसों, एसटीयू अथवा सीटीयू, जिसकी सुविधाएं विद्युत आपूर्ति के लिए उपयोग में लाई जा रही हैं, किसी के भी द्वारा एकत्रित किया जा सकता है। सभी मामलों में किसी विशेष उपभोक्ता से एकत्रित राशियां उस वितरण लाइसेंसों को दी जानी चाहिए जिसके क्षेत्र में उपभोक्ता स्थित है। एक ही क्षेत्र में आपूर्ति कर रहे दो लाइसेंसधारियों के मामले में उस लाइसेंसधारी को एकत्रित की गई राशियां दी जाएंगी जिससे उपभोक्ता आपूर्ति का लाभ उठा रहा है।

8.5.4 अधिनियम की धारा 42(4) के अनुसार आपूर्ति के दायित्व हेतु अतिरिक्त अधिभार केवल तभी लागू होना चाहिए जब अंतिम रूप से यह दर्शा दिया जाए कि विद्युत क्रय प्रतिबद्धताओं की दृष्टि से लाइसेंसों का दायित्व समाप्त हो गया है या हो रहा है या ऐसी संविदा के परिणामस्वरूप निर्धारित की गई लागतों को वहन करने की अपरिहार्य देयताएं और स्थिति मौजूद हैं। नेटवर्क परिसम्पत्तियों से संबंधित स्थायी लागतों को व्हीलिंग प्रभारों के माध्यम से वसूल किया जाएगा।

8.5.5 व्हीलिंग प्रभार अंतःराज्यीय पारेषण प्रभारों के लिए निर्धारित किए गए उन्हीं सिद्धांतों के आधार पर निर्धारित किए जाने चाहिए और इसके अलावा इसमें संबंधित वोल्टेज स्तर का औसतन हानि क्षतिपूर्ति शामिल होगा।

8.5.6 खुली पहुंच वाले उपभोक्ता को आपूर्तिकर्ता उत्पादक द्वारा कटौती किए जाने के मामले में लाइसेंसों द्वारा उस उपभोक्ता श्रेणी को, अस्थायी कनेक्शन के लिए उपयुक्त आयोग द्वारा यथानिर्धारित टैरिफ के भुगतान पर वैकल्पिक व्यवस्था की जाए। बशर्ते कि ऐसे प्रभार उस श्रेणी के सामान्य प्रभार के 125 प्रतिशत से ज्यादा नहीं होंगे।

9.0 व्यापार मार्जिन

अधिनियम में यह व्यवस्था है कि उपयुक्त आयोग जरूरत होने पर व्यापार मार्जिन तय करे। बाजार को प्रतिस्पर्धात्मक बनाने के लिए बिजली क्षेत्र में व्यापार को प्रोत्साहित करने की जरूरत है, यद्यपि उपयुक्त आयोग व्यापार लेन-देन की लगातार निगरानी करे और यह सुनिश्चित करे कि बिजली के व्यापारी बिजली कमी की स्थिति में अनुचित लाभ न उठाएं। इस उद्देश्य की पूर्ति हेतु व्यापार मार्जिन का निर्धारण जरूरी है।

ज्योति अरोरा, संयुक्त सचिव

परिशिष्ट

जल विद्युत परियोजनाओं के लिए अनुमोदित आर एंड आर प्रावधानों की मुख्य विशेषताएँ

1 समावेशन सीमा

किसी जल विद्युत परियोजना के विकास से, यदि एक भी परिवार प्रभावित हो तो निम्नलिखित प्रावधान लागू होंगे:

2 परियोजना प्रभावित परिवार (पीएएफ) की परिभाषा

परियोजना प्रभावित परिवार (पीएएफ) से वह परिवार अभिप्रेत है जिसका निवास-स्थान या अन्य संपत्ति या आजीविका का स्रोत जल विद्युत परियोजना के कार्य से प्रभावित हुआ हो और जो एलएआरआर अधिनियम की धारा-11 के अंतर्गत अधिसूचना की घोषणा की तारीख से दो वर्ष पूर्व से प्रभावित क्षेत्र में रह रहा हो। प्रभावित परिवार में अनाधिकृत निवासी (स्क्वॉटर) भी शामिल होंगे।

3 कृषि श्रमिक की परिभाषा

ऐसा व्यक्ति जो सामान्यतः प्रभावित क्षेत्र के घोषित होने की तारीख से दो वर्ष पूर्व से प्रभावित क्षेत्र में रह रहा हो और कृषि भूमि पर मुख्यतः शारीरिक श्रम के जरिए आजीविका चलाता हो।

4 गैर-कृषि श्रमिकों की परिभाषा

ऐसा व्यक्ति जो सामान्यतः प्रभावित क्षेत्र के घोषित होने की तारीख से दो वर्ष पूर्व से प्रभावित क्षेत्र में रह रहा हो और उसकी प्रभावित क्षेत्र में कोई भूमि न हो और वह अपनी आजीविका मुख्यतः शारीरिक श्रम से या ग्रामीण शिल्पकार या समुदाय सेवा प्रदाताओं के रूप में चलाता हो।

5 स्क्वॉटर (अनधिकृत निवासी) की परिभाषा

प्रभावित क्षेत्र में कानूनी अधिकार रहित सरकारी भूमि का कब्जादार परिवार और वह एलएआरआर अधिनियम की धारा 11 के अंतर्गत अधिसूचना की घोषणा की तारीख से 5 वर्ष पूर्व से वहाँ रह रहा हो।

6 पुनर्वास/पुनःस्थापन कॉलोनियाँ

इस नीति का उद्देश्य उन परियोजना प्रभावित परिवारों, जो हाइड्रो परियोजनाओं के विकास के कारण विस्थापित हो गए हों, को जहाँ तक संभव हो सके, बना बनाया मकान उपलब्ध कराना है। हालांकि जहाँ पर विकल्प दिया जाए, इसके बदले में उदार आवास निर्माण भत्ता दिया जाएगा।

7 प्रशिक्षण एवं क्षमता निर्माण

यह नीति परियोजना प्रभावित परिवारों तथा स्थानीय लोगों को सतत आजीविका के लिए प्रशिक्षण देने की आवश्यकता पर बल देती है। निर्माण शुरू होने से कम से कम छह महीने पूर्व परियोजना विकासकर्ताओं द्वारा स्थानीय लोगों को आवश्यक कौशल प्रदान करने के लिए आई टी आई द्वारा विशेष प्रशिक्षण कार्यक्रम शुरू किया जाएगा। इससे पीएएफ एवं परियोजना के आस-पास रह रहे अन्य लोगों की रोजगारोपयोगिता में वृद्धि होने की आशा है।

8 अतिरिक्त प्रावधान

इस नीति में परियोजना प्रभावित परिवारों के लिए निम्नलिखित अतिरिक्त प्रावधान परिकल्पित हैं:

- मेधावी छात्रों के लिए छात्रवृत्ति
- चिकित्सा सुविधाओं का विस्तार

- विवाह अनुदान
- जीवन-निर्वाह अनुदान
- सहकारियों एवं स्वयंसेवी समूहों के लिए आय सृजन योजनाओं को बढ़ावा देना
- बीज, कीटनाशक एवं उर्वरक सब्सिडी तथा सिंचाई सहायता

उपर्युक्त अतिरिक्त प्रावधानों के अलावा वर्तमान में लागू पुनर्वास एवं पुनःस्थापन राष्ट्रीय नीति के प्रावधान सामान्यतः प्रभावी बने रहेंगे।

MINISTRY OF POWER

RESOLUTION

New Delhi, the 28th January, 2016

TARIFF POLICY

No. 23/2005-R&R (Vol-IX).—1.0 INTRODUCTION

1.1 In compliance with section 3 of the Electricity Act 2003, the Central Government notified the Tariff Policy on 6th January, 2006. Further amendments to the Tariff Policy were notified on 31st March, 2008, 20th January, 2011 and 8th July, 2011. In exercise of powers conferred under section 3(3) of Electricity Act, 2003, the Central Government hereby notifies the revised Tariff Policy to be effective from the date of publication of this resolution in the Gazette of India.

Notwithstanding anything done or any action taken or purported to have been done or taken under the provisions of the Tariff Policy notified on 6th January, 2006 and amendments made thereunder, shall, in so far as it is not inconsistent with this Policy, be deemed to have been done or taken under provisions of this revised policy.

1.2 The National Electricity Policy has set the goal of adding new generation capacity and enhancing per capita availability of electricity per year and to not only eliminate energy and peaking shortages but to also have a spinning reserve as specified by the Central Electricity Authority. Development of the power sector has also to meet the challenge of providing access for affordable electricity to all households in next five years.

1.3 It is therefore essential to attract adequate investments in the power sector by providing appropriate return on investment as budgetary resources of the Central and State Governments are incapable of providing the requisite funds. It is equally necessary to ensure availability of electricity to different categories of consumers at reasonable rates for achieving the objectives of rapid economic development of the country and improvement in the living standards of the people.

1.4 Balancing the requirement of attracting adequate investments to the sector and that of ensuring reasonability of user charges for the consumers is the critical challenge for the regulatory process. Accelerated development of the power sector and its ability to attract necessary investments calls for, inter alia, consistent regulatory approach across the country. Consistency in approach becomes all the more necessary considering the large number of States and the diversities involved.

2.0 LEGAL POSITION

2.1 Section 3 (1) of the Electricity Act, 2003 empowers the Central Government to formulate the tariff policy. Section 3(3) of the Act enables the Central Government to review or revise the tariff policy from time to time.

2.2 Central Electricity Regulatory Commission (CERC) and State Electricity Regulatory Commissions (SERCs) shall be guided by the tariff policy in discharging their functions including framing the regulations.

2.3 Regulatory Commissions shall be guided by the principles and methodologies specified by the Central Commission for determination of tariff applicable to generating companies and transmission licensees.

2.4 The Forum of Regulators has been constituted by the Central Government under the provisions of the Act which would, inter alia, facilitate consistency in approach specially in the area of distribution.

3.0 EVOLUTION OF THE POLICY

The tariff policy has been evolved in consultation with the State Governments, the Central Electricity Authority (CEA), the Central Electricity Regulatory Commission and various stakeholders.

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4.0 OBJECTIVES OF THE POLICY

The objectives of this tariff policy are to:

- (a) Ensure availability of electricity to consumers at reasonable and competitive rates;
- (b) Ensure financial viability of the sector and attract investments;
- (c) Promote transparency, consistency and predictability in regulatory approaches across jurisdictions and minimise perceptions of regulatory risks;
- (d) Promote competition, efficiency in operations and improvement in quality of supply;
- (e) Promote generation of electricity from Renewable sources;
- (f) Promote Hydroelectric Power generation including Pumped Storage Projects (PSP) to provide adequate peaking reserves, reliable grid operation and integration of variable renewable energy sources;
- (g) Evolve a dynamic and robust electricity infrastructure for better consumer services;
- (h) Facilitate supply of adequate and uninterrupted power to all categories of consumers;
- (i) Ensure creation of adequate capacity including reserves in generation, transmission and distribution in advance, for reliability of supply of electricity to consumers.

5.0 GENERAL APPROACH TO TARIFF

5.1 Introducing competition in different segments of the electricity industry is one of the key features of the Electricity Act, 2003. Competition will lead to significant benefits to consumers through reduction in capital costs and also efficiency of operations. It will also facilitate the price to be determined competitively. The Central Government has already issued detailed guidelines for tariff based bidding process for procurement of electricity by distribution licensees.

5.2 All future requirement of power should continue to be procured competitively by distribution licensees except in cases of expansion of existing projects or where there is a company owned or controlled by the State Government as an identified developer and where regulators will need to resort to tariff determination based on norms provided that expansion of generating capacity by private developers for this purpose would be restricted to one time addition of not more than 100% of the existing capacity.

Provided further that the Appropriate Commission, as defined in the Electricity Act, 2003, shall ensure that in case of expansion of such projects, the benefit of sharing of infrastructure of existing project and efficiency of new technology is passed on to consumers through tariff.

Provided also that the State Government can notify a policy to encourage investment in the State by allowing setting up of generating plants, including from renewable energy sources out of which a maximum of 35% of the installed capacity can be procured by the Distribution Licensees of that State for which the tariff may be determined under Section 62 of the Electricity Act, 2003.

Provided that notwithstanding the provision contained in para 5.11(j) of the policy, the tariff for such 35% of the installed capacity shall be determined by SERC.

However, the 15% of power outside long term PPAs allowed under para 5.7.1 of National Electricity Policy shall not be included in 35% allowed to be procured by Distribution Licensees of the State.

5.3 The tariff of all new generation and transmission projects of company owned or controlled by the Central Government shall continue to be determined on the basis of competitive bidding as per the Tariff Policy notified on 6th January, 2006 unless otherwise specified by the Central Government on case to case basis.

Further, intra-state transmission projects shall be developed by State Government through competitive bidding process for projects costing above a threshold limit which shall be decided by the SERCs.

5.4 The Central Electricity Regulatory Commission in consultation with Central Electricity Authority and other stakeholders shall frame within six months, regulations for determination of tariff for generation of electricity from projects using coal washery rejects. These regulations shall also be followed by State Electricity Regulatory Commissions.

Provided that procurement of power from coal washery rejects based projects developed by Central/State PSUs, Joint Venture between Government Company and Company other than Government Company in which shareholding of company other than Government Company either directly or through any of its subsidiary company or associate company shall not be more than 26% of the paid up share capital, can be done under Section 62 of the Act.

5.5 The developer of a hydroelectric project, including Pumped Storage Plant (PSP), would have the option of getting the tariff determined by the Appropriate Commission for the power to be sold through long term Power Purchase

Agreements (PPAs) on the basis of performance based cost of service regulations if the following conditions are fulfilled:

- (a) The Appropriate Commission is satisfied that the project site has been allotted to the developer by the concerned State Government after following a transparent two stage process. The first stage should be for prequalification on the basis of criteria of financial strength, past experience of developing infrastructure projects of similar size, past track record of developing projects on time and within estimated costs, turnover and ability to meet performance guarantee etc. In the second stage, bids are to be called on the basis of only one single quantifiable parameter, such as, additional free power in excess of percentage of free power, as notified by the Central Government, equity participation offered to the State Government, or any other parameter to be notified by the Central Government from time to time.
- (b) Concurrence of CEA (if required under Section 8 of the Act), financial closure, award of work and long term Power Purchase Agreement (PPA) (of the duration of 35 years or more) of the capacity specified in (c) below with distribution licensees are completed by 15.08.2022.
- (c) Long term PPA is firmed up for 60% or more of the total saleable design energy, balance being allowed for merchant sale.

Provided that distribution licensees can extend the duration of long term PPA beyond 35 years for a further period of 15 years at the existing terms and conditions subject to the approval of Appropriate Commission.

Provided further that nothing contained in this clause shall apply to Pumped Storage Plants (PSP).

- (d) The time period for commissioning of all the units of the project shall be fixed at four years from the date of approval of the commissioning schedule by the Appropriate Commission. However, the Appropriate Commission may, after recording reasons in writing, fix longer time period for hydro electric projects (reservoir as well as run-of- river projects) of more than 100 MW capacity. Agreed timelines to achieve the fixed commissioning schedule alongwith penalty for delay shall be decided by the Appropriate Commission in consultation with the Central Electricity Authority. The Appropriate Commission shall allow pass through the Interest During Construction (IDC) and Financing Cost (FC) only upto the period of delay not attributable to the developer, as approved by the CEA.
- (e) Award of contracts for supply of equipment and construction of the project, either through a turnkey or through well defined packages, are done on the basis of international competitive bidding.

5.6 Notwithstanding anything contained in Para 5.5 above, the developers of hydro electric projects of more than 100 MW design capacity for which sites have been awarded earlier by following a transparent process and on the basis of pre-determined set of criteria would have the option of getting the tariff determined by the Appropriate Commission for the power to be sold through long term PPA on the basis of cost plus under Section 62 of the Act.

5.7 In case of projects covered under Para 5.5 and 5.6, the Appropriate Commission shall determine tariff ensuring the following:

- (i) Any expenditure incurred or committed to be incurred by the project developer for getting project site allotted (except free power as notified) would neither be included in the project cost, nor any such expenditure shall be passed through in tariff.
- (ii) The project cost shall include the cost of the approved R&R plan of the Project which shall be in conformity with the following:
 - (a) the National Rehabilitation & Resettlement Policy currently in force;
 - (b) the R&R package as enclosed at appendix.
- (iii) Annual fixed charges shall be taken pro-rata to the saleable design energy tied up on the basis of long term PPAs with respect to total saleable design energy. The total saleable design energy shall be arrived at by deducting the following from the design energy at the bus bar:
 - a) Free power as notified by the Central Government from time to time for the host State and the riparian State and percentage for contribution towards Local Area Development Fund as constituted by the State Government. This free power may be suitably staggered as decided by the State Government.
 - b) Energy corresponding to 100 units of electricity to be provided free of cost every month to every Project Affected Family notified by the State Government to be offered through the concerned distribution licensee in the designated resettlement area/projects area for a period of ten years from the date of commissioning.

5.8 The Appropriate Commission shall provide for suitable regulatory framework for incentivizing the developers of Hydro Electric Projects (HEPs) for using long-term financial instruments in order to reduce the tariff burden in the initial years.

5.9 The real benefits of competition would be available only with the emergence of appropriate market conditions. Shortages of power supply will need to be overcome. Multiple players will enhance the quality of service through competition. All efforts will need to be made to bring power industry to this situation as early as possible in the overall interests of consumers. Transmission and distribution, i.e. the wires business is internationally recognized as having the characteristics of a natural monopoly where there are inherent difficulties in going beyond regulated returns on the basis of scrutiny of costs.

5.10 Consumer interest is best served in ensuring viability and sustainability of the entire value chain viz., generation, transmission and distribution of electricity, while at the same time facilitating power supply at reasonable rate to consumers. The financial turnaround/restructuring plans are approved by the Appropriate Government from time to time to achieve this objective. The Appropriate Government as well as the Appropriate Commission while implementing such plans shall ensure viability of the generation, transmission and distribution in terms of recovery of all prudent costs.

5.11 Tariff policy lays down the following framework for performance based cost of service regulation in respect of aspects common to generation, transmission as well as distribution. These shall not apply to competitively bid projects as referred to in para 6.1 and para 7.1 (6). Sector specific aspects are dealt with in subsequent sections.

a) Return on Investment

Balance needs to be maintained between the interests of consumers and the need for investments while laying down rate of return. Return should attract investments at par with, if not in preference to, other sectors so that the electricity sector is able to create adequate capacity. The rate of return should be such that it allows generation of reasonable surplus for growth of the sector.

The Central Commission would notify, from time to time, the rate of return on equity for generation and transmission projects keeping in view the assessment of overall risk and the prevalent cost of capital which shall be followed by the SERCs also. The rate of return notified by CERC for transmission may be adopted by the SERCs for distribution with appropriate modification taking into view the risks involved. For uniform approach in this matter, it would be desirable to arrive at a consensus through the Forum of Regulators.

While allowing the total capital cost of the project, the Appropriate Commission would ensure that these are reasonable and to achieve this objective, requisite benchmarks on capital costs should be evolved by the Regulatory Commissions. The Central Commission may adopt either Return on Equity or Return on Capital approach whichever is considered better in the interest of the consumers.

The State Commission may consider 'distribution and supply margin' as basis for allowing returns in distribution business at an appropriate time. The State Commission may also consider price cap regulation based on comprehensive study. The Forum of Regulators should evolve a comprehensive approach in this regard. The considerations while preparing such an approach would, inter-alia, include issues such as reduction in Aggregate Technical and Commercial losses, improving the standards of performance and reduction in cost of supply.

b) Equity Norms

For financing of future capital cost of projects, a Debt: Equity ratio of 70:30 should be adopted. Promoters would be free to have higher quantum of equity investments. The equity in excess of this norm should be treated as loans advanced at the weighted average rate of interest and for a weighted average tenor of the long term debt component of the project after ascertaining the reasonableness of the interest rates and taking into account the effect of debt restructuring done, if any. In case of equity below the normative level, the actual equity would be used for determination of Return on Equity in tariff computations.

c) Depreciation

The Central Commission may notify the rates of depreciation in respect of generation and transmission assets. The depreciation rates so notified would also be applicable for distribution assets with appropriate modification as may be evolved by the Forum of Regulators.

Provided that the Appropriate Commission shall specify, for the purpose of tariff determination, an upper ceiling of the rate of depreciation to be applicable during the useful life of the project and the developer shall have the option of indicating, while seeking approval for tariff, lower rate of depreciation subject to the aforesaid ceiling.

The rates of depreciation so notified would be applicable for the purpose of tariffs as well as accounting.

There should be no need for any advance against depreciation.

Benefit of reduced tariff after the assets have been fully depreciated should remain available to the consumers.

Notwithstanding the above, power from those plants of a generating company, where either whose PPAs have expired or plants have completed their useful life, may be bundled with power from renewable generating plants to be set up through the process of bidding or for which the equipment for setting up such plant is procured through competitive bidding. In such cases, power from such plants can be reallocated to beneficiaries purchasing power from renewable energy generating plants on the principles to be decided by Appropriate Government. The Obligated Entities which finally buy such power shall account towards their renewable purchase obligation to the extent of power bought from renewable energy generating plants.

The scheduling and despatch of such conventional and renewable generating plants shall be done separately.

d) Cost of Debt

Structuring of debt, including its tenure, with a view to reducing the tariff should be encouraged. Savings in costs on account of subsequent restructuring of debt should be suitably incentivised by the Regulatory Commissions keeping in view the interests of the consumers.

e) Cost of Management of Foreign Exchange Risk

Foreign exchange variation risk shall not be a pass through. However, appropriate costs of hedging and swapping to take care of foreign exchange variations should be allowed for debt obtained in foreign currencies. This provision would be relevant only for the projects where tariff has not been determined on the basis of competitive bids.

f) Operating Norms

Suitable performance norms of operations together with incentives and disincentives would need to be evolved along with appropriate arrangement for sharing the gains of efficient operations with the consumers. Except for the cases referred to in para 5.11(h)(2), the operating parameters in tariffs should be at "normative levels" only and not at "lower of normative and actuals". This is essential to encourage better operating performance. The norms should be efficient, relatable to past performance, capable of achievement and progressively reflecting increased efficiencies and may also take into consideration the latest technological advancements, fuel, vintage of equipments, nature of operations, level of service to be provided to consumers etc. Continued and proven inefficiency must be controlled and penalized.

The Central Commission would, in consultation with the Central Electricity Authority, notify operating norms from time to time for generation and transmission. The SERC would adopt these norms. In cases where operations have been much below the norms for many previous years, the SERCs may fix relaxed norms suitably and draw a transition path over the time for achieving the norms notified by the Central Commission, or phase them out in accordance with the norms specified by the Authority in this regard.

Operating norms for distribution networks would be notified by the concerned SERCs. For uniformity, the Forum of Regulators should evolve model guidelines taking into consideration the state specific distinctive features.

g) Renovation and Modernization

Renovation and modernization of generation plants (including repowering of wind generating plants) need to be encouraged for higher efficiency levels even though they may have not completed their useful life. This shall not include periodic overhauls. A Multi-Year Tariff (MYT) framework may be prescribed which should also cover capital investments necessary for renovation and modernization and an incentive framework to share the benefits of efficiency improvement between the utilities and the beneficiaries with reference to revised and specific performance norms to be fixed by the Appropriate Commission. Appropriate capital costs required for predetermined efficiency gains and/or for sustenance of high level performance would need to be assessed by the Appropriate Commission.

h) Multi Year Tariff

- 1) Section 61 of the Act states that the Appropriate Commission for determining the terms and conditions for the determination of tariff shall be guided, inter-alia, by Multi-Year Tariff (MYT) principles. The framework should feature a five-year control period. The initial control period may, however, be of 3 year duration for transmission and distribution if deemed necessary by the Regulatory Commission on account of data uncertainties and other practical considerations. In cases of lack of reliable data, the Appropriate Commission may state assumptions in MYT for first control period and a fresh control period may be started as and when more reliable data becomes available.
- 2) In cases where operations have been much below the norms for many previous years, the initial starting point in determining the revenue requirement and the improvement trajectories should be recognized at

“relaxed” levels and not the “desired” levels. Suitable benchmarking studies may be conducted to establish the “desired” performance standards. Separate studies may be required for each utility to assess the capital expenditure necessary to meet the minimum service standards.

- 3) Once the revenue requirements are established at the beginning of the control period, the Regulatory Commission should focus on regulation of outputs and not the input cost elements. At the end of the control period, a comprehensive review of performance may be undertaken.
- 4) Uncontrollable costs should be recovered speedily to ensure that future consumers are not burdened with past costs. Uncontrollable costs would include (but not limited to) fuel costs, costs on account of inflation, taxes and cess, variations in power purchase unit costs including on account of adverse natural events.
- 5) Clear guidelines and regulations on information disclosure may be developed by the Regulatory Commissions. Section 62 (2) of the Act empowers the Appropriate Commission to require licensees to furnish separate details, as may be specified in respect of generation, transmission and distribution for determination of tariff.

(i) Benefits under Clean Development Mechanism (CDM)

Tariff fixation for all electricity projects (generation, transmission and distribution) that result in lower Green House Gas (GHG) emissions than the relevant base line should take into account the benefits obtained from the Clean Development Mechanism (CDM) into consideration, in a manner so as to provide adequate incentive to the project developers.

(j) Composite Scheme

Sub-section (b) of Section 79(1) of the Act provides that Central Commission shall regulate the tariff of generating company, if such generating company enters into or otherwise have a composite scheme for generation and sale of electricity in more than one State.

Explanation: The composite scheme as specified under section 79(1) of the Act shall mean a scheme by a generating company for generation and sale of electricity in more than one State, having signed long-term or medium-term PPA prior to the date of commercial operation of the project (the COD of the last unit of the project will be deemed to be the date of commercial operation of the project) for sale of atleast 10% of the capacity of the project to a distribution licensee outside the State in which such project is located.

5.12 While it is recognized that the State Governments have the right to impose duties, taxes, cess on sale or consumption of electricity, these could potentially distort competition and optimal use of resources especially if such levies are used selectively and on a non-uniform basis.

In some cases, the duties etc. on consumption of electricity is linked to sources of generation (like captive generation) and the level of duties levied is much higher as compared to that being levied on the same category of consumers who draw power from grid. Such a distinction is invidious and inappropriate. The sole purpose of freely allowing captive generation is to enable industries to access reliable, quality and cost effective power. Particularly, the provisions relating to captive power plants which can be set up by group of consumers has been brought in recognition of the fact that efficient expansion of small and medium industries across the country will lead to faster economic growth and creation of larger employment opportunities.

For realizing the goal of making available electricity to consumers at reasonable and competitive prices, it is necessary that such duties are kept at reasonable level.

5.13 The Act provides for introduction of open access for consumers of one megawatt and above in a time bound manner. The Regulatory Commissions shall introduce open access for different categories of consumers as per the provisions of the Act.

6.0 GENERATION

Accelerated growth of the generation capacity sector is essential to meet the estimated growth in demand. Adequacy of generation is also essential for efficient functioning of power markets. At the same time, it is to be ensured that new capacity addition should deliver electricity at most efficient rates to protect the interests of consumers. This policy stipulates the following for meeting these objectives.

6.1 Procurement of power

As stipulated in para 5.1, power procurement for future requirements should be through a transparent competitive bidding mechanism using the guidelines issued by the Central Government from time to time. These guidelines provide for procurement of electricity separately for base load requirements and for peak load requirements. This would facilitate setting up of generation capacities specifically for meeting such requirements.

However, some of the competitively bid projects as per the guidelines dated 19th January, 2005 have experienced difficulties in getting the required quantity of coal from Coal India Limited (CIL). In case of reduced quantity of

domestic coal supplied by CIL, vis-à-vis the assured quantity or quantity indicated in Letter of Assurance/FSA the cost of imported/market based e-auction coal procured for making up the shortfall, shall be considered for being made a pass through by Appropriate Commission on a case to case basis, as per advisory issued by Ministry of Power vide OM No. FU-12/2011-IPC (Vol-III) dated 31.7.2013.

6.2 Tariff structuring and associated issues

- (1) A two-part tariff structure should be adopted for all long-term and medium-term contracts to facilitate Merit Order dispatch. According to National Electricity Policy, the Availability Based Tariff (ABT) is also to be introduced at State level. This framework would be extended to generating stations (including grid connected captive plants of capacities as determined by the SERC). The Appropriate Commission shall introduce differential rates of fixed charges for peak and off peak hours for better management of load within a period of two years.

Power stations are required to be available and ready to dispatch at all times. Notwithstanding any provision contained in the Power Purchase Agreement (PPA), in order to ensure better utilization of un-requisitioned generating capacity of generating stations, based on regulated tariff under Section 62 of the Electricity Act 2003, the procurer shall communicate, at least twenty four hours before 00.00 hours of the day when the power and quantum thereof is not requisitioned by it enabling the generating stations to sell the same in the market in consonance with laid down policy of Central Government in this regard. The developer and the procurers signing the PPA would share the gains realized from sale, if any, of such un-requisitioned power in market in the ratio of 50:50, if not already provided in the PPA. Such gain will be calculated as the difference between selling price of such power and fuel charge. It should, however, be ensured that such merchant sale does not result in adverse impact on the original beneficiary(ies) including in the form of higher average energy charge vis-à-vis the energy charge payable without the merchant sale. For the projects under section 63 of the Act, the methodology for such sale may be decided by the Appropriate Commission on mutually agreed terms between procurer and generator or unless already specified in the PPA.

- (2) Power Purchase Agreement should ensure adequate and bankable payment security arrangements to the Generating companies. In case of persisting default on payment of agreed tariff as per PPA in spite of the available payment security mechanisms like letter of credit, escrow of cash flows etc. the generating companies may sell such power to other buyers.
- (3) In case of coal based generating stations, the cost of project will also include reasonable cost of setting up coal washeries, coal beneficiation system and dry ash handling & disposal system.
- (4) After the award of bids, if there is any change in domestic duties, levies, cess and taxes imposed by Central Government, State Governments/Union Territories or by any Government instrumentality leading to corresponding changes in the cost, the same may be treated as "Change in Law" and may unless provided otherwise in the PPA, be allowed as pass through subject to approval of Appropriate Commission.
- (5) The thermal power plant(s) including the existing plants located within 50 km radius of sewage treatment plant of Municipality/local bodies/similar organization shall in the order of their closeness to the sewage treatment plant, mandatorily use treated sewage water produced by these bodies and the associated cost on this account be allowed as a pass through in the tariff. Such thermal plants may also ensure back-up source of water to meet their requirement in the event of shortage of supply by the sewage treatment plant. The associated cost on this account shall be factored into the fixed cost so as not to disturb the merit order of such thermal plant. The shutdown of the sewage treatment plant will be taken in consultation with the developer of the power plant.

6.3 Harnessing captive generation

Captive generation is an important means to making competitive power available. Appropriate Commission should create an enabling environment that encourages captive power plants to be connected to the grid.

Such captive plants could supply surplus power through grid subject to the same regulation as applicable to generating companies. Firm supplies may be bought from captive plants by distribution licensees using the guidelines issued by the Central Government under section 63 of the Act taking into account second proviso of para 5.2 of this Policy.

The prices should be differentiated for peak and off-peak supply and the tariff should include variable cost of generation at actual levels and reasonable compensation for capacity charges.

Wheeling charges and other terms and conditions for implementation should be determined in advance by the respective State Commission, duly ensuring that the charges are reasonable and fair.

Grid connected captive plants could also supply power to non-captive users connected to the grid through available transmission facilities based on negotiated tariffs. Such sale of electricity would be subject to relevant regulations for open access including compliance of relevant provisions of rule 3 of the Electricity Rules, 2005.

6.4 Renewable sources of energy generation including Co-generation from renewable energy sources:

- (1) Pursuant to provisions of section 86(1)(e) of the Act, the Appropriate Commission shall fix a minimum percentage of the total consumption of electricity in the area of a distribution licensee for purchase of energy from renewable energy sources, taking into account availability of such resources and its impact on retail tariffs. Cost of purchase of renewable energy shall be taken into account while determining tariff by SERCs. Long term growth trajectory of Renewable Purchase Obligations (RPOs) will be prescribed by the Ministry of Power in consultation with MNRE.

Provided that cogeneration from sources other than renewable sources shall not be excluded from the applicability of RPOs.

- (i) Within the percentage so made applicable, to start with, the SERCs shall also reserve a minimum percentage for purchase of solar energy from the date of notification of this policy which shall be such that it reaches 8% of total consumption of energy, excluding Hydro Power, by March 2022 or as notified by the Central Government from time to time.
 - (ii) Distribution Licensee(s) shall compulsorily procure 100% power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff determined by the Appropriate Commission under Section 62 of the Act.
 - (iii) It is desirable that purchase of energy from renewable sources of energy takes place more or less in the same proportion in different States. To achieve this objective in the current scenario of large availability of such resources only in certain parts of the country, an appropriate mechanism such as Renewable Energy Certificate (REC) would need to be promoted. Through such a mechanism, the renewable energy based generation companies can sell the electricity to local distribution licensee at the rates for conventional power and can recover the balance cost by selling certificates to other distribution companies and obligated entities enabling the latter to meet their renewable power purchase obligations. The REC mechanism should also have a solar specific REC.
 - (iv) Appropriate Commission may also provide for a suitable regulatory framework for encouraging such other emerging renewable energy technologies by prescribing separate technology based REC multiplier (i.e. granting higher or lower number of RECs to such emerging technologies for the same level of generation). Similarly, considering the change in prices of renewable energy technologies with passage of time, the Appropriate Commission may prescribe vintage based REC multiplier (i.e. granting higher or lower number of RECs for the same level of generation based on year of commissioning of plant).
- (2) States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources from projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government.
- However, till such notification, any such procurement of power from renewable energy sources projects, may be done under Section 62 of the Electricity Act, 2003. While determining the tariff from such sources, the Appropriate Commission shall take into account the solar radiation and wind intensity which may differ from area to area to ensure that the benefits are passed on to the consumers.
- (3) The Central Commission should lay down guidelines for pricing intermittent power, especially from renewable energy sources, where such procurement is not through competitive bidding. The tariff stipulated by CERC shall act as a ceiling for that category.
 - (4) In order to incentivize the Distribution Companies to procure power from renewable sources of energy, the Central Government may notify, from time to time, an appropriate bid-based tariff framework for renewable energy, allowing the tariff to be increased progressively in a back-loaded or any other manner in the public interest during the period of PPA, over the life cycle of such a generating plant. Correspondingly, the procurer of such bid-based renewable energy shall comply with the obligations for payment of tariff so determined.
 - (5) In order to promote renewable energy sources, any generating company proposing to establish a coal/lignite based thermal generating station after a specified date shall be required to establish such renewable energy generating capacity or procure and supply renewable energy equivalent to such capacity, as may be prescribed by the Central Government from time to time after due consultation with stakeholders. The renewable energy produced by each generator may be bundled with its thermal generation for the purpose of sale. In case an obligated entity procures this renewable power, then the SERCs will consider the obligated entity to have met the Renewable Purchase Obligation (RPO) to the extent of power bought from such renewable energy generating stations.

Provided further that in case any existing coal and lignite based thermal power generating station, with the concurrence of power procurers under the existing Power Purchase Agreements, chooses to set up additional renewable energy generating capacity, the power from such plant shall be allowed to be bundled and tariff of such renewable energy shall be allowed to be pass through by the Appropriate Commission. The Obligated

Entities who finally buy such power shall account towards their renewable purchase obligations.

Provided also that scheduling and despatch of such conventional and renewable generating plants shall be done separately.

- (6) In order to further encourage renewable sources of energy, no inter-State transmission charges and losses may be levied till such period as may be notified by the Central Government on transmission of the electricity generated from solar and wind sources of energy through the inter-state transmission system for sale.
- (7) Appropriate Commission may provide regulatory framework to facilitate generation and sale of electricity from renewable energy sources particularly from roof-top solar system by any entity including local authority, Panchayat Institution, user institution, cooperative society, Non-Governmental Organization, franchisee or by Renewable Energy Service Company. The Appropriate Government may also provide complementary policy support for this purpose.

Explanation: "Renewable Energy Service Company" means an energy service company which provides renewable energy to the consumers in the form of electricity.

7.0 TRANSMISSION

The transmission system in the country consists of the regional networks, the inter-regional connections that carry electricity across the five regions and the State networks. Development of the State networks has not been uniform and capacity in such networks needs to be augmented. These networks will play an important role in intra-State power flows and also in the regional and national flows. The tariff policy, in so far as transmission is concerned, seeks to achieve the following objectives:

- 1. Ensuring optimal development of the transmission network ahead of generation with adequate margin for reliability and to promote efficient utilization of generation and transmission assets in the country;
- 2. Attracting the required investments in the transmission sector and providing adequate returns.

7.1 Transmission pricing

(1) A suitable transmission tariff framework for all inter-State transmission, including transmission of electricity across the territory of an intervening State as well as conveyance within the State which is incidental to such inter-state transmission, has been implemented with the objective of promoting effective utilization of all assets across the country and accelerated development of new transmission capacities that are required.

(2) The National Electricity Policy mandates that the national tariff framework implemented should be sensitive to distance, direction and related to quantum of power flow. This has been developed by CERC taking into consideration the advice of the CEA. Sharing of transmission charges shall be done in accordance with such tariff mechanism as amended from time to time.

(3) Transmission charges, under this framework, can be determined on MW per circuit kilometer basis, zonal postage stamp basis, or some other pragmatic variant, the ultimate objective being to get the transmission system users to share the total transmission cost in proportion to their respective utilization of the transmission system. The 'utilization' factor should duly capture the advantage of reliability reaped by all. The spread between minimum and maximum transmission rates should be such as not to inhibit planned development/augmentation of the transmission system but should discourage non-optimal transmission investment.

(4) In view of the approach laid down by the NEP, prior agreement with the beneficiaries would not be a precondition for network expansion. CTU/STU should undertake network expansion after identifying the requirements in consonance with the National Electricity Plan and in consultation with stakeholders and taking up the execution after due regulatory approvals. For smooth operation of the grid, efforts should be made to develop transmission system ahead of generation.

(5) The Central Commission has specified norms for capital and operating costs and laid down Standards of Performance for inter-State transmission licensees. Tariff determination and adherence to Standards of Performance shall be carried out in accordance with these norms, as amended from time to time.

(6) Investment by transmission developer including CTU/STUs would be invited through competitive bids in accordance with the guidelines issued by the Central Government from time to time.

(7) While all future inter-state transmission projects shall, ordinarily, be developed through competitive bidding process, the Central Government may give exemption from competitive bidding for (a) specific category of projects of strategic importance, technical upgradation etc. or (b) works required to be done to cater to an urgent situation on a case to case basis.

(8) CERC has specified Regulation on framework for the inter-State transmission. A similar approach should be implemented by SERCs for the intra-State transmission, duly considering factors like voltage, distance, direction and quantum of flow.

(9) Metering compatible with the requirements of the proposed transmission tariff framework should be established on priority basis. The metering should be compatible with ABT requirements, which would also facilitate implementation of Time of Day (ToD) tariffs.

7.2 Transmission loss allocation

(1) Transactions are being charged on the basis of average losses arrived at after appropriately considering the distance and directional sensitivity, as applicable to relevant voltage level, on the transmission system. Based on the methodology laid down by the CERC in this regard for inter-state transmission, the SERCs may evolve a similar framework for intra-state transmission.

The loss framework should ensure that the loss compensation is reasonable and linked to applicable technical loss benchmarks. The benchmarks may be determined by the Appropriate Commission after considering advice of CEA.

(2) It would be desirable to move to a system of loss compensation based on incremental losses as present deficiencies in transmission capacities are overcome through network expansion. The Appropriate Commission may require necessary studies to be conducted to establish the allowable level of system loss for the network configuration and the capital expenditure required to augment the transmission system and reduce system losses. Since additional flows above a level of line loading lead to significantly higher losses, CTU/STU should ensure upgrading of transmission systems to avoid the situations of overloading. The Appropriate Commission should permit adequate capital investments in new assets for upgrading the transmission system.

7.3 Other issues in transmission

(1) Financial incentives and disincentives should be implemented for the CTU and the STU around the Key Performance Indicators (KPI) for these organisations. Such KPIs would include efficient network construction, system availability and loss reduction.

(2) All available information should be shared with intending users by the CTU/STU and the load dispatch centers, particularly information on available transmission capacity and load flow studies.

(3) In extraordinary circumstances including threat to security to the State, public order or natural calamity, if the Central Government allocates power out of the unallocated share of the Central Generating Stations or otherwise, such allocation of power will have priority over short-term, medium-term and long-term access in this order.

7.4 Ancillary Services

(1) The Central Commission may introduce the norms and framework for ancillary services, including the method of sharing the charges, necessary to support the power system or grid operation for maintaining power quality, reliability and security of the grid.

(2) The Central Commission shall also consult the Central Electricity Authority, SERCs/JERCs, CTUs/STUs and NLDC/RLDC/SLDCs while specifying the norms for ancillary services.

(3) The State Commission shall also adopt the norms and framework for ancillary services as specified by the Central Commission.

8.0 DISTRIBUTION

Supply of reliable and quality power of specified standards in an efficient manner and at reasonable rates is one of the main objectives of the National Electricity Policy. The State Commission should determine and notify the standards of performance of licensees with respect to quality, continuity and reliability of service for all consumers. It is desirable that the Forum of Regulators determines the basic framework on service standards. A suitable transition framework could be provided for the licensees to reach the desired levels of service as quickly as possible. Penalties may be imposed on licensees in accordance with section 57 of the Act for failure to meet the standards.

Making the distribution segment of the industry efficient and solvent is the key to success of power sector reforms and provision of services of specified standards. Therefore, the Regulatory Commissions need to strike the right balance between the requirements of the commercial viability of distribution licensees and consumer interests. Loss making utilities need to be transformed into profitable ventures which can raise necessary resources from the capital markets to provide services of international standards to enable India to achieve its full growth potential. Efficiency in operations should be encouraged. Gains of efficient operations with reference to normative parameters should be appropriately shared between consumers and licensees.

Appropriate Commission should mandate Distribution Licensee to undertake load forecasting every year and to publish and submit to the Commission their short, medium and long-term power procurement plans to meet the load.

The State Regulatory Commission will devise a specific trajectory so that 24 hours supply of adequate and uninterrupted power can be ensured to all categories of consumers by 2021-22 or earlier depending upon the prevailing situation in the State.

Micro-grids supplying renewable energy are being set up in such areas where the grid has not reached or where adequate power is not available in the grid. Investment involved in setting up of such microgrids is substantial. One of the risks of investment is grid reaching the area before the completion of the project life and thereby making power from micro grids costly and unviable. In order to mitigate such risk and incentivize investment in microgrids, there is a need to put in place an appropriate regulatory framework to mandate compulsory purchase of power into the grid from such micro grids at a tariff to be determined under section 62 of the Act considering depreciated cost of investments and keeping in view industry benchmark and with a cap if necessary, as approved by the Appropriate Commission. The Appropriate Commission shall notify necessary regulations in this regard within six months.

8.1 Implementation of Multi-Year Tariff (MYT) framework

- 1) MYT framework would minimise risks for utilities and consumers, promote efficiency and appropriate reduction of system losses and attract investments. It would also bring greater predictability to consumer tariffs on the whole by restricting tariff adjustments to known indicators of power purchase prices and inflation indices. The framework should be applied for both public and private utilities.
- 2) The State Commissions should introduce mechanisms for sharing of excess profits and losses with the consumers as part of the overall MYT framework. In the first control period the incentives for the utilities may be asymmetric with the percentage of the excess profits being retained by the utility set at higher levels than the percentage of losses to be borne by the utility. This is necessary to accelerate performance improvement and reduction in losses and will be in the long term interest of consumers by way of lower tariffs.
- 3) As indicated in para 5.11(h), the MYT framework implemented in the initial control period should have adequate flexibility to accommodate changes in the baselines consequent to metering being completed.
- 4) Licensees may have the flexibility of charging lower tariffs than approved by the State Commission if competitive conditions require so without having a claim on additional revenue requirement on this account in accordance with Section 62 of the Act.
- 5) At the beginning of the control period when the "actual" costs form the basis for future projections, there may be a large uncovered gap between required tariffs and the tariffs that are presently applicable. This gap should be fully met through tariff charges and through alternative means that could inter-alia include financial restructuring and transition financing.
- 6) Incumbent licensees should have the option of filing for separate revenue requirements and tariffs for an area where the State Commission has issued multiple distribution licenses, pursuant to the provisions of Section 14 of the Act read with para 5.4.7 of the National Electricity Policy.
- 7) Appropriate Commissions should initiate tariff determination and regulatory scrutiny on a suo moto basis in case the licensee does not initiate filings in time. It is desirable that requisite tariff changes come into effect from the date of commencement of each financial year and any gap on account of delay in filing should be on account of licensee.

8.2 Framework for revenue requirements and costs

8.2.1 The following aspects would need to be considered in determining tariffs:

- (1) All power purchase costs need to be considered legitimate unless it is established that the merit order principle has been violated or power has been purchased at unreasonable rates. The reduction of Aggregate Technical & Commercial (AT&C) losses needs to be brought about but not by denying revenues required for power purchase for 24 hours supply and necessary and reasonable O&M and investment for system up-gradation. Consumers, particularly those who are ready to pay a tariff which reflects efficient costs have the right to get uninterrupted 24 hours supply of quality power. Actual level of retail sales should be grossed up by normative level of T&D losses as indicated in MYT trajectory for allowing power purchase cost subject to justifiable power purchase mix variation (for example, more energy may be purchased from thermal generation in the event of poor rainfall) and fuel surcharge adjustment as per regulations of the SERC.
- (2) AT&C loss reduction should be incentivised by linking returns in a MYT framework to an achievable trajectory. Greater transparency and nurturing of consumer groups would be efficacious. For government owned utilities improving governance to achieve AT&C loss reduction is a more difficult and complex challenge for the SERCs. Prescription of a MYT dispensation with different levels of consumer tariffs in succeeding years linked to different AT&C loss levels aimed at covering full costs could generate the requisite political will for effective action to reduce theft as the alternative would be stiffer tariff increases. Third party verification of energy audit results for different areas/localities could be used to impose area/locality specific surcharge for greater AT&C loss levels and this in turn could generate local consensus for effective action for better governance. The SERCs may also encourage suitable local area based incentive and disincentive scheme for the staff of the utilities linked to reduction in losses.

The SERC shall undertake independent assessment of baseline data for various parameters for every distribution circle of the licensee.

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The SERC shall also institute a system of independent scrutiny of financial and technical data submitted by the licensees.

As the metering is completed up to appropriate level in the distribution network, it should be possible to segregate technical losses. Accordingly technical loss reduction under MYT framework should then be treated as distinct from commercial loss reduction which requires a different approach.

- (3) Section 65 of the Act provides that no direction of the State Government regarding grant of subsidy to consumers in the tariff determined by the State Commission shall be operative if the payment on account of subsidy as decided by the State Commission is not made to the utilities and the tariff fixed by the State Commission shall be applicable from the date of issue of orders by the Commission in this regard. The State Commissions should ensure compliance of this provision of law to ensure financial viability of the utilities. To ensure implementation of the provision of the law, the State Commission should determine the tariff initially, without considering the subsidy commitment by the State Government and subsidised tariff shall be arrived at thereafter considering the subsidy by the State Government for the respective categories of consumers.
- (4) Working capital should be allowed duly recognising the transition issues faced by the utilities such as progressive improvement in recovery of bills. Bad debts should be recognised as per policies developed and subject to the approval of the State Commission.
- (5) Pass through of past losses or profits should be allowed to the extent caused by uncontrollable factors. During the transition period controllable factors should be to the account of utilities and consumers in proportions determined under the MYT framework.
- (6) The contingency reserves should be drawn upon with prior approval of the State Commission only in the event of contingency conditions specified through regulations by the State Commission. The existing practice of providing for development reserves and tariff and dividend control reserves should be discontinued.
- (7) Section 61 of the Act mandates that the Appropriate Commission, while determining tariff, shall not only ensure safeguarding of consumer's interests but also the recovery of the cost of electricity in a reasonable manner. Section 62 of the Act further provides for periodic tariff adjustment during a year to take care of the variation in fuel price, as may be specified.

Therefore, the Appropriate Commission shall specify an appropriate price adjustment formula for recovery of the costs, arising on account of the variation in the price of fuel, power purchase etc. on monthly/quarterly basis for recovery of all prudent costs of the generating company and the licensee.

8.2.2 The facility of a regulatory asset has been adopted by some Regulatory Commissions in the past to limit tariff impact in a particular year. This should be done only as a very rare exception in case of natural calamity or force majeure conditions and subject to the following:

- a. Under business as usual conditions, no creation of Regulatory Assets shall be allowed;
- b. Recovery of outstanding Regulatory Assets along with carrying cost of Regulatory Assets should be time bound and within a period not exceeding seven years. The State Commission may specify the trajectory for the same.

8.3 Tariff design: Linkage of tariffs to cost of service

It has been widely recognised that rational and economic pricing of electricity can be one of the major tools for energy conservation and sustainable use of ground water resources.

In terms of the Section 61(g) of the Act, the Appropriate Commission shall be guided by the objective that the tariff progressively reflects the efficient and prudent cost of supply of electricity.

The State Governments can give subsidy to the extent they consider appropriate as per the provisions of section 65 of the Act. Direct subsidy is a better way to support the poorer categories of consumers than the mechanism of cross-subsidizing the tariff across the board. Subsidies should be targeted effectively and in transparent manner. As a substitute of cross subsidies, the State Government has the option of raising resources through mechanism of electricity duty and giving direct subsidies to only needy consumers. This is a better way of targeting subsidies effectively.

Accordingly, the following principles would be adopted:

1. Consumers below poverty line who consume below a specified level, as prescribed in the National Electricity Policy may receive a special support through cross subsidy. Tariffs for such designated group of consumers will be at least 50% of the average cost of supply.
2. For achieving the objective that the tariff progressively reflects the cost of supply of electricity, the Appropriate Commission would notify a roadmap such that tariffs are brought within $\pm 20\%$ of the average cost of supply. The road map would also have intermediate milestones, based on the approach of a gradual

reduction in cross subsidy.

3. While fixing tariff for agricultural use, the imperatives of the need of using ground water resources in a sustainable manner would also need to be kept in mind in addition to the average cost of supply. Tariff for agricultural use may be set at different levels for different parts of a state depending on the condition of the ground water table to prevent excessive depletion of ground water. Section 62 (3) of the Act provides that geographical position of any area could be one of the criteria for tariff differentiation. A higher level of subsidy could be considered to support poorer farmers of the region where adverse ground water table condition requires larger quantity of electricity for irrigation purposes subject to suitable restrictions to ensure maintenance of ground water levels and sustainable ground water usage.
4. Extent of subsidy for different categories of consumers can be decided by the State Government keeping in view various relevant aspects. But provision of free electricity is not desirable as it encourages wasteful consumption of electricity. Besides in most cases, lowering of water table in turn creating avoidable problem of water shortage for irrigation and drinking water for later generations. It is also likely to lead to rapid rise in demand of electricity putting severe strain on the distribution network thus adversely affecting the quality of supply of power. Therefore, it is necessary that reasonable level of user charges is levied. The subsidized rates of electricity should be permitted only up to a pre-identified level of consumption beyond which tariffs reflecting efficient cost of service should be charged from consumers. If the State Government wants to reimburse even part of this cost of electricity to poor category of consumers the amount can be paid in cash or any other suitable way. Use of prepaid meters can also facilitate this transfer of subsidy to such consumers.
5. Metering of supply to agricultural/rural consumers can be achieved in a consumer friendly way and in effective manner by management of local distribution in rural areas through commercial arrangement with franchisees with involvement of panchayat institutions, user associations, cooperative societies etc. Use of smart meters may be encouraged as a cost effective option for metering in cases of "limited use consumers" who are eligible for subsidized electricity.

8.4 Definition of tariff components and their applicability

1. Two-part tariffs featuring separate fixed and variable charges and time differentiated tariff shall be introduced on priority for large consumers (say, consumers with demand exceeding 1 MW) within one year and subsequently for all consumers within a period of five years or such period as may be specified. This would also help in flattening the peak and implementing various energy conservation measures.
2. The National Electricity Policy states that existing PPAs with the generating companies would need to be suitably assigned to the successor distribution companies. The State Governments may make such assignments taking care of different load profiles of the distribution companies so that retail tariffs are uniform in the State for different categories of consumers. Thereafter, the retail tariffs would reflect the relative efficiency of distribution companies in procuring power at competitive costs, controlling theft and reducing other distribution losses.
3. The Appropriate Commission may provide incentives to encourage metering and billing based on metered tariffs, particularly for consumer categories that are presently unmetered to a large extent. The metered tariffs and the incentives should be given wide publicity. Smart meters have the advantages of remote metering and billing, implementation of peak and off-peak tariff and demand side management through demand response. These would become essential in future for load-generation balancing due to increasing penetration of intermittent type of generation like wind and solar power.

Appropriate Commission shall, therefore, mandate smart meters for:

- (a) Consumers with monthly consumption of 500 units and more at the earliest but not later than 31.12.2017;
- (b) Consumers with monthly consumption above 200 units by 31.12.2019.

Further, two way smart meters shall be provided to all prosumers, who also sell back electricity to the grid as and when they require.

In order to enable energy audit in the distribution system, all distribution companies shall ensure smart meters in their electricity system throughout the chain from transformers at 132kV level right down to distribution transformer level at 11kV and further down to each consumer. Further, in order to reduce theft of power, the distribution companies should have enabling feature like distribution SCADA with distribution management system and energy audit functions. SERCs shall mandate these to be in place within two years.

4. The SERCs may also suitably regulate connection charges to be recovered by the distribution licensee to ensure that second distribution licensee does not resort to cherry picking by demanding unreasonable connection charges. The connection charges of the second licensee should not be more than those payable to the incumbent licensee.

8.5 Cross-subsidy surcharge and additional surcharge for open access

- 8.5.1 National Electricity Policy lays down that the amount of cross-subsidy surcharge and the additional surcharge to be levied from consumers who are permitted open access should not be so onerous that it eliminates competition which is intended to be fostered in generation and supply of power directly to the consumers through open access.

A consumer who is permitted open access will have to make payment to the generator, the transmission licensee whose transmission systems are used, distribution utility for the wheeling charges and, in addition, the cross subsidy surcharge. The computation of cross subsidy surcharge, therefore, needs to be done in a manner that while it compensates the distribution licensee, it does not constrain introduction of competition through open access. A consumer would avail of open access only if the payment of all the charges leads to a benefit to him. While the interest of distribution licensee needs to be protected it would be essential that this provision of the Act, which requires the open access to be introduced in a time-bound manner, is used to bring about competition in the larger interest of consumers.

SERCs may calculate the cost of supply of electricity by the distribution licensee to consumers of the applicable class as aggregate of (a) per unit weighted average cost of power purchase including meeting the Renewable Purchase Obligation; (b) transmission and distribution losses applicable to the relevant voltage level and commercial losses allowed by the SERC; (c) transmission, distribution and wheeling charges up to the relevant voltage level; and (d) per unit cost of carrying regulatory assets, if applicable.

Surcharge formula:

$$S = T - [C / (1 - L/100) + D + R]$$

Where

S is the surcharge

T is the tariff payable by the relevant category of consumers, including reflecting the Renewable Purchase Obligation

C is the per unit weighted average cost of power purchase by the Licensee, including meeting the Renewable Purchase Obligation

D is the aggregate of transmission, distribution and wheeling charge applicable to the relevant voltage level

L is the aggregate of transmission, distribution and commercial losses, expressed as a percentage applicable to the relevant voltage level

R is the per unit cost of carrying regulatory assets.

Above formula may not work for all distribution licensees, particularly for those having power deficit, the State Regulatory Commissions, while keeping the overall objectives of the Electricity Act in view, may review and vary the same taking into consideration the different circumstances prevailing in the area of distribution licensee.

Provided that the surcharge shall not exceed 20% of the tariff applicable to the category of the consumers seeking open access.

Provided further that the Appropriate Commission, in consultation with the Appropriate Government, shall exempt levy of cross subsidy charge on the Railways, as defined in Indian Railways Act, 1989 being a deemed licensee, on electricity purchased for its own consumption.

- 8.5.2 No surcharge would be required to be paid in terms of sub-section (2) of Section 42 of the Act on the electricity being sold by the generating companies with consent of the competent government under Section 43(A)(1)(c) of the Electricity Act, 1948 (now repealed) and on the electricity being supplied by the distribution licensee on the authorisation by the State Government under Section 27 of the Indian Electricity Act, 1910 (now repealed), till the current validity of such consent or authorisation.
- 8.5.3 The surcharge may be collected either by the distribution licensee, the transmission licensee, the STU or the CTU, depending on whose facilities are used by the consumer for availing electricity supplies. In all cases the amounts collected from a particular consumer should be given to the distribution licensee in whose area the

consumer is located. In case of two licensees supplying in the same area, the licensee from whom the consumer was availing supply shall be paid the amounts collected.

8.5.4 The additional surcharge for obligation to supply as per section 42(4) of the Act should become applicable only if it is conclusively demonstrated that the obligation of a licensee, in terms of existing power purchase commitments, has been and continues to be stranded, or there is an unavoidable obligation and incidence to bear fixed costs consequent to such a contract. The fixed costs related to network assets would be recovered through wheeling charges.

8.5.5 Wheeling charges should be determined on the basis of same principles as laid down for intra-state transmission charges and in addition would include average loss compensation of the relevant voltage level.

8.5.6 In case of outages of generator supplying to a consumer on open access, standby arrangements should be provided by the licensee on the payment of tariff for temporary connection to that consumer category as specified by the Appropriate Commission. Provided that such charges shall not be more than 125 percent of the normal tariff of that category.

9.0 Trading Margin

The Act provides that the Appropriate Commission may fix the trading margin, if considered necessary. Though there is a need to promote trading in electricity for making the markets competitive, the Appropriate Commission should monitor the trading transactions continuously and ensure that the electricity traders do not indulge in profiteering in situation of power shortages. Fixing of trading margin should be resorted to for achieving this objective.

JYOTI ARORA, Jt. Secy

APPENDIX

SALIENT FEATURES OF THE APPROVED R&R PROVISIONS FOR HYDRO POWER PROJECTS

1. SCOPE OF COVERAGE

The following provisions shall be applicable even if one family is affected by the development of a Hydro Power Project.

2. DEFINITION OF PROJECT AFFECTED FAMILIES (PAFs)

A Project Affected Family (PAF) shall mean a family whose place of residence or other property or source of livelihood has been affected by the development of a hydro project and who have been residing in the affected zone for two years preceding the date of declaration of notification under Section-11 of the LARR Act. The affected family would also include squatters.

3. DEFINITION OF AGRICULTURAL LABOURER

A person normally residing in the affected zone for two years preceding the date of declaration of the affected zone and earns his/her livelihood principally by manual labour on agricultural land.

4. DEFINITION OF NON-AGRICULTURAL LABOURER

A person normally residing in the affected zone for two years preceding the date of declaration of the affected zone and who does not hold any land in the affected zone but earns his/her livelihood principally by manual labour or as rural artisan or a service provider to the community.

5. DEFINITION OF SQUATTERS

A family occupying Government land in the affected zone without a legal title, at least for 5 years prior to the date of declaration of notification under Section-11 of LARR Act.

6. REHABILITATION/RESETTLEMENT COLONIES

This policy aims to provide built up houses to Project Affected Families (PAFs) who get displaced due to the development of hydro projects to the extent possible. However, wherever opted for, liberal House Construction Allowance would be given in lieu.

7. TRAINING AND CAPACITY BUILDING

This policy also emphasizes the need to provide training to the Project Affected Families as well as to the local population for a sustained livelihood. Special training programmes from ITIs aimed at providing the required skills

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to the local population would be undertaken by the Project developers at least six months prior to commencement of construction. This is expected to boost the employability of the PAFs and other people residing in the vicinity of the project.

8. ADDITIONAL PROVISIONS

This policy envisages additional provisions for Project Affected Families such as:

- o scholarships for meritorious students,
- o extension of medical facilities,
- o marriage grants,
- o subsistence grants,
- o support for income generation schemes for cooperative and self-help groups,
- o seed, pesticides and fertilizer subsidies, and irrigation support.

Besides the additional provisions mentioned above, the normally applicable provisions of the National Policy on Rehabilitation and resettlement, currently in force, would be applicable.

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322

वियणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322

Marketing & Sales Department

SECL/BSP/M&S/EA/14

Date: 05-04-2021

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-1 of 2021-22 (April'21-June'21)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby informed that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 Phase -1.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	05-04-2021 - 16-04-2021	MSTC Limited
Submission of EMD (in Form of BG)	05-04-2021 - 12-04-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	05-04-2021 - 16-04-2021	
Special Forward e-Auction	Saturday, 17 April 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots
Road	Bhatgaon	Jagannathpur OC	G11 Sized ROM (-250 mm)	1158	100000	1
			G12 Sized ROM (-250 mm)	1076	80000	1
	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	50000	1
	Gevra	Gevra OC	G11 Sized ROM (-250 mm)	1158	700000	1
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	993	200000	1
			G11 Sized ROM (-250 mm)	1158	700000	1
	Kusmunda	Kusmunda OC	G15 Sized ROM (-100 mm)	720	200000	1
			G12 Sized ROM (-250 mm)	1076	8000	1
	Raigarh	Gare Pelma IV/2&3	G14 Sized ROM (-250 mm)	910	20000	1
			G16 Sized ROM (-250 mm)	617	280000	1
			Baroud OCM	720	400000	1
			Jampali OC	720	150000	1
			Bijari OC	720	80000	1
			Jampali OC	720	80000	1
Grand Total					3048000	14

The Special Forward E Auction for Power Producers- Phase-1 of 2021-22 will be conducted as per the terms and condition of the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-1 of 2021-22 will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.
2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. For all road-borne supply, the validity period of lifting against successful quantity shall be 3 months from April'21 (April'21-June'21) and successful bidders have the option of choosing the monthly quantity.

The validity period for lifting of coal shall be 45 days beyond June'21 against the quantity allocated for June'21 (Last month of 3 months lifting period) subject to deposition of coal value.

4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to SECL, distributing the aggregate quantity in 3 months (**April'21-June'21**) within 7 days of auction. However, the distribution of lifting program can be recast if needed based on mutual consent of buyer and seller.
5. In case of non-submission of said distribution of the quantity by the successful bidders, SECL will distribute the quantity booked in equal monthly installments for 3 months.
6. The successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment to be paid by successful bidder within the last working day of the month.
7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/c-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 17/07/2020 for "Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur" (Annex-I)
11. The bidders who have applied for CTO: The bidders who has applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction.
Bidders who are yet to apply for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the copy of original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
13. It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard. The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

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For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in). The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s. MSTC Ltd., 225 C, Acharya Jagdish Chandra Bose Road, Kolkata – 700020
Phone No.: 033-22891401,22895064
Website:www.mstcecommerce.com & www.mstcindia.co.in
E-Mail:mstcindia@mstcindia.co.in
Contact Person: Shri Arindam Bhattacharjee, Senior Manager (Coal Cell)
2. Office Of HoD (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्रं/Phone No 07752-246322

SECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on SECL's website i.e. www.secl-cil.in and also on Service Provider's website.

[Handwritten Signature]
10/09/21
HoD (M&S),
SECL, Bilaspur
[Handwritten Initials]
09/09/21

Copy to:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. DT (P&P), SECL, Bilaspur
4. CVO, SECL, Bilaspur
5. GM (M&S), CIL
6. GM (System), SECL, Bilaspur–*To please display this notice along with Annexure in the website of SECL*
7. GM (F), SECL, Bilaspur
8. GM, SECL all Areas
9. ASM, SECL all Areas
10. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
11. All Sectional Heads, M&S Dept., SECL, Bilaspur
12. MSTC Limited



Eastern Coalfields Limited

(A MINIRATNA PSU)

CIN : U10102CT1985GO1003161

Regd. Office: Seepat Road, Bilaspur (CG) - 495 006

MARKETING & SALES DEPARTMENT

Phone: 07752-246322, Fax: 07752-246472

Website: www.secl.gov.in

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~~Annex I~~

No. SECL/BSP/M&S/33/Sr.ES/ 788

Date: 17.07.2020

NOTICE

Sub. : Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur

This is for information of all concerned that consequent upon closure of SECL, Kolkata Office and shifting of its function to SECL, Bilaspur, it has been decided with the approval of Competent Authority, *inter-alia*, as below:

- Henceforth, the operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of Coal Supply will be carried out by Sales Finance, SECL Hqrs., Bilaspur.
- The following two Banks as mentioned below have been identified for above purposes:

(i) State Bank of India,
SME Branch, Galaxy Heights,
Vyapar Vihar, Bilaspur (CG) - 495001
IFSC - SBIN0004177
Branch Code - 04177
Email - sbi.04177@sbi.co.in

(ii) A/c No. 1590002100001610
Punjab National Bank,
Budhwari Bazar Branch, Bilaspur
IFSC - PUNB0159000

BGs will also be received at Bilaspur with a condition that the same will be payable at Bilaspur.

The addressee at No. 2 in the BG format shall be mentioned as "Officer In-Charge, Sales Finance, SECL, Bilaspur."

SECL reserves the right to modify the above notice without any prior intimation.

Huning Garg 17/7
General Manager (M&S)

By to:
General Manager (Fin.)/HOD, SECL, Bilaspur
G M (Finance), SECL, Kolkata
TS to D (F), SECL, Bilaspur
TS to D T (P&P), SECL, Bilaspur
All Section Heads, M&S Deptt., SECL, Bilaspur
Manager (Fin./Sales Accounts), SECL, Bilaspur:

He shall be looking after for receiving, verifying, operating & monitoring the LC, IRLC, BGs and keeping copies thereof. Original BGs however, will be sent by him for safe custody to designated Officer in BG Section of SECL Hqrs., Bilaspur.

ECL Website
Office Board

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322

विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322

Marketing & Sales Department

SECL/BSP/M&S/EA/154

Date: 13-05-2021

Sale of coal under Special Forward e-Auction for Power Producers Phase-2 of 2021-22 (May'21-July'21)

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby informed that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 Phase -2.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	13-05-2021 - 22-05-2021	MSTC Limited
Submission of EMD (in Form of BG)	13-05-2021 - 19-05-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	13-05-2021 - 22-05-2021	
Special Forward e-Auction	Monday, 24 May 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots
Road	Bhatgaon	Jagannathpur OC	G11 Sized ROM (-250 mm)	1158	80000	1
	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	55000	1
	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1158	100000	1
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	993	70000	1
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1158	200000	1
			Chhal OC	G15 Sized ROM (-250 mm)	720	150000
	Raigarh	Gare Pelma IV/2&3	G12 Sized ROM (-250 mm)	1076	96000	1
			G16 Sized ROM (-250 mm)	617	20000	1
			Baroud OCM	720	150000	1
			Jampali OC	G15 Sized ROM (-100 mm)	720	200000
Grand Total					1121000	10

The Special Forward E Auction for Power Producers- Phase-2 of 2021-22 will be conducted as per the terms and condition of the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-2 of 2021-22 will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.
2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. For all road-borne supply, the validity period of lifting against successful quantity shall be **3 months from May'21 (May'21-July'21)**. The validity period for lifting of coal shall be 45 days beyond July'21 against the quantity allocated for July'21 (Last month of 3 months lifting period) subject to deposition of coal value.
4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to SECL, distributing the aggregate quantity in 3 months **(May'21-July'21)** within 7 days of auction. However, the distribution of lifting program can be recast if needed based on mutual consent of buyer and seller.

5. In case of non-submission of said distribution of the quantity by the successful bidders, SECL will distribute the quantity booked in equal monthly installments for 3 months.
6. The successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment to be paid by successful bidder within the last working day of the month. However, coal value, in accordance with the relevant provisions of the scheme, against Monthly Scheduled Quantity (MSQ) of **May'2021** is to be deposited within ten (10) working days of said e-auction. For subsequent months booking/payment schedule as per the provisions of the scheme in this regard will be followed.
7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 17/07/2020 for "Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur" (Annex-1)
11. The bidders who have applied for CTO: The bidders who has applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction.
Bidders who are yet to apply for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the copy of original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
13. It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard. The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

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For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in). The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s. MSTC Ltd., 225 C, Acharya Jagdish Chandra Bose Road, Kolkata – 700020
Phone No.: 033-22891401,22895064
Website:www.mstcecommerce.com & www.mstcindia.co.in
E-Mail:mstcindia@mstcindia.co.in
Contact Person: Shri Arindam Bhattacharjee, Senior Manager (Coal Cell)
2. Office Of HoD (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: HoD (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्रं./Phone No 07752-246322

SECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on SECL's website i.e. www.secl-cil.in and also on Service Provider's website.

Dighe
13/05/2021
HoD (M&S),
SECL, Bilaspur

Copy to:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. DT (P&P), SECL, Bilaspur
4. CVO, SECL, Bilaspur
5. GM (M&S), CIL
6. GM (System), SECL, Bilaspur-*To please display this notice along with Annexure in the website of SECL*
7. GM (F), SECL, Bilaspur
8. GM(s), SECL all Areas
9. ASM(s), SECL all Areas
10. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
11. All Sectional Heads, M&S Dept., SECL, Bilaspur
12. MSTC Limited



South Eastern Coalfields Limited

(A MINIRATNA PSU)

CIN : U10102CT1985GOI003161

Regd. Office: Seepat Road, Bilaspur (CG) - 495 006

MARKETING & SALES DEPARTMENT

Phone: 07752-246322, Fax: 07752-246472

Website: www.secl.gov.in

o. SECL/BSP/M&S/33/Sr.ES/ 788

Date: 17.07.2020

NOTICE

ub. : Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur

is is for information of all concerned that consequent upon closure of SECL, Kolkata Office and lifting of its function to SECL, Bilaspur, it has been decided with the approval of Competent Authority, *ter-alia*, as below:

Henceforth, the operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of Coal Supply will be carried out by Sales Finance, SECL Hqrs., Bilaspur.

The following two Banks as mentioned below have been identified for above purposes:

(i) State Bank of India,
SME Branch, Galaxy Heights,
Vyapar Vihar, Bilaspur (CG) - 495001
IFSC - SBIN0004177
Branch Code - 04177
Email - sbi.04177@sbi.co.in

(ii) A/c No. 1590002100001610
Punjab National Bank,
Budhwari Bazar Branch, Bilaspur
IFSC - PUNB0159000

BGs will also be received at Bilaspur with a condition that the same will be payable at Bilaspur.

The addressee at No. 2 in the BG format shall be mentioned as "Officer In-Charge, Sales Finance, SECL, Bilaspur."

SECL reserves the right to modify the above notice without any prior intimation.

Harraj Singh 17/7
General Manager (M&S)

iv to:

General Manager (Fin.)/HOD, SECL, Bilaspur

G M (Finance), SECL, Kolkata

TS to D (F), SECL, Bilaspur

TS to D T (P&P), SECL, Bilaspur

All Section Heads, M&S Deptt., SECL, Bilaspur

Manager (Fin./Sales Accounts), SECL, Bilaspur:

He shall be looking after for receiving, verifying, operating & monitoring the LC, IRLC, BGs and keeping copies thereof. Original BGs however, will be sent by him for safe custody to designated Officer in BG Section of SECL Hqrs., Bilaspur.

SECL Website

Notice Board

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साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुबंधी कंपनी)
पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006
दूरभाष : 07752 246322
विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)
Regd. Office - Seepat Road, Bilaspur, (CG) 495006
PHONE : 07752 246322
Marketing & Sales Department

SECL/BSP/M&S/EA/ 988

Date: 01-10-2021

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-5 of 2021-22 (Oct'21-Dec'21)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby informed that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 Phase -5.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	01-10-2021 - 08-10-2021	M-Junction Limited
Submission of EMD (in Form of BG)	01-10-2021 - 06-10-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	01-10-2021 - 08-10-2021	
Special Forward e-Auction	Saturday, 09 October 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots
Road	Raigarh	Chhal OC	G15 Sized ROM (-100 mm)	720	200000	1
		Chhal OC	G16 Sized ROM (-100 mm)	617	100000	1
		Gare Pelma IV/2&3	G12 Sized ROM (-250 mm)	1076	150000	1
		Gare Pelma IV/2&3	G14 Sized ROM (-250 mm)	910	150000	1
		Gare Pelma IV/2&3	G16 Sized ROM (-250 mm)	617	150000	1
		Jampali OC	G12 Sized ROM (-100 mm)	1076	100000	1
		Jampali OC	G15 Sized ROM (-100 mm)	720	300000	1
Total					1150000	7

The Special Forward E Auction for Power Producers- Phase-5 of 2021-22 will be conducted as per the terms and condition of the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-5 of 2021-22 will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.
2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. For all road-borne supply, the validity period of lifting against successful quantity shall be **3 months from Oct'21 (Oct'21-Dec'21)**. The validity period for lifting of coal shall be 45 days beyond Dec'21 against the quantity allocated for Dec'21 (Last month of 3 months lifting period) subject to deposition of coal value.
4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to SECL, distributing the aggregate quantity in 3 months **[Oct'21-Dec'21]** within 7 days of

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auction. However, the distribution of lifting program can be recast if needed as per notice no. SECL/BSP/M&S/133 dated 20/07/2021.

5. In case of non-submission of said distribution of the quantity by the successful bidders, SECL will distribute the quantity booked in equal monthly installments for 3 months.
6. The successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment to be paid by successful bidder within the last working day of the month.
7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 17/07/2020 for "Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur" (Annex-I)
11. The bidders who have applied for CTO: The bidders who has applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction.
Bidders who are yet to apply for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the copy of original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
13. It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard. The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in).

The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s M Junction Services Ltd, Godrej Water Side, 3rd Floor Tower 1, Plot V, Block DP, Sector V, Salt Lake Kolkata, West Bengal- 700091.
दूरभाष क्र० / Ph No: 033-66106100
वेबसाईट / Website: <http://www.coaljunction.in>
ई-मेल / E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन / Toll-free Helpline: 1800-419-20001
1. Office Of The General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट / Website: www.secl-cil.in
संपर्क व्यक्ति / Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्र० / Phone No 07752-246322

SECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on SECL's website i.e. www.secl-cil.in and also on Service Provider's website.


General Manager (M&S)
SECL, Bilaspur

Copy to:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. DT (P&P), SECL, Bilaspur
4. CVO, SECL, Bilaspur
5. GM (M&S), CIL
6. GM (System), SECL, Bilaspur-*To please display this notice along with Annexure in the website of SECL*
7. GM (F), SECL, Bilaspur
8. GM(s), SECL all Areas
9. ASM(s), SECL all Areas
10. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
11. All Sectional Heads, M&S Dept., SECL, Bilaspur
12. MJS Limited

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साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड की अनुबन्धी कंपनी)
पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006
दूरभाष : 07752 246322
विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited
(A subsidiary of Coal India Limited)
Regd. Office - Seepat Road, Bilaspur, (CG) 495006
PHONE : 07752 246322
Marketing & Sales Department

SECL/BSP/M&S/EA/ 1535

Date: 10-12-2021

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-7 of 2021-22 (Dec'21-Feb'22)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby informed that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 Phase -7.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	10-12-2021 - 20-12-2021	M-Junction Limited
Submission of EMD (in Form of BG)	10-12-2021 - 16-12-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	10-12-2021 - 20-12-2021	
Special Forward e-Auction	Tuesday, 21 December 2021	

Source-wise Grade-wise offer

Area	Source	Grade & Size	Reserve Price	Offered Qty (in tes)	No. of lots
Raigarh	Gare Pelma IV/2&3	G15 Sized ROM (-100 mm)	720	200000	1
		G16 Sized ROM (-250 mm)	617	100000	1
	Chhal OC	G15 Sized ROM (-250 mm)	720	50000	1
		G16 Sized ROM (-250 mm)	617	50000	1
		G15 Sized ROM (-100 mm)	720	50000	1
		G12 Sized ROM (-100 mm)	1076	100000	1
	Jampali OC	G15 Sized ROM (-100 mm)	720	350000	1
		G15 Sized ROM (-250 mm)	720	70000	1
		G10 Sized ROM (-100 mm)	1241	30000	1
	Grand Total				1000000

The Special Forward E Auction for Power Producers- Phase-7 of 2021-22 will be conducted as per the terms and condition of the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-7 of 2021-22 will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.
2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. For all road-borne supply, the validity period of lifting against successful quantity shall be **3 months from Dec'21 (Dec'21-Feb'22)**. The validity period for lifting of coal shall be 45 days beyond Feb'22 against the quantity allocated for Feb'22 (Last month of 3 months lifting period) subject to deposition of coal value.
4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to SECL, distributing the aggregate quantity in 3 months **(Dec'21-Feb'22)** within 7 days of

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- auction. However, the distribution of lifting program can be recast if needed as per notice no. SECL/BSP/M&S/133 dated 20/07/2021.
5. In case of non-submission of said distribution of the quantity by the successful bidders, SECL will distribute the quantity booked in equal monthly installments for 3 months.
 6. The successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment to be paid by successful bidder within the last working day of the month.
 7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
 8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
 9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
 10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 17/07/2020 for "Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur" (Annex-1)
 11. The bidders who have applied for CTO: The bidders who has applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction.
Bidders who are yet to apply for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the copy of original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
 12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
 13. It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard. The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in).

The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s M Junction Services Ltd, Godrej Water Side, 3rd Floor Tower 1, Plot V, Block DP, Sector V, Salt Lake Kolkata, West Bengal- 700091.
दूरभाष नं० / Ph No: 033-66106100
वेबसाईट / Website: <http://www.coaljunction.in>
ई-मेल / E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन / Toll-free Helpline: 1800-419-20001
1. Office Of The General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट / Website: www.secl-cil.in
संपर्क व्यक्ति / Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष नं० / Phone No 07752-246322

SECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on SECL's website i.e. www.secl-cil.in and also on Service Provider's website.

P. Jha
10/12/21
General Manager (M&S)
SECL, Bilaspur
4

Copy to:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. DT (P&P), SECL, Bilaspur
4. CVO, SECL, Bilaspur
5. GM (M&S), CIL
6. GM (System), SECL, Bilaspur-*To please display this notice along with Annexure in the website of SECL*
7. GM (F), SECL, Bilaspur
8. GM(s), SECL all Areas
9. ASM(s), SECL all Areas
10. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
11. All Sectional Heads, M&S Dept., SECL, Bilaspur
12. MJS Limited

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साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)
पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़)
495006, दूरभाष : 07752 246322
विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited
(A subsidiary of Coal India Limited)
Regd. Office - Seepat Road, Bilaspur, (CG) 495006
PHONE : 07752 246322
Marketing & Sales Department

SECL/BSP/M&S/EA/1907

Date: 12-01-2022

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-8 of 2021-22 (Jan'22-Mar'22)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby informed that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 Phase -8.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	12-01-2022 - 20-01-2022	M-Junction Limited
Submission of EMD (in Form of BG)	12-01-2022 - 17-01-2022	
Submission of EMD (in Form of D/D, RTGS etc.)	12-01-2022 - 20-01-2022	
Special Forward e-Auction	Friday, 21 January 2022	

Source-wise Grade-wise offer

Area	Source	Grade & Size	Reserve Price	Offer Qty	No. of lots
Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	4000	1
J&K	Amadand OC (Stock)	G9 Sized ROM (-100 mm)	1380	20000	1
Raigarh	Gare Pelma IV/2&3	G11 Sized ROM (-100 mm)	1158	200000	1
		G15 Sized ROM (-100 mm)	720	50000	1
		G15 Sized ROM (-250 mm)	720	50000	1
	Bijari OC	G15 Sized ROM (-100 mm)	720	150000	1
	Chhal OC	G12 Sized ROM (-100 mm)	1076	100000	1
		G15 Sized ROM (-100 mm)	720	100000	1
	Jampali OC	G10 Sized ROM (-100 mm)	1241	50000	1
		G16 Sized ROM (-100 mm)	617	300000	1
Grand Total				1024000	10

The Special Forward E Auction for Power Producers- Phase-8 of 2021-22 will be conducted as per the terms and condition of the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-8 of 2021-22 will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.
2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. For all road-borne supply, the validity period of lifting against successful quantity shall be 3 months from Jan'22 (Jan'22-Mar'22). The validity period for lifting of coal shall be 45 days beyond Mar'22 against the quantity allocated for Mar'22 (Last month of 3 months lifting period) subject to deposition of coal value.
4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to SECL, distributing the aggregate quantity in 3 months (Jan'22-Mar'22) within 7 days of auction. However, the distribution of lifting program can be recast if needed as per notice no. SECL/BSP/M&S/133 dated 20/07/2021.

or

- 5. In case of non-submission of said distribution of the quantity by the successful bidders, SECL will distribute the quantity booked in equal monthly installments for 3 months.
- 6. The successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment to be paid by successful bidder within the last working day of the month.
- 7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
- 8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
- 9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
- 10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 17/07/2020 for "Operation of Usance LC, IRLC and other financial functions including receiving of BGs in respect of coal supply at Bilaspur" (Annex-1)
- 11. The bidders who have applied for CTO: The bidders who has applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction.
Bidders who are yet to apply for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the copy of original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
- 12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
- 13. It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard. The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

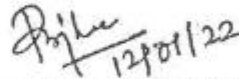
For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in).

W

The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s M Junction Services Ltd, Godrej Water Side, 3rd Floor Tower 1, Plot V, Block DP, Sector V, Salt Lake Kolkata, West Bengal- 700091.
दूरभाष क्र०/Ph No: 033-66106100
वेबसाईट/Website: <http://www.coaljunction.in>
ई-मेल/E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन/Toll-free Helpline: 1800-419-20001
1. Office Of The General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्र०/Phone No 07752-246322

SECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on SECL's website i.e. www.secl-cil.in and also on Service Provider's website.


 General Manager (M&S) Oprn-HoD
 SECL, Bilaspur

Copy to:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. DT (P&P), SECL, Bilaspur
4. CVO, SECL, Bilaspur
5. GM (M&S), CIL
6. GM (System), SECL, Bilaspur-*To please display this notice along with Annexure in the website of SECL*
7. GM (F), SECL, Bilaspur
8. GM(s), SECL all Areas
9. ASM(s), SECL all Areas
10. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
11. All Sectional Heads, M&S Dept., SECL, Bilaspur
12. MJS Limited

Date: November 23, 2021

**COAL INDIA LIMITED
MARKETING AND SALES DIVISION
NOTICE INVITING REGISTRATION**

Sub: Tranche VII of SHAKTI B(viii a) linkage auction for the quarter Oct'21-Dec'21

Attention is invited to the:

- the letter no. 23011/15/2016-CPD/CLD dated May 22, 2017 issued by the Ministry of Coal, Government of India ("MoC") to Coal India Limited ("CIL") dealing with matters concerning the "Signing of Fuel Supply Agreement (FSA) with Letter of Assurance (LoA) holders of Thermal Power Plants – Fading Away of the existing LoA-FSA Regime and Introduction of a New More Transparent Coal Allocation Policy for Power Sector, 2017 – SHAKTI (Scheme for Harnessing and Allocating Koyala (Coal) Transparently in India)" as amended vide letter (CLD -23028/10/2018-CLD- Part (1) dated March 25, 2019 issued by the MoC to CIL (the "Policy").

A copy of the said Policy is available at:

https://coal.nic.in/sites/upload_files/coal/files/curentnotices/220517.pdf

https://coal.nic.in/sites/upload_files/coal/files/curentnotices/25-03-2019.pdf

- the methodology (namely the Methodology for allocation of coal as per provisions of Para B(viii)(a) covering Para B(iii) of SHAKTI Policy of Ministry of Coal amended as per Para 2.1(a) of HLEC Recommendations) issued by the Ministry of Power vide its letter No. 23/30/2019-R&R dated December 2, 2019 and amended vide its letter No. 23/30/2019-R&R dated May 12, 2020 (the "Methodology");

A copy of the said Methodology is available at:

https://powermin.nic.in/sites/default/files/webform/notices/Methodology_for_allocation_of_coal_as_per_provisions_of_Para_B.pdf

https://powermin.nic.in/sites/default/files/webform/notices/Amendment_on_Methodology_for_allocation_of_coal_as_per_provisions_amended_as_per_Para_of_HLEC_Reco.pdf

- the Guidelines for Auction of Coal Linkage under SHAKTI Policy Para B(viii)(a) covering Para B(iii) dated January 14, 2020 issued by Thermal Project Planning & Development Division, Central Electricity Authority, Ministry of Power ("CEA"), as amended from time to time. ("Guidelines")

Copy of the said Guidelines are available at:

[http://cea.nic.in/reports/others/thermal/tppd/CEA_Guidelines_for_coal_linkage_auction_under_SHAKTI_B\(viii\)\(a\).pdf](http://cea.nic.in/reports/others/thermal/tppd/CEA_Guidelines_for_coal_linkage_auction_under_SHAKTI_B(viii)(a).pdf)

<http://cea.nic.in/reports/others/thermal/tppd/Rev%20Amendment%20in%20Guidelines%20for%20coal%20aution.pdf>

Accordingly, CIL now proposes to grant coal linkages for the period October to December, 2021 to power plants including private generators, *excluding CPPs*, for short term use in accordance with and subject to Para B (viii)(a) read with Para B(iii) of the Policy, the Methodology and the Guidelines ("Short Term Tranche VII Auction").

In this context, CEA has published a notice (No. 294/SHAKTI B(viii) (a)/TPP&D/CEA/2021/) dated July 15, 2021 inviting requisition from interested bidders for the Short Term Tranche 7 Auction (the "Notice"). A copy of the said Notice is available at:

https://cea.nic.in/wp-content/uploads/tpp_d/2021/07/Shakti_BViiiia-2.pdf

Entities submitting the requisition to CEA, including entities already registered during the previous tranche(s), are requested to also register on the website of the MSTC Ltd at the following link:

<https://www.mstcecommerce.com/auctionhome/shaktib3short/index.jsp>

The registration fee of the entities already registered during the previous tranche(s) shall be waived.

Nothing contained herein shall be binding or confer any right on any person.

25.11.2021

Offers for Tranche -VII auction under Shakti B(viii-a)

Start Date: 01.12.2021

Schedule	Day	Date	Time	Coal Co.	Source	Mode	Grade	Size	Notified Price (Rs/ton)	Quantity (in Mt)	Secondary Source(s)	G13 equivalent Qty. (Mt) (considering lower GCV)#
1	1	01.12.2021	12:00 PM	MCL	Bairam OCP	Road	G13	(-100 mm)	827	0.85	Bharatpur OCP	0.85
2	1	01.12.2021	3:00 PM	CCL	Shivpur	Rail	G13	(-100 mm)	827	0.40	Phulbasia / Balumath	0.40
3	1	01.12.2021	6:00 PM	WCL	Amalgamated Yekona I & II OCM (Mine Source Specific)	Road	G9	CRUROM (-100 mm)	1918	0.10	NA	0.14
4	2	02.12.2021	12:00 PM	CCL	Amrapali QC	Road	G13	Sized(-100 mm)	827	0.40	Magadh OC	0.40
5	2	02.12.2021	3:00 PM	MCL	Bharatpur OCP	Road	G13	(-100 mm)	827	0.65	Bairam OCP	0.65
6	2	02.12.2021	6:00 PM	WCL	Mungoli OCM (Mine Source Specific)	Road	G10	CRUROM (-100 mm)	1778	0.40	Penganga OCM (Mine Specific source) & Niljal OCM (Mine Specific source)	0.51
7	3	03.12.2021	12:00 PM	MCL	Lingaraj OCP	Road	G12	(-100 mm)	896	0.45	Hingula OCP	0.49
8	3	03.12.2021	3:00 PM	CCL	Magadh QC	Road	G11	Sized(-100 mm)	965	0.20	Amrapali OC	0.24
9	3	03.12.2021	6:00 PM	MCL	Hingula OCP	Road	G14	(-100 mm)	758	1.15	NA	1.05
				Total						4.60		4.71

Note:

WCL notified price is inclusive of Commitment charge of Rs 90/- per tonne

G13 equivalent quantity is indicative and shown only for purpose of comparison with actual offer quantity

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Date: January 13, 2022

**COAL INDIA LIMITED
MARKETING AND SALES DIVISION
NOTICE INVITING REGISTRATION**

Sub: Tranche VIII of SHAKTI B(viii a) linkage auction for the quarter Jan'22-Mar'22

Attention is invited to the:

- the letter no. 23011/15/2016-CPD/CLD dated May 22, 2017 issued by the Ministry of Coal, Government of India ("MoC") to Coal India Limited ("CIL") dealing with matters concerning the "Signing of Fuel Supply Agreement (FSA) with Letter of Assurance (LoA) holders of Thermal Power Plants – Fading Away of the existing LoA-FSA Regime and Introduction of a New More Transparent Coal Allocation Policy for Power Sector, 2017 – SHAKTI (Scheme for Harnessing and Allocating Koyala (Coal) Transparently in India)" as amended vide letter (CLD -23028/10/2018-CLD- Part (1) dated March 25, 2019 issued by the MoC to CIL (the "Policy").

A copy of the said Policy is available at:

<https://coal.gov.in/sites/default/files/2019-10/220517.pdf>

<https://coal.gov.in/sites/default/files/2020-01/25-03-2019.pdf>

- the methodology (namely the Methodology for allocation of coal as per provisions of Para B(viii)(a) covering Para B(iii) of SHAKTI Policy of Ministry of Coal amended as per Para 2.1(a) of HLEC Recommendations) issued by the Ministry of Power vide its letter No. 23/30/2019-R&R dated December 2, 2019 and amended vide its letter No. 23/30/2019-R&R dated May 12, 2020 (the "Methodology");

A copy of the said Methodology is available at:

<https://powermin.gov.in/sites/default/files/Amendment on Methodology for allocation of coal as per provisions amended as per Para of HLEC Reco.pdf>

- the Guidelines for Auction of Coal Linkage under SHAKTI Policy Para B(viii)(a) covering Para B(iii) dated January 14, 2020 issued by Thermal Project Planning & Development Division, Central Electricity Authority, Ministry of Power ("CEA"), as amended from time to time. ("Guidelines")

Copy of the said Guidelines are available at:

[https://cea.nic.in/wp-](https://cea.nic.in/wp-content/uploads/2020/04/CEA_Guidelines_for_coal_linkage_auction_under_SHAKTI_Bviii.pdf)

[content/uploads/2020/04/CEA Guidelines for coal linkage auction under SHAKTI Bviii.pdf](https://cea.nic.in/wp-content/uploads/2020/04/CEA_Guidelines_for_coal_linkage_auction_under_SHAKTI_Bviii.pdf)

[https://cea.nic.in/wp-](https://cea.nic.in/wp-content/uploads/2020/07/Rev%20Amendment%20in%20Guidelines%20for%20coal%20a)

[content/uploads/tp d/2020/07/Rev%20Amendment%20in%20Guidelines%20for%20coal%20a](https://cea.nic.in/wp-content/uploads/2020/07/Rev%20Amendment%20in%20Guidelines%20for%20coal%20a)
[ution.pdf](https://cea.nic.in/wp-content/uploads/2020/07/Rev%20Amendment%20in%20Guidelines%20for%20coal%20a)

Accordingly, CIL now proposes to grant coal linkages for the period January to March 2022 to power plants including private generators, *excluding* CPPs, for short term use in accordance with and subject to Para B (viii)(a) read with Para B(iii) of the Policy, the Methodology and the Guidelines ("Short Term Tranche VIII Auction").

In this context, CEA has published a notice (No. 294/SHAKTI B(viii) (a)/TPP&D/CEA/2021/294) dated October 14, 2021 inviting requisition from interested bidders for the Short Term Tranche 8 Auction (the "Notice"). A copy of the said Notice is available at:

https://cea.nic.in/wp-content/uploads/tp d/2021/10/SCAN_20211022_104523725.pdf

Entities submitting the requisition to CEA, including entities already registered during the previous tranche(s), are requested to also register on the website of the MSTC Ltd at the following link:

<https://www.mstcecommerce.com/auctionhome/shaktib3short/index.jsp>

The registration fee of the entities already registered during the previous tranche(s) shall be waived.

Nothing contained herein shall be binding or confer any right on any person.

13.01.2022

Offers for Tranche -VIII auction under Shakti B(viii-a) for Jan-Mar'22 quarter

Start Date: 21.01.2022

Sl. No.	Day	Date	Time	Coal Co.	Source	Mode	Grade	Size	Notified Price (Rs/ton)	Quantity (in Mt)	Secondary Source(s)	G13 equivalent Qty. (Mt) (considering lower GCV)#
1	1	21.01.2022	11:00 AM	MCL	Balram OCP	Road	G13	(-)100 mm	827	0.580	Bharatpur OCP	0.580
2	1	21.01.2022	2:00 PM	CCL	Magadh OC	Road	G11	(-)100 mm	965	0.200	Amrapali OC	0.235
3	1	21.01.2022	5:00 PM	SECL	Kusmunda OC	Road	G11	(-)100 mm	965	0.050	Gevra OC/Dipka OC	0.059
4	2	24.01.2022	11:00 AM	NCL	Jayant	Road	G10	(-) 250 mm	1034	0.150	NA	0.190
5	2	24.01.2022	2:00 PM	SECL	Korichhapar	Rail	G15	(-)100 mm)	600	0.300	NA	0.247
6	2	24.01.2022	5:00 PM	WCL	Amalgamated Yekona I & II OCM (Mine specific source)	Road	G10	(-)100 mm	1778	0.150	Mungoli OCM (Mine specific source)	0.190
7	3	25.01.2022	11:00 AM	MCL	Lingaraj OCP	Road	G12	(-)100 mm	896	0.205	Hingula OCP[G14]	0.223
8	3	25.01.2022	2:00 PM	SECL	Gevra OC	Road	G11	(-)100 mm)	965	0.050	Kusmunda OC/Dipka OC	0.059
9	3	25.01.2022	5:00 PM	NCL	Khadia	Road	G8	(-) 250 mm	1475	0.290	NA	0.418
10	4	27.01.2022	11:00 AM	MCL	Bharatpur OCP	Road	G13	(-)100 mm	827	0.635	Balram OCP	0.635
11	4	27.01.2022	2:00 PM	SECL	Jampali OC	Road	G16	(-)100 mm)	514	0.150	Chhal OC	0.110
12	4	27.01.2022	5:00 PM	CCL	Amrapali OC	Road	G13	(-)100 mm	827	0.400	Magadh OC	0.400
13	5	28.01.2022	11:00 AM	NCL	Nigahi	Road	G11	(-) 250 mm	965	0.150	NA	0.176
14	5	28.01.2022	2:00 PM	MCL	Hingula OCP	Road	G14	(-)100 mm	758	1.150	NA	1.049
15	5	28.01.2022	5:00 PM	SECL	Chhal OC	Road	G16	(-)100 mm)	514	0.150	Jampali OC	0.110
										4.61		4.68

Note:

WCL notified price is inclusive of Commitment charge of Rs 90/- per tonne

G13 equivalent quantity is indicative and shown only for purpose of comparison with actual offer quantity

NCL: Road=Road/RCR

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महाप्रबंधक (विपणन और बिक्रय) का कार्यालय
PO: जागृति विहार, संबलपुर -768020, उड़ीसा
पीबीएक्स संख्या.- 0663-2542461-89, फैक्स संख्या: 0663-2542307,
टेलीफोन संख्या.: 0663 – 2542870 (O) / 2542359 (O)
ईमेल आईडी : gm-snm.md@coalindia.in

No. MCL/M&S/SFEA/2021-22/Phase-I 63 Dt.20.05.2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2021-22-PHASE-I
(3 Monthly Auction- Jun' 2021-Aug' 2021)**

MCL shall sell coal by Road & Rail mode to the Power Producers through "Special Forward e-Auction for Power Producers for 2021-22-Phase-I (June' 2021-Aug' 2021)" for quantities as notified in the enclosure. The e-Auction will be conducted as per the scheme of Special Forward e-Auction for Power Producers and modalities modified to the extent as notified in the websites of MCL/ Service Provider for the said phase of the e-Auction. The date for this e-Auction is 31st May, 2021 for Road & Rail and shall be conducted by M/s. Mjunction Limited. All those who desire to participate in the special forward e-Auction for Power Producer for 2021-22 –Phase-I, will have to register themselves with the Service Provider by visiting their website i.e. M/s. Mjunction Limited (www.coaljunction.in). The registration will be a continuous process, but only those, whose EMD is available in the bidders a/c with the Service Provider M/s. Mjunction Ltd, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2021-22 –Phase I to be held on 8th May, 2021. Modalities, format of Bank Guarantee, details of schedule of dates for this phase of Special Forward e-Auction are being notified separately in the websites of MCL and service provider.

Address of M/s.mjunction services Ltd.	Contact Person
Godrej Water Side, Tower-1, 3 rd Floor, Plot No.5, Block – DP, Sector – 5, Salt Lake City Kolkata – 700091. Phone No. 033 – 66106100 Website : www.coaljunction.in	Coaljunction Toll free Phone No. 1800-419-0001 Email- coaljunction@mjunction.in Sr Bhaskar Sahu (Sr.Manager) mob-91633 48079 bhaskar.sahu@mjunction.in
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.in	Shri A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri. Sagar Kundu , Dy. Manager, M&S Deptt (Road Mode) E-Mail : skundu6567@coalindia.in / mob-9437567109 Apurba Gorai (For Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290 E-Mail : agorai@coalindia.in

All concerned are requested to contact M/s.Mjunction Ltd on website / address or by visiting office at Kolkata or MCL office, M&S Department, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

Encl: As above

जानकारी के लिए प्रतिनिधि :

- निदेशक(तकनीकी), एमसीएल

वितरण हेतु,

- क्षेत्रीय महाप्रबंधक / क्षेत्रीय बिक्री प्रबंधक , सभी क्षेत्र एमसीएल
- महाप्रबंधक(प्रणामी), एमसीएल वेबसाइटों पर अपलोड करने के लिए

अशोक गुप्ता 20/5/21

महाप्रबंधक (विपणन और बिक्री)
अ.मि

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION
(EXCLUDING CPPs) FOR POWER PRODUCERS FOR 2021-22 -PHASE-I**

Table showing source wise offer for Special forward e-Auction for Power in Road mode

Sl No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty Jun'21 to Aug '21 (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	ANANTA OCP	3701-4000	G12	(-) 100 MM	3.00	896	986
2	JAGANNATH OCP	3701-4000	G12	(-) 100 MM	3.00	896	986
3	BHUBANESWARI OCP	3701-4000	G12	(-) 100 MM	4.00	896	986
4	LINGRAJ OCP	3701-4000	G12	(-) 100 MM	5.00	896	986
5	BHARATPUR OCP	3401-3700	G13	(-) 100 MM	7.00	827	910
6	HINGULA OCP	3401-3700	G13	(-) 100 MM	5.00	827	827
7	BALARAM OCP	3401-3700	G13	(-) 100 MM	7.50	827	827
8	KULDA OCP	3401-3700	G13	(-) 100 MM	5.00	827	910
09	HINGULA OCP	3101-3400	G14	(-) 100 MM	9.00	758	758
10	LAKHANPUR OCP	3101-3400	G14	(-) 100 MM	1.00	758	834
11	BELPAHAR OCP	3101-3400	G14	(-) 100 MM	3.00	758	834
12	GARJANBAHAL OCP	3101-3400	G14	(-) 100 MM	10.00	758	834
	TOTAL BY ROAD				62.50		

Table showing source wise offer for Special forward e-Auction for Power in Rail mode

Sl No.	SIDING	GCV	GRADE	SIZE	Total Qty Jun'21 to Aug'21		Notified Price (Rs/Te)	Reserve Price (Rs/Te)
					(Fig in Lakh. Tes)	In Rakes #		
1	SPUR VII	3101-3400	G14	(-) 100 MM	8.00	200	758	758
2	Sardega Siding	3101-3400	G13	(-) 100 MM	6.00	150	827	910
3	BOCM-6/7	3101-3400	G14	(-) 100 MM	4.00	100	758	834
	TOTAL BY RAIL				18.00	450		

- In Sardega siding G13 & G14 grade coal will be loaded as per availability & billing will be made accordingly.
- 1(One) Rake approx-4000 tes.
- Reserve Price is excluding Statutory Charges, STC, etc. which will be charged extra as per notification/applicable.
- Sizing Charges shall be charged extra as applicable as per notification/applicable.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch would be variable in line with the change in the notified price of CIL, if any. The notice in this regard is available in the website of MCL.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M:Special E-auction:547 dtd 13.05.2016.



महाप्रबंधक (विपणन और विक्रय) का कार्यालय

PO: जागृति विहार, संबलपुर - 768020, उड़ीसा

गोपनीयता संख्या.: 0663-2542461-89, फैक्स संख्या: 0663-2542307,

टेलीफोन संख्या.: 0663 - 2542870 (O) / 2542359 (O)

ईमेल आईडी : gm-snm.mcl@coalindia.in

No. MCL/M&S/SFEA/2021-22/Phase-III/ 158

Dt.02/07/2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2021-22-PHASE-II
(3 Monthly Auction- July' 2021 - Sep' 2021)**

MCL shall sell coal by Road & Rail mode to the Power Producers through "Special Forward e-Auction for Power Producers for 2021-22-Phase-II (June' 2021-Aug' 2021)" for quantities as notified in the enclosure. The e-Auction will be conducted as per the scheme of Special Forward e-Auction for Power Producers and modalities modified to the extent as notified in the websites of MCL/ Service Provider for the said phase of the e-Auction. The date for this e-Auction is 13th July 2021 for Road & Rail mode and shall be conducted by M/s mjunction services limited. All those who desire to participate in the special forward e-Auction for Power Producer for 2021-22 -Phase-II, will have to register themselves with the Service Provider by visiting their website i.e. M/s mjunction services limited ((www.mstcecommerce.com)). The registration will be a continuous process, but only those, whose EMD is available in the bidders a/c with the Service Provider M/s mjunction services limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2021-22 -Phase II to be held on 13th July, 2021. Modalities, format of Bank Guarantee, details of schedule of dates for this phase of Special Forward e-Auction are being notified separately in the websites of MCL and service provider.

Address of M/s.mjunction services Ltd.	Contact Person
Godrej Water Side, Tower-1, 3 rd Floor, Plot No.5, Block - DP, Sector - 5, Salt Lake City Kolkata - 700091. Phone No. 033 - 66106100 Website : www.coaljunction.in	Coaljunction Toll free Phone No. 1800-419-0001 Email-coaljunction@mjunction.in Sr Bhaskar Sahu (Sr. Manager) mob-91633 48079 bhaskar.sahu@mjunction.in
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur - 768 020. Website : www.mahanadicoal.in	Shri A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri. Arun Kumar Naik (For Road mode) Manager, M&S Deptt. Mob-9438873802 E-Mail ; road-sales.mcl@coalindia.in Apurba Gorai (For Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290 E-Mail : agorai@coalindia.in

All concerned are requested to contact M/s mjunction services Ltd on website / address or by visiting office at Kolkata or MCL office, M&S Department, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

Encl: As above

जानकारी के लिए प्रतिलिपि :

1. निदेशक(तकनीकी), एमसीएल

वितरण हेतु,

1. क्षेत्रीय महाप्रबंधक / क्षेत्रीय बिक्री प्रबंधक, सभी क्षेत्र एमसीएल
2. महाप्रबंधक(प्रणाली), एमसीएल वेबसाइटों पर अपलोड करने के लिए

अशोक गुप्ता 21/7/21

महाप्रबंधक (विपणन और बिक्री)
अशोक गुप्ता

QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR POWER PRODUCERS (EXCLUDING CPPs) FOR 2021-22 –PHASE-II

Table showing source wise offer for Special forward e-Auction for Power in Road mode

Sl No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty Jul'21 to Sep '21 (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	ANANTA OCP	3701-4000	G12	(-) 100 MM	1.00	896	1076
2	JAGANNATH OCP	3701-4000	G12	(-) 100 MM	1.00	896	1076
3	BHUBANESWARI OCP	3701-4000	G12	(-) 100 MM	2.00	896	1076
4	LINGRAJ OCP	3701-4000	G12	(-) 100 MM	2.00	896	1076
5	BHARATPUR OCP	3401-3700	G13	(-) 100 MM	7.00	827	993
6	HINGULA OCP	3401-3700	G13	(-) 100 MM	2.00	827	869
7	BALARAM OCP	3401-3700	G13	(-) 100 MM	7.00	827	910
8	KULDA OCP	3401-3700	G13	(-) 100 MM	5.00	827	993
9	KANIHA OCP	3401-3700	G13	(-) 100 MM	3.00	827	993
10	GARIJANBAHAL OCP	3101-3400	G14	(-) 100 MM	7.00	758	910
11	HINGULA OCP	3101-3400	G14	(-) 100 MM	8.00	758	796
TOTAL BY ROAD					45		

Table showing source wise offer for Special forward e-Auction for Power in Rail mode

Sl No.	SIDING	GCV	GRADE	SIZE	Total Qty July'21 to Sep'21		Notified Price (Rs/Te)	Reserve Price Rs./Te
					(Fig in Lakh. Tes)	In Rakes #		
1	SPUR VII	3401-3700	G13	(-) 100 MM	4.00	100	827	910
2	Sardega Siding	3401-3700	G13	(-) 100 MM	8.00	200	827	1034
3	BOCM-VI/VII	3101-3400	G14	(-) 100 MM	6.00	150	758	948
4	Spur V/VI	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
5	Spur I/II	3701-4000	G12	(-) 100 MM	2.00	50	896	1120
TOTAL BY RAIL					24	600		

one rake equals to 4,000 tes approximately.

The total offer under this e-Auction for both Rail & Road mode is 69.00 lakh tes against 16 numbers of lots. In Sardega siding G13 & G14 grade coal will be loaded as per availability & billing will be made accordingly.

- In Sardega siding G13 & G14 grade coal will be loaded as per availability & billing will be made accordingly.
- 1(One) Rake approx-4000 tes.
- Reserve Price is excluding Statutory Charges, STC, etc. which will be charged extra as per notification/applicable.
- Sizing Charges shall be charged extra as applicable as per notification/applicable.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch would be variable in line with changes as per CIL notified Price of coal, if any. The notice in this regard is available in the website of MCL.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M:Special E-auction:547 dtd 13.05.2016



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महाप्रबंधक (विपणन और विक्रय) का कार्यालय

PO: जागृति विहार, संबलपुर -768020, उड़ीसा

गीबीएस संख्या.- 0663-2542461-69, फैक्स संख्या: 0663-2542307,

टेलीफोन संख्या.: 0663 - 2542870 (O) / 2542359 (O)

ईमेल आईडी : gm-snm.mcl@coalindia.in

No. MCL/M&S/SFEA/2021-22/Phase-III/285

Dt.21/08/2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS (Excluding CPPs) - 2021-22-PHASE-III
(3 Monthly Auction- Sep' 2021 to Nov' 2021)**

MCL shall sell coal by Road & Rail mode to the Power Producers through "Special Forward e-Auction for Power Producers - 2021-22-Phase-III (Sep' 2021 to Nov' 2021)" for quantities as notified in the enclosure. The e-Auction will be conducted as per the scheme of Special Forward e-Auction for Power Producers and modalities modified to the extent as notified in the websites of MCL/ Service Provider for the said phase of the e-Auction. The date for this e-Auction is **31st August 2021 for Road & Rail mode** and shall be conducted by M/s MSTC Limited. All those who desire to participate in the special forward e-Auction for Power Producer for 2021-22 -Phase-II, will have to register themselves with the Service Provider by visiting the website of M/s MSTC Limited i.e. www.mstcecommerce.com. The registration will be a continuous process, but only those, whose EMD is available in the bidders a/c with the Service Provider M/s MSTC limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2021-22 -Phase III to be held on **31st August, 2021**. Modalities, format of Bank Guarantee, details of schedule of dates for this phase of Special Forward e-Auction are being notified separately in the websites of MCL and service provider.

<i>Address of M/s MSTC Limited</i>	<i>Contact Person</i>
<i>225-C, Acharya Jagdish Chandra Bose Road, Kolkata - 700 020. Phone No. 033 - 22470568 / 22479627 / 22470964 Website : www.mstcindia.com www.mstcecommerce.com</i>	<i>033-22891401 Sri B.K.Nayak (F&A) 033-22895068 Shri A.Bhattacharjee(Sr. Manager) arindam@mstcindia.co.in</i>
<i>Address of MCL</i>	<i>Contact Person</i>
<i>Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur - 768 020. Website : www.mahanadicoal.in</i>	<i>Shri A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri Arun Kumar Naik , Manager, M&S Deptt (for Road Mode), Mob-9438878802 Apurba Gorai (for Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290</i>

All concerned are requested to contact M/s MSTC Limited on website / address or by visiting office at Kolkata or MCL office, M&S Department, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

Encl: As above

जानकारी के लिए प्रतिलिपि :

1. निदेशक(तकनीकी), एमसीएल
वितरण हेतु,

1. क्षेत्रीय महाप्रबंधक / क्षेत्रीय बिक्री प्रबंधक, सभी क्षेत्र एमसीएल
2. महाप्रबंधक(प्रणाली), एमसीएल वेबसाइटों पर अपलोड करने के लिए

अशोक गुप्ता
21/8/21
महाप्रबंधक (विपणन और बिक्री)
अ.म.

QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR POWER PRODUCERS (EXCLUDING CPPs) - 2021-22 -PHASE-III

Table showing source wise offer by Road mode

Sl No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	Ananta OCP	3701-4000	G12	(-) 100 MM	5.00	896	1076
2	Jagannath OCP	3701-4000	G12	(-) 100 MM	5.00	896	1076
3	Bhubaneswari OCP	3701-4000	G12	(-) 100 MM	2.00	896	1076
4	Lingraj OCP	3701-4000	G12	(-) 100 MM	8.00	896	1076
5	Hingula OCP	3401-3700	G13	(-) 100 MM	2.00	827	869
6	Balaram OCP	3401-3700	G13	(-) 100 MM	7.00	827	910
7	Bharatpur OCP	3401-3700	G13	(-) 100 MM	8.00	827	993
8	Kulda OCP	3401-3700	G13	(-) 100 MM	6.00	827	993
9	Kaniha OCP	3401-3700	G13	(-) 100 MM	2.00	827	993
10	Hingula OCP	3101-3400	G14	(-) 100 MM	8.00	758	796
11	Garjanbahal OCP	3101-3400	G14	(-) 100 MM	2.00	758	910
12	Lakhanpur OCP	3101-3400	G14	(-) 100 MM	5.00	758	910
TOTAL BY ROAD					60		

Table showing source wise offer by Rail mode

Sl No.	SIDING	GCV	GRADE	SIZE	Total Qty		Notified Price	Reserve Price
					(Fig in Lakh, Tes)	In Rakes #	(Rs/Te)	Rs./Te
1	Spur I & II	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
2	Spur III & IV	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
3	Spur V & VI	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
4	Spur VII	3101-3400	G14	(-) 100 MM	4.00	100	758	834
5	Sardega Siding	3401-3700	G13	(-) 100 MM	16.00	400	827	1034
TOTAL BY RAIL					32	800		

one rake equals to 4,000 tes approximately.

The total offer under this e-Auction for both Rail & Road mode is **92.00 lakh tes** against 17 numbers of lots.

- In Sardega siding G13 & G14 grade coal will be loaded as per availability & billing will be done accordingly.
- 1(One) Rake approx-4000 tes.
- Reserve Price is excluding Statutory Charges, STC, etc. which will be charged extra as per notification/applicable.
- Sizing Charges shall be charged extra as applicable as per notification/applicable.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch will vary in line with changes in CIL notified Price of coal, if any. The notice in this regard is available in the website of MCL.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M:Special E-auction:547 dtd 13.05.2016



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोन इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



236

No. MCL/SBP/M&S/ SFEA/PHASE IV/ 466

Dt. 23/10/2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS (Excluding CPPs) - 2021-22-PHASE-IV
(3 Monthly Auction- November 2021 to January 2022)**

MCL shall sell coal by Road & Rail mode to the Power Producers through "Special Forward e-Auction for Power Producers - 2021-22-Phase-IV (Nov' 2021 to Jan' 2022)" for quantities as notified in the enclosure. The e-Auction will be conducted as per the scheme of Special Forward e-Auction for Power Producers and modalities modified to the extent as notified in the websites of MCL/ Service Provider for the said phase of the e-Auction. The date for this e-Auction is 02nd November 2021 for Road & Rail mode and shall be conducted by M/s MSTC Limited. All those who desire to participate in the special forward e-Auction, will have to register themselves with the Service Provider by visiting the website of M/s MSTC Limited i.e. www.mstcecommerce.com. The registration will be a continuous process, but only those, whose EMD is available in the bidders a/c with the Service Provider M/s MSTC limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction to be held on 02nd November 2021. Modalities, format of Bank Guarantee, details of schedule of dates for this phase of Special Forward e-Auction are being notified separately in the websites of MCL and service provider.

Address of M/s MSTC Limited	Contact Person
225-C, Acharya Jagdish Chandra Bose Road, Kolkata - 700 020. Phone No. 033 - 22470568 / 22479627 / 22470964 Website : www.mstcindia.com www.mstcecommerce.com	033-22891401 Sri B.K.Nayak (F&A) 033-22895068 Shri A.Bhattacharjee (Sr. Manager) arindam@mstcindia.co.in
Address of MCL	Contact Person
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur - 768 020. Website : www.mahanadicoal.in	Shri D.Kumar, Ph.0663 -2542870 GM, M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri Arun Kumar Naik, Manager, M&S Deptt (for Road Mode), Mob-9438878802 Apurba Gorai (for Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290

All concerned are requested to contact M/s MSTC Limited on website / address or by visiting office at Kolkata or MCL office, M&S Department, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

Encl: As above

जानकारी के लिए प्रतिलिपि :

1. निदेशक(तकनीकी), एमसीएल
वितरण हेतु,

- क्षेत्रीय महाप्रबंधक / क्षेत्रीय विक्री प्रबंधक, सभी क्षेत्र एमसीएल
- महाप्रबंधक(प्रणाली), एमसीएल वेबसाइटों पर अपलोड करने के लिए

23.10.21
महाप्रबंधक (विपणन और विक्री)

QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR POWER PRODUCERS (EXCLUDING CPPs) - 2021-22 - PHASE-IV

Table showing source wise offer by Road mode

Sl No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	Jagannath OCP	3701-4000	G12	(-) 100 MM	6.00	896	1076
2	Ananta OCP	3701-4000	G12	(-) 100 MM	6.00	896	1076
3	Bhubaneswar OCP	3701-4000	G12	(-) 100 MM	10.00	896	1076
4	Lingaraj OCP	3701-4000	G12	(-) 100 MM	3.00	896	1076
5	Hingula OCP	3401-3700	G13	(-) 100 MM	3.00	827	869
6	Balaram OCP	3401-3700	G13	(-) 100 MM	12.00	827	910
7	Bharatpur OCP	3401-3700	G13	(-) 100 MM	12.00	827	993
8	Kanha OCP	3401-3700	G13	(-) 100 MM	3.00	827	993
9	Kulda OCP	3401-3700	G13	(-) 100 MM	3.00	827	993
10	Hingula OCP	3101-3400	G14	(-) 100 MM	10.00	758	796
11	Lakhanpur OCP	3101-3400	G14	(-) 100 MM	2.00	758	910
12	Garjanbahal OCP	3101-3400	G14	(-) 100 MM	3.00	758	910
TOTAL BY ROAD					73.00		

Table showing source wise offer by Rail mode

Sl No.	SIDING	GCV	GRADE	SIZE	Total Qty		Notified Price	Reserve Price
					(Fig in Lakh. Tes)	In Rakes #	(Rs/Te)	Rs./Te
1	Spur I & II	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
2	Spur III & IV	3701-4000	G12	(-) 100 MM	2.00	50	896	1120
3	Spur V & VI	3701-4000	G12	(-) 100 MM	4.00	100	896	1120
4	Bharatpur Silo	3401-3700	G13	(-) 100 MM	4.00	100	827	1034
5	LOCM-I	3101-3400	G14	(-) 100 MM	4.00	100	758	948
TOTAL BY RAIL					18.00	450		

one rake equals to 4,000 tes approximately.

The total offer under this e-Auction for both Rail & Road mode is 91.00 lakh tes against 17 numbers of lots.

- 1(One) Rake approx-4000 tes.
- Reserve Price is excluding Statutory Charges, STC, etc. which will be charged extra as per notification/applicable.
- Sizing Charges shall be charged extra as applicable as per notification/applicable.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch will vary in line with changes in CIL notified Price of coal, if any. The notice in this regard is available in the website of MCL.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M:Special E-auction:547 dtd 13.05.2016



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/SBP/M&S/ SFEA/PHASE V/G 2/

DL 11/01/2022

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS (Excluding CPPs) - 2021-22-PHASE-V
(3 Monthly Auction- Feb' 2022 to Apr' 2022)**

MCL shall sell coal by Road & Rail mode to the Power Producers through "Special Forward e-Auction for Power Producers - 2021-22-Phase-V (Feb' 2022 to Apr' 2022)" for quantities as notified in the enclosure. The e-Auction will be conducted as per the scheme of Special Forward e-Auction for Power Producers and modalities modified to the extent as notified in the websites of MCL/ Service Provider for the said phase of the e-Auction. The date for this e-Auction is **24th January 2022 for Road & Rail mode** and shall be conducted by **M/s MSTC Limited**. All those who desire to participate in the special forward e-Auction, will have to register themselves with the Service Provider by visiting the website of M/s MSTC Limited i.e. www.mstcecommerce.com. The registration will be a continuous process, but only those, whose EMD is available in the bidders a/c with the Service Provider M/s MSTC limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction to be held on **24th January 2022**. Modalities, format of Bank Guarantee, details of schedule of dates for this phase of Special Forward e-Auction are being notified separately in the websites of MCL and service provider.

Address of M/s MSTC Limited	Contact Person
225-C, Acharya Jagdish Chandra Bose Road, Kolkata - 700 020. Phone No. 033 - 22470568 / 22479627 / 22470964 Website : www.mstcindia.com www.mstcecommerce.com	033-22891401 Sri B.K.Nayak (P&A) 033-22895068 Shri A.Bhattacharjee (Sr. Manager) arindam@mstcindia.co.in
Address of MCL	Contact Person
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur - 768 020. Website : www.mahanadicoal.in	Shri D.Kumar, Ph.0663 -2542870 GM, M&S Deptt. (PBX-- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri Arun Kumar Naik , Manager, M&S Deptt (for Road Mode), Mob-9438878802 Apurba Gorai (for Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290

All concerned are requested to contact M/s MSTC Limited on website / address or by visiting office at Kolkata or MCL office, M&S Department, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

Encl: As above

जानकारी के लिए प्रतिलिपि :

1. निदेशक(तकनीकी), एमसीएल
वितरण हेतु,

1. क्षेत्रीय महाप्रबंधक / क्षेत्रीय विक्री प्रबंधक, सभी क्षेत्र एमसीएल
2. महाप्रबंधक(प्रशासकी), एमसीएल वेबसाइटों पर अपलोड करने के लिए

11-1-22
महाप्रबंधक (विपणन और बिक्री)
D.S.

QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR POWER PRODUCERS (EXCLUDING CPPs) - 2021-22 - PHASE-V

Table showing source wise offer by Road mode

Sl No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	Jagannath OCP	3701-4000	G12	(-) 100 MM	4.00	896	1076
2	Ananta OCP	3701-4000	G12	(-) 100 MM	4.00	896	1076
3	Lingaraj OCP	3701-4000	G12	(-) 100 MM	3.00	896	1076
4	Balaram OCP	3401-3700	G13	(-) 100 MM	10.00	827	910
5	Bharatpur OCP	3401-3700	G13	(-) 100 MM	8.00	827	993
6	Kaniha OCP	3401-3700	G13	(-) 100 MM	5.00	827	993
7	Kulda OCP	3401-3700	G13	(-) 100 MM	8.00	827	993
8	Hinguta OCP	3101-3400	G14	(-) 100 MM	10.00	758	796
9	Lakhanpur OCP	3101-3400	G14	(-) 100 MM	4.00	758	910
10	Garjanbahal OCP	3101-3400	G14	(-) 100 MM	7.00	758	910
11	Sarnleswari OCP	3101-3400	G14	(-) 100 MM	5.00	758	910
TOTAL BY ROAD					68		

Table showing source wise offer by Rail mode

Sl No.	SIDING	GCV	GRADE	SIZE	Total Qty		Notified Price (Rs/Te)	Reserve Price Rs./Te
					(Fig in Lakh. Tes)	In Rakes #		
1	Spur I & II	3701-4000	G12	(-) 100 MM	1.20	30	896	1120
2	Spur III & IV	3701-4000	G12	(-) 100 MM	1.20	30	896	1120
3	Spur V & VI	3701-4000	G12	(-) 100 MM	2.00	50	896	1120
4	Bharatpur Silo	3401-3700	G13	(-) 100 MM	1.60	40	827	1034
5	SPUR-IX	3401-3700	G13	(-) 100 MM	3.20	80	827	952
6	LOCM-III	3101-3400	G14	(-) 100 MM	4.00	100	758	948
7	BOCM-III	3101-3400	G14	(-) 100 MM	5.00	125	758	948
8	BOCM-VI/VII	3101-3400	G14	(-) 100 MM	5.00	125	758	948
9	Sardega Siding	3401-3700	G13	(-) 100 MM	6.00	150	827	1034
TOTAL BY RAIL					29.20	730		

one rake equals to 4,000 tes approximately.

The total offer under this e-Auction for both Rail & Road mode is **97.20 lakh tes** against 20 number of lots.

- In Sardega siding, G13 & G14 grade coal will be loaded as per availability & billing will be made accordingly.
- Reserve Price is excluding Statutory Charges, STC, etc. which will be charged extra as per notification/applicable.
- Sizing Charges shall be charged extra as applicable as per notification/applicable.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch will vary in line with changes in CIL notified Price of coal, if any. The notice in this regard is available in the website of MCL.
- In case of revision of declared grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M:Special E-auction:547 dtd 13.05.2016

Annex P 17 – Details of secondary fuel consumption
 Details of Consumption of Secondary Fuel :

Month	LDO Unit 1						LDO Unit 2													
	Opening Stock		Purchase		Inter unit Transfer		Consumption		Closing Stock		Opening Stock		Purchase		Inter unit Transfer		Consumption		Closing Stock	
	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)	Qty (KI)	Value (Rs.)
Apr-21	572	2,62,55,323	-	-	-	-	572	2,62,55,323	-	-	35	14,90,729	-	-	-	-	-	-	35	14,90,729
May-21	572	2,62,55,323	-	-	-60	-27,51,943	378	1,73,25,728	-135	-81,77,853	35	14,90,729	-	-	60	27,51,943	-77	-34,37,360	18	8,05,311
Jun-21	378	1,73,25,728	150	83,55,628	-50	-22,53,286	478	2,33,80,070	-	-	18	8,05,311	-	-	50	22,53,286	-55	-30,25,354	2	73,243
Jul-21	478	2,33,80,070	-	97,704	-	-	352	1,73,12,503	-125	-61,74,171	2	73,243	-	-	-	-	-	-	2	73,243
Aug-21	352	1,73,12,503	90	53,38,978	-100	-51,22,487	342	1,75,27,064	-	-	2	73,243	-	-	100	51,22,487	-70	-35,72,301	32	16,23,438
Sep-21	342	1,75,27,064	120	68,71,548	-150	-83,89,269	302	1,50,09,294	-	-	32	16,23,438	-	-	150	83,89,269	-100	-67,02,856	6	3,09,951
Oct-21	302	1,50,09,294	418	2,71,03,604	-110	-61,14,304	356	2,16,07,693	-254	-1,53,51,001	6	3,09,951	-	-	110	61,14,304	-150	-80,98,908	6	3,25,349
Nov-21	356	2,16,07,693	114	78,80,843	-75	-47,39,674	202	1,27,68,919	-183	-1,19,60,115	6	3,25,349	-	-	75	47,39,674	-76	-47,60,124	5	3,04,898
Dec-21	202	1,27,68,919	114	78,41,539	-	-	316	2,04,10,157	-	-	5	3,04,898	-	-	-	-	-	-	5	3,04,898
Jan-22	316	2,04,10,157	142	90,82,445	-80	-50,65,949	378	2,44,03,953	-	-	5	3,04,898	-	-	80	50,66,849	-76	-48,10,021	9	5,61,527
Feb-22	378	2,44,03,953	86	38,48,168	-	-	463	2,41,71,989	-53	-40,82,132	9	5,61,527	-	-	-	-	-	-	9	5,61,527
Mar-22	373	2,41,71,989	30	23,06,466	-	-	403	2,64,79,455	-	-	9	5,61,527	-	-	-	-	-	-	9	5,61,527
FY 21-22	572	2,62,55,323	1,236	7,85,05,925	-635	-3,44,77,721	403	11,40,88,999	-770	-4,28,65,071	35	14,90,729	-	-	635	3,44,77,721	-661	-3,54,08,923	9	5,61,527

Annex P 18 - Landed cost of secondary fuel
 Details of Secondary Fuel procurement for determination of landed cost;
 Secondary Fuel purchase (LDO)

Sr.No.	Detail of bill						Transportation Cost			Other Charges (In Rs.)	Landed Cost	
	Bill No.	Bill date	Quantity as per bill (In Kl)	Quantity as per GRN (In Kl)	Bill Amount (In Rs.)	Rate /Kl	Bill No.	Bill date	Cost of Transportation (In Rs.)		Total Amount (Reconciled with receipt)	Rate per Kl
	A	B	C	D	E	F = E/C	G	H	I		J	K = E+I
1	21000963	24-6-21	30	30	1682949	56098	41	27-06-2021	35595		1718544	57285
2	21000823	14-6-21	30	30	1634097	54470	41	27-06-2021	35595		1669692	55656
3	21000872	16-6-21	30	30	1682949	56098	41	27-06-2021	35595		1718544	57285
4	21000786	11-6-21	30	30	1634097	54470	41	27-06-2021	35595		1669692	55656
5	21000789	11-6-21	30	30	1634097	54470	41	27-06-2021	35595		1669692	55656
6	21001496	13-8-21	30	30	1748031	58268	42	17-08-2021	35595		1783626	59454
7	21001494	13-8-21	30	30	1748031	58268	42	17-08-2021	35595		1783626	59454
8	21001530	14-8-21	30	30	1737057	57902	42	17-08-2021	35595		1772652	59088
9	21001798	10-9-21	30	30	1683603	56120	43	06-10-2021	35595		1719198	57307
10	21001807	10-9-21	30	30	1683603	56120	43	06-10-2021	35595		1719198	57307
11	21001826	13-9-21	30	30	1683603	56120	43	06-10-2021	35595		1719198	57307
12	21001827	13-9-21	30	30	1683603	56120	43	06-10-2021	35595		1719198	57307
13	21002062	30-9-21	30	30	1754049	58468	44	07-10-2021	35595		1789644	59655
14	21002057	30-9-21	30	30	1754049	58468	44	07-10-2021	35595		1789644	59655
15	21002061	30-9-21	30	30	1754049	58468	44	07-10-2021	35595		1789644	59655
16	21002105	6-10-21	30	30	1841841	61395	44	07-10-2021	35595		1877436	62581
17	21002104	6-10-21	30	30	1841841	61395	44	07-10-2021	35595		1877436	62581
18	21002299	23-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
19	21002325	25-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
20	21002323	25-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
21	21002346	27-10-21	28	28	1845265	65902	45	05-11-2021	33222		1878487	67089
22	21002348	27-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
23	21002349	27-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
24	21002353	27-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
25	21002368	29-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
26	21002370	29-10-21	30	30	1977069	65902	45	05-11-2021	35595		2012664	67089
27	21002452	11-11-21	30	30	2038311	67944	46	03-12-2021	35595		2073906	69130
28	21002474	13-11-21	24	24	1630649	67944	46	03-12-2021	28476		1659125	69130
29	21002473	13-11-21	30	30	2038311	67944	46	03-12-2021	35595		2073906	69130
30	21002472	13-11-21	30	30	2038311	67944	46	03-12-2021	35595		2073906	69130
31	21002667	2-12-21	30	30	1918659	63955	46	03-12-2021	35595		1954254	65142
32	21002668	2-12-21	30	30	1918659	63955	46	03-12-2021	35595		1954254	65142
33	21002956	28-12-21	30	30	1819539	60651	47	31-01-2022	35595		1855134	61838
34	21002963	28-12-21	24	24	1455631	60651	47	31-01-2022	28476		1484107	61838
35	21003219	25-1-22	30	30	1962201	65407	48	31-01-2022	35595		1997796	66593
36	21003222	25-1-22	30	30	1962201	65407	48	31-01-2022	35595		1997796	66593
37	21003253	28-1-22	30	30	1962201	65407	48	31-01-2022	35595		1997796	66593
38	21003239	27-1-22	24	24	1569761	65407	48	31-01-2022	28476		1598237	66593
39	21003236	27-1-22	28	28	1831388	65407	48	31-01-2022	33222		1864610	66593
40	21003287	31-1-22	28	28	1831388	65407	48	31-01-2022	33222	-7119	1857491	66339
41	21003288	31-1-22	30	30	1962201	65407	48	31-01-2022	35595	-7119	1990677	66336
42	21003712	15-3-22	30	29.985	2270889	75696	49	31-03-2022	35577		2306466	76882
Total 2021-22			1236	1235.99	77053666	62341			1466496	-14238	78505924	63516

Annexure P-19

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CHHATTISGARH STATE POWER TRADING COMPANY LTD.
2nd Floor, "Vidyut Seva Bhawan" Dangania, Raipur
GIN: U40100CT2008SGC020994

No./ CE/Tech.Cell/ LU2

Raipur 26 SEP 2015

To, DB Power Ltd.
3rd Floor, Naman Corporate Link, Opp. Dena Bank,
C-31, G-Block, Bandra - Kurla Complex, Bandra (E),
Mumbai - 400051, Maharashtra

Fax: - 022-39306008

Sub: - Invoice for Electricity Duty on energy sold to CSPTrdCL during August 2015.
Ref: - 1. Your invoice no. DBPL/PSR/CSPT/ED/100000208 dtd. 08.09.15.

This has reference to your letter cited above, vide which you have submitted the invoice for Electricity Duty to be paid to the Electrical Inspector, C.G. Govt. on energy sold by you to CSPTrdCL in August 2015. In this regard, this is to inform that you should pay the liable electricity duty directly to the Electrical Inspector, C.G. Govt. After that, the claim of this paid electricity duty alongwith supporting documents should be lodged to the CSPTrdCL and then the company will arrange to reimburse.

2. As such, the invoice in this regard submitted by you is being returned herewith for the action to be taken accordingly.

Enclosure: Original bill(5 pages)

Chief Engineer (Technical Cell)
CSPTrdCL/Raipur

Copy to:

1. The Executive Director (Commercial) CSPDCL, for your information please.

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Pl. R: C.S.P.T.C.U. RAIPUR
R/W No. 1154
Date 21.09.15

DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, Block G, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, Tel No +91-22-3930 6000, Fax No 09699610110

AR(2)
20/15

To
The Chief Engineer (Power Trading)
Chhattisgarh State Power Trading Co. Ltd.
2nd Floor, Vidyut Sewa Bhawan,
Dangania, Raipur (Chhattisgarh) PIN: 492013

Invoice: DBPL/PSR/CSPT/ED/100000208
Document Date : 08.09.2015
Due Date of Payment : 23.09.2015
Consumer Main Code : 300016

Ref: (a) The PPA dated 05.01.2011 between CSPTrdCL & DBPL
(b) WRPC REA August 2015 dated 04.09.2015

Subject: Invoice for Electricity Duty on energy sold from DBPL to CSP TrdCL in August'2015


Dear Sirs,

Pursuant to above cited documents, we submit this invoice for Electricity Duty on supply of power in August'2015. Under the clause 4.1.1(a) of the PPA dated 05.01.2015, these charges are payable by you.

Item	Description	Amount
10	Electricity Duty on sale of 35541330 kWh from DBPL Baradarha Generating Station @Rs. 0.05/ kWh,	17,77,066.50
	Total	17,77,066.50

Bill Amount in Words: Rupees Seventeen lakh Seventy Seven Thousand, Sixty Six and Paise Fifty Only.

Please arrange to remit the funds in our following account. We shall submit the TDS certificate by quarter end.

<p>Please reimburse the charges within 15 days. This is invoice of government No rebate for prompt payment is deductible.</p> <p>Bank A/c: D B Power Limited, State Bank of India, CAG Branch, Neville House, J N Heredia Marg, Ballard Estate, Mumbai, 400 001 A/c 31774817920, IFSC Code: SBIN0009995</p>	<p>Yours Truly For DB Power Limited</p>  <p>Authorised Signatory</p>
---	---

Encl: WRPC REA August 2015 dated 04.09.2015.

Registered Office: Office Block 1A, 5th Floor, Corporate Block, DB City Park, DB City Area Mills, Opposite M. P. Nagar Zone - I, Bhopal - 462016 (M. P.)

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भारत सरकार
Government of India
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
परिचयन क्षेत्रीय विद्युत समिति



आई एन / आई एस ओ :
9001-2008
IS/ISO: 9001-2008

Western Regional Power Committee

एक -3, एनएमडीसी क्षेत्र, अंधेरी (पूर्व), मुंबई - 400 093
F-3, MIDC Area, Andheri (East), Mumbai - 400 093

दूरभाष Phone: 022-2835 3222, 2820 0194, 95, 96
Website: www.wrpc.gov.in

फैक्स Fax: 022-2837 0193
E-mail: comml-wrpc@nic.in

No. WRPC/Comml-I/ABTREA/2015/8.0/ 7534

Date: 04 September 2015

सेवा में / To,
(सूची के अनुसार / As per list)

Sub: REA based on ABT for the month of Aug 2015

महोदय /Sir,

Please find enclosed herewith the Regional Energy Account for the month of **AUG 2015** prepared as per data furnished by WRLDC Mumbai.

All concerned entities are requested to intimate any discrepancy/error within 15 days from the date of issue of this REA for necessary action at our end.

Softcopy of the above Regional Energy Account is available on <http://www.wrpc.gov.in>

भवदीय/ Yours faithfully,

संलग्न : उपरोक्तानुसार / Encl: As above

अधीक्षक अभियंता (वाणिज्य) / Superintending Engineer (Comml)

Regional Energy Account
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2	Details Of Monthly Scheduled Energy of Gen. Stations	A-2.1, 2.2
3	Details Of Inter-Regional / Bi-Lateral Exchanges/MTOA	A-3a, 3b, 3c, 3d, 3e & 3f
4	Inter-regional Bi-lateral exchanges (Sending End, WR boundary, Peak/off-peak) as furnished by WRLCD	

Western Regional Power Committee
REGIONAL ENERGY ACCOUNT UNDER ABT FOR AUGUST 2015
Details of Intra-Regional Exchanges In WR

Dated: 4 th September 2015

WR-WR: Bilateral Exchanges		WR-WR: Bilateral Exchanges	
(Schedules at the State periphery of the respective states)		(Schedules at the State periphery of the respective states)	
Mundra APL to Gujarat (LTQA)		JPL-STG-1 to ESTL WR (TPCL)	225,000
JPL-II to ARVIND GUVNL (MPPJ)	4,464,000	KWPOL to ESTL WR (PXIL)	1,175,000
APL3 GUVNL to APLAS MSEB (MANIKARAN)	1,145,750	MPPMCL MSEB to ESTL WR (PXIL)	1,080,000
APL1 GUVNL to ALJCON MSEB (MANIKARAN)	1,522,800	JPL-STG-1 to ELRA MSEB (MPPJ)	1,050,720
APL1 GUVNL to ADJARS MSEB (MANIKARAN)	1,024,240	JPL-II to ETCA MSEB (MPPJ)	1,310,400
JNSTPP to BEST MSEB (PTC LTD)	29,250,000	JPL-II to EPL MSEB (MPPJ)	1,674,240
JNSTPP to BEST MSEB (SCL)	29,250,000	JCGPL GUVNL to SOLAR GOA (NVNVL)	778,410
JPL-II to BLVL MSEB (MPPJ)	842,400	JPL-STG-1 to GILP MSEB (MPPJ)	5,751,120
ACBIL to CSEB (CSPTROD CSEB)	842,400	JPL-II to GWRJHP MSEB (MPPJ)	702,000
APL3 GUVNL to CSEB (PTC LTD)	490,000	JPL-II to GWRJHP MSEB (MPPJ)	835,200
DBPOWER to CSEB (CSPTROD CSEB)	34,051,500	JPL-II to GWRJHP MSEB (MPPJ)	1,415,040
DBPOWER to CSEB (DBPOWER)	480,000	APL1 GUVNL to GILP2 MSEB (AEL)	2,051,840
JPL-II to CSEB (CSPTROD CSEB)	20,736,675	APL1 GUVNL to GILP3 MSEB (AEL)	2,256,720
SPECTRUM to CSEB (CSPTROD CSEB)	1,056,000	JPL-STG-1 to GTINL MSEB (MPPJ)	2,365,920
JPL-STG-1 to CEAT MSEB (MPPJ)	3,681,040	JPL-STG-1 to GTINL MSEB (MPPJ)	2,081,760
JPL-STG-1 to CGL MSEB (MPPJ)	1,202,160	JPL-II to INDOFIL MSEB (MPPJ)	782,800
JPL-STG-1 to CPPL MSEB (MPPJ)	2,388,240	JPL-II to ICL MSEB (MPPJ)	683,760
APL1 GUVNL to CCPJ-M60 MSEB (AEL)	946,400	JPL-II to JSSSG C MSEB (MPPJ)	1,210,400
APL3 GUVNL to DD (PXIL)	590,000	JPL-II to JSSSG C MSEB (MPPJ)	1,210,400
JPL-STG-1 to DJPL MSEB (MPPJ)	711,360	JPL-II to KOJPL MSEB (MPPJ)	842,400
APL2 GUVNL to ESTL WR (LEXL)	768,000	APL1 GUVNL to KIL MSEB (AEL)	2,240,160
APL2 GUVNL to ESTL WR (MANIKARAN)	480,000	JPL-II to KILL MSEB (MPPJ)	972,040
DBPOWER to ESTL WR (PXIL)	54,078,750	APL2 GUVNL to MSEB (AEL)	2,618,400
JPL-STG-1 to ESTL WR (PXIL)	570,000	APL2 GUVNL to MSEB (PXIL)	880,000

Figures are in KWH

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पश्चिम क्षेत्रिय भार प्रेषण केन्द्र
Western Regional Load Despatch Centre,
Mumbai 400 093. Website: www.wrldc.com



No. WR/LDC/OA/ST/OA

Dated : 3-Sep-2015

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Summary of Open Access Transactional Bilateral Exchanges from 1-Aug-15 to 31-Aug-15
* All figures are in MWh, Sending End figures are at State Boundary

	Sending End	WR Boundary	Peak	Offpeak
Buyer: CSEB	68,352.252200	64,730.175000	16,698.810900	49,791.333600
Seller: ACBIL	9,149.332800	8,888.000000	2,266.621800	6,879.911200
23570F	795.782400	744.000000	191.445600	574.336800
23569F	8,380.550400	8,142.000000	2,075.076000	6,305.474400
Seller: DBPOWER	38,948.111400	34,081.500000	8,770.888800	28,277.222600
23636D	1,140.814400	1,104.000000	285.153600	858.460800
23673D	1,140.814400	1,104.000000	285.153600	858.460800
23627F	32,768.852800	31,843.500000	8,200.576000	24,568.304000
Seller: JPL-II	21,072.249600	20,738.875000	5,252.121600	15,820.128000
23571F	21,072.249600	20,738.875000	5,252.121600	15,820.128000
Seller: SPECTRUM	1,086.568400	1,058.000000	271.389600	814.168800
23566F	1,086.568400	1,058.000000	271.389600	814.168800
Trader: DBPOWER	493.219200	480.000000	123.304800	369.914400
Buyer: CSEB	493.219200	480.000000	123.304800	369.914400
Seller: DBPOWER	493.219200	480.000000	123.304800	369.914400
23770C	493.219200	480.000000	123.304800	369.914400
Trader: GMRETC	77,996.582000	75,779.500000	24,179.097600	53,817.484400
Buyer: TPC MSEB	77,996.582000	75,779.500000	24,179.097600	53,817.484400
Seller: EMCO	77,996.582000	75,779.500000	24,179.097600	53,817.484400
23567A	77,996.582000	75,779.500000	24,179.097600	53,817.484400
Trader: JEXL	783.207600	768.000000	51.119600	732.088000
Buyer: ESIL WR	783.207600	768.000000	51.119600	732.088000
Seller: APL1 GUVNL	783.207600	768.000000	51.119600	732.088000
23707C	284.229200	278.000000	51.119600	233.109600
23846C	498.982400	490.000000	0.000000	498.982400
Trader: KISPL	481.822400	488.000000	123.338400	387.684000
Buyer: TRN ENERGY	481.822400	488.000000	123.338400	387.684000
Seller: ACBIL	481.822400	488.000000	123.338400	387.684000
23748C	12.331200	12.000000	5.165600	6.165600
23945D	24.633600	24.000000	6.168400	18.475200
23863D	24.652800	24.000000	6.163200	18.489600
23874D	24.652800	24.000000	6.163200	18.489600
23881D	24.652800	24.000000	6.163200	18.489600
23896D	24.652800	24.000000	6.163200	18.489600
23911D	24.652800	24.000000	6.163200	18.489600
23934C	24.652800	24.000000	6.163200	18.489600
23839D	24.652800	24.000000	6.163200	18.489600
23756D	24.662400	24.000000	6.165600	18.498800
23766D	24.662400	24.000000	6.165600	18.498800
23781D	24.662400	24.000000	6.165600	18.498800
23789D	24.662400	24.000000	6.165600	18.498800
23792D	24.691200	24.000000	6.172800	18.518400
23798D	24.691200	24.000000	6.172800	18.518400
23806D	24.691200	24.000000	6.172800	18.518400
23817D	24.691200	24.000000	6.172800	18.518400
23829D	24.691200	24.000000	6.172800	18.518400
23838D	24.691200	24.000000	6.172800	18.518400
23847D	24.691200	24.000000	6.172800	18.518400
Trader: MANIKARAN	7,851.267200	7,499.440000	1,890.868000	5,860.399200
Buyer: ADCLBS MSEB	1,043.417600	1,024.240000	260.854400	782.563200
Seller: APL1 GUVNL	1,043.417600	1,024.240000	260.854400	782.563200
23572F	1,043.417600	1,024.240000	260.854400	782.563200
Buyer: ALICON MSEB	1,551.427200	1,522.800000	387.856800	1,163.570400

पंजीकृत

कार्यालय, मुख्य विद्युत निरीक्षक छ0ग0 शासन
'बी' ब्लॉक, द्वितीय तल, इन्द्रावती भवन, चवारायपुर, अटलनगर, रायपुर (छ.ग.)
दूरभाष क्र. 0771 -2331482, Email - ceirapur@gmail.com

क्रमांक / वि.शु. / तेरह /
प्रति,

507 / मु.वि.नि. / अटलनगर / दिनांक : 02/8/2022

मेसर्स डी.वी. पावर लिमिटेड
ग्राम-बड़ादरहा, पोस्ट-कांवली,
तहसील-डभरा, जिला-जांजागीर चांपा (छ.ग)

विषय : विलंब/कम भुगतान पर देय ब्याज की राशि का भुगतान करने वावत।
संदर्भ : इस कार्यालय का पत्र क्रमांक 374 दिनांक 30.06.2022.

--- 00 ---

विषयान्तर्गत संदर्भित पत्रों का अवलोकन करने का कष्ट करें। पत्र क्रमांक (1) द्वारा आपके पावर प्लांट में स्थापित 2x600 मेगावाट द्वारा उत्पादित एवं खपत की गई विद्युत इकाईयों (आकजलरी तथा विद्युत मंडल को विक्रीत यूनिट) हेतु मांगपत्र माह अगस्त 2015 से अप्रैल 2022 तक प्रेषित किया था।

संशोधित मांग पत्र पुनः माह अगस्त 2015 से जून 2022 तक उत्पादित विद्युत इकाईयों में से आकजलरी तथा छ.ग.रा.वि.वि.कंपन्नी मर्याद को विक्रीत यूनिट पर देय विद्युत शुल्क की राशि रूपये 2617376874.00 में से आपके द्वारा भिन्न-भिन्न माहों में भुगतान की गई राशि रु. 2617376876.00 के समायोजन पश्चात् विलंब/कम भुगतान पर देय कुल ब्याज की राशि रूपये 930577208.00 भुगतान आपेक्षित है।

आगामी माहों उत्पादित/खपत विवरण प्रपत्र 'जी' / मानीटरिंग विवरण प्रत्येक माह नियमित रूप से प्रेषित किया जावे।

संलग्न : गणना पत्रक।

(एच0 टोप्पो)

अधीक्षण अभियंता (वि.सु.) एवं
मुख्य विद्युत निरीक्षक

पृ. क्रमांक / वि.शु. / तेरह /

/ मु.वि.नि. / अटलनगर / दिनांक : /8/2022

प्रतिलिपि :- की ओर उपरोक्तानुसार वसूली की कार्यवाही हेतु।

- (1) कार्यपालन अभियंता (वि.सु.) एवं संभागीय विद्युत निरीक्षक छ.ग. शासन संभाग बिलासपुर।
- (2) सहायक अभियंता (वि.सु.) एवं सहायक विद्युत निरीक्षक छ.ग. शासन उपसंभाग कोरबा।

संलग्न : गणना पत्रक।

(एच0 टोप्पो)

अधीक्षण अभियंता (वि.सु.) एवं
मुख्य विद्युत निरीक्षक

मेसर्स डी.बी. पावर लिमिटेड, बखारहा, जिला-जांजगीर चांपा (छ.ग.)

माह	आकलनीय व्यय KWH	दर	विद्युत शुल्क	CSMAT को विक्रीत यूनिट 0 से 05 प्रति यूनिट	विद्युत शुल्क	कुल विद्युत शुल्क	दिया गया शुल्क	शालय दिनांक	समाप्त परमाणु शक्ति	भार की राशि	अंतर की राशि पर मिलने अवधि	व्याज	कुल व्याज	व्याज की राशि का समायोजन परमाणु देय ब्याज की राशि	कुल देय		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Aug-15	20772700	6.65,15%	23024184	35541330	1777067	24801251	13799316	01-10-15	2909968066	9001935	As Per direction High court bilaspur 20% Amount of Interest Amt -	11522476	11522476	196162174	11522476	207684654	0
Sep-15	14138000	--	15666617	16087683	854384	16474001	10347534	30-10-15	284871598	6126467			7719349	188442825	7719349	188442825	0
Oct-15	20370000	--	22476504	13446640	572932	25149232	14322374	30-11-15	270047440	8328558			10945304	177497521	10945304	177497521	0
Nov-15	17621000	--	3972922	1196272	554764	20384706	12448939	31-12-15	368408974	7633767			9315635	168181886	9315635	168181886	0
Dec-15	19066000	--	2116633	1146815	572402	21738175	13463202	29-01-16	260134041	8274933			9929019	158251967	9929019	158251967	0
Jan-16	18271600	--	2636192	11474121	577769	20934688	12974131	29-02-16	252173274	7960767			6363765	148858262	6363765	148858262	0
Feb-16	15273000	--	17034408	14315682	717785	17754193	11092675	31-3-16	243517556	6661518			7227560	141130902	7227560	141130902	0
Mar-16	19822600	--	21962215	6161177	458059	22450274	13851814	29-04-16	236913297	8598169			9802244	131328658	9802244	131328658	0
Apr-16	35854600	6.65,15%	35284992	38010551	1666528	34385530	26102923	30-31-05-16	229630700	8282597			9276508	122052190	9276508	122052190	0
May-16	36059000	--	31763254	28872977	1443649	33207103	25104474	30-06-16	229512071	8098629			8908492	113143658	8908492	113143658	0
Jun-16	33448000	--	30303888	44901932	2245087	32548945	15167670	10-07-17	203150757	17381315			18771820	94371838	18771820	94371838	0
Jul-16	34577000	--	3126762	166021914	8601096	39327858	20484508	11-01-17	186952501	18443350			22451	94349387	22451	94349387	0
Aug-16	25402000	--	23614212	82643060	4102150	27116362	15342832	10-01-17	183181070	11773530			0	62554965	0	62554965	0
Sep-16	39595000	--	35873670	81762225	4089111	39962181	4102150	28-09-16	187282220	16046801			0	0	0	0	0
Oct-16	37150000	--	33657966	258476560	12920830	46578736	23915380	11-01-17	171235419	33657966			16367737	46187228	16367737	46187228	0
Nov-16	29597000	--	26814882	18246960	912348	27727230	12920830	27-12-16	141066630	26814882			26278584	12529328	26278584	12529328	0
					912348	27727230	912348	27-12-16	114851738	26814882			26278584	-13749256	26278584	-13749256	13749256

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Dec-16	33406000	--	--	30265636	18967440	948372	31214205	948372	27.02.17	84585912	30265636		0	48	24	29055203		29055203
Jan-17	35375000	--	--	32049750	18877220	943886	32993636	943886	27.02.17	52536162	32049750		0	47	24	30126765		30126765
Feb-17	32241120	--	--	29210455	34987220	1749361	30959816	1747361	27.03.17	23323707	29212455		0	46	24	26875459		26875459
Mar-17	33325000	--	--	30192450	28477235	1423862	31616312	2000	15-11-21	23325707	0		0	49	24	2240		2240
Apr-17	4032000	6.41x15%		3876688	1945693	972785	3973273	320000000	12-04-21	31313257						29588601		29588601
May-17	37932000	--	--	36471618	18916334	545817	37317435	972785	24.05.17	274373270	38759988		0	48	24	37209588		37209588
Jun-17	36612130	--	--	35202563	25813234	1290662	36493225	845817	30.06.17	237901652	36471618		0	47	24	34283321		34283321
Jul-17	34073000	--	--	32761190	24022215	1201111	33962301	1290662	25-07-17	202690089	35202563		0	46	24	32386358		32386358
Aug-17	25216000	--	--	24245184	19149940	1889288	26134472	1201111	22.23.08.17	169937909	32761160		0	45	24	29485071		29485071
Sep-17	26765000	--	--	25729740	19149940	957497	26687237	1889288	25.09.17	145692716	24245184		0	44	24	21335762		21335762
Oct-17	23122000	--	--	22231803	8313773	415839	22647492	957497	24.10.17	119962976	23729740		0	43	24	22727576		22727576
Nov-17	24219000	--	--	23285869	21923820	1096191	24382760	415839	29.11.17	97731173	22231803		0	42	24	18674714		18674714
Dec-17	23313000	--	--	22415450	0	0	22415450	1096191	26.12.17	74444604	23286569		0	41	24	19094987		19094987
Jan-18	34669000	--	--	32757544	21368425	1069421	33826765	0	0	52029154	22415450		0	40	24	17923360		17923360
Feb-18	31353000	--	--	30145910	33996276	1699814	31845724	1069421	27.02.18	19271810	32757344		0	39	24	25550729		25550729
Mar-18	33368000	--	--	32083332	22615710	1130786	33214118	177622618	27-05-21	166778518						0		0
Apr-18	32929980	6.20x1.5%		30624881	14144648	707232	31332113	1130786	27.04.18	134695187	32083332		0	37	24	23741665		23741665
May-18	41724000	--	--	38893320	32250286	1612514	40415834	707232	29.05.18	104070305	30624881		0	36	24	22649915		22649915
Jun-18	36340000	--	--	33786990	14506460	725328	34512228	1612514	30.06.18	65266985	38893320		0	35	24	27162524		27162524
Jul-18	30114000	--	--	28096020	34808041	1740402	29746422	725328	27.07.18	31480082	33786903		0	34	24	22975094		22975094
Aug-18	25829000	--	--	24020970	15147978	757399	24778369	1740402	03.08.18	3474082	28096020		0	33	24	18483973		18483973
Sep-18	33852000	--	--	31482360	15886180	794309	32276669	757399	28-09-18	-20516908	24020970		0	33	24	15853840		15853840
Oct-18	33195000	--	--	30871350	15152220	757611	31628961	548009021	30-06-21	527462113								
Nov-18	25308000	--	--	23536440	14635738	731787	24268227	794309	29.10.18	495979753	31482360		0	32	24	20148710		20148710
Dec-18	22746000	--	--	21153780	13132674	656634	21810414	757611	29-11-23	465108403	30871350		0	31	24	19140237		19140237
								731787	18.12.18	441571963	23536440		0	30	24	14121864		14121864
								656634	17.01.19	420418183	21153780		0	29	24	12269192		12269192

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Jan-19	3104000	--	--	2887920	4857869	242878	2911378	242878	230219	391547263	26870920			0	28 x 24	16167715		16167715
Feb-19	2882500	--	--	2881850	0	0	2681850	0	0	36473071	2681850			0	27 x 24	1480947		1480947
Mar-19	2921000	--	--	2784810	863773	432689	2769749	432689	1440519	317465903	27264810			0	26 x 24	14177701		14177701
Apr-19	3330000	607315	--	3032322	5374896	2788745	33082037	2788745	2240519	307142042	30323202			0	25 x 24	15161646		15161646
May-19	35981000	--	--	3270770	26670665	1833535	34694236	1833535	250619	274581911	35760701			0	24 x 24	15725136		15725136
Jun-19	39368000	--	--	32628678	0	0	32628678	0	0	241351333	12628678			0	23 x 24	15669192		15669192
Jul-19	32852066	--	--	29918333	22918580	1146979	31057812	1146979	200819	211341406	29918333			0	22 x 24	13161207		13161207
Aug-19	27809368	--	--	25320430	38652561	947615	26280045	947615	2749619	186520979	25320430			0	21 x 24	10634580		10634580
Sep-19	2835950	--	--	25821370	41807075	2075554	27896724	2075554	311019	166699400	25821370			0	20 x 24	10328548		10328548
Oct-19	2684442	--	--	24525860	41160185	2058089	26499969	2058089	261119	136166640	24525860			0	19 x 24	9322525		9322525
Nov-19	24772913	--	--	2245577	40368964	2018445	24574182	2018445	171219	113610903	22455757			0	18 x 24	8120965		8120965
Dec-19	2480052	--	--	2258022	4035712	2017586	2458033	2017586	1649120	91034456	22480447			0	17 x 24	7677352		7677352
Jan-20	30695642	--	--	27843382	41602567	2080278	30328660	2080278	2640220	63082074	27948382			0	16 x 24	5943482		5943482
Feb-20	30416379	--	--	27662105	38896976	1947290	29634404	1947290	2740320	35387969	27662105			0	15 x 24	5208231		5208231
Mar-20	32001187	--	--	29683381	37457864	1872800	31556271	1872800	2840420	3704588	29683381			0	14 x 24	4311347		4311347
Apr-20	22381267	--	--	2037234	40164347	2025217	22386452	2025217	150520	98220729	20378235			0	16 x 24	6521035		6521035
May-20	35808824	--	--	32603934	41254113	2076216	34690150	2076216	260620	65616795	32603934			0	15 x 24	9781180		9781180
Jun-20	36224977	543115	--	3251028	26772569	1338628	35648912	1338628	220720	33306511	32310284			0	14 x 24	9046880		9046880
Jul-20	38510461	--	--	34225055	38882259	1944161	36199216	1944161	200826	337839475	34225055			0	23 x 24	15757326		15757326
Aug-20	34661188	--	--	3083127	15125994	756285	31587412	756285	280926	307908348	3084127			0	22 x 24	13565946		13565946
Sep-20	33968006	--	--	30214541	2223291	366199	30580701	366199	211020	276793807	30214541			0	21 x 24	12690107		12690107
Oct-20	34635188	--	--	30808999	33422722	1671136	32479136	1671136	241120	245985807	30808999			0	20 x 24	12325200		12325200
Nov-20	36650189	--	--	32653343	36519965	1989998	34581341	1989998	301220	213385664	32603343			0	19 x 24	12388130		12388130
Dec-20	37939371	--	--	33747971	33227088	1666354	35413425	1666354	2740121	179638392	33747971			0	18 x 24	12148946		12148946
Jan-21	36815552	--	--	32747434	33489990	1674600	34421434	1674000	250221	146899558	32747431			0	17 x 24	11134128		11134128
Feb-21	36133734	--	--	32480956	6726969	336099	32476956	336000	2640321	114750002	32480956			0	16 x 24	10285106		10285106
Mar-21	44119645	--	--	39244424	7440600	372600	39616424	372000	2249121	75505578	39244424			0	15 x 24	11773327		11773327

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Apr-21	43983190	--	--	39123048	14400000	720000	39843048	720000	12-03-21	36382530	39123048		0	14 x 24	10954453	10954453		10954453
May-21	42276734	--	--	37605155	14389000	719450	38324605	719450	24-06-21	37605155		0	13 x 24	14 x 24	342335	342335	0	342335
Jun-21	44583371	--	--	39656909	14400000	720000	40376909	40376909	30-07-21			0	12 x 30				0	
Jul-21	4240916	--	--	37751195	36831000	1841550	39592745	39592745	27-08-21			0	11 x 20				0	
Aug-21	4150552	6.41*15%		39807888	26615738	1330787	41238375	41238376	29-09-21			0	10 x 20				0	
Sep-21	2770731	--	--	2664983	13150000	657500	27268483	27268484	29-10-21			0	9 x 20				0	
Oct-21	2697098	--	--	2603445	14150000	707500	26645980	26645980	29-11-21			0	8 x 20				0	
Nov-21	34298670	6.41*15%		35074321	21891000	1094550	34168871	34168871	28-12-21			0	7 x 15				0	
Dec-21	38619917	--	--	37133040	22200000	1116000	38249050	38249050	28-01-22			0	6 x 15				0	
Jan-22	3762135	--	--	36221758	26400000	1302000	37523758	37523758	26-02-22			0	5 x 15				0	
Feb-22	36949143	--	--	35527522	23023566	1151170	36678742	36678742	30-03-22			0	4 x 12				0	
Mar-22	42837927	--	--	41188667	40920000	2046000	43234667	43234666	28-04-22			0	3 x 12				0	
Apr-22	42487198	6.22*15%		39640558	20850747	1002538	40643094	40643094	27-05-22			0	2 x 12				0	
May-22	4540354	6.22*15%		42359463	34296410	1714821	44074284	44074284	29-06-22			0	1 x 12				0	
Jun-22	42391416	6.22*15%		39551191	25200000	1260000	40811191	40811191	29-07-22			0	0 x 12				0	
Total :				256466340		122770534	261736874	261736876				0			1138261858	1138261858	207684659	207684659

भुगतान की गई ब्याज की राशि 207684650
 शुद्ध देय ब्याज की राशि -- 936877208

(एच. टाप्पल)

अधीक्षण अभियंता (वि.सु.) एवं
 मुख्य विद्युत निरीक्षक

टीप :- 1. माह जून 2016 में आवकलरी खपत पर देय विद्युत चुल्क की राशि रु 15167670.00 चा.क्र. 194793 दिनांक 10.07.2017 द्वारा जना किया गया है. जो कि दिनांकीय शीर्ष 0043 में न किया जाकर किसी अन्य शीर्ष 00-2 में जना की गई है. न सुधार दिनांक 20.06.2022 को किया गया. राशि का समायोजन कर लिया गया है।

2. माननीय उच्च न्यायालय के आदेश के परिपालन में जमा राशि 320579027.00 चा. क्र. 512634 दिनांक 08.09.2021 में से 20 प्रतिशत की राशि रु. 207684650.00 ब्याज के रूप में भुगतान है, जिसका समायोजन माह अगस्त 2015 से आगे के माहों में किया गया है. मूलधन के रूप में राशि रु. 112894376.00 का समायोजन माह मार्च 2020 में से किया गया है।

Annexure P-21

Details of Water Charges Paid for FY 2021-22

Month	AS PER METER READING			As per agreement			Amount to be taken to P&L A/c (In Rs.)	Monthly adjusted from Prepaid (In Rs.)
	Quantity (In Cu Mtr)	Rate	Amount (In Rs.)	Minimum qty as per agreement (In Cu Mtr)	Rate	Amount (In Rs.) (In Rs.)		
Apr-21	1882310						1,03,52,705	1,03,52,705
May-21	1640117						94,87,500	94,87,500
Jun-21	1747338						96,10,359	96,10,359
Jul-21	1789197						98,40,584	98,40,584
Aug-21	1599584						94,87,500	94,87,500
Sep-21	1206742						94,87,500	94,87,500
Oct-21	967304						94,87,500	94,87,500
Nov-21	1722416						94,87,500	94,87,500
Dec-21	1649692						94,87,500	94,87,500
Jan-22	1710840						94,87,500	94,87,500
Feb-22	1492647						94,87,500	94,87,500
Mar-22	2120752						81,46,352	81,46,352
ToTal	1,95,28,939	5.50	10,74,09,165	2,07,00,000	5.50	11,38,50,000	11,38,50,000	11,38,50,000

Annex P-22 Month Wise Fly Ash Expenses details FY 2021-22

Expenses incurred on account of Fly Ash Expenses						
Month	Fly Ash Expenses (In Rs.)	Supplementary Invoice (In Rs.)	Total Fly Ash Expenses (In Rs.)	Supply % to CSPTradeco	Cost to CSPTradeco (In Rs.)	
Apr-21	3,00,26,678	5,43,269	3,05,69,947	1.85%	5,65,149	
May-21	2,88,06,818	8,42,694	2,96,49,512	2.13%	6,30,865	
Jun-21	3,79,04,971	12,66,493	3,91,71,464	1.91%	7,47,256	
Jul-21	3,24,00,454	39,264	3,24,39,718	5.23%	16,98,108	
Aug-21	3,44,26,796	1,16,592	3,45,43,388	3.87%	13,35,896	
Sep-21	3,42,93,788	90,234	3,43,84,022	3.27%	11,24,759	
Oct-21	5,58,85,486	20,280	5,59,05,766	3.38%	18,87,250	
Nov-21	8,58,31,480	8,47,716	8,66,79,196	3.63%	31,50,186	
Dec-21	11,94,25,282	-	11,94,25,282	2.77%	33,12,467	
Jan-22	11,60,55,637	50,27,008	12,10,82,645	3.38%	40,95,341	
Feb-22	12,16,53,741	2,26,24,800	14,42,78,541	3.17%	45,67,056	
Mar-22	13,31,57,190	-	13,31,57,190	4.84%	64,38,992	
TOTAL	82,98,68,319	3,14,18,350	86,12,86,669		2,95,53,326	

Annexure - P-22

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**Annex P-23 Month Wise supply of energy from DBPL to
CSPDCL during FY 2021-22**

Month	Unit supplied to CG (Kwh Units)
	(a)
Apr-21	14,400,000
May-21	14,389,000
Jun-21	14,400,000
Jul-21	36,831,000
Aug-21	26,615,738
Sep-21	13,150,000
Oct-21	14,150,000
Nov-21	21,891,000
Dec-21	22,320,000
Jan-22	26,040,000
Feb-22	23,023,396
Mar-22	40,920,000
Total	268,130,134.073

No. 23/22/2019-R&R
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 28th June, 2019

ORDER

Subject: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees -Reg

1.0 Under the Electricity Act 2003, Regional Load Despatch Centres (RLDC) and State Load Despatch Centres (SLDC) are cast with the statutory responsibility to ensure that the supply of electricity is made in accordance with the contracts.

2.0 Section 28 (3) (a) of the Electricity Act 2003 provides that the Regional Load Despatch Centre shall be responsible for optimum scheduling and despatch of electricity within the region, in accordance with the contracts entered into with the licensees or the generating companies operating in the region.

3.0 Similarly as per provisions of Section 32 (2)(a) the State Load Despatch Centre shall be responsible for optimum scheduling and despatch of electricity within a State, in accordance with the contracts entered into with the licensees or the generating companies operating in that State.

4.0 The Power Purchase Agreements have the provision regarding maintenance of adequate Payment Security Mechanism mainly in the form of Letters of Credit by the Distribution Licensees/ Procurers of Power. A robust Payment Security System requires adequacy and validity of Letter of Credit to cover the payments due on account of drawal of power.

5.0 It has been seen that despite the above provisions, the Letters of Credit are not being given and there is huge outstanding on account of unpaid power bills. This makes it difficult for the Generators to pay for the fuel, which has to be pre-paid, to continue the generation. The Generators are also required to pay to the Railways in advance for the rakes. If this situation persists, the Generators will not be able to pay for fuel/transportation leading to shortfall in generation of electricity. There will thus be wide spread load shedding on account of lack of generation. It is essential therefore that all the provisions mentioned above are implemented strictly. NLDC & RLDC are therefore directed as follows:

- i. In accordance with Section 28 (3) (a), the NLDC & RLDC shall despatch power only after it is intimated by the Generating Company and /Distribution Companies that a Letter of Credit for the desired quantum of power has been opened and copies made available to the concerned Generating Company.
- ii. The intimation to NLDC and RLDC shall specify the period of supply.

- iii. RLDC shall dispatch electricity only up to the quantity equivalent of value of Letter of Credit.
- iv. The dispatch shall stop once the quantum of electricity under LC is supplied.
- v. The concerned generating company shall be entitled to encash the LC after expiry of grace period, i.e. 45 to 60 days as provided in the PPA.
- vi. In the event power is not dispatched for any reason given above, the Distribution licensee shall continue to pay the Fixed Charge to the Generating Company.

6.0 It shall also be ensured by the Load Despatch Centre that the regulated entity, during the period of regulation, has no access to procure power from the Power Exchanges and they shall not be granted Short Term Open Access (STOA).

7.0 In case scheduling and despatch of power produced by any generator is not done due to non-opening of Letter of Credit by the Distribution licensee, then the Distribution licensee would be liable to pay compensation to the generator as per the terms of Power Purchase Agreement or Power Sale Agreement, as the case may be, the distribution licensee has entered in with the generator.

8.0 NLDC/RLDC/SLDC shall carry out such duty cast under Electricity Act, 2003 from 01.08.2019.

9.0 This issues with the approval of Minister of State (I/C) for Power and NRE.

D. K. L.

(Debranjana Chattopadhyay)
Under Secretary to the Government of India
Ph: 011-2373 0265

To,

- 1. CMD, POSOCO / Heads of NI.DC & RLDCs
- 2. Principal Secretary/Secretary (Power/Energy), State Governments/UTs – For necessary communication to Discoms/ SLDCs
- 3. All Generating Companies
- 4. All Distribution Companies

Copy to:

- 1. Chairperson, CEA, Sewa Bhawan, RK Puram, New, Delhi
- 2. Secretary, CERC/CR, Chandralok Building, Janpath, New Delhi

Copy also for information to:

- 1. All Joint Secretaries, Ministry of Power
- 2. PS to MOS (I/C) for Power and NRE
- 3. PPS to Secy.(P), PPS to AS(SNS), PPS to CE(RR)

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 17th July, 2019

CORRIGENDUM

Subject: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees - Reg

Reference this Ministry's Order of even no. dated 28.06.2019 (Copy enclosed):

2. The Ministry of New and Renewable Energy have brought to the notice of this Ministry that many of the Renewable energy generating stations are intra state generators.

3. Some States have requested that in case of delay etc. in the opening of LC, there should also be a provision for advance payment for supply for one day or more.

4. Therefore, it has been decided to partially modify the Order dated 28.06.2019 by adding the following:

I. Wherever the words 'NLDC & RLDC' occurred, the term, 'and State Load Despatch Centre (SLDC)' will be added after that.

II. After Para 5.0 (vi) of the aforesaid Order, the following paras will be added:

vii. The LC may be opened as per the PPA. However, the Distribution Company may open LC for a shorter duration say for supply corresponding to one week or fortnight. The same may be intimated to the respective LDCs and the generating company. In such cases also the LDCs shall schedule the power.

viii. In case of difficulty in opening of LC, Distribution Company may pay in advance through electronic mode the amount equal to the amount corresponding to atleast one day purchases of electricity and inform the same to the respective LDC. In such case also LDC shall schedule the power to the Distribution Company.

5. All other terms and conditions of the Ministry's Order of even No. dated 28.06.2019 will remain unchanged.

Encl: As above

gpc

(Debranjana Chattopadhyay)

Under Secretary to the Government of India

Ph: 011-2373 0265

To,

1. CMD, POSOCO /Heads of NLDC/RLDCs/SLDCs
2. Principal Secretary/Secretary (Power/Energy), State Governments/UTs – For necessary communication to Discoms
3. All Generating Companies
4. All Distribution Companies
5. Secretaries of All State Electricity Regulatory Commissions (SERCs)/JERCs.

Copy to:

1. Chairperson, CEA, Sewa Bhawan, RK Puram, New, Delhi
2. Secretary, CERC/FOR, Chandralok Building, Janpath, New Delhi

Copy also for information to:

1. All Joint Secretaries, Ministry of Power/EA, MoP
2. PS to MOS (I/C) for Power and NRE
3. PPS to Secretary (P), PPS to AS(SNS), PS to CE(RR), PS to Dir (R&R)

No. 23/22/2019-R&R
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 9th August, 2019

To

1. CMD, POSOCO /Heads of NLDC/RLDCs/SLDCs
2. Principal Secretary/Secretary (Power/Energy), State Governments/UTs
3. All Generating Companies
4. All Distribution Companies
5. Secretaries of All State Electricity Regulatory Commissions (SERCs)/JERCs.

Subject: Clarification on Order related to Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees.

Sir,

I am directed to refer to the Ministry of Power's Order of even number dated 28th June 2019 regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees and its Corrigendum issued on 17th July 2019 and the subsequent clarification issued on 23rd July 2019.

2. It has been brought to the notice of this Ministry that some Discoms have opened the conditional Letter of Credit, which requires approval from concerned Discom for encashment etc.
3. It is hereby clarified that:
 - a. Discoms are obliged to provide unconditional Letters of Credit for power purchases to be made from 01st August 2019 onwards.
 - b. Load Despatch Centres shall get confirmation from the Discoms that required unconditional Letter of Credit has been opened for the power purchase.
4. Discoms have to also ensure that the amount of Letter(s) of Credit equals the power purchase requirement for the billing cycle.
5. This issues with the approval of Hon'ble MoS(I/C) for Power and NRE.

Yours faithfully,



(D. Chattopadhyay)

Under Secretary to the Govt. of India
Tel: 2373 0265

Copy to:

1. Secretary, MNRE, CGO Complex, New Delhi
2. Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi
3. Secretary, CERC/FOR, Chanderlok Building, Janpath, New Delhi

Copy also for information to:

1. All Joint Secretaries/ EA, Ministry of Power
2. PS to MOS(I/C) for Power & NRE
3. PPS to Secy.(P), PPS to SS(Power), PPS to AS(R), PS to CE(RR), PS to Dir(RR)

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 25th February, 2021

To,

1. CMD, POSOCO / Heads of NLDC/RLDCs/SLDCs
2. Principal Secretary/Secretary (Power/Energy), State Governments/UTs
3. All Generating Companies
4. All Distribution Companies
5. All Transmission Companies
6. Secretaries of All State Electricity Regulatory Commissions (SERCs)/JERCs.

Subject: Revised Procedure for Scheduling of Power to Distribution Company in the event of Non-maintenance of Letter of Credit.

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 28.08.2020 on the above subject enclosing therewith revised Procedure for Scheduling of Power to Distribution Company in the event of Non-maintenance of Letter of Credit.

2. The aforesaid Procedure has been further revised/modified in light of Order No.23/22/2019-R&R dated 28th June, 2019 and subsequent clarifications issued by this Ministry. The revised Procedure is enclosed herewith for compliance by all stakeholders.

Encl: As above

Yours faithfully,

(Raja Ramaswamy)

Under Secretary to the Government of India
Ph: 011-2373 0265

Copy to:

1. Secretary, MNRE, New Delhi.
2. Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi.
3. Secretary, CERC/FOR, Chandralok Building, Janpath, New Delhi.

Copy also for information to:

1. All Joint Secretaries/CE, Ministry of Power
2. PS to MOS (I/C) for Power and NRE
3. Sr. PPS to Secy. (P), Sr. PPS to Sr. Advisor, PPS to AS (SKGR), PPS to JS (RR), PS to DS (R&R)

(25.02.2021)

Procedure for Scheduling of Power to Distribution Company in the event of Non maintenance of Letter of Credit

Ministry of Power, Government of India, vide Order no. 23/22/2019 -R&R dated 28th June, 2019 issued directions regarding opening and maintaining of Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Companies. A procedure for implementing the Payment Security Mechanism was issued by Ministry of Power vide letter dated 17th July 2019. This Procedure has been laid down in accordance with the provisions of the Electricity Act 2003.

In light of these directions of the Government and subsequent clarifications issued, the procedure for scheduling of power is modified as follows:

(a) Power will be scheduled for dispatch only after intimation is given to the appropriate Load Despatch Center (LDC) i.e. NLDC/RLDC/SLDC that Letter of Credit (LC) for the desired quantum of power w.r.t the generating stations has been opened. The intimation shall also specify the period of supply. The intimation of requisite LC having been opened will be given by the Distribution Company and confirmed by Generation Company. The intimation would not be accepted unless confirmed by both parties.

(b) The LC may be opened as per the PPA. However, the Distribution Company may open LC for a shorter duration, say for supply corresponding to one week or fortnight. The same may be intimated to the respective LDCs and the generating company. In such cases also the LDCs shall schedule the power.

(c) In case of difficulty in opening of LC, Distribution Company may pay in advance through electronic mode the amount equal to the amount corresponding to at least one day's purchases of electricity and inform the same to the respective LDC. In such a case also LDC shall schedule the power to the Distribution Company. The quantum of power so scheduled shall be limited to the quantum for which the money has been deposited.

(d) In case of non-maintenance of adequate LC or advance payment with respect to the generating station by the distribution company, the power supply from the generating station shall not be scheduled by the appropriate LDC to the concerned distribution company.

(e) The RLDC and/or SLDC, may temporarily review the schedule of power supply under this direction for maintaining the grid security, if any.

(f) The generating company or distribution company shall inform the appropriate LDC as soon as the Letter of Credit (LC) for the desired quantum has been opened/renewed or advance equal to one or more day's supply has been deposited. The power supply to the distribution company shall be restored at the earliest but not later than one day.

For intra-state generators, SLDCs shall validate the contracts entered by intra-State generators on PSM portal of NLDC within 15 days of entry else it will be taken as valid contracts and shall be monitored for PSM with a notification to respective SLDC in this regard.

(g) During this period of non-scheduling of power supply, the generating station shall continue to give scheduling related information as per the Grid Code every day on a day ahead basis.

(h) All the generating stations both inter-State and Intra-State, except State owned generating stations, shall provide the information of status of LC or advance payment against the long term or medium term transactions latest by 8 A.M in the Payment Security Mechanism (PSM) Portal of NLDC every day on a day ahead basis.

By 8.30 A.M., RLDCs for inter-State shall publish a list of entities of their respective region along with details of corresponding quantum of non-scheduling of power in their website on receipt of such information from PSM Portal of NLDC. RLDCs/SLDCs while scheduling power to the beneficiaries shall restrict the schedules of the concerned distribution company.

By 8.30 A.M., list of defaulting entities for intra-state generator also shall be generated and will be sent to respective SLDCs from the portal for non-scheduling by SLDCs.

On receipt of information on PSM status for intrastate generators, in case of non-maintenance of LC or advanced payment, the following actions shall be a prior requirement for taking action by NLDC/RLDCs regarding non-approval of STOA and no access to power exchanges:

- a. Payment default issue (either non-availability of LC or advance payment) has been taken up with SLDCs for non-scheduling by SLDCs.
- b. Encashment of LC done or LC encashment process initiated as per PPA.
- c. In case PPA clause provides the option to third party sale in case of default, actions for third party sale has been commenced.

After encashment of LC by the intra-state generator and non-scheduling by the concerned SLDC, RLDCs/NLDC shall take action for non-approval of STOA and stop access to power exchange for the defaulting entity.

The concerned intra-state generator shall be allowed to sell non-scheduled power to power market.

(i) The generating station and the distribution company shall adhere to the schedules and shall avoid deviations so as to ensure secure grid operation.

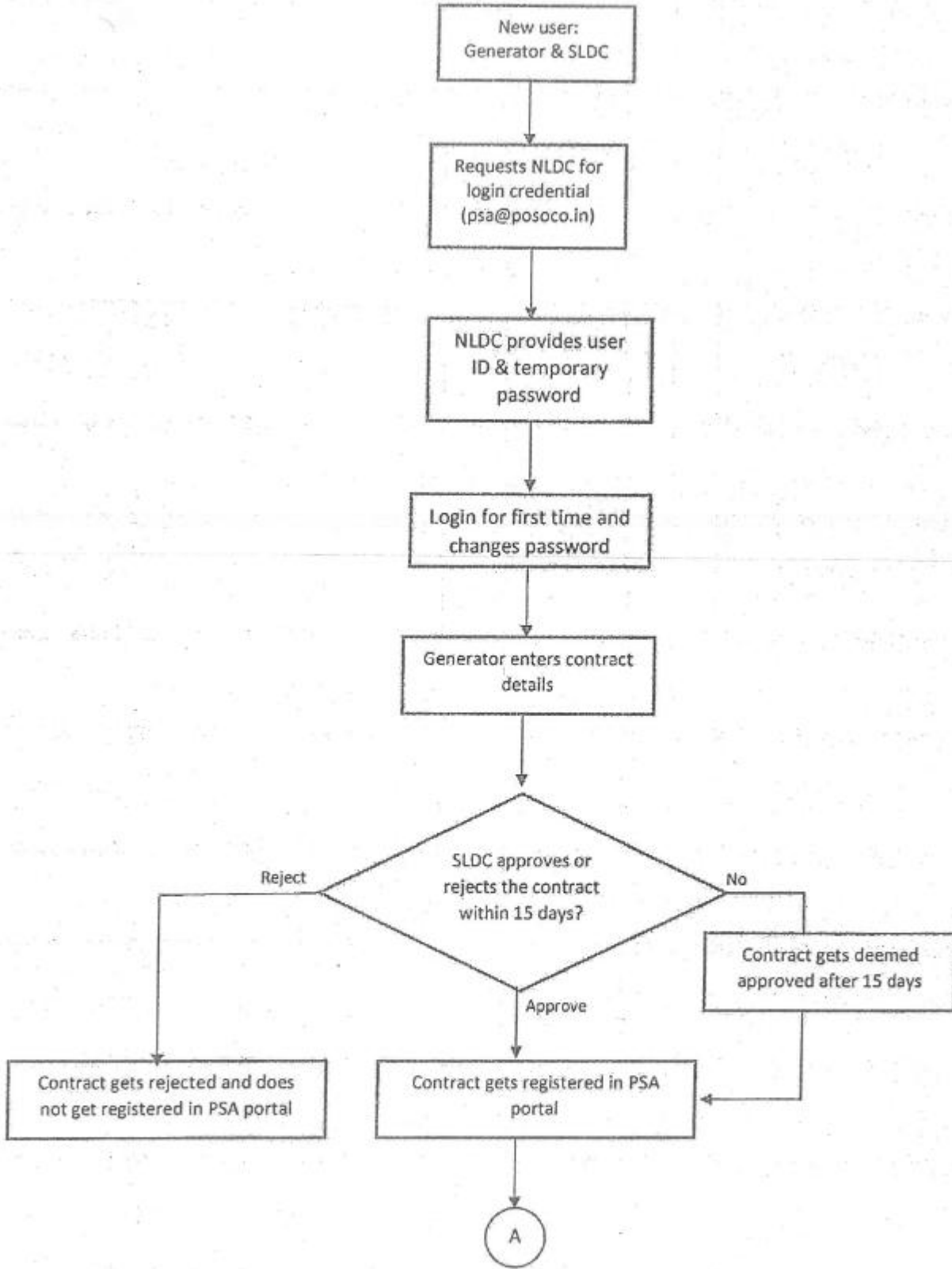
(j) In the case of regulation of power supply being implemented, NLDC shall also exclude such Regional Entity generating station from Reserve Regulation Ancillary Services (RRAS).

(k) It shall be ensured by the concerned LDC that such entity, during the period of non-scheduling of power on account of Non opening of LC or advance payment, has no access to procure power from the Power Exchange(s) and they shall not be granted Short Term Open Access (STOA).

(l) All inter-state and intra state generating stations, except State owned generating stations shall be covered under this procedure. The payment security mechanism to be maintained for the State owned Generating Stations may be as decided by the respective State Governments.

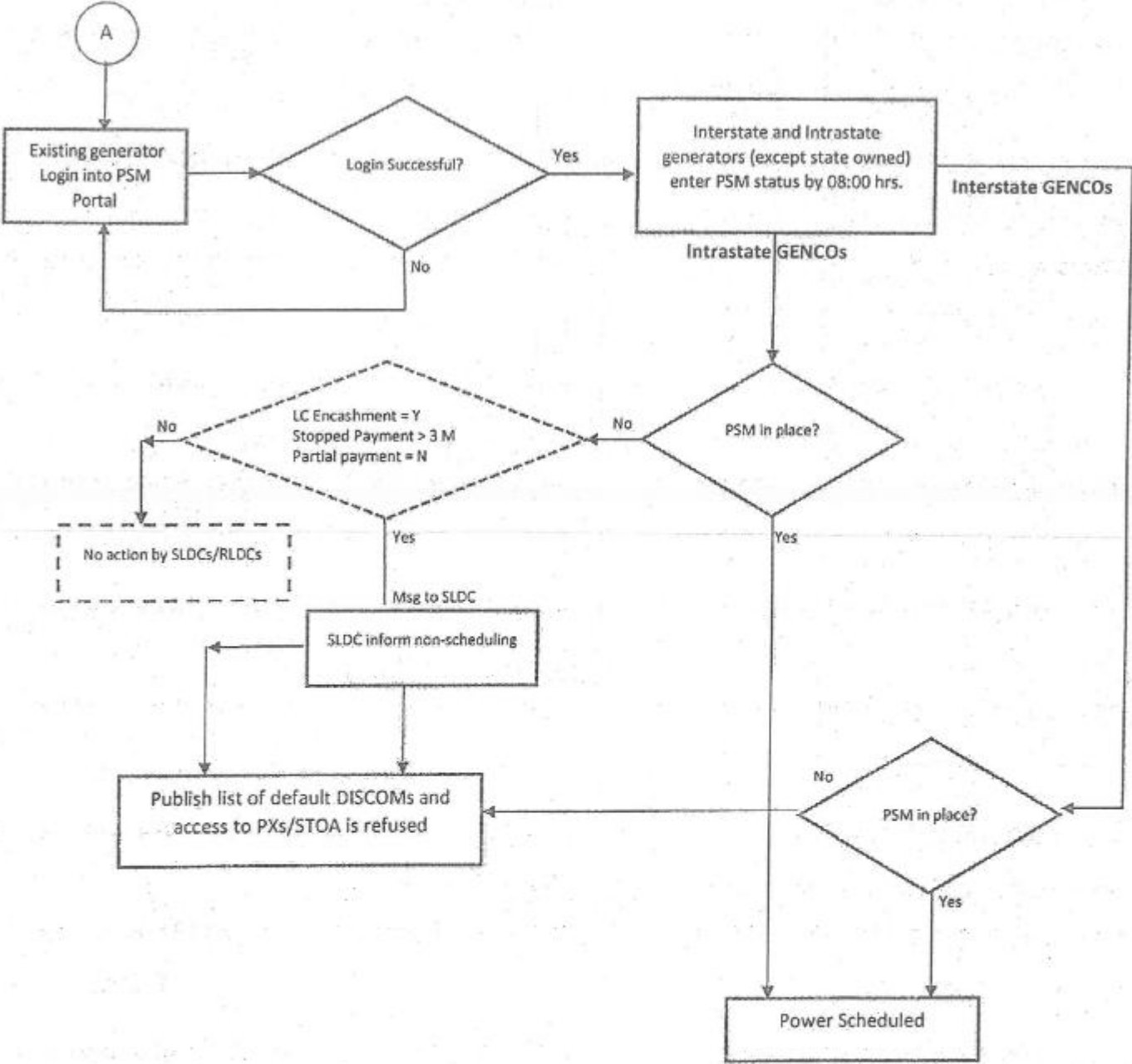
PAYMENT SECURITY MECHANISM
REGISTRATION (INTRA STATE)

265



PAYMENT SECURITY MECHANISM SCHEDULING

266





:44A:ANYWHERE IN CHHATTISGARH

:44B:CHHATTISGARH

:44C:20201231

:45A:FOR SUPPLY OF 5% VARIABLE COST POWER
RECEIVED FROM DB POWER LIMITED

:46A:1.THREE COPIES OF SIGNED COMMERCIAL INVOICE CLEARLY
SPECIFYING THE RATE PER KWH AND REBATE AS

APPLICABLE AS PER AGREEMENT ON EACH BILL OR PAYMENT.

2.INVOICE MENTIONING THE DATE BY WHICH THE PAYMENT MUST
BE MADE TO AVAIL THE REBATE.

3.SIGHT DRAFT FOR THE AMOUNT OF INVOICES IN 2 SETS.

4.COPY OF THE RELEVANT ENERGY ACCOUNT AS PER PPA FOR
THE POWER SUPPLIED BY MS DB POWER LIMITED
ON THE BASIS OF WHICH BILL HAS BEEN CLAIMED.

5.A CERTIFICATE FROM MS DB POWER LIMITED TO
THE EFFECT THAT THE INVOICE WHICH HAS REMAINED UNPAID
BY THE CSPTRADCL OR SPECIFIED PART THEREOF IS
IN ACCORDANCE WITH THE AGREEMENT AND HAS
REMAINED UNPAID BEYOND THE DUE DATE.

:47A:1.THE CREDIT IS REVOLVING CREDIT SUBJECT TO CONDITIONS THAT

I. ITS AMOUNT ONCE UTILIZED IN FULL WILL BE AGAIN AVAILABLE

FOR UTILIZATION ONLY AFTER THE PREVIOUS NEGOTIATIONS MADE

UNDER IT HAVE BEEN RETIRED BY THE DRAWERS AND ADVICE

THEREOF HAS BEEN RECEIVED BY THE NEGOTIATING BRANCH.

II.MS DB POWER LIMITED SHALL NOT DRAW UPON

SUCH LETTER OF CREDIT PRIOR TO THE 60 DAYS OF THE SUBMISSION
OF RELEVANT MONTHLY BILL.

2.AMOUNT OUTSTANDING UNDER THIS CREDIT AT ANY ONE TIME
NOT TO EXCEED RS. 67.50 LAKHS.

3.THIS CREDIT REVOLVING 4 TIMES IN A MONTH
ON 6TH, 13TH, 20TH, 27TH OR NEXT DAY IF
THE SAID DATE IS HOLIDAY.

4.THE TOTAL DRAWING UNDER THIS CREDIT NOT
TO EXCEED RS.2.70 CRORE.

5.THIS CREDIT IS AVAILABLE FOR NEGOTIATION
WITH UNION BANK OF INDIA LILY CHOWK BRANCH
PURANI BASTI RAIPUR.

6.DOCUMENTS TO BE PRESENTED WITHIN 15
DAYS AFTER DATE OF THE DOCUMENTS BUT
WITHIN THE VALIDITY OF THIS CREDIT.

7.BANKS LIABILITY UNDER THE LC WILL ONLY
ARISE IF DOCUMENTS ARE DRAWN STRICTLY UNDER
TERMS OF LC AND ARE ROUTED THROUGH OUR BRANCH.

DOCUMENTS SHOULD EVIDENCE DISPATCH MATERIAL

1.THREE COPIES OF SIGNED DETAILED COMMERCIAL
INVOICE CLEARLY SPECIFYING THE RATE PER KWH

AND REBATE AS APPLICABLE AS PER THE AGREEMENT

ON EACH BILL OR PAYMENT. INVOICE WILL CLEARLY MENTION

THE DATE BY WHICH THE PAYMENT MUST BE MADE TO AVAIL REBATE.

2.SIGNED SIGHT DRAFT FOR THE AMOUNT OF INVOICES IN 2 SETS.

3.COPY OF THE RELEVANT ENERGY ACCOUNT FOR WHICH
BILL HAS BEEN CLAIMED.

4.ANY STATUTORY LEVIES OR CHARGES WILL BE ON THE
ACCOUNT OF THE BENEFICIARY.

5.ALL COSTS RELATING TO OPENING AND MAINTENANCE OF THE LETTER
OF CREDIT SHALL BE BORNE BY CSPDCL.

6.THE LETTER OF CREDIT NEGOTIATION CHARGES SHALL BE BORNE AND
PAID BY MS TRN ENERGY PRIVATE LIMITED.





Lily chowk Branch Purani Basti Raipur CG 492001

Email Id- cbslilycwkraipur@unionbankofindia.com Ph no. 0771-2532528

Ref: Lily/ILCR/820/2020-21

DATE: 15.01.2021

AMENDMENT LETTER FOR LETTER OF CREDIT

TO
State Bank of India,
CAG Branch, Mumbai

Dear Sirs,

Reg : Our Irrevocable weekly revolving Documentary Credit No. 61940ILCR000820 Dtd.18-01-2020
enhance amount from Rs 67,50,000/- to Rs1,02,50,000/- with expiry date 31/12/2021

At the request of the openers, we have opened the above letter of credit as under:

Opener : CSPDCL on behalf of CSPTadCol

Beneficiary: M/s DB Power Limited
6, Dwarka Sadan, Press Complex, MP Nagar Zone-1 Bhopal-462011

Open Date :- 18.01.2020 Expiry Date :31.12.2021

We shall be pleased at our discretion, to negotiate bills drawn in strict conformity with the terms of this credit. Please go through the SFMS messages carefully.

707

[A: ILCF010707XXXUBIN0561941SBIN0009995111002XXXXXXXXXXXXXXXXXX2XXX20210115121
52384366841XXXXXXXXXXAA384366841XXXXX99)]{4:

Message

:20:61940ILCR000820

:21:NONREF

:52A:UBIN0561941

:31C:20200118

:30:20210115

:26E:1

:59:MS DB POWER LIMITED

6, DWARKA SADAN, PRESS COMPLEX

MP NAGAR ZONE 1 BHOPAL

:31E:20211231

:32B:INR3500000,00

:34B:INR10250000,00

:44C:20211231

:79:LC AMOUNT ENHANCED FROM RS 6750000

TO RS 10250000AS WELL AS WELL AS

LC RENEW FOR FURTHER ONE YEAR SO LC VALID

UPTO 31.12.2021.

EXCEPT ABOVE ALL OTHER TERM AND CONDITION

SHALL REMAIN UNCHANGED

-)



Branch Manager
Lily chowk Branch
Raipur

यूनियन बैंक
ऑफ इंडिया



Union Bank
of India

270

7. PLEASE SEE SPECIAL INSTRUCTIONS ATTACHED HERE WITH
FORMING AN INTEGRAL PART OF THIS CREDIT.

:49:WITHOUT

-)

Kindly acknowledge receipt.


Yours faithfully
Authorized Signatories
(Branch manager)

271



H. No. -427/428, Lily Chowk, Purani Basti, Ward No.-49, Raipur, Pin-492001
Tel-0771-2532528
Email Id :- lilycwkraipur@unionbankofindia.com

Ref:Lily/ILCR/820/2021-22 DATE: 30.12.2021

To,
The Branch Manager
State Bank of India
CAG Branch Mumbai

Sub: Amendment of Our Irrevocable Weekly revolving Documentary credit No. 61940ILCR000820 Dtd 30.12.2021 from Rs 1,02,50,000/- to Rs 1,75,87,500/- with expiry date 31-12-2022

At the request of the openers, we have amended the above letter of credit as under:

Opener : CSPDCL

Beneficiary : M/s DB Power Limited
6, Dwarika Sadan , Press Complex , MP Nagar Zone -1 Bhopal 462011
Open Date:-30.12.2021 Expiry Date :-31.12.2022

We shall be pleased at our discretion , to negotiate bills drawn in strict conformity with the terms of this credit .
Please go through the SFMS message carefully.

707
{A: ILCF010707XXXUBIN0561941SBIN0009995111002XXXXXXXXXXXXXXXXX2XXX20220107152129860
11487XXXXXXXXXAA886011487XXXX99}(4:
Message
:20:61940ILCR000820
:21:NONREF
:52A:UBIN0561941
:31C:20200118
:30:20211230
:26E:2
:59:MS DB POWER LIMITED
6, DWARKA SADAN, PRESS COMPLEX
MP NAGAR ZONE 1 BHOPAL
:31E:20221231
:39C:7337500.00
-)

Branch Manager
Lily Chowk
Raipur





272

DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, Block G, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-7156 6000, Fax No 09699610110

Billing Office: Village Baradarha, Tahsil- Dabhra, District – Janjgir Champa, 495695

Ref: DBPL/PSR/CSPTCL/CE.TechCell/FU-LC/944

Date: 16.02.2022

To:
The Chief Engineer (Technical Cell)
Chhattisgarh State Power Trading Company Ltd.
2nd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur – 392 016

E-Mail: CE.TechCell@gmail.com

Sub: Inadequateness of Payment Security and discrepancies in LC No. – 61940ILCR000820 and request for amendments for making the LC satisfactory.

References:

- (a) PPA dated 05.01.2011 between CSP TradeCo and DBPL (the PPA)
- (b) CSP TradeCo Letter CE/Trading/TechCell/45 dated 01.02.2021 alongwith Union Bank LC No. 61940ILCR000820 dated 15.01.2021 & 30.12.2021.
- (c) DBPL Letter DBPL/PSR/CSPTrdCL/CE.TechCell/920 dated 15.12.2021 (annex A)
- (d) DBPL Letter DBPL/PSR/CSPTrdCL/CE-TechCell/FU-LC/911 dated 12.11.2021
- (e) DBPL Letter DBPL/PSR/CSPTrdeCo/CE-TechCell/FU-LC/873 dated 02.08.2021
- (f) DBPL Letter DBPL/PSR/CSPTrdeCo/FU-LC/859 dated 25.06.2021
- (g) DBPL Letter DBPL/CSPTrdeCo/Response 01/LC dated 01.03.2021
- (h) DBPL Letter DBPL/PSR/CSPTrdCL/PSM-LC/Fu/595 dated 29.08.2019

Dear Sir,

We refer to your email intimating us the renewal of LC dated 31.12.2021 as payment security under the PPA dated 05.01.2011 and the revision in the LC amount suggested therein.

In this regard, we submit that there are many errors and inconsistencies in LC which are contrary to terms of the PPA. We are listing the errors along with our request for corrections in the LC and the reason for the same in **annexure A**.

As per the terms of the PPA, payment security in form of LC is compliant only if adequate LC is provided in line with the article 9 of the PPA and for the supply of Power as per the MoP order dated 28.06.2019 and its subsequent clarifications. However, the LC provided is not in compliance as given below,

CSP TradeCo has established the LC for Rs 1,75,87,500/- approximately equivalent to weekly bill instead of 1.05 times monthly average bill amounting to Rs. 7.04 Cr (Computation for Rs. 7.04 Cr given in **annexure B**). MoP allowed LC equivalent to value of supply for a week, as temporary arrangement. However, as per the terms of the PPA the LC amount should be 1.05 times the average bill in previous FY (i.e. Rs 7.04 Cr). Further there are few drafting errors in the LC.

Registered Office: Office Block 1A, 5th Floor, Corporate Block, DB City Park, DB City Arera Hills, Opposite M. P. Nagar Zone – I, Bhopal – 462016 (M. P.)

Therefore, we request you to arrange necessary amendments as given in the annexure A to provide adequate payment security (LC), without which DBPL would not be obligated to supply power to CSP TradeCo under Article 9 and as such DBPL shall not be held responsible for any consequences arising out of non-compliance by CSP TradeCo of provisions of payment security mechanism and/or any discontinuation/disruption of supply from DBPL as result of such non-compliance.

Kindly arrange to amend the LC at the earliest.

Thanking You
For D B Power Limited

Skumar

Sanjay Jadhav
Sr. Dy. General Manager (Power Sales & Regulatory)
Reply Email: sales@dbpower.in



DBPL Letter DBPL/PSR/CSPTRdCL/CE.TechhCell FU-LC 944 st 16.02.2022
Annexure A – Changes requested in LC

Issue or text in LC	Requested change in data or terms of LC	Justification
LC amount 67,50,000.00 18.01.2020) +35,00,000.00 15.01.2021) +73,37,500.00 30.12.2021) = 1,75,87,500.00	(LC LC LC	<ul style="list-style-type: none"> PPA suggest CSP TradeCo to arrange LC for 1.05 time the monthly energy bill. DBPL raises monthly bills to CSP TradeCo and so, the LC amount of estimated energy bills of 1 week is not as per the PPA. Under MoP guidelines dated 28.06.2019, the energy sale can take place only till LC amount is used up. Therefore, inadequate LC will cause frequent disruption in supply from DBPL to CSP TradeCo.
47A.4 "4. The total drawing under this credit not to exceed RS.2.70 Crore.	"4. The total drawing under this credit not to exceed RS. 7.04 Crore in a month.	DBPL's One monthly bill can-not be encashed in 4 smaller parts to fit in LC limit.
41A – advising bank – State Bank of India SBIN0009995	41A – advising bank – State Bank of India SBIN0004732	Kindly refer to DBPL letter No. 952 dated 07.02.2022, attached as annexure C
46A.2 Invoice mentioning the date by which the payment must be made to avail the rebate.	Delete this clause.	This rebate clause does not apply to standby LC.
47A.1 The Credit is revolving credit subject to conditions that its amount once utilized in full will be again available for utilization only after the previous negotiations made under it have been retired by the drawers and advice thereof has been received by the negotiating branch.	Kindly mention the time limit 7 days for restoring the LC, as per the clause 9.1.6 of the PPA.	
47A.1 (II) M/s D B Power	47A.1 (II) M/s D B Power	<ul style="list-style-type: none"> The LC clause 47A.1 & 47A.6 for time of submission of the invoices for

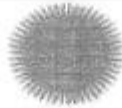
<p>Limited shall not draw upon such Letter of Credit prior to the 60 days of the submission of relevant Monthly bill.</p> <p>6. Documents to be presented within 15 days after date of the documents but within the validity of this Credit</p>	<p>Limited shall not draw upon such Letter of Credit prior to the 45 days from the submission of relevant Monthly bill to CSP TradeCo.</p> <p>Delete para 47A.1 (6)</p>	<p>invoking the LC are contradictory.</p> <ul style="list-style-type: none"> CERC (Terms and Conditions of Tariff) Regulations, 2019 have allowed due days as "bills date + 45 days"
<p>6. The Letter of Credit negotiation charges paid by M/s TRN Energy Private Limited</p>	<p>Change "M/s. TRN Energy Private Limited" to "M/s D B Power Limited"</p>	<p>Please correct the drafting error.</p>
<p>7. Please see special instructions attached herewith forming an integral part of this credit.</p>		<p>Please share the special instructions of the LC to D B Power</p>

Skumar



List of CSPTrdCL Bills in FY 2020-21

Billing month	Invoice No.	Date	Bill amount	
			Rs.	
Apr-20	100005682	06-05-2020	6,42,62,955.20	
	100006752	05-11-2020	3,54,65,118.40	
May-20	100005835	06-06-2020	6,64,38,900.80	
	100006753	05-11-2020	3,66,65,968.38	
Jun-20	100006025	06-07-2020	4,28,36,110.40	
	100006754	05-11-2020	2,36,40,178.43	
Jul-20	100006200	06-08-2020	6,22,13,166.40	
	100006407	14-09-2020	3,43,33,891.21	
Aug-20	100006341	04-09-2020	2,42,01,110.40	
	100006408	14-09-2020	1,33,55,987.80	
Sep-20	100006525	05-10-2020	1,81,83,508.08	
Oct-20	100006749	05-11-2020	8,29,88,632.75	
Nov-20	100006926	04-12-2020	9,83,76,373.10	
Dec-20	100007110	06-01-2021	8,27,51,158.26	
Jan-21	100007292	05-02-2021	8,31,30,840.00	
Feb-21	100007507	05-03-2021	1,66,85,760.00	
Mar-21	100007709	06-04-2021	1,84,73,520.00	
Average monthly bill amount			6,70,00,264.97	
LC amount 1.05 times Monthly bill			7,03,50,278.22	
LC amount Rounded off			7,03,50,000.00	



DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-3930 6000, Fax: 09699610110

Ref: DBPL/PSR/CSPTCL/CE.TechCell/FU-LC Renewal/920

Date: 15.12.2021

To: The Chief Engineer (Technical Cell)
Chhattisgarh State Power Trading Company Ltd.
2nd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur – 392 016

Sub: DBPL request for renewal of Payment Security/ Letter of Credit

References: (a) PPA dated 05.01.2011 between CSP TradeCo and DBPL (the PPA)
(b) CSPTTradeCo Letter CE/Trading/Tech.Cell/45 dated 01.02.2021 alongwith Union Bank LC No. 61940ILCR000820 dated 15.01.2021

Dear Sir,

The above cited LC, established by CSP TradeCo as payment security under the PPA dated 05.01.2011, expires on 15.01.2022.

Under the MoP order dated 28.06.2019 and its subsequent clarifications, adequate LC is mandatory for continuing the supply. Under the article 9, DBPL would not be obligated to supply power to CSP TradeCo, if the LC is not renewed or of the LC amount is inadequate.

We now request you to renew the LC for 12 months. Under 9.1.2 of the PPA the LC amount should be 1.05 times the estimated average monthly bill amount of past period. The LC should be unconditional as per Government order dated 09.08.2019. The LC should be Irrevocable and revolving as per the PPA.

Kindly arrange to renew the LC for Rs. 7.37 Cr. The Computation of LC amount based on energy sale in FY2020-21 is attached as annexure A.

Thanking You
For D B Power Limited

Skumar

Sanjay Jadhav
Dy. General Manager (Power Sales & Regulatory)
sanjay.jadhav@dbpower.in 9769190360



List of CSPTrdCL Bills in FY 2020-21

Billing month	Invoice No.	Date	Bill amount	
			Rs.	
Apr-20	100005682	06-05-2020	6,42,62,955.20	
	100006752	05-11-2020	3,54,65,118.40	
May-20	100005835	06-06-2020	6,64,38,900.80	
	100006753	05-11-2020	3,66,65,968.38	
Jun-20	100006025	06-07-2020	4,28,36,110.40	
	100006754	05-11-2020	2,36,40,178.43	
Jul-20	100006200	06-08-2020	6,22,13,166.40	
	100006407	14-09-2020	3,43,33,891.21	
Aug-20	100006341	04-09-2020	2,42,01,110.40	
	100006408	14-09-2020	1,33,55,987.80	
Sep-20	100006525	05-10-2020	1,81,83,508.08	
Oct-20	100006749	05-11-2020	8,29,88,632.75	
Nov-20	100006926	04-12-2020	9,83,76,373.10	
Dec-20	100007110	06-01-2021	8,27,51,158.26	
Jan-21	100007292	05-02-2021	8,31,30,840.00	
Feb-21	100007507	05-03-2021	1,66,85,760.00	
Mar-21	100007709	06-04-2021	1,84,73,520.00	
Average monthly bill amount			6,70,00,264.97	
LC amount 1.10 times Monthly bill			7,37,00,291.46	
LC amount Rounded off			7,37,00,000.00	

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DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-3930 6000, Fax: 09699610110

Ref: DBPL/PSR/CSPTrdCL/CE.TechCell/FU-LC/911

Date: 12.11.2021

To: The Chief Engineer (Technical Cell)
Chhattisgarh State Power Trading Company Ltd.
2nd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur – 492013 (Chhattisgarh)
Email: CE.TechCell@gmail.com

Sub: Request for revision in Letter of Credit amount and other corrections

- Reference:** (a) DBPL previous letter DBPL/CSPTRadCL/Response/01 dated 01.03.2021
(b) Union Bank LC No. 61940ILCR000820 dated 18.01.2020 & amendment dated 15.01.2021
(c) DBPL letter DBPL/PSR/CSP TradeCo/CE-TechCell/FU-LC/859 dated 25.06.2021
(d) DBPL letter DBPL/PSR/CSP TradeCo/CE-TechCell/FU-LC/873 dated 02.08.2021

Dear Sir,

Kindly refer to above cited letters dated 01.03.2021 & 25.06.2021. As explained therein, the LC amount is grossly inadequate than monthly bills and the terms of the LC are incorrect and inconsistent with the PPA. Hence we request revising the LC amount and other correction in the terms of the LC. Previous letter 859 dated 25.06.2021 is attached here for your ready reference.

Kindly arrange to amend the LC at the earliest, with information to us.

Thanking You.

Yours faithfully
For D B Power Limited



Sanjay Jadhav
Sr. Dy. General Manager (Power Sales & Regulatory)
sales@dbpower.in Phone: 022 7156 6096



D B POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opposite Dena Bank, C-31, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-3930 6000, Fax: 09699610110

Ref: DBPL/PSR/CSPTCL/CE.TechCell/FU-LC/859

Date: 25.06.2021

To: The Chief Engineer (Technical Cell)
Chhattisgarh State Power Trading Company Ltd.
2nd Floor, Vidyut Sewa Bhawan, Dangania,
Raipur – 492013 (Chhattisgarh)

Sub: Request for revision in Letter of Credit amount and other corrections

Reference: (a) DBPL previous letter DBPL/CSPTCL/Response/01 dated 01.03.2021

(b) Union Bank LC No. 61940ILCR000820 dated 18.01.2020 & amendment dated 15.01.2021

Dear Sir,

We refer to above cited DBPL letter dated 01.03.2021, wherein we have represented that CSP TradeCo is obligated to establish the Letter of Credit of 105% of the average monthly bill, as per the terms of the PPA dated 05.01.2011. However we have not received your LC.

Clause 9.1.6 of the PPA prescribe that

“At any time, such Letter of Credit amount falls short of the amount specified above otherwise than by reason of drawl of such Letter of Credit by the Company, CSP TradeCo shall restore such shortfall within seven (7) Business Days.”

We are giving computations of the LC amount **Rs. 7.37 Cr** according to the terms of the PPA, considering the monthly bills in the FY 2021-22 in **annexure A**. You may kindly appreciate that the payment security amount Rs. 1.02 Cr under the above cited LC is grossly inadequate (i.e. just 25% of the monthly energy bill of April 2021).

Therefore we request you to amend the LC amount and also edit following errors and accept modifications in the Letter of Credit.:

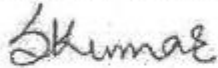
- (a) The LC amount should be revised to Rs. 7.37 Cr. as given in annex A and clause 9.1.6.
- (b) D B Power address should be changed to “D B Power Limited, 3rd Floor, Naman Corporate Link, C-31, G Block, Opposite Punjab National bank, Bandra Kurla Complex, Bandra (East), Mumbai 400051”
- (c) The LC should be marked as unconditional. (Presently LC is marked as irrevocable and revolving only.)
- (d) Please correct the number of days for availing the payment against the letter of credit to 45 days. Under the CERC (Terms & Conditions of Tariff) Regulations, 2019, the due date for payment is revised to 45 days.

- (e) Para 47A.2 & 47.A.3 should be modified to allow DBPL avail a payment of monthly bill in one request as per clause 9.1.5 of the PPA, instead of weekly claim drafted in the LC.
- (f) Para 47A.4 should be modified to allow payment of monthly bill upto Rs. 7.37 Cr
- (g) Under 47A in line number 39, mentions name of TRN Energy Private Limited. The same may be corrected to D B Power Limited.

Await your early response on the matter.

Thanking You.

Yours faithfully
For D B Power Limited



Sanjay Jadhav
Dy. General Manager (Power Sales & Regulatory)
sanjay.jadhav@dbpower.in 9769190360



LC amount calculations based on monthly Bills of FY2020-21

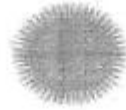
Billing month	Invoice No.	Date	Quantity	rate	Bill amount	
			MWh	Rs./MWh	Rs.	
Apr-20	100005682	06-05-2020	40,164.347	1,600.00	6,42,62,955.20	
	100006752	05-11-2020		883.00	3,54,65,118.40	
May-20	100005835	06-06-2020	41,524.313	1,600.00	6,64,38,900.80	
	100006753	05-11-2020		883.00	3,66,65,968.38	
Jun-20	100006025	06-07-2020	26,772.569	1,600.00	4,28,36,110.40	
	100006754	05-11-2020		883.00	2,36,40,178.43	
Jul-20	100006200	06-08-2020	38,883.229	1,600.00	6,22,13,166.40	
	100006407	14-09-2020		883.00	3,43,33,891.21	
Aug-20	100006341	04-09-2020	15,125.694	1,600.00	2,42,01,110.40	
	100006408	14-09-2020		883.00	1,33,55,987.80	
Sep-20	100006525	05-10-2020	7,323.201	2,483.00	1,81,83,508.08	
Oct-20	100006749	05-11-2020	33,422.728	2,483.00	8,29,88,632.75	
Nov-20	100006926	04-12-2020	39,619.965	2,483.00	9,83,76,373.10	
Dec-20	100007110	06-01-2021	33,327.088	2,483.00	8,27,51,158.26	
Jan-21	100007292	05-02-2021	33,480.000	2,483.00	8,31,30,840.00	
Feb-21	100007507	05-03-2021	6,720.000	2,483.00	1,66,85,760.00	
Mar-21	100007709	06-04-2021	7,440.000	2,483.00	1,84,73,520.00	
Total			#####		80,40,03,179.61	

A. Average 1 month bill amount Rs.	6,70,00,264.97
B. Estimated LC amount = A x 1.10	7,37,00,291.46
C. LC amount Rounded off	7,37,00,000.00

Skumar



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DB Power Limited

Corporate Office: 3rd Floor, Express Towers, Nariman Point, Mumbai - 400 021.
Tel No +91 22 3930 6000 • Fax No +91 22 3930 6008

Ref: DBPL/PSR/CSPTrdcl/PSM-LC/Fu/595

Dated: 29.08.2019

To:
The Chief Engineer (Technical Cell),
Chhattisgarh State Power Trading Company Ltd,
2nd floor, Vidyut Sewa Bhawan,
Daganiya, Raipur (Chhatisgarh) PIN 392013

Sub: Follow-up on Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees

Ref: (a) DBPL follow-up email dt:23.08.2019
(b) DBPL/PSR/CSPTrdcl/PSM-LC/584 dt: 12.07.2019
(c) MOP clarification on order related to Opening and maintenance of adequate LC dt: 09.08.2019

Dear Sir,

This is in continuation to our email dt: 23.08.2019 requesting CSPTrdcl to immediately provide LC amounting to INR **2,44,35,585/-** (i.e., one billing cycle x 1.05 times, as per the PPA) with a validity period of 12 months.

We regret to put on record that till date, we have not received the LC for the requisite amount. We now once again invite your immediate attention to the MOP order dt: 28.06.2019, and subsequent clarifications there to, by which CSPTrdcl is bound to open LC of requisite amount before 01.08.2019 to avoid non-scheduling of power from its respective seller. We reiterate that till today, CSPTrdcl has not open LC for an amount up to **Rs. 2,44,35,585/- (Rupees Two Crore Forty Four Lakh Thirty Five Thousand Five Hundred and Eighty Five Only)** to meet the MOP stipulation to maintain billing cycle value.

We therefore, in accordance with the MOP Order and PPA, hereby request you to immediately provide an LC of the value amounting to INR **2,44,35,585/-** with a validity period of 12 months. Any further delay in establishing the LC, we will be constrained to follow the MOP order dt: 28.06.2019 and subsequent directives to bring the same to the attention of RLDC.

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DB Power Limited

Corporate Office: 3rd Floor, Express Towers, Nariman Point, Mumbai - 400 021.
Tel No +91 22 3930 6000 • Fax No +91 22 3930 6008

As per the MOP clarification w.r.t opening and maintenance of adequate LC dt: 09.08.2019, it has been clarified that LC should be opened equivalent to 1.05 times one billing cycle. Billing cycle in our case being monthly, applicable LC amount is Rs.2.244 Cr as mentioned above. Accordingly, you are requested to provide LC of an amount of Rs. 2,44,35,585/- under advice to us.

This is without prejudice to all our rights, claims and demand, which are reserved.

Thanking You,
Yours Faithfully
For D B Power Ltd

SKumar

Sanjay Jadhav
Senior Deputy General Manager (power Sales)
Email Id: sales@dbpower.in
Mobile No: 09769190360

Enclosed: all letters / communications under reference

Copy to:

- I. NLDC- For your perusal and needful please.
- II. WRLDC-For your perusal and needful please.

DB Corp Ltd

Ambika Jaiswal <ambika.jaiswal@dbpower.in>

Fwd: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements and vide MOP order dt:28.06.2019 by Distribution Licensees

1 message

Ambika Jaiswal <ambika.jaiswal@dbpower.in>

Fri, Aug 23, 2019 at 4:28 PM

To: CE Technical Cell <ce.techcell@gmail.com>

Cc: Sanjay Jadhav <sanjay.jadhav@dbpower.in>, SalesDBPower <sales@dbpower.in>, Manu Namboothiri <manu.namboothiri@dbpower.in>, Jayant Kulkarni <jayant.kulkarni@dbpower.in>

Dear Sir,

Please refer our trailing email and letter regarding the opening of LC as per MOP order dt:28.06.2019. Please note that DBPL has not recieved LC till date, hence you are requested to kindly provide the requested LC at the earliest to schedule power to CSPDCL.

Thanks and regards,
Ambika Jaiswal

----- Forwarded message -----

From: Ambika Jaiswal <ambika.jaiswal@dbpower.in>

Date: Fri, 12 Jul, 2019, 1:04 PM

Subject: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements and vide MOP order dt:28.06.2019 by Distribution Licensees


To: CE Technical Cell <ce.techcell@gmail.com>

Dear Sir,

Please find the attached letter for opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreement dt: 05.01.2011 and vide MOP order dt:28.06.2019 by CSPTrdcl.

Submitted for your kind information and necessary actions please.

Thanks & Regards
Ambika Jaiswal
(Power Sale & Regulatory)
D B POWER LIMITED
Mob: 7977741998

 DBPL PSR CSPTrdcl PSM-LC 584 12072019.pdf
168K



DB Power Limited

Corporate Office: 3rd Floor, Express Towers, Nariman Point, Mumbai - 400 021.
Tel No +91 22 3930 6000 • Fax No +91 22 3930 6008

Without Prejudice

To:
The Chief Engineer (Technical Cell),
Chhattisgarh State Power Trading Company Ltd,
2nd floor, Vidyut Sewa Bhawan,
Daganiya, Raipur (Chhattisgarh) PIN 392013

Ref: DBPL/PSR/CSPtrdcl/PSM-LC/584
Dated: 12.07.2019

Sub: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees

Ref: (a) PPA dated 05.01.2011
(b) GoI/MoP office Order No. 23/22/2019-R&R dated 28.06.2019 (Annex. A)

Dear Sir,

This is with reference to the order dated 28 June 2019 issued by Ministry of Power (hereinafter referred to as "MOP Order") whereby NLDC and RLDCs, w.e.f 01.08.2019, have been directed to dispatch power only subsequent to opening of and making available LC for the desired quantum of power by the Discom to the concerned generating company.

With the issuance of the MOP Order, DISCOMs have been mandated to establish and maintain LC as a necessary condition for its entitlement to offtake power wcf from 01.08.2019. A Copy of MOP Order is enclosed for your reference and record.(Annex.A)

So also the, relevant excerpt of the MOP Order is extracted as under for ease of reference:-
"NLDC & RLDC are therefore directed as follows:

- (i) *In accordance with Section 28(3)(a), the NLDC & RLDC shall despatch power only after it is intimated by the Generating Company and/Distribution Companies that a Letter of Credit for the desired quantum of power has been opened and copies made available to the concerned Generating Company.*
- (ii) *The intimation to NLDC and RLDC shall specify the period of supply.*
- (iii) *RLDC shall dispatch electricity only up to the quantity equivalent of value of Letter of Credit.*
- (iv) *The dispatch shall stop once the quantum of electricity under LC is supplied.*
- (v) *The concerned generating company shall be entitled to encash the LC after expiry of grace period, i.e. 45 to 60 days as provided in the PPA.*
- (vi) *In the event power is not dispatched for any reason given above, the Distribution licensee shall continue to pay the Fixed Charges to the Generating Company".*

Needless to mention, that in terms of clause 9.1 of the PPA dated 05.01.2011, (the "PPA"), you were required to establish and maintain a monthly, unconditional, revolving and unconditional LC for Rs. 2,44,35,585/- (Rupees Two Crore Forty Four Lakh Thirty Five Thousand Five Hundred and Eighty Five Only). However till date no LC whatsoever for Rs. 2,44,35,585/- has not been established by CSPTrdcl.

DB Power Limited

Corporate Office: 3rd Floor, Express Towers, Nariman Point, Mumbai - 400 021.
Tel No +91 22 3930 6000 • Fax No +91 22 3930 6008

We therefore, in accordance with the MOP Order and PPA, hereby request you to immediately provide us a LC of the value amounting to INR 2,44,35,585/- with a period of validity of 12 months.

Please be informed, that wef 01.08.2019 your entitlement to off take power as per the terms of the PPA, will depend on the availability of the LC and the quantum of supply shall be limited to the value of the LC amount. Further any failure on your part to establish the LC as stated above would entail consequences which *inter alia* includes non-access to power through Power exchanges and no grant of open access -supply of power.

We accordingly, request you to ensure that the LC for Rs. 2,44,35,585/- is established and made available to us at the forthwith.

This is without prejudice to all our rights, claims and demand, which are reserved.

Thanking You,
Yours Sincerely,
For DB Power Ltd.



Sanjay Jadhav
Senior Deputy General Manager (power Sales)
Email Id: sales@dbpower.in
Mobile No: 09769190360