

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Misc. Petition No of 2021

FILE No.

CASE No.

AND IN THE MATTER OF:

DB Power Limited,

Through its authorized Signatory

Shailendra Bajpai vide resolution dated 07.02.2017

..... **Petitioner**

AND

Chhattisgarh State Power Trading Company Limited

Through its Managing Director + 01 Oth's

..... **Respondents**

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Raipur (C.G.)

Dated: 16/09/2021


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

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Misc. Petition No _____ of 2021

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 07.02.2017

..... **Petitioner**

AND

1. Chhattisgarh State Power Trading Company Limited

Having its Head office at
Vidyut Seva Bhawan,
Dangania, Raipur- 492013, (C.G)
Chhattisgarh
Through its Managing Director

2. Chhattisgarh State Power Distribution Company Limited

Block - 8, CS Power Companies Campus,
Danganiya, Raipur (C.G)
Though its Managing Director

..... **Respondents**

Petition for Truing Up of Energy (Variable) Charges as well as for approval of other reimbursable expenses for the period 01.04.2020 to 31.03.2021 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.

AND

Petition for Approval of provisional Energy Charges and other reimbursable expenses for FY 2022-23 in terms of Section 86 of the Electricity Act 2003 read with Tariff policy for 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 2020-21. The Petitioner is also seeking Approval of provisional Energy Charges and other reimbursable expenses for FY 2022-23.
- 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 07.02.2017 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 07.02.2017 is annexed hereto and marked as **Annexure P-3**.

2. DESCRIPTION OF THE RESPONDENTS

- a. The Respondent No. 1 is one of the successor companies of erstwhile Chhattisgarh State Electricity Board and a trading arm of the State of Chhattisgarh engaged in the business of trading of electricity and having its office at the address mentioned herein above in the cause title.
- b. The Respondent No. 2 is a deemed distribution licensee in the State and one of the successor companies of erstwhile Chhattisgarh State Electricity Board. The Respondent No. 2 is procuring from the Respondent No.1 power supplied by the Petitioner on back to back basis and is therefore a necessary party to this Petition.

3. SUBJECT MATTER IN BRIEF INCLUDING CAUSE OF ACTION

The present Petition is being filed for truing up of the Energy charges of Rs. 1.758/ unit as well as for approval of reimbursable expenses of Rs.0.120/unit for the period 01.04.2020to 31.03.2021in respect of the 5% of the net generated power being procured by the Respondents pursuant to the long term PPA dated 05.10.2011. The Petitioner is also seeking approval of provisional energy charges of Rs.1.758/unit and other reimbursable expenses of Rs. 0.120/unit for F.Y 2022-23.



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.
- b. Chhattisgarh State Electricity Regulatory Commission (Conduct of Business) Regulations, 2009
- c. The Electricity Act 2003
- d. Tariff Policy
- e. 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. Though not agreed to by the Petitioner, the Respondents 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 Respondents. 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-4 and P-5 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 No. 1 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 the Respondent No. 1 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-6**. However, the Respondent No. 1 is procuring only 5% of the net power generated which in turn is being procured by the Respondent No. 2 on back to back basis. A copy of the letter dated 25.04.2017 of Respondent No. 1 confirming that the power procured by it from the Petitioner is being procured by the Respondent No. 2 on back to back basis is annexed hereto and marked **Annexure P-7**. However, till date the Respondents have not furnished copy of any back to back PPA entered into between the Respondents due to which the Petitioner is compelled to procure coal from e-auction and/or from open market for generating and supplying power to the Respondents.
- iv. 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.
- v. The details of the rate charged against each of the above referred section 63 PPA's are as under:



TABLE A

FY	RAJASTHAN DISCOMs			TANGEDCO		
	AFC	Variable charges	Total	AFC	Variable charges	Total
20-21	2.723	1.437	4.160	2.238	2.339	4.577

- vi. The PPA dated 05.01.2011 entered into the parties stipulates that if the tariff is not determined then the Parties agree to jointly work out adhoc tariff.
- vii. Since any adhoc tariff could not be agreed for the year FY 2020-21, the Petitioner has been billing the electricity supplied to Respondent No 1 at energy charges of Rs 1.60 /unit for four months beginning April 2020 to July 2020 based on the tariff advised by Respondent No 1 from April 2019 and onwards. The letter dated 23.05.2019 of Respondent No 1 is annexed hereto and marked **Annexure P-8**.
- viii. Subsequently, CSPTTrDCL, via letter dated 27.07.2020, communicated to Petitioner to oblige with CSERC's order dt. 30.05.2020 wherein it was clarified that energy charges for FY 2020-21 shall be billed at the latest tariff determined by the Commission for the Generators whose tariff has been so determined. A copy of letter dated 27.07.2020 of Respondent No 1 annexed hereto and marked **Annexure P-9**.
- ix. Petitioner, based on above communication, raised bills at the rate of Rs 2.483 / unit (i.e. the tariff determined under the latest Tariff Order dated 01.01.2020 under **Petition No. 43 of 2017(T) applicable for the year FY 2017- 18)** for all the months beginning April 2020 till March 2021. 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 (based on coal procured under e-auction) incurred in supplying 5% of net generated power to the Respondent for F.Y 2020-2021 comes to Rs1.758/unit as against the energy charge of Rs 2.483/unit paid by the Respondents. So also, the reimbursable expenses duly audited are Rs. 0.120/unit.
- ii. A table summarizing energy charge rate and various elements of reimbursable expenses is given hereunder:



TABLE B

True-Up Petition		From Apr'20 to Mar'21	
Total Units Supplied to the Respondents		32,38,03,134	
S. No.	Component	Cost Incurred (Rs)	Cost (Rs/Unit)
Energy Charge			
1	Energy Charge Rate	56,90,84,007.13	1.758
	TOTAL	56,90,84,007.13	1.758
Other Cost Elements to be Reimbursed on Actual Basis			
2	ED Aux	1,61,21,975	0.050
3	Water Charges	48,03,974.61	0.015
4	Fly Ash	1,80,40,588.35	0.056
	TOTAL	3,89,66,537.66	0.120
	Application Fees	10,000	
	TOTAL	60,80,60,544.78	1.878

iii. **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 =

$$[(GHR - SFC \times CVSF) \times LPPF + CVPF + SFC \times LPSFi] \times 100 / (100 - AUX)$$

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



- iv. The Petitioner has calculated the Energy Charge Rate applying the above mechanism. The detailed working of the Energy Charge rate, both Normative and Actual, for the year FY 2020- 21 is given hereunder:

ECR (Normative) =

$$\{[(\text{GHR} - \text{SFC} \times \text{CVSF}) \times \text{LPPF} / \text{CVPF} + \text{SFC} \times \text{LPSFi}] \times 100 / (100 - \text{AUX})$$

$$= \{[(2375 - 0.5 \times 10) \times 2.125 / 3020 + 0.5 \times 0.04] \times 100 / (100 - 5.25)$$

$$= 1.781 \text{ Rs/kWh}$$

ECR (Actual) =

$$\{[(\text{GHR} - \text{SFC} \times \text{CVSF}) \times \text{LPPF} / \text{CVPF} + \text{SFC} \times \text{LPSFi}] \times 100 / (100 - \text{AUX})$$

$$= \{[(2300 - 0.5 \times 10) \times 2.149 / 3020 + 0.18 \times 0.04] \times 100 / (100 - 5.30)$$

$$= 1.734 \text{ Rs/kWh}$$

TABLE C1: Computation of Landed Cost of Coal for FY 2020-21 – Normative and Actual

S. No.	Particulars	Unit	(Normative)	(Actual)
1	Quantity of Coal supplied by Coal company	MT	32,73,107	32,73,107
2	Adjustment in quantity supplied made by Coal company	MT	-	-
3	Coal Supplied by Coal company (1+2)	MT	32,73,107	32,73,107
4	Transit & Handling Losses (Normative - 0.8%)	MT	26,185	62,209
5	Net coal Supplied (3-4)	MT	32,46,922	32,10,898
6	Amount Charged by Coal Company	Rs.	5,34,23,58,029	5,34,23,58,029
7	Adjustment in amount charged made by coal company	Rs.	-	-
8	Total amount Charged (6+7)	Rs.	5,34,23,58,029	5,34,23,58,029
9	Transportation Charges by rail/road transport	Rs.	1,55,73,77,278	1,55,73,77,278
10	Adjustment in amount charged made by Railways/ Transport Company	Rs.	-	-
11	Demurrage Charges, if any	Rs.	-	-
12	Cost of diesel in	Rs.	-	-



	transporting coal through MGR system, if applicable			
13	Total Transportation Charges (9+/-10-11+12)	Rs.	1,55,73,77,278	1,55,73,77,278
14	Total Amount Charged for coal supplied including Transportation (8+13)	Rs.	6,89,97,35,306	6,89,97,35,306
15	Landed cost of Coal	Rs./kg	2.125	2.149

TABLE C2: Computation of Station Heat Rate for FY 2020-21

(i) 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.**

**(ii) Gross Station Heat Rate – Actual [Based on “As Received Basis”]
Coal**

S. No.	Particulars	Unit	Qty.	GCV [kCal/ kg]
1.	Coal Received FY 2020-21			
1.1	Linkage	MT	24,46,927	3,410.64
1.2	Non-Linkage	MT	32,10,898	3,019.77
	Total (1.1 + 1.2)	MT	56,57,825	
2	Coal Consumed FY 20-21	MT		
2.1	Linkage	MT	24,46,927	3,410.64
2.2	Non-Linkage	MT	33,79,596	3,019.77
	Total (2.1 + 2.2)	MT	58,26,523	3,183.92
3	Generation	kWh	8,07,33,32,000	
4	Specific Coal Consumption ((2 X 1000) / 3)	Kg/kWh	0.72	
5	GCV of Secondary Fuel Consumed (SFC)	kCal/Kl	10,000	
6	Secondary Fuel Consumed FY 2020-21	Kl	1,488	
7	Specific SFC consumed ((6 X 1000 X 1000) / 3)	ml/kWh	0.18	
8	SHR (4 X 2 + (7 X 5 / 1000))	kCal/kWh	2,299.68	



TABLE C3: Computation of Energy Charge Rate for FY 2020-21 – Normative and Actual

S.No.	Particulars	Unit	FY 2020- 21 (Normative)	FY 2020- 21 (Actual)
	Price of Fuel			
1	Price of Coal	Rs./ MT	2,125	2,149
2	Price of Oil	Rs./Kl	39,303	39,303

S.No.	Particulars	Unit	FY 2020- 21 (Normative)	FY 2020- 21 (Actual)
3	Auxiliary Consumption	%	5.25	5.30
4	Transmission Loss	%	-	-
5	GCV of Coal As Received Basis	kCal/kg	3,019.77	3,019.77
5	GCV of Coal As Fired Basis	kCal/kg	-	-
6	GCV of Secondary Fuel	kCal/ltr	10,000	10,000
7	Specific Oil Consumption	ml/kWh	0.50	0.18
ECR Calculation				
8	Auxiliary Consumption	%	5.25	5.30
9	Calorific Value of Primary Fuel (CVPF)	kCal /kg	3,019.77	3,019.77
10	Calorific Value of Secondary Fuel (CVSF)	kCal /ml	10.00	10.00
11	Gross Station Heat Rate (GSHR)	kCal /kWh	2,375	2,300
12	Landed Price of Primary Fuel (LPPF)	Rs./kg	2.125	2.149
13	Specific Fuel Oil Consumption (SFC)	ml/kWh	0.50	0.18
14	Landed Price of Secondary Fuel (LPSFi)	Rs./ml	0.04	0.04
15	ECR (Ex-Bus)	Rs./kWh	1.781	1.734

- v. 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.
- vi. Clause 11 of the MYT Regulations, 2015 specifies generation performance parameters like PLF, SHR, Auxiliary consumption, PAF as controllable factor.
- vii. 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. 1.758 / kWh for the year FY 2020- 21 as below

TABLE D: Energy Charge Rate for FY 2020- 21(after Sharing gains and Loss)

S No	Particular	Unit	FY 2020-21	
			Normative	Actual
1	ECR (Ex-Bus)	Rs./kWh	1.781	1.734
2	ECR (after Sharing gain and loss)	Rs./kWh	1.758	

- viii. The detailed working of the differential tariff and the total claim for differential tariff for the year FY 2020- 21 is given below.



TABLE E: Energy Charge Rate for FY 2020- 21(after Sharing gains and Loss

Total Claim for Differential Tariff for FY 20-21					
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	32,38,03,133.500	1.758	2.483	-0.726	-23,49,19,173.35
Other Cost Elements to be Reimbursed on Actual Basis					
2	ED on Aux				1,61,21,974.70
3	Water Charges				48,03,974.61
4	Fly Ash Expenses				1,80,40,588.35
5	Application Fees				10,000.00
	TOTAL (1+2+3+4+5)				-19,59,42,635.70

ix. The Broad Design Parameters and the Performance Guaranteed Schedule of BTG are annexed and marked as **Annexure P-11 (Colly) 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- 13**. The daily coal consumption data in respect of Unit I and Unit II are given at **Annexure P-14**.

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 tum, has a back to back long term PPA with the distribution companies. Since the Respondent No. 1 is a trading company and has not furnished a back to back long term PPA that it may have with any distribution licensee including the Respondent No. 2 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 Respondents, 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 CSPTradeco. In view of the above, the Petitioner made multiple communications with Respondent No. 1 to arrange back to back PPA which is still pending. Some of the letters addressed by the Petitioner to



the Respondent No. 1 requesting co-operation for availing linkage coal are annexed and marked as **Annexure P-15 collectively**

Ministry of Power, Government of India (MoP), vide letter dated 31.7.2013, 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 CERC/SERC 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 years of the 12th Plan for the already concluded PPAs based on tariff based competitive bidding.

5. The ERCs are advised to consider the request of individual power producers in this regard as per 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 provisions 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 Petition No. 284/MP/2018 Page 18 of 44 reduced quantity of coal supplied by CIL.

The Gazette dated 28.01.2016 is annexed and marked as **Annexure P-16**

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 have been making payment 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, ie, PPA between DB Power and Tangedco as well as PPA between DB Power and Rajasthan Discom through PTC.

In the instant case of supply to CSPTTrDCL, coal is being procured by the Petitioner from the most economically available alternate sources other than FSA Coal, as the PPA is not qualified to get coal under Fuel Supply Agreement in absence of 'back to back PPA with CSPDCL, majorly through e-auctions, conducted by Coal India Limited. As there is NIL coal supply under linkage FSA towards supply of power from to 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 No 1 i.e. CSPTTrDCL for the period of April 2020-Mar 2021.

The Petitioner participates in auctions being announced by SECL and MCL, from time to time. Notices of e-auction from CIL for 2020-21 where DB Power had participated is annexed and marked as **Annexure P-17**. It may be noted that no imported coal has been used by the Petitioner for supplying power to the Respondents.



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 transit 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 Weighted Average Gross Calorific Value of various non-linkage sources of Coal is computed at 3019.77 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 01.04.2020 to 31.03.2021.

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

The Applicant has worked out the SFC at 0.5ml/kwh for the period 01.04.2020 to 31.03.2021 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 the Year /Qty of SF purchased

Applying the above formulae, the weighted average landed price of secondary fuel for the year FY 2020- 21 is as under:

$$\begin{aligned}\text{Weighted average landed price} &= 5,84,69,952 \text{ Rs}/1487.69 \text{ kL} \\ \text{Of secondary fuel} &= 39302.51 \text{ Rs/kL} \\ &= 0.039 \text{ Rs/ mL}\end{aligned}$$

The details for secondary fuel consumption and details for determination of landed cost of secondary fuel is annexed and marked as **Annexure P-18 and P-19** 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 the Respondent No. 1 confirming that the electricity duty shall be reimbursed is annexed and marked as **Annexure P-20** hereto.

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

(Units supplied to CSPTadeco 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 19.05.2021 demanding payment towards electricity duty is annexed and marked as **Annexure P-21**.



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 CSPTadeco 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 2020-21 are enclosed as **Annexure P-22**.

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's 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**

In the state of Chhattisgarh where Petitioner is located, the supply of fly ash far exceeds the demand for the by product from various industries, resulting into Petitioner incurring 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”

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 CSPTadeco 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 the Respondents for FY 2020-21 is annexed thereto and marked as **Annexure P-23**.

SECTION B

PROJECTED ENERGY CHARGES AND PROJECTED REIMBURSABLE EXPENSES FOR F.Y.2021-21

As explained hereinabove, the Petitioner claims the energy (variable) charges of Rs. 1.758/unit and reimbursable expenses of Rs. 0.120/unit for the period 01.04.2020 to 31.03.2021.

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 2020-21 as well as the amounts calculated in accordance with the normative parameters stipulated in the CSERC MYT Regulations, 2015. Considering, on conservative basis, if there is no escalation in expenses to be incurred for supply of power to the Respondents in F Y 2022-23 and presuming the normative parameters stipulated in CSERC MYT Regulations 2015 to be static, the Petitioner submits for approval of this Hon'ble Commission the provisional energy charge of Rs1.758/unit together with provisional reimbursable expenses of Rs0.120/unit for the FY 2022-23.

SECTION C

ESTABLISHMENT OF PAYMENT SECURITY MECHANISM

In term of Article 9.1.1 of the PPA, the Respondent No. 1 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 No 1 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 are annexed

The copies of directives from MoP, letters addressed to the Respondent No. 1 requesting for opening of L/C and objections raised on inadequacy of LC are annexed, and copies of the LC are annexed and marked as **Annexure P-24A, Annexure P-24B and Annexure P-24C.**

DBPL Energy Supply to CSPTTrDCL during FY 2020- 21

The month wise supply of energy from DBPL to CSPTTrDCL during FY 2020- 21 is annexed and marked as **Annexure P-25.**

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 1.781/unit and reimbursable expenses of Rs 0.120/unit for the Period 01.04.2020 to 31.03.2021;
- b) Direct the Respondent to pay the difference / shortfall in the energy (variable) charge and reimbursable expenses for the period 01.04.2020 to 31.03.2021 forthwith upon approval by this Hon'ble Commission;
- c) Approve Provisional Energy (Variable) Charges of Rs 1.781/unit and provisional reimbursable expenses of Rs0.120/unit for FY2022-23;
- d) Direct the Respondent to reimburse the filing fees paid by the Petitioner towards this Petition;
- e) Allow carrying cost;



- f) Direct the Respondent No. 1 to establish adequate payment security mechanism in favor of the Petitioner in accordance with the provisions of the directives of Ministry of Power and Power Purchase 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/- submitted in terms of Schedule I of 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: 16/09/2021


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



M. Sabri
16/9/21
मुजफ्फर हुसैन सादरी
नोटरी खरसिया
जिला-रायगढ़

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Misc. Petition No _____ of 2021

FILE No.

CASE No.

IN THE MATTER OF:

DB Power Limited,
Through its Authorized Signatory
3rd floor, Naman Corporate Link
C-31, G Block, Opposite Dena Bank,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400051

.....

Petitioner

Versus

Chhattisgarh State Power Trading Company Limited
Through its Managing Director
Having its head office at
Vidyut Seva Bhawan,
Dangania, Raipur - 492013 (CG), + Another

.....

Respondent

Affidavit verifying the petition

I Shailendra Bajpai S/O of Shri D.P. Bajpai aged 40 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.
2. The statement made in paragraphs from 01 to 09 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.

Deponent

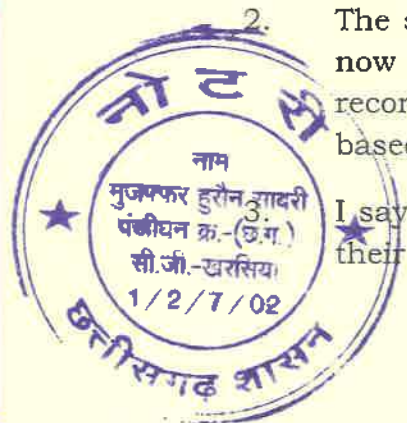
Verification

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 Kharsia on the day of 16 September 2021.

मेरे समक्ष इस दस्तावेज पर संबंधित व्यक्ति ने
डकर/पढ़ाकर शपथपूर्वक कथन आश्रय कहा और
इस दस्तावेज पर हस्ताक्षर/अंगूठा किया।

मेरे शपथकर्ता को
पहचानता हूँ।

Deponent
M. Sabri
16/9/21
एम. एस. सादरी
नोटरी/खरसिया



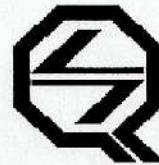
Annexure P -1

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.CEA/TPM/WR/70/09/ 1161

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

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,

Encl: As above

(A.K. Mishra)
Chief Engineer

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, Core No.-2 5th Floor, District Centre, Laxmi Nagar, New Delhi - 110092.

Copy for information to:

- ✓ 1. The Senior Vice President, DB Power Limited, 1A, 5th Floor, Corporate Block, DB City Area Mills, Opposite M.P. Nagar Zone-I, Bhopal-462016 (M.P).
2. The Member Secretary, Western Regional Power Committee, F-3, MIDC Area, Marol, Opp. SEEPZ, Central Road, Andheri (East), Mumbai - 400 093

Copy to: Chief Engineer (TPM-I & II/OPM/PDM/IRP), CEA



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 TUESDAY 7TH FEBRUARY, 2017 AT NAMAN CORPORATE LINK, OPP. DENA BANK, C-31, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI – 400 051

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, Mr. Brijgopal R Jaju, Mr. Vikas Adhia, Mr. Shailendra Bajpai and Mr. Himanshu Sharma, Authorised Representatives of the company be and are hereby severally authorize to act, appear, plead, depose, prosecute/defend legal/arbitration proceedings and to sign and file petitions, appeals, review, revision, applications, affidavits, reply, claims, statements and all such pleadings, in all tribunals, forums, Central Electricity Regulatory Commission (CERC), Courts, judicial and quasi-judicial authorities, to engage advocates / counsels and sign vakalatnama in court of law in India including any Court/s, Hon'ble High Court, Hon'ble Supreme Court and/or any other judicial authorities and /or other quasi-judicial or regulatory authorities as well as appellate authorities in connection with legal/arbitration proceedings by or against the company and to represent the company in all other matters incidental thereto as may be considered necessary and expedient."

For **D B POWER LIMITED**

SANDEEP GURAV
COMPANY SECRETARY
MEM NO. A17830



DATE: 20TH JULY, 2021
PLACE: MUMBAI

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.

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LSM

[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 here to, 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.

Gur

15/10/20

15/10/20

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.
- (Signature)*

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.

Gwa

C. P. S.



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.

Gurur

U86-

[Signature]

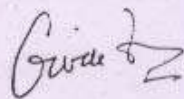
24. Any claims, differences, or disputes arising out of or in connection with this MoU shall be settled by an amicable effort by the Parties.
25. This MoU will remain in force for a period of 1 (one) year from the date of its signing ("the Term"): Time is essence of this MoU. Therefore, depending upon 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

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



(Vivek Dhand)
Principal Secretary
Energy Department
Government of Chhattisgarh

For & on behalf of
Chhattisgarh State
Electricity Board




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

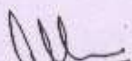
For & on behalf of
The D.B. Power
Limited

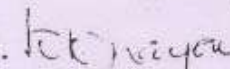


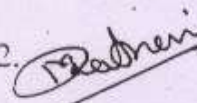
(Girish Agarwal)
Director
D.B. Power Limited

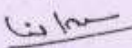
WITNESS :


1. 
(Anil Tuteja)
Jt. Secy. Energy

1. 
P.L. Vidhani
CE (C-P.)
C.S.E.B.

1. 
K. K. Singh
Genl.
Director, Chhattisgarh
Electricity Board

2. 
(M.S. Ratnam)
Addl Secy (encl)
ENERGY DEPT
GOCC, RAIPUR

2. 
B.K. Saxena
Addl. Secy.
CSEB.

2. 
MOHD. ZAKIR
Asst Manager Mktg
Daipile Bhasker
Raipur

IMPLEMENTATION AGREEMENT**FOR****1100 \pm 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.

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




- 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 \pm 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 \pm 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

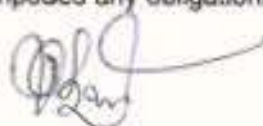
SUPPLY OF ENERGY

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

D.S. Misra
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(ii). 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,

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Principal Secretary
Government of Chhattisgarh
Energy Department




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.

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




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.

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

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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4.1.15 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

- ii. 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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Principal Secretary
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Energy Department




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 DEFALUT

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, Daganiya, RAIPUR. 0771- 4066931


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Principal Secretary
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Energy Department

- 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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Principal Secretary
Government of Chhattisgarh
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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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Principal Secretary
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Energy Department



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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 Chhattisgarh
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

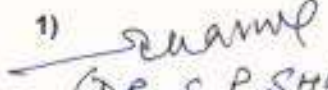
For and on behalf of
D.B. Power Limited



(Girish Agarwal)
Director
D.B. Power Limited

Witness :

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

2) 
(M.S. Rathore)
Addl. Secy
Energy Deptt.
Govt. of Chhattisgarh
Raipur C.C.

1) 
(DR. S.P. SHARMA)
ED (FIN)
CSPHCL, Raipur

2) 
AJAYA AGARWAL
Asstt. Manager,
CSPHCL
Raipur

1) 
IRFAN QURESHI
DGM (PR)
Dainik Bhaskar
Raipur

2) 
MOHD. ZAKIR
Asstt. Manager
Dainik Bhaskar
Raipur

Annexure -1

**List of major milestones for the implementation of 1100 \pm 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

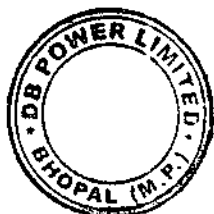

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Annexure P - 6

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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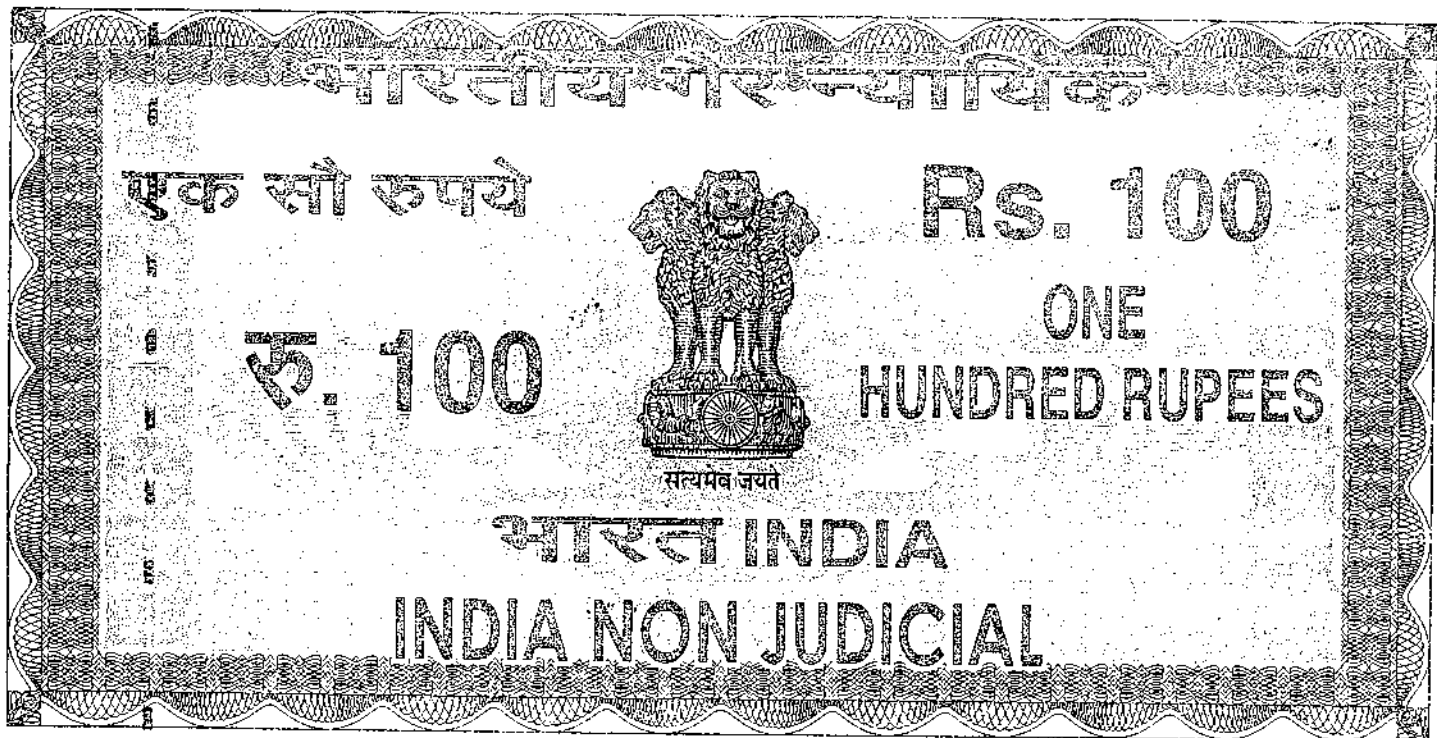
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Managing Director,
CSP TRAD CO, Raipur

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
CSPTadeco	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



Handwritten signature
Managing Director,
CSPTADCL, 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 (CSPTTradeco), 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 'CSPTTradeco' 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 CSPTTradeco are individually referred to as "Party" and collectively as "Parties")

PPA between CSPTTradeco & M/s DB Power Ltd.

| Page 4

Managing Director
CSPTCL, Raipur (CG)

कमरा 1332 विनाक 1/1/2011 कोमत 100/

नाम विवता डी.डी. लीन पावर लि.

पिता/पति/पति रायपुर

पति रायपुर रायपुर जिला रायपुर

पति मो. जकीर

पति सी. ए. पावर डी.डी. लीन रायपुर

पति डी.डी. लीन रायपुर



सी. डी. रायपुर रायपुर (रायपुर)

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 CSPTTradeCo 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 CSPTTradeCo, 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;



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Managing Director,
CSPT Trade Co. 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:

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;

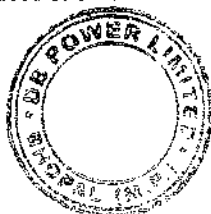
"Availability" shall, for any period, mean the average of the daily average Declared Capacities (DCs), for all the days during that period expressed as a percentage of the Installed Capacity of the Generating Station minus normative auxiliary consumption in MW, and computed in accordance with the formula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



Managing Director,
CSPT TRAD CO, 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;

"CSPTadeco 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 CSPTadeco 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;

"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 CSPTadeco 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;

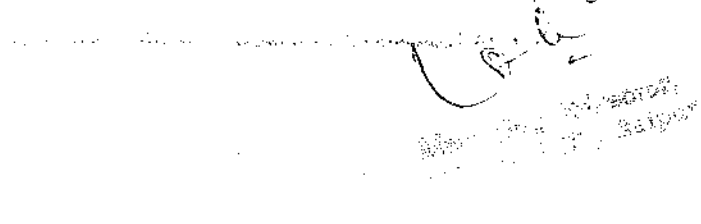
"Declared Capacity" shall mean the net capacity at Delivery Point during any Settlement Period, as declared by the Company in its Daily Generation Schedule or Revised Generation Capability Schedule, subject to the availability of adequate Fuel and regardless of constraints in the Grid;

"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 CSPTadeco 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 CSPTadeco 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 CSPTadeco 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;

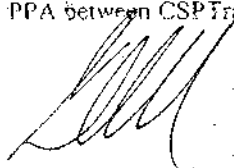
"Implementation Agreement" in short **"IA"** shall mean Agreement executed between the Govt. of Chhattisgarh, CSF Holding Co. Ltd. and the Project Developer.

"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;



Managing Director
THE CHAD CO. 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;



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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;



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Managing Director,
CSPT TRAD CO, Raipur

"Supplementary Bill" shall mean the bill raised by Company for any amount due from the CSPTadeco, other than the Monthly Bill or a bill raised by CSPTadeco 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 CSPTadeco 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 CSPTadeco;

"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.

A handwritten signature in dark ink is positioned to the left of a circular official stamp. The stamp contains text around its perimeter, which is partially legible as "DB POWER LTD." and "SALPUR".


Managing Director,
CSP TRAD CO, Salpur

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

Managing Director,
CSP TRAD CO. Raipur

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 GOCCG.

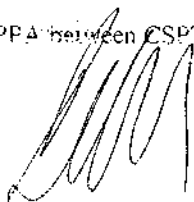
3.5 Early Termination


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

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,
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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;



- (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.



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.



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Managing Director,
CSP TRAD CO., Raipur

- 4.4.2 In addition, the Company shall be under obligation to supply the Contracted Output to CSPTadeco, 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 CSPTadeco has exclusive rights to sell such power on behalf of GOOG. 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 CSPTadeco 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 CSPTadeco 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 CSPTadeco 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 CSPTadeco in equal ratio. The Company shall maintain accounts and provide all details regarding cost of sale etc. to CSPTadeco 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 for 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 TRADCO, 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.



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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 CSPTradeco 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 CSPTradeco, 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 CSPTradeco 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,
CSP TRAD CO, Raipur

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



[Handwritten Signature]
Managing Director,
CSP TRADCO, Raipur

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 CSPTradeco 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 CSPTradeco under this Agreement shall be borne by CSPTradeco 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 CSPTradeco 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 CSPTadeco 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 1 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 CSPTadeco 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 CSPTadeco.



CSPTADCO
Managing Director,
CSPTADCO, 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.



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;

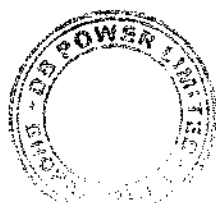
8.1.6 The Company shall open a bank account at Raipur (the "Designated Account") for all Tariff payments to be made by CSPTradeco to Company, and notify CSPTradeco of the details of such account within three (3) months prior to the Scheduled COD. CSPTradeco shall instruct its respective banker(s) to 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.

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.



8.4 Rebate for prompt payment and Late Payment Surcharge:

- 8.4.1 CSPTadeco 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 CSPTadeco 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 CSPTadeco 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 CSPTadeco 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 CSPTadeco and such Late Payment Surcharge shall be payable by CSPTadeco 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;

Managing Director:
CSPTAD CO. Raipur

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 CSPTadeco 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 CSPTadeco at least 30 days in advance.
- 9.1.2 The Letter of Credit established by CSPTadeco 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 CSPTadeco 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 CSPTadeco; 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 CSPTadeco 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, CSPTadeco 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 CSPTadeco 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.



Handwritten signature
 Managing Director,
 CSPTADCO, Raipur

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 CSPTadeco 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 CSPTadeco to evacuate power from the Power Station, shall be deemed to be an event of Force Majeure affecting CSPTadeco subject to CTU and CSPTadeco 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



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- (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;

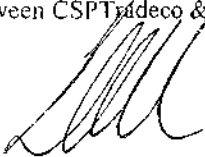
(d) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(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.



Managing Director,
CSPT Adco, Raipur

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.

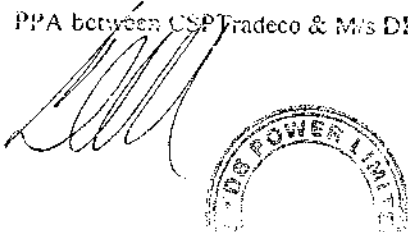
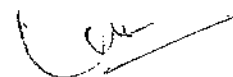
10.3 Available Relief for a Force Majeure Event

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.

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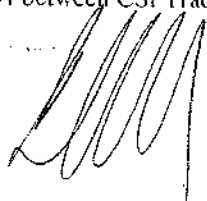
11. ARTICLE 11: ASSIGNMENTS AND SUCCESSION

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.

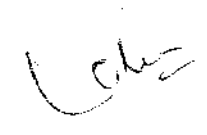
(ii) This PPA shall be substituted by new power purchase agreement(s) between the successor entities for the capacity allocation as set out in such scheme for reorganisation.




Managing Director,
CSP TRAD CO. RAIPUR

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:

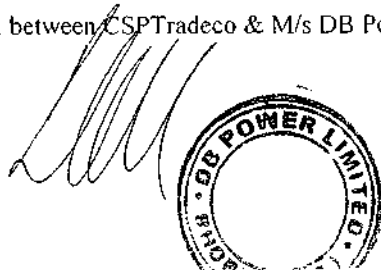
- (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any Law, statute, decree, ordinance or other law, regulation, code or rule by any Indian Governmental Instrumentality or a change in its interpretation of any Law by a Competent Court of Law, tribunal 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.




 Managing Director,
 CSP TRAD CL, Raipur

- 13.3.2 The Company shall be obliged to serve a notice to CSPTadeco if it is beneficially affected by a Change in Law. In case Company has not provided such notice, CSPTadeco 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 CSPTadeco 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 CSPTadeco in this regard and repudiates this Agreement; or
- ii) The Company fails to make payments, if any, to CSPTadeco 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 CSPTadeco's failure to comply with its material obligations, the Company is in breach of any of its material obligations pursuant to this Agreement; or



Managing Director,
CSPTAD CO., Raipur

- 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 CSPTadeco Event of Default;
- ii) CSPTadeco, 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.

Managing Director,
CSPTAD CL, Raipur

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:

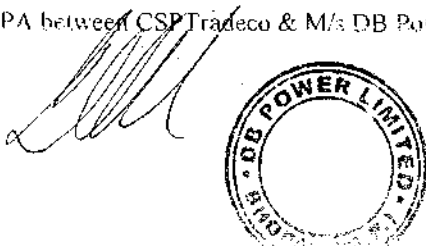
Such amount shall be paid within thirty (30) days of termination of this Agreement.

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.

Managing Director
CSF TRAD CO. Pvt. Ltd.

- 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.

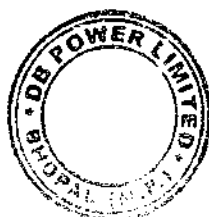
16.4 Severability

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.



Managing Director,
CSPT RAD CL, Raipur

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 CSPTradeco by the Company shall stand superseded and abrogated.

16.11 Affirmation

The Company and CSPTadeco 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 CSPTadeco 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:

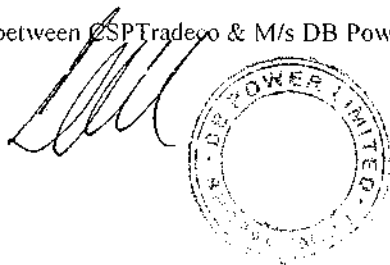
Address : G-3A/4-6, Kamanwala Chambers,
New Udyog Mandir-2, Mogul lane,
Mahim (West),
Mumbai-400016.

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

Email : rk.gupta@dbpower.in

Fax. No. : 022-39804793

Telephone No. : 022-39888840



Lab
Managing Director
CSPTAD 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.

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:

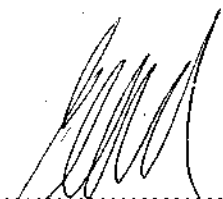
- (i) the Agreement and the Project;
- (ii) the Site;
- (iii) the movable property and intellectual property of the Company; and
- (iv) the revenues or any of the rights or assets of the Company;
- (v) CSPTradeco shall execute the required consent to such assignment of the required acknowledgement of 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.

Managing Director,
CSP TRAD CL, Raipur

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:

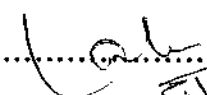
Authorized Signatory

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

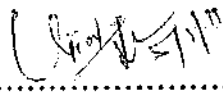
For and on behalf of:
CHHATTISGARH STATE
POWER TRADING COMPANY
LIMITED (CSPTadeco),
RAIPUR

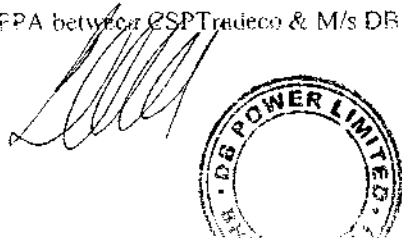

.....
Signature

(Name: V.K.SHRIVASTAV
Designation: Managing Director
Seal: *Managing Director*
CSPTCL; 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), CSPTadeco



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 - 1.

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) G&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:

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

where:

CC_{Cyn} 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 CSPT TradeCo;

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:

$MCC_{total} = ACC_{yn} \times (NDM / NDY) \times (0.5 + 0.5 \times PAFM / NAPAF)$ (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

$ACC_{yn} \times (0.5 + 35 / NAPAF) \times (PAFY / 70)$ (in Rupees).

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

$MCC_{total} = ACC_{yn} \times (NDM / NDY) \times (PAFM / NAPAF)$ (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

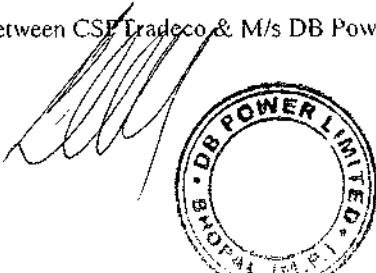
PAFM = Plant availability factor achieved during the month, in percent:

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:

$$PAFM \text{ or } PAFY = 10000 \times \sum_{i=1}^N DC_i / \{ N \times IC \times (100 - AUX) \} \%$$

Where,



Handwritten signature and stamp of CSF TRAD CO. The stamp contains the text 'CSF TRAD CO. BANGALORE'.

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 CSPTadeco:

The Monthly Capacity Charge payable by CSPTadeco 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 CSPTadeco 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 CSPTadeco for a month shall be:

$$EC_m = ECR_m * SE_m$$

Where,

EC_m is the Energy Charge payable by CSPTadeco 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 CSPTadeco 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 :



Handwritten signature and stamp: Managing Director, CSPT Radco, Raipur

Annexure P - 7

**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) 2574442, website: www.cspdcl.co.in Email: cecomcseb@rediff.com



No.02-02/ACE-I/ 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 Compex, 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



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 COMPANY LTD.**2nd Floor, "Vidyut Seva Bhawan" Dangania, Raipur

CIN: U40100CT2008SGC020994

No. / CE/Trading/Tech.Cell/ 224

Raipur 23 MAY 2019

To,

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.

Sub: - Supply of 5% power from your power plant to CSPTTrdCL against Power Purchase Agreements executed by CSPTTrdCL under MOU route with IPPs - **Provisional Energy Charge for the year 2019-20 decided by the CSERC**

Ref: - 1. Tariff order issued by CSERC on dtd. 28.02.2019.

5% power i.e. Concessional power is being purchased by CSPTTrdCL from you against Power Purchase Agreement executed by them at variable cost as decided by the CSERC every year. This power was being purchased by CSPTTrdCL during the year 2018-19 at a provisional energy variable charges of Rs. 1.80 per Kwh as per CSERC's Tariff order dtd. 26.03.2018. The power purchased by CSPTTrdCL from IPPs is being supplied to CSPDCL on back to back basis.

Now, CSERC vide **Tariff order dtd. 28.02.2019** has approved the tariff for concessional power to the extent of Rs. 1.60 per unit for the year 2019-20. This rate is made effective from 01.04.2019.

2. Hence, it is advised to raise the energy bills @ Rs. 1.60 per unit for the power supplied by you to CSPTTrdCL during the month of April 2019 and onwards.

Enclosure: Relevant page of Tariff order

Chief Engineer (Tech. Cell)
CSPTTrdCL, Raipur

ORDER
(Passed on February 28, 2019)

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 to Multi-Year Tariff principles and Methodology and Procedure for determination of Expected revenue from Tariff and Charges) Regulations, 2015 (hereinafter referred as 'CSERC MYT Regulations, 2015') for determination of tariff for the Generating Company, Licensees, and Chhattisgarh State Load Despatch Centre (CSLDC).
2. This Order is passed in respect of the Petitions filed by the (i) Chhattisgarh State Power Generation Company Ltd. (CSPGCL) for approval of final true-up for FY 2016-17 and provisional true up for FY 2017-18, (ii) Chhattisgarh State Power Transmission Company Ltd. (CSPTCL) for approval of final true-up for FY 2016-17 and provisional true up for FY 2017-18, (iii) Chhattisgarh State Load Dispatch Centre (CSLDC) for approval of final true-up for FY 2016-17 and provisional true up for FY 2017-18, and (iv) Chhattisgarh State Power Distribution Company Ltd. (CSPDCL) for approval of final true-up for FY 2016-17, provisional true up for FY 2017-18, and determination of tariff for FY 2019-20 .
3. This Order is passed under the provisions of Section 32(3), Section 45, and Section 62 read with Section 86(1) of the Act. The Commission, before passing the combined Order on the separate Petitions filed by CSPDCL, CSPTCL, CSLDC and CSPGCL, has considered the documents filed along with the Petitions, supplementary information obtained after Technical Validation, suggestions emerging from the applicant Companies, the consumers, their representatives and other stakeholders during the Public Hearing.
4. The Petitions were made available on the Commission's website as well as the Petitioners' website. The Petitions were also available at the offices of the Petitioners. A public notice along with the gist of the Petitions was also published in the newspapers. Suggestions/objections were invited as per the procedure laid down in the Regulations. Further, the Commission conducted hearings on the Petitions at Office of the Commission at Raipur on February 25, 2019 and February 26, 2019. The

Table 7-32: Power Purchase Cost estimated by Commission for FY 2019-20

Sr. No.	Particulars	MYT Order			CSPDCL Petition			Approved by the Commission		
		Purchase Quantum (MU)	Total Cost (Rs crore)	Rs. /kWh	Purchase Quantum (MU)	Total Cost (Rs crore)	Rs. /kWh	Purchase Quantum (MU)	Total Cost (Rs crore)	Rs. /kWh
1	Central Generating Stations	15690.76	4842.07	3.09	13,000.64	4,245.95	3.27	11,225.80	3,481.33	3.10
<i>a</i>	<i>NTPC</i>	<i>14393.86</i>	<i>4422.93</i>	<i>3.07</i>	<i>12,384.77</i>	<i>4,050.67</i>	<i>3.27</i>	<i>10,446.12</i>	<i>3,238.56</i>	<i>3.10</i>
<i>b</i>	<i>NTPC - SAIL (NSPCL)</i>	<i>323.65</i>	<i>131.42</i>	<i>4.06</i>	<i>297.95</i>	<i>99.12</i>	<i>3.33</i>	<i>297.95</i>	<i>99.12</i>	<i>3.33</i>
<i>c</i>	<i>NPCIL</i>	<i>790.10</i>	<i>226.41</i>	<i>2.87</i>	<i>303.97</i>	<i>93.30</i>	<i>3.07</i>	<i>303.97</i>	<i>93.30</i>	<i>3.07</i>
<i>d</i>	<i>Others</i>	<i>183.16</i>	<i>61.32</i>	<i>3.35</i>	<i>13.95</i>	<i>2.87</i>	<i>2.05</i>	<i>13.95</i>	<i>-</i>	<i>-</i>
<i>e</i>	<i>Thermal Bundled Power</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>163.81</i>	<i>50.36</i>	<i>3.07</i>
2	State Generating Stations	14131.38	3883.83	2.75	20,592.08	6,571.22	3.19	19,846.75	6,256.28	3.15
<i>a</i>	<i>CSPGCL – Thermal</i>	<i>14034.46</i>	<i>3838.32</i>	<i>2.73</i>	<i>20,218.95</i>	<i>6,505.86</i>	<i>3.22</i>	<i>19773.66</i>	<i>6229.65</i>	<i>3.15</i>
<i>b</i>	<i>CSPGCL - Renewables</i>	<i>96.92</i>	<i>45.51</i>	<i>4.70</i>	<i>373.13</i>	<i>65.36</i>	<i>1.75</i>	<i>73.09</i>	<i>26.63</i>	<i>3.64</i>
3	Short Term Purchase	1727.54	604.64	3.50	450.11	78.01	1.73	350.11	124.58	3.56
4	Concessional Power - Through CSPTrdCL	2160.86	411.51	1.90	1265.67	202.51	1.60	1,689.81	270.37	1.60
5	Others – Renewables	1974.64	1093.54	5.54	1,357.16	1,053.10	7.76	1,264.21	892.84	7.06
<i>a</i>	<i>Biomass</i>	<i>1159.16</i>	<i>637.54</i>	<i>5.50</i>	<i>897.91</i>	<i>558.50</i>	<i>6.22</i>	<i>602.62</i>	<i>368.83</i>	<i>6.12</i>
<i>b</i>	<i>Solar</i>	<i>321.72</i>	<i>209.12</i>	<i>6.50</i>	<i>348.34</i>	<i>223.63</i>	<i>6.42</i>	<i>311.89</i>	<i>166.62</i>	<i>5.34</i>
<i>c</i>	<i>Hydel/Other RE</i>	<i>493.76</i>	<i>246.88</i>	<i>5.00</i>	<i>110.91</i>	<i>42.70</i>	<i>3.85</i>	<i>177.44</i>	<i>78.72</i>	<i>4.44</i>
<i>d</i>	<i>Solar & Non-Solar RECs</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>228.27</i>	<i>-</i>	<i>-</i>	<i>158.44</i>	<i>-</i>



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

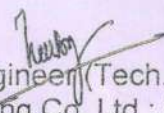
To

M/s. D.B. Power Ltd.
3rd Floor, Suman Corporate Link,
Opp. Dena Bank C-31 G Block,
Bandra-Kurla 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.

Enci : As above.


 Chief Engineer (Tech. Cell)
 CSPTdCL 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	CGS Stations	15,595.23	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	10,188.20	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.0771-4048788, Fax: 4073553
www.cserc.gov.in, e-mail: cserc.sec.cg@nic.in



Petition No. 43 of 2017(T)

In the Matter of:

Petition under section 86(1)(a) and 62 of the Electricity Act, 2003 for approval of power procurement price and it's true up based on the bills.

M/s DB Power Limited

.. Petitioner

v.

Chhattisgarh State Power Trading Company Ltd

.. Respondent-1

Chhattisgarh State Power Distribution Company Ltd

.. Respondent-2

PRESENT

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

Appearance

: Shri Vikash Adhiya (Advocate), Shri Nishant Kumar
 (Advocate) for petitioner

Ms. Gurpreet Kaur Chawala (Advocate), Ms. Sunaina
 Paryani (Advocate) and Ms. Paridhi Saxena (Advocate) for
 respondents

ORDER

(Passed on 01/01/2020)

The petitioner M/s DB Power Ltd. has filed this petition under the provisions of section 86 (1) (a) read with 62 of the Electricity Act, 2003, for determination of tariff (energy charge) of the power generated from its 2X600 MW generating plant, which is a coal based thermal power generating unit. The petitioner is supplying 5% of net power generated from this plant to Chhattisgarh State power trading company Limited (State Trading Company) at Energy Charge Rate (ECR). State Trading Company is further supplying this power to Chhattisgarh State Power Distribution Company Limited (CSPDCL) under back to back power sale arrangement.

2. Petitioner has sought following reliefs:

- (i) Approve the Energy (Variable) Charges.
- (ii) Direct the Respondent to pay the difference/shortfall in the energy (variable) charge.

- (iii) Direct the Respondent to reimburse the filing fees paid by the Petition towards this petition; and
 - (iv) 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.
3. Respondent no. 1 State Trading Company is engaged in trading in electricity in the State of Chhattisgarh as provided under the provisions of the Electricity Act, 2003.
 4. Respondent no. 2 CSPDCL is distribution licensee in the State of Chhattisgarh. CSPDCL is procuring the power generated from the petitioner's power plant through State Trading Company.

5. Legal Framework

- (i) Section 62 of the Act stipulates that the Commission shall determine the tariff for :
 - supply of electricity by a generating company to a distribution licensee ;
 - transmission of electricity;
 - wheeling of electricity; and
 - retail sale of electricity.
- (ii) Section 86(1)(a) mandates the State Commission to determine tariff of generating company.
- (iii) The Commission has notified CSERC (Terms and Conditions for Determination of Tariff according to multiyear tariff principles and Procedure for determination of expected revenue from tariff and charges) Regulations, 2012 (herein after referred as MYT Regulations 2012) and CSERC (Terms and Conditions for Determination of Tariff according to multiyear tariff principles and Procedure for determination of expected revenue from tariff and charges) Regulations, 2015 (herein after referred as MYT Regulations 2015) as mandated in Section 61 read with Sections 181(2)(zd) of the Electricity Act, 2003 (the Act) to specify the terms and conditions for the determination of tariff.
- (iv) The instant petition has been filed under above mentioned regulations.
- (v) The petitioner has entered into PPA with State Trading Company for supply of 5% Power from its 2 x 600 MW thermal power station. CSPDCL is further purchasing this power from State Trading Company. As per clause 2 of the MYT Regulations 2015, the Commission has to determine tariff for generators who is supplying power to distribution licensees of the State directly or through State Trading Company.

6. Brief note of tariff filing and consultation process

- (i) The petition was filed on 01.08.2017 and it was registered as petition no 43/2017 on 06.09.2017. The company was directed to publish the abridged version of the petition in Hindi and English newspapers for inviting objections/suggestions from the stakeholders. The company published a notice comprising salient features of the tariff petitions on 18.01.2019 in "The Hitavada", "Deshbandhu" and "Dainik Bhaskar" newspapers.
- (ii) Copies of petition were made available for inspection and /or purchase in the office of the Commission and office of M/s DB Power Ltd. The petition was also posted on the website of the Commission i.e. www.cserc.gov.in. Objections/suggestion from stakeholders on the petition were invited within 21 days from the date of publish of public notice. Public hearing on the petition was fixed for 27.03.2019. A notice in this regard was published in "The Central Chronicle", "Navbharat" and "Deshbandhu" newspapers on 19.03.2019. Accordingly, Commission heard the parties.

7. Jurisdiction Issue

Respondents' Submission

Respondents State Trading Company and CSPDCL had earlier objected on the petition on the issue of jurisdiction. According to State Trading Company, as the petitioner is involved in composite scheme for generation and sale of electricity in more than one State, tariff of such power stations should only be determined by Central Electricity Regulatory Commission (CERC).

Commission's View

- (i) Preliminary objection on the issue of jurisdiction, the Commission has passed a separate order dated 27.04.2019 has held that State Government has notified a policy to encourage investment in the State by allowing setting up of generating plants, out of which a maximum of 35% of the installed capacity can be procured by the Distribution Licensees of the State for which tariff may be determined under Section 62 of the Electricity Act, 2003.
- (ii) Para 5.11(j) of the policy, states the tariff for such 35% of the installed capacity shall be determined by the SERC. From aforesaid provision in the Tariff Policy, it is clear that the present case comes under the special dispensation contained in the policy. Therefore, This Commission has the jurisdiction to determine tariff for the 5 per cent power being procured by CSPDCL from the petitioner at variable cost.

8. Applicability of Regulations

Petitioner's Submission

According to the petitioner, tariff regulations specified by this State Commission will be applicable. In the petition, the petitioner has computed energy charge rate in accordance with the Regulations specified by this Commission.

Respondents' Submission

Both the Respondents are of the view that as per PPA with the petitioner, the tariff is required to be determined as per CERC Regulations.

Commission's View

The Commission is required to determine tariff of petitioner for only that quantum of electricity which is being supplied to Respondent and not for the complete generating station. Since the tariff is being determined by this State Commission for the power supply to the State licensees, the Regulations notified by this State Commission will be applicable i.e. MYT Regulations 2012 and MYT Regulations 2015. However, if certain operating norms have not been provided in State Commission's Regulations, the State Commission may adopt norms of CERC's Regulations. Section 61 of the Act prescribes that the State Commission shall be guided by CERC's Regulations in specifying terms and conditions of tariff.

9. Determination of tariff (energy charge)

- (i) The petitioner has filed this petition for determination of tariff for the period FY 2015-16, FY 2016-17 and FY 2017-18. The Commission has notified the MYT Regulations, 2012 and MYT Regulations, 2015. These Regulations are applicable for determination of tariff under Section 62 for **the control period from FY 2013-14 to FY 2015-16** and for the control period FY 2016-17 to FY 2020-21 respectively. Accordingly, the tariff of petitioner's power plant shall be decided according to the provisions of MYT Regulations, 2012 and MYT Regulations, 2015.
- (ii) Clause 42.5 of MYT Regulations, 2012 and Clause 41.6 of MYT Regulations, 2015 specify methodology and principle for determination of energy charges of thermal power generating stations. The same has been utilized for determining energy charge rate for the power plant in question. The clause reads as under:

“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:

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

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. Parameters for determination of energy charge

I. Auxiliary Energy Consumption

Petitioner Submission

Petitioner submitted that their 600 MW unit has natural draft cooling tower (NDCT). Accordingly, Petitioner has claimed 6.00% normative auxiliary consumption in accordance with the MYT Regulations 2012, for determining energy charges for FY 2015-16. For FY 2016-17 and FY 2017-18, Petitioner has claimed 5.25% normative auxiliary consumption in accordance with the MYT Regulations 2015, for determining energy charges.

Respondent Submission

Respondents submitted that according to the PPA, the tariff of petitioner's plant is required to be determined in accordance with CERC Tariff Regulations 2014.

Commission's View

- (i) On the issue of applicability of the regulations, the Commission has already deliberated the issue in earlier paragraphs and has held that State MYT Regulations for relevant periods will be applicable in the instant case.

- (ii) Commission has referred MYT Regulations 2012 and MYT Regulations 2015 for the norms of auxiliary energy consumption. Accordingly, normative auxiliary energy consumption is considered as 6.00%, 5.25% and 5.25% for FY 2015-16, FY 2016-17 and FY 2017-18 respectively as the petitioner's power plant is having and natural draft cooling towers.
- (iii) The petitioner was asked to submit the actual energy consumption for FY 2015-16, FY 2016-17 and FY 2017-18. In response to this, the petitioner submitted the data according to which actual auxiliary energy consumption for FY 2015-16, FY 2016-17 and FY 2017-18 works out to 6.12%, 5.63% and 5.67 % respectively.

II. Gross calorific value (CVPF) of primary fuel

Petitioner's Submission

The petitioner submitted data, according to which GCVs for FY 2015-16, FY 2016-17 and FY 2017-18 were 2945 kcal/kg, 2858 kcal/kg and 2884 kcal/kg respectively.

Commission's View

After prudence check, GCV for FY 2015-16, FY 2016-17 and FY 2017-18 were found to be 2945 kcal/kg, 2858 kcal/kg and 2884 kcal/kg respectively.

III. Calorific value of secondary fuel

The petitioner has submitted data in respect of calorific value of secondary fuel. After prudence check, calorific value of secondary fuel of 10000 kcal/litre has been considered.

IV. Gross Station Heat Rate (GSHR)

Petitioner's Submission

Petitioner's submission is that tariff period of FY 2015-16 is covered under MYT Regulations 2012. Accordingly, petitioner has claimed GSHR norms as 2425 kCal/kWh as specified in MYT Regulations 2012, for determination of tariff for FY 2015-16. For FY 2016-17 and FY 2017-18, the norms prescribed in MYT Regulations 2015, would apply. Therefore, petitioner has claimed normative gross station heat rate as 2375 kCal/kWh.

Commission's View

- (i) The petitioner's plant achieved COD in FY 2015-16 and the petition in question seeks to determine tariff for FY 2015-16, FY 2016-17 and FY

2017-18. For determination of tariff for FY 2015-16, provisions of MYT Regulations 2012 shall apply whereas for FY 2016-17 and FY 2017-18, provisions of MYT Regulations 2015 shall apply.

- (ii) As per MYT Regulations 2012, plants achieving COD on or after 01/04/2010 and prior to 01/04/2016 has been categorized as 'new plants'. Formula for determining the norms for GSHR of such plants has been specified in this regulation i.e. $GSHR = 1.065 \times \text{Design Heat Rate}$. Design Heat Rate as guaranteed by the manufacturer for petitioner's plant is 2252 kCal/kWh. By Applying above formula, norms of GSHR works out to 2398 kCal/kWh and same has been considered.
- (iii) As per MYT Regulations 2015, plants achieving COD prior to 01/04/2016 has been categorized as 'existing generating station'. Norms for GSHR of such plants has been specified in these regulations. Accordingly, GSHR norms for the petitioner's plant shall be 2375 kCal/kWh as specified in the regulations.
- (iv) Therefore, the Commission has considered GSHR norms 2398 kCal/kWh, 2375 kCal/kWh and 2375 kCal/kWh for FY 2015-16, FY 2016-17 and FY 2017-18 respectively for computation of Energy Charge Rate.
- (v) Actual SHR data of the power plant as submitted by petitioner for FY 2015-16, FY 2016-17 and FY 2017-18 are 2380.96 kCal/kWh, 2360.97 kCal/kWh and 2425.94 kCal/kWh respectively. The Commission, after prudence check, has considered the same for computation of actual energy charge rate.

V. Weighted average landed price of primary fuel

According to the petitioner's submission, actual weighted average landed price of primary fuel for the FY 2015-16, FY 2016-17 and FY 2017-18 is Rs. 2418.87/MT, 2206.30/MT and 2797.33/MT respectively. After prudence check, the Commission has considered the values as submitted by the petitioner.

VI. Specific fuel oil consumption

- (i) The MYT Regulations 2012, specifies normative secondary fuel oil consumption as 1.00 ml/kwh and the same has been considered for determining normative energy charge for FY 2015-16. The record submitted by petitioner shows that actual consumption of specific fuel oil for FY 2015-16 is 0.56 ml/kwh. The Commission has considered these values for computing energy charge rate.

- (ii) The MYT Regulations 2015, specifies normative secondary fuel oil consumption as 0.50 ml/kwh and the same has been considered for determining normative energy charge. The record submitted by petitioner shows that specific fuel oil consumption for FY 2016-17 and FY 2017-18 is 0.27 ml/kwh and 0.28 ml/kwh respectively. The Commission has considered these values for computing energy charge rate.

VII. Weighted Average Landed Price of Secondary Fuel

The petitioner has submitted weighted average landed price of secondary fuel as Rs.46908.68/KL, Rs.39881.76/KL and Rs. 41983.57/KL for FY 2015-16, FY 2016-17 and FY 2017-18 respectively and the same has been considered by the Commission.

11. The computation of energy charge rate for FY 2015-16, FY 2016-17 and FY 2017-18 is tabulated below:

S. No.	Particular	Unit	FY 2015-16		FY 2016-17		FY 2017-18	
			Normative	Actual	Normative	Actual	Normative	Actual
1	Aux	%	6.00	6.12	5.25	5.63	5.25	5.67
2	CVPF	kCal /kg	2,944.91	2,944.91	2,858.00	2,858.00	2,884.15	2,884.15
3	CVSF	kCal /ml	10.00	10.00	10.00	10.00	10.00	10.00
4	GSHR	kCal /kWh	2,398.00	2,380.96	2,375.00	2,360.97	2,375.00	2,425.94
5	LPPF	Rs./kg	2.43	2.42	2.22	2.21	2.81	2.80
6	SFC	ml/kWh	0.50	0.56	0.50	0.27	0.50	0.28
7	LPSFI	Rs./ml	0.05	0.05	0.04	0.04	0.04	0.04
8	ECR (Ex-Bus)	Rs./kWh	2.126	2.106	1.961	1.941	2.461	2.504

12. Sharing of gains and loss

- (i) Clause 11 of MYT Regulations, 2015 specifies controllable and uncontrollable factors which re as under:

“11.1 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 eyents;*
- (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.*

11.2. For the purpose of these Regulations, the term "Controllable factors" shall comprise of the following:

- (a) Capitalization on account of cost overruns in the implementation of a capital expenditure project not attributable to an approved change in scope of such project, change in statutory levies or circumstances beyond control of the generating company or the licensee, as the case may be.
- (b) Generation performance parameters like PLF, SHR, Auxiliary consumption, pAF etc;
- (c) Energy losses computed in accordance to Regulation 7
- (d)Operation & Maintenance expenses;
- (e) Failure to meet the standards specified in the Standards of Performance Regulations, except where exempted;
- (f) Variation in Wires Availability and Supply Availability.”

- (ii) MYT Regulations 2012 and 2015, specifies generation performance parameters like PLF, SHR, Auxiliary consumption, PAF as controllable factor. Clause 13 of MYT Regulations 2012 and 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.

13. Based on MYT Regulations 2012 and 2015, summary of true up for the FY 2016-17 and FY 2017-18 is tabulated below:

S. No.	Particular	Unit	FY 2015-16		FY 2016-17		FY 2017-18	
			Normative	Actual	Normative	Actual	Normative	Actual
1	ECR (Ex-Bus)	Rs./kWh	2.126	2.106	1.961	1.941	2.461	2.504
2	ECR (after sharing gain & Loss)	Rs./kWh	2.116		1.951		2.483	

14. Reimbursement of water charges, electricity duty on auxiliary consumption and electricity duty on sale of electricity

Petitioner’s Submission

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

Respondents' Submission

The Respondents stated that auxiliary consumption is consumption of power by various apparatus fitted in the generation plant for the purpose of power generation. No part of this auxiliary consumption was utilized by the respondents as petitioner is supplying power to the extent of 5% of their net generation. Thus, the question of reimbursement of ED on this auxiliary consumption does not arise.

Commission's View

As per clause 35.1 of the MYT Regulations 2015, statutory taxes, such as electricity duty, cess, water charges etc. shall be recoverable by the generating company on reimbursement basis. Accordingly, the petitioner's claim is allowed and State Trading Company 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 State Trading Company/CSPDCL.

15. Reimbursement of ash disposal expenses.

Petitioner's Submission

The petitioner stated that ash disposal is integral part to generation. As per MYT Regulations, the expenses incurred on account of ash disposal is reimbursable based on actual cost incurred in disposing the ash.

Respondents' Submission

Respondents submitted that ash disposal expenses cannot be reimbursed because the PPA nowhere contemplates reimbursement of any kind of fly ash charges. The petitioner has failed to state that how reimbursement towards fly ash falls under uncontrollable parameter.

Commission's View

As per the MYT Regulations 2012 and 2015, the expenses in question do not form part of the variable component. Therefore, the claim is disallowed.

16. Issue claim of petitioner for payment of transmission charges by respondents

Petitioner's Submission

According to petitioner, the energy supplied to respondent State Trading Company from petitioner's power plant is evacuated through the 400 kV D/C dedicated transmission line and it is owned by the petitioner. According to the petitioner, as per Article 4.5.1 of the PPA, the transmission charges beyond delivery point i.e. ex-bus power plant is required

to be borne by the buyer, i.e. State Trading Company. In view of this, petitioner has claimed transmission charges.

Respondent's Submission

According to respondents, transmission charges for transmission line between bus bar of the generating station and to connection point of CTU is supposed to be paid in terms of capacity charge. Capacity charges are payable for fix allocated capacity from the plant. Since respondents are purchasing 5% net generated power from the petitioner at variable cost for which above transmission charges has not been agreed.

Commission's View

It may be proper to examine the provisions specified in the State MYT Regulations, 2012 and MYT Regulations 2015. The Regulations specify that 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.

17. Issue of reimbursement of petition filing fees

Petitioner's Submission

The petitioner has pleaded for reimbursement of petition filling fee.

Commission's View

As regards the above claim of the petitioner, the relevant provision of the MYT regulations 2015 reads as under;

“The application filing fee and the expenses incurred on publication of notices in the application for approval of tariff, be allowed to be recovered by the generating company or the transmission licensee/STU or the distribution licensee, as the case may be, directly from the beneficiaries or the transmission customers, as the case may be.”

In the light of the aforesaid provision, the claim of petitioner is allowed. Accordingly, the petitioner is at liberty to recover the said amount from the beneficiary i.e. CSPDCL.

18. Summary

- (i) Considering the gains and losses with respect to normative parameters, energy charge rate for FY 2015-16, FY 2016-17 and FY 2017-18 shall be Rs 2.116 per kWh, Rs 1.951 per kWh and Rs 2.483 per kWh respectively. These rates are ex-bus as per clause 41.6 of the MYT Regulations 2015.
- (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 except fly ash disposal charges.

- (iii) Petitioner is allowed carrying cost/holding cost at the rate of 13.04%, 12.80% and 12.60% for FY 2015-16, FY 2016-17 and FY 2017-18 respectively, to be computed from the date of filing of the petition.

19. We order accordingly.

**Sd/-
(Vinod Deshmukh)
Member-Judicial**

**Sd/-
(Arun Kumar Sharma)
Member**

**Sd/-
(D S Misra)
Chairman**

Attachment-3

PERFORMANCE GUARANTEE SCHEDULE

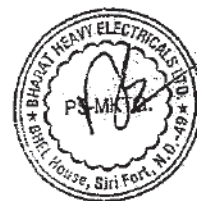
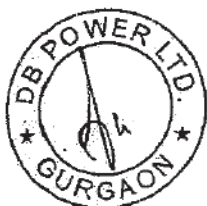
BHEL hereby confirms only the following Guarantees

A) Guarantees under Liquidated Damages (LD):

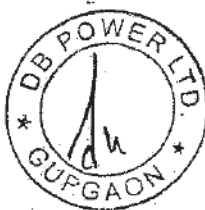
S no.	Description	Value
1	Steam Generator Guaranteed Steam Flow @ BMCR	1950 t/h
2	Efficiency of Steam Generator @ TMCR-DC with 33 °C / 60% RH	86.32%
3	Guaranteed Auxiliary Power Consumption for One unit @ TMCR-DC	19400 KW (List of auxiliaries as per Annexure-1)
4	Minimum Guaranteed Gross Turbine Heat 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



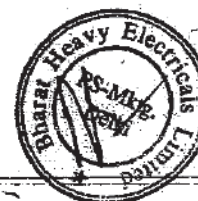
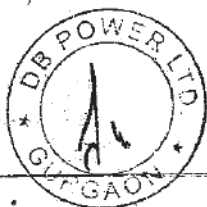
**List of auxiliaries for Auxiliary
power consumption Guarantee
(Annexure-1 of Attachment 3)**



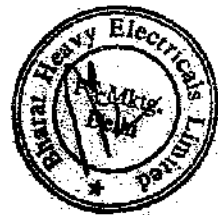
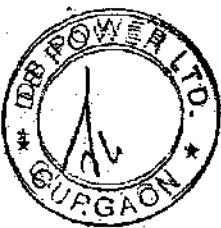
Annexure-1

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

	UNIT AUXILIARIES	No. of auxiliaries working @ TMC-R-DC		
1	Boiler feed pumps (Not applicabe)			
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 TMC-R 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 M/u pump			
Total Aux Power for Unit				16.00 MW
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)			



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

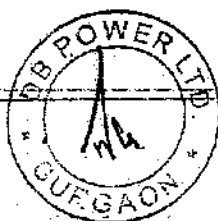


C. Generator:

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



Annex P13 – Month Wise Coal Procurement (Linkage & Non-Linkage)**D.B. POWER LIMITED (FY: 2020-21)**

Month	Opening Stock	Receipt Linkage	Receipt Non Linkage	Consumption Unit I	Consumption Unit II	Closing Stock
	MT	MT	MT	MT	MT	MT
Apr-20	2,95,500	2,21,335	94,582	2,67,400	10,560	3,33,456
May-20	3,33,456	2,49,251	33,505	2,08,930	2,34,921	1,72,361
Jun-20	1,72,361	1,32,452	3,69,740	2,42,445	2,49,100	1,83,007
Jul-20	1,83,007	1,57,745	2,55,462	2,56,610	2,77,024	62,580
Aug-20	62,580	2,10,782	2,91,686	2,28,839	2,50,629	85,581
Sep-20	85,581	1,96,400	2,86,223	2,10,017	2,48,338	1,09,849
Oct-20	1,09,849	1,95,478	3,39,329	1,57,688	2,95,639	1,91,329
Nov-20	1,91,329	1,46,711	4,36,028	2,42,989	2,62,018	2,69,061
Dec-20	2,69,061	1,88,697	3,46,238	2,58,279	2,76,187	2,69,530
Jan-21	2,69,530	2,87,909	3,12,737	2,65,701	2,39,560	3,64,915
Feb-21	3,64,915	2,04,055	1,98,984	2,50,654	2,68,590	2,48,710
Mar-21	2,48,710	2,56,113	2,46,347	3,12,260	3,12,145	1,26,765
Total	2,48,710	24,46,927	32,10,861	29,01,812	29,24,711	1,26,765

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Apr-20	2,95,500	80,47,39,968	3,821	1,14,09,116	104	4,85,945	-	-	3,925	81,66,35,029	7,748	1,68,43,915	-	-	7,748	1,68,43,915	2,91,677	79,97,91,113
2-Apr-20	2,91,677	79,97,91,113	7,713	1,74,21,364	76	3,48,498	-	-	7,789	81,75,60,975	9,159	2,11,64,840	-	-	9,159	2,11,64,840	2,90,306	79,63,96,135
3-Apr-20	2,90,306	79,63,96,135	7,892	1,78,35,247	386	14,67,400	-	-	8,279	81,56,98,782	9,050	2,09,34,486	-	-	9,050	2,09,34,486	2,89,535	79,47,64,296
4-Apr-20	2,89,535	79,47,64,296	7,761	1,75,28,878	308	14,18,258	-	-	8,069	81,37,11,432	9,484	2,19,13,128	-	-	9,484	2,19,13,128	2,88,119	79,17,98,305
5-Apr-20	2,88,119	79,17,98,305	3,870	87,40,271	295	9,03,967	-	-	4,164	80,14,42,543	7,801	1,80,24,495	-	-	7,801	1,80,24,495	2,84,483	78,34,18,048
6-Apr-20	2,84,483	78,34,18,048	7,982	1,80,29,406	977	28,87,478	-	-	8,959	80,43,34,932	8,792	2,03,17,080	-	-	8,792	2,03,17,080	2,84,650	78,40,17,852
7-Apr-20	2,84,650	78,40,17,852	3,651	82,46,067	1,258	30,75,974	-	-	4,909	79,53,39,893	9,041	2,08,17,228	-	-	9,041	2,08,17,228	2,80,518	77,45,22,665
8-Apr-20	2,80,518	77,45,22,665	7,423	1,67,73,035	2,409	62,89,734	-	-	9,832	79,75,85,434	8,174	1,86,46,353	-	-	8,174	1,86,46,353	2,82,176	77,89,39,081
9-Apr-20	2,82,176	77,89,39,081	3,742	84,51,157	2,095	43,24,245	-	-	5,836	79,17,14,483	7,723	1,77,65,773	-	-	7,723	1,77,65,773	2,80,289	77,39,48,711
10-Apr-20	2,80,289	77,39,48,711	11,445	2,58,57,737	1,884	42,49,952	-	-	13,329	80,40,56,399	9,220	2,10,60,235	-	-	9,220	2,10,60,235	2,84,398	78,29,96,165
11-Apr-20	2,84,398	78,29,96,165	7,607	1,71,81,038	1,573	40,90,826	-	-	9,180	80,42,68,029	8,912	2,03,10,062	-	-	8,912	2,03,10,062	2,84,665	78,39,57,967
12-Apr-20	2,84,665	78,39,57,967	-	-	6,391	1,42,24,432	-	-	6,391	79,81,82,399	9,829	2,23,99,865	-	-	9,829	2,23,99,865	2,81,227	77,57,82,535
13-Apr-20	2,81,227	77,57,82,535	7,456	1,68,41,781	9,601	2,09,94,175	-	-	17,058	81,36,18,491	9,396	2,14,13,077	-	-	9,396	2,14,13,077	2,88,889	79,22,05,414
14-Apr-20	2,88,889	79,22,05,414	4,283	95,68,435	3,386	85,48,849	-	-	7,669	81,03,22,698	9,591	2,17,68,959	-	-	9,591	2,17,68,959	2,86,967	78,85,53,740
15-Apr-20	2,86,967	78,85,53,740	5,698	1,22,01,560	8,186	1,89,90,230	-	-	13,883	81,97,45,530	9,609	2,11,26,794	-	-	9,609	2,11,26,794	2,91,242	79,86,18,736
16-Apr-20	2,91,242	79,86,18,736	3,886	87,64,731	4,550	1,09,39,073	-	-	8,436	81,83,22,540	9,317	2,09,58,255	-	-	9,317	2,09,58,255	2,90,361	79,73,64,285
17-Apr-20	2,90,361	79,73,64,285	7,316	1,65,24,659	4,941	1,21,93,721	-	-	12,257	82,60,82,665	8,590	2,02,51,150	-	-	8,590	2,02,51,150	2,94,028	80,58,31,515
18-Apr-20	2,94,028	80,58,31,515	7,427	1,67,76,279	5,202	1,32,93,039	-	-	12,630	83,59,00,833	9,365	2,24,73,802	-	-	9,365	2,24,73,802	2,97,293	81,34,27,030
19-Apr-20	2,97,293	81,34,27,030	3,792	85,64,996	4,477	95,26,942	-	-	8,269	83,15,18,968	8,928	2,35,08,295	-	-	8,928	2,35,08,295	2,96,633	80,80,10,674
20-Apr-20	2,96,633	80,80,10,674	7,520	1,69,85,888	6,640	1,42,66,981	-	-	14,160	83,92,63,542	7,558	1,70,96,342	-	-	7,558	1,70,96,342	3,03,236	82,21,67,200
21-Apr-20	3,03,236	82,21,67,200	7,428	1,68,02,294	6,651	1,45,63,605	-	-	14,079	85,35,33,099	9,823	2,20,51,820	-	-	9,823	2,20,51,820	3,07,492	83,14,81,279
22-Apr-20	3,07,492	83,14,81,279	11,100	2,50,43,414	4,266	83,94,832	-	-	15,366	86,49,19,525	9,112	2,05,86,654	-	-	9,112	2,05,86,654	3,13,746	84,43,32,871
23-Apr-20	3,13,746	84,43,32,871	4,342	1,03,67,107	2,475	63,06,752	-	-	6,817	86,10,06,730	9,652	2,47,05,130	-	-	9,652	2,47,05,130	3,10,911	83,63,01,601
24-Apr-20	3,10,911	83,63,01,601	11,737	2,61,45,075	609	32,82,704	-	-	12,346	86,57,29,380	9,209	2,12,43,496	-	-	9,209	2,12,43,496	3,14,048	84,44,85,884
25-Apr-20	3,14,048	84,44,85,884	10,440	2,34,57,020	778	25,02,480	-	-	11,219	87,04,45,385	8,694	2,00,55,484	-	-	8,694	2,00,55,484	3,16,572	85,03,89,901
26-Apr-20	3,16,572	85,03,89,901	7,083	1,53,71,362	3,441	71,03,939	-	-	10,523	87,28,65,202	8,959	2,26,64,769	-	-	8,959	2,26,64,769	3,18,137	85,02,00,433
27-Apr-20	3,18,137	85,02,00,433	15,686	3,60,86,520	2,199	56,34,561	-	-	17,885	89,19,21,514	8,749	2,01,02,035	-	-	8,749	2,01,02,035	3,27,273	87,18,19,478
28-Apr-20	3,27,273	87,18,19,478	11,067	2,40,57,053	3,418	70,56,924	-	-	14,484	90,29,33,455	9,797	2,06,21,596	-	-	9,797	2,06,21,596	3,31,960	88,23,11,859
29-Apr-20	3,31,960	88,23,11,859	13,923	2,94,45,467	2,760	58,74,646	-	-	16,683	91,76,31,972	8,804	1,88,32,463	3,621	1,11,43,002	12,425	2,99,75,465	3,36,218	88,76,56,507
30-Apr-20	3,36,218	88,76,56,507	8,245	2,03,85,979	3,246	84,74,845	-	-	11,491	91,65,17,331	7,314	1,51,59,901	6,939	2,13,53,575	14,253	3,65,13,475	3,33,456	88,00,03,856
Total - April'20			2,21,335	50,08,62,937	94,582	22,17,15,007			3,15,916	25,07,28,09,191	2,67,400	61,48,17,479	10,560	3,24,96,577	2,77,960	64,73,14,055		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-May-20	3,33,456	88,00,03,856	11,422	2,54,98,276	2,616	54,00,928	-	-	14,038	91,09,03,060	7,401	1,87,41,092	7,303	1,88,20,752	14,704	3,75,61,844	3,32,789	87,33,41,216
2-May-20	3,32,789	87,33,41,216	11,147	2,48,59,667	2,650	71,65,425	-	-	13,796	90,53,66,308	7,979	2,09,66,856	7,775	1,99,66,631	15,754	4,09,33,487	3,30,832	86,44,32,821
3-May-20	3,30,832	86,44,32,821	12,963	2,94,78,769	2,523	52,08,469	-	-	15,486	89,91,20,058	7,288	1,82,67,169	6,986	1,80,01,047	14,274	3,62,68,216	3,32,043	86,28,51,842
4-May-20	3,32,043	86,28,51,842	12,754	2,92,44,570	2,056	42,44,413	-	-	14,810	89,63,40,826	6,256	1,57,20,606	7,487	1,94,05,464	13,743	3,51,26,069	3,33,110	86,12,14,757
5-May-20	3,33,110	86,12,14,757	14,503	3,25,93,780	151	3,30,957	-	-	14,654	89,41,39,493	-	-	9,466	2,55,69,627	9,466	2,55,69,627	3,38,298	86,85,69,867
6-May-20	3,38,298	86,85,69,867	16,293	3,68,00,881	-	-	-	-	16,293	90,53,70,748	-	-	7,485	1,95,24,047	7,485	1,95,24,047	3,47,106	88,58,46,701
7-May-20	3,47,106	88,58,46,701	11,457	2,56,52,528	-	-	-	-	11,457	91,14,99,228	1,689	39,87,871	8,034	1,94,81,137	9,723	2,34,69,008	3,48,840	88,80,30,220
8-May-20	3,48,840	88,80,30,220	11,938	2,67,75,409	32	1,19,818	-	-	11,969	91,49,25,447	8,230	2,07,28,190	7,736	2,00,58,562	15,966	4,07,86,752	3,44,843	87,41,38,695
9-May-20	3,44,843	87,41,38,695	11,939	2,73,50,403	-	10,34,422	-	-	11,939	90,25,23,520	8,380	2,10,64,594	8,281	2,13,83,728	16,661	4,24,48,322	3,40,120	86,00,75,198
10-May-20	3,40,120	86,00,75,198	5,629	1,29,51,155	3,752	1,99,44,424	-	-	9,382	89,29,70,777	8,131	2,13,26,809	7,739	2,05,29,152	15,870	4,18,55,960	3,33,632	85,11,14,817
11-May-20	3,33,632	85,11,14,817	9,728	2,23,82,818	-	(1,05,446)	-	-	9,728	87,33,92,188	7,853	2,03,32,646	7,610	1,99,13,757	15,463	4,02,46,403	3,27,897	83,31,45,786
12-May-20	3,27,897	83,31,45,786	13,084	3,04,52,581	-	(7,75,589)	-	-	13,084	86,28,22,778	7,006	1,75,93,878	7,226	1,83,65,444	14,232	3,59,59,322	3,26,749	82,68,63,455
13-May-20	3,26,749	82,68,63,455	8,684	2,02,03,041	-	1,07,023	-	-	8,684	84,71,73,519	7,405	1,86,87,382	7,213	1,83,98,514	14,618	3,70,85,896	3,20,815	81,00,87,624
14-May-20	3,20,815	81,00,87,624	5,094	1,24,88,540	-	3,79,199	-	-	5,094	82,29,55,362	8,722	2,24,72,991	8,076	2,09,76,468	16,798	4,34,49,459	3,09,112	77,95,05,904
15-May-20	3,09,112	77,95,05,904	7,964	1,80,14,983	285	16,63,269	-	-	8,249	79,91,84,156	8,482	2,19,05,923	8,281	2,37,23,960	16,763	4,56,29,883	3,00,598	75,35,54,273
16-May-20	3,00,598	75,35,54,273	7,710	1,52,19,569	143	8,31,139	-	-	7,853	76,96,04,981	7,089	1,78,06,522	7,083	2,02,91,850	14,172	3,80,98,371	2,94,279	73,15,06,610
17-May-20	2,94,279	73,15,06,610	3,921	88,55,916	-	-	-	-	3,921	74,03,62,526	6,518	1,58,18,302	6,967	1,99,59,525	13,485	3,57,77,827	2,84,714	70,45,84,699
18-May-20	2,84,714	70,45,84,699	4,353	1,11,89,199	3,939	2,23,82,364	-	-	8,292	73,81,56,262	7,853	1,99,34,777	7,690	2,20,30,824	15,543	4,19,65,601	2,77,464	69,61,90,661
19-May-20	2,77,464	69,61,90,661	11,449	2,63,51,224	-	-	-	-	11,449	72,25,41,885	7,432	1,87,57,666	7,284	2,08,67,688	14,716	3,96,25,354	2,74,197	68,29,16,531
20-May-20	2,74,197	68,29,16,531	4,659	1,14,76,768	-	-	-	-	4,659	69,43,93,299	7,391	1,87,17,335	7,625	2,19,29,255	15,016	4,06,46,591	2,63,839	65,37,46,708
21-May-20	2,63,839	65,37,46,708	12,443	2,78,36,028	-	(4,82,455)	-	-	12,443	68,11,00,281	7,575	1,88,83,592	8,081	2,32,40,697	15,656	4,21,24,289	2,60,626	63,89,75,992
22-May-20	2,60,626	63,89,75,992	4,327	80,13,868	-	(12,74,253)	-	-	4,327	64,57,15,607	6,827	1,71,30,901	6,958	2,00,10,985	13,785	3,71,41,885	2,51,168	60,85,73,722
23-May-20	2,51,168	60,85,73,722	4,207	95,24,494	61	1,64,043	-	-	4,269	61,82,62,259	6,861	1,73,19,354	7,197	2,06,98,341	14,058	3,80,17,695	2,41,379	58,02,44,564
24-May-20	2,41,379	58,02,44,564	7,979	1,80,43,030	-	-	-	-	7,979	59,82,87,594	7,499	1,80,46,496	7,324	2,10,68,417	14,823	3,91,14,912	2,34,535	55,91,72,682
25-May-20	2,34,535	55,91,72,682	4,018	93,36,938	-	(14,56,812)	-	-	4,018	56,70,52,807	8,025	1,93,85,959	8,689	2,49,95,013	16,714	4,43,80,972	2,21,839	52,26,71,836
26-May-20	2,21,839	52,26,71,836	3,769	85,00,028	3,886	86,53,910	-	-	7,656	53,98,25,774	7,619	1,85,51,290	7,829	2,25,21,113	15,448	4,10,72,403	2,14,047	49,87,53,371
27-May-20	2,14,047	49,87,53,371	3,795	85,72,675	-	(61,866)	-	-	3,795	50,72,64,180	7,965	1,94,37,720	7,694	2,21,32,769	15,659	4,15,70,489	2,02,183	46,56,93,691
28-May-20	2,02,183	46,56,93,691	4,384	1,05,13,052	3,710	42,41,853	-	-	8,094	48,04,48,596	7,170	1,73,99,846	7,409	2,13,12,930	14,579	3,87,12,776	1,95,698	44,17,35,820
29-May-20	1,95,698	44,17,35,820	4,041	1,08,73,914	3,999	1,79,34,108	-	-	8,040	47,05,43,842	6,519	1,55,85,093	6,569	1,88,96,563	13,088	3,44,81,657	1,90,650	43,60,62,186
30-May-20	1,90,650	43,60,62,186	3,599	79,20,743	3,701	22,81,185	-	-	7,300	44,62,64,114	5,840	1,40,35,962	7,000	2,01,36,389	12,840	3,41,72,352	1,85,110	41,20,91,762
31-May-20	1,85,110	41,20,91,762	-	12,88,912	-	28,10,894	-	-	-	41,61,91,568	5,925	1,42,78,992	6,824	1,96,30,103	12,749	3,39,09,095	1,72,361	38,22,82,473
Total - May'20			2,49,251	56,82,63,759	33,505	10,07,41,422			2,82,756	22,87,47,03,047	2,08,930	52,28,85,814	2,34,921	64,38,40,750	4,43,851	1,16,67,26,564		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Jun-20	1,72,361	38,22,82,473	3,827	86,44,954	3,687	82,10,794	-	-	7,515	39,91,38,220	7,531	1,70,53,692	7,414	1,91,64,188	14,945	3,62,17,879	1,64,931	36,29,20,341
2-Jun-20	1,64,931	36,29,20,341	3,966	89,17,991	3,718	81,38,920	-	-	7,684	37,99,77,252	7,709	1,74,61,467	8,048	2,07,31,013	15,757	3,81,92,480	1,56,858	34,17,84,772
3-Jun-20	1,56,858	34,17,84,772	3,934	88,85,280	4,274	92,62,665	-	-	8,207	35,99,32,716	7,005	1,54,00,648	6,935	1,73,63,214	13,940	3,27,63,862	1,51,125	32,71,68,854
4-Jun-20	1,51,125	32,71,68,854	3,884	87,32,833	1,822	35,23,627	-	-	5,706	33,94,25,313	6,818	1,55,24,197	7,148	1,78,51,906	13,966	3,33,76,103	1,42,865	30,60,49,210
5-Jun-20	1,42,865	30,60,49,210		1,84,203	11,246	2,43,35,885	-	-	11,246	33,05,69,299	6,858	1,56,12,282	6,763	1,70,35,331	13,621	3,26,47,614	1,40,490	29,79,21,685
6-Jun-20	1,40,490	29,79,21,685		-	16,837	3,71,70,009	-	-	16,837	33,50,91,694	7,570	1,62,90,209	8,319	2,09,95,510	15,889	3,72,85,719	1,41,439	29,78,05,975
7-Jun-20	1,41,439	29,78,05,975		-	12,435	2,65,51,706	-	-	12,435	32,43,57,681	7,280	1,57,38,367	6,745	1,66,98,049	14,025	3,24,36,416	1,39,849	29,19,21,265
8-Jun-20	1,39,849	29,19,21,265	4,071	85,56,974	11,486	2,54,75,919	-	-	15,557	32,59,54,158	7,013	1,51,11,150	7,922	1,98,87,232	14,935	3,49,98,383	1,40,471	29,09,55,775
9-Jun-20	1,40,471	29,09,55,775		2,27,718	15,278	3,18,81,238	-	-	15,278	32,30,64,732	-	-	10,164	2,70,06,920	10,164	2,70,06,920	1,45,585	29,60,57,812
10-Jun-20	1,45,585	29,60,57,812	3,791	83,09,113	7,317	1,14,11,022	-	-	11,109	31,57,77,947	4,208	90,46,700	8,948	2,26,74,405	13,156	3,17,21,105	1,43,538	28,40,56,842
11-Jun-20	1,43,538	28,40,56,842	4,008	44,52,061	14,411	2,92,98,988	-	-	18,420	31,78,07,891	7,924	1,73,60,977	7,563	1,68,27,378	15,487	3,41,88,354	1,46,470	28,36,19,537
12-Jun-20	1,46,470	28,36,19,537	7,542	1,69,33,838	11,025	2,11,21,513	-	-	18,567	32,16,74,887	8,618	1,90,60,654	8,118	2,03,70,127	16,736	3,94,30,781	1,48,301	28,22,44,107
13-Jun-20	1,48,301	28,22,44,107	7,536	1,70,37,912	14,171	2,89,75,405	-	-	21,707	32,82,57,423	7,746	1,71,55,997	7,975	1,99,37,932	15,721	3,70,93,930	1,54,288	29,11,63,494
14-Jun-20	1,54,288	29,11,63,494	4,128	93,18,145	18,507	3,63,62,290	-	-	22,634	33,68,43,929	8,423	1,86,80,897	7,735	1,93,56,503	16,158	3,80,37,401	1,60,764	29,88,06,529
15-Jun-20	1,60,764	29,88,06,529		-	23,297	6,19,14,244	-	-	23,297	36,07,20,773	8,872	1,94,70,258	8,392	2,20,57,984	17,264	4,15,28,242	1,66,797	31,91,92,531
16-Jun-20	1,66,797	31,91,92,531	12,014	2,78,89,751	14,341	2,85,77,232	-	-	26,355	37,56,59,514	9,558	2,06,93,646	9,196	2,41,97,707	18,754	4,48,91,354	1,74,398	33,07,68,160
17-Jun-20	1,74,398	33,07,68,160	7,521	1,75,13,960	5,019	81,35,872	-	-	12,540	35,64,17,993	8,867	1,92,86,944	8,782	2,07,07,396	17,649	3,99,94,340	1,69,289	31,64,23,653
18-Jun-20	1,69,289	31,64,23,653	11,183	2,53,53,562	7,947	1,51,18,476	-	-	19,130	35,68,95,692	9,262	1,99,51,261	7,847	2,05,96,561	17,109	4,05,47,822	1,71,310	31,63,47,869
19-Jun-20	1,71,310	31,63,47,869		13,91,702	13,887	2,80,89,290	-	-	13,887	34,58,28,861	9,956	2,04,26,957	898	25,15,555	10,854	2,29,42,512	1,74,343	32,28,86,349
20-Jun-20	1,74,343	32,28,86,349	3,863	87,19,902	18,020	3,62,49,184	-	-	21,883	36,78,55,435	8,826	1,85,54,123	8,355	2,25,82,188	17,181	4,11,36,311	1,79,045	32,67,19,124
21-Jun-20	1,79,045	32,67,19,124		-	18,281	3,73,62,296	-	-	18,281	36,40,81,420	7,777	1,57,38,647	7,742	1,71,62,053	15,519	3,29,00,699	1,81,807	33,11,80,721
22-Jun-20	1,81,807	33,11,80,721	3,444	77,74,001	15,559	2,05,25,183	-	-	19,002	35,94,79,904	9,352	1,89,34,393	9,284	2,02,68,059	18,636	3,92,02,452	1,82,173	32,02,77,452
23-Jun-20	1,82,173	32,02,77,452	7,193	1,47,01,830	8,771	1,89,61,044	-	-	15,964	35,39,40,326	9,641	1,95,36,184	10,071	2,09,14,895	19,712	4,04,51,078	1,78,425	31,34,89,248
24-Jun-20	1,78,425	31,34,89,248	7,135	1,19,74,094	13,838	2,27,72,724	-	-	20,973	34,82,36,065	10,970	2,22,24,620	10,293	2,10,27,344	21,263	4,32,51,964	1,78,134	30,49,84,101
25-Jun-20	1,78,134	30,49,84,101	3,344	64,24,462	19,154	4,02,04,388	-	-	22,498	35,16,12,952	10,350	2,09,53,248	10,041	2,09,74,038	20,391	4,19,27,286	1,80,242	30,96,85,665
26-Jun-20	1,80,242	30,96,85,665	3,809	88,29,113	15,487	3,19,31,692	-	-	19,297	35,04,46,470	9,587	1,96,39,834	10,129	2,14,50,135	19,716	4,10,89,969	1,79,822	30,93,56,501
27-Jun-20	1,79,822	30,93,56,501	7,477	1,70,30,174	12,044	2,38,97,795	-	-	19,521	35,02,84,469	9,176	1,92,43,726	10,002	2,14,75,861	19,178	4,07,19,587	1,80,165	30,95,64,882
28-Jun-20	1,80,165	30,95,64,882	7,768	1,69,02,390	14,500	2,98,68,318	-	-	22,268	35,63,35,590	8,504	1,81,16,060	9,049	1,96,04,351	17,553	3,77,20,411	1,84,881	31,86,15,180
29-Jun-20	1,84,881	31,86,15,180	3,844	88,34,475	13,387	2,75,53,420	-	-	17,231	35,50,03,075	7,887	1,62,33,059	9,561	1,97,46,544	17,448	3,59,79,603	1,84,663	31,90,23,472
30-Jun-20	1,84,663	31,90,23,472	7,170	1,71,16,560	9,992	1,89,82,402	-	-	17,162	35,51,22,434	9,157	1,98,13,066	9,661	2,03,46,038	18,818	4,01,59,104	1,83,007	31,49,63,330
Total June'20			1,32,452	29,06,56,998	3,69,740	75,18,63,540			5,02,191	10,44,57,94,116	2,42,445	51,83,13,261	2,49,100	59,15,26,420	4,91,545	1,10,98,39,681		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Jul-20	1,83,007	31,49,63,330	3,835	83,40,571	9,165	1,64,63,658	-	-	13,000	33,97,67,558	8,969	1,95,26,688	8,694	2,04,07,370	17,663	3,99,34,058	1,78,344	29,98,33,500
2-Jul-20	1,78,344	29,98,33,500	7,668	1,87,58,558	3,659	71,40,369	-	-	11,327	32,57,32,428	8,225	1,77,83,381	9,208	2,03,83,387	17,433	3,81,66,768	1,72,239	28,75,65,659
3-Jul-20	1,72,239	28,75,65,659	7,204	1,70,44,201	83	1,54,908	-	-	7,287	30,47,64,768	9,256	1,98,08,838	8,596	1,88,56,837	17,852	3,86,65,675	1,61,673	26,60,99,093
4-Jul-20	1,61,673	26,60,99,093	7,499	1,69,29,153	38	73,166	-	-	7,537	28,31,01,412	9,470	2,09,29,321	8,831	1,99,46,217	18,301	4,08,75,538	1,50,909	24,22,25,874
5-Jul-20	1,50,909	24,22,25,874	3,460	78,11,024	1,028	19,02,224	-	-	4,488	25,19,39,122	8,568	1,81,74,075	8,397	1,83,30,023	16,965	3,65,04,098	1,38,432	21,54,35,023
6-Jul-20	1,38,432	21,54,35,023	3,916	96,76,526	9,657	1,94,22,820	-	-	13,573	24,45,34,369	9,100	1,93,39,482	8,435	1,84,80,509	17,535	3,78,19,991	1,34,470	20,67,14,378
7-Jul-20	1,34,470	20,67,14,378	3,821	84,31,393	15,739	3,32,85,496	-	-	19,560	24,84,31,267	9,095	1,80,55,370	9,175	1,88,76,196	18,270	3,69,31,565	1,35,759	21,14,99,702
8-Jul-20	1,35,759	21,14,99,702	7,709	1,77,40,194	5,955	1,36,34,219	-	-	13,664	24,28,74,115	8,933	1,84,57,463	8,917	1,88,27,634	17,850	3,72,85,097	1,31,573	20,55,89,018
9-Jul-20	1,31,573	20,55,89,018	7,540	1,73,00,882	4,935	1,00,32,980	-	-	12,476	23,29,22,880	9,499	1,96,06,601	9,835	2,06,94,293	19,334	4,03,00,894	1,24,715	19,26,21,986
10-Jul-20	1,24,715	19,26,21,986	-	3,32,397	17,120	3,70,10,195	-	-	17,120	22,99,64,579	9,283	1,85,23,814	9,782	1,96,69,268	19,065	3,81,93,083	1,22,770	19,17,71,496
11-Jul-20	1,22,770	19,17,71,496		(1,37,519)	12,942	2,59,36,545	-	-	12,942	21,75,70,523	9,568	1,90,92,519	10,327	2,07,65,133	19,895	3,98,57,652	1,15,816	17,77,12,870
12-Jul-20	1,15,816	17,77,12,870		-	14,781	3,09,58,167	-	-	14,781	20,86,71,038	7,691	1,53,47,049	8,364	1,68,18,009	16,055	3,21,65,058	1,14,542	17,65,05,980
13-Jul-20	1,14,542	17,65,05,980	3,329	54,62,242	8,908	1,85,41,150	-	-	12,237	20,05,09,372	8,745	1,81,25,027	9,025	1,87,04,367	17,770	3,68,29,394	1,09,010	16,36,79,978
14-Jul-20	1,09,010	16,36,79,978	6,740	1,34,37,445	8,107	1,55,47,777	-	-	14,847	19,26,65,200	8,870	1,89,08,735	10,257	2,16,50,004	19,127	4,05,58,739	1,04,730	15,21,06,462
15-Jul-20	1,04,730	15,21,06,462	3,785	88,74,230	9,531	2,08,04,708	-	-	13,316	18,17,85,400	9,819	1,99,29,986	10,242	2,11,72,464	20,061	4,11,02,449	97,985	14,06,82,951
16-Jul-20	97,985	14,06,82,951		5,74,687	20,224	4,18,76,681	-	-	20,224	18,31,34,318	10,220	1,99,53,309	10,189	2,04,87,648	20,409	4,04,40,957	97,800	14,26,93,361
17-Jul-20	97,800	14,26,93,361	4,084	92,18,814	15,886	3,12,73,292	-	-	19,970	18,31,85,468	8,380	1,66,74,266	8,735	1,79,53,477	17,115	3,46,27,743	1,00,655	14,85,57,725
18-Jul-20	1,00,655	14,85,57,725	3,698	96,78,663	7,079	64,46,332	-	-	10,777	16,46,82,720	2,751	57,68,005	10,072	1,99,60,292	12,823	2,57,28,298	98,609	13,89,54,422
19-Jul-20	98,609	13,89,54,422	3,738	84,39,518	13,914	2,83,17,925	-	-	17,653	17,57,11,865	-	-	9,469	1,92,62,530	9,469	1,92,62,530	1,06,793	15,64,49,335
20-Jul-20	1,06,793	15,64,49,335		-	9,730	1,69,90,187	-	-	9,730	17,34,39,522	6,885	1,33,38,215	7,623	1,46,93,345	14,508	2,80,31,560	1,02,015	14,54,07,962
21-Jul-20	1,02,015	14,54,07,962	2,924	47,97,468	5,939	61,20,356	-	-	8,863	15,63,25,786	7,455	1,48,90,864	6,967	1,38,38,776	14,422	2,87,29,640	96,456	12,75,96,146
22-Jul-20	96,456	12,75,96,146	11,662	2,54,62,121	2,796	64,42,777	-	-	14,458	15,95,01,043	7,968	1,69,91,001	7,676	1,61,58,736	15,644	3,31,49,738	95,270	12,63,51,305
23-Jul-20	95,270	12,63,51,305	3,931	93,02,400	6,720	1,41,07,118	-	-	10,651	14,97,60,824	8,957	1,73,71,310	9,027	1,79,46,053	17,984	3,53,17,363	87,938	11,44,43,460
24-Jul-20	87,938	11,44,43,460	7,540	1,30,11,510	8,273	1,94,53,244	-	-	15,813	14,69,08,215	9,112	1,53,87,605	9,029	1,74,91,263	18,141	3,28,78,868	85,610	11,40,29,347
25-Jul-20	85,610	11,40,29,347	3,818	89,42,886	11,850	2,59,36,131	-	-	15,668	14,89,08,363	8,792	1,41,70,042	8,331	1,61,10,726	17,123	3,02,80,768	84,155	11,86,27,595
26-Jul-20	84,155	11,86,27,595	7,790	1,75,85,189	1,746	30,97,259	-	-	9,536	13,93,10,043	7,968	1,36,95,398	8,226	1,42,86,029	16,194	2,79,81,427	77,497	11,13,28,616
27-Jul-20	77,497	11,13,28,616	7,368	1,50,52,584	4,750	94,46,762	-	-	12,118	13,58,27,962	8,809	1,48,48,805	8,874	1,52,36,472	17,683	3,00,85,277	71,932	10,57,42,685
28-Jul-20	71,932	10,57,42,685	7,873	1,53,96,249	5,824	1,27,02,362	-	-	13,696	13,38,41,296	9,304	1,67,95,189	9,431	1,67,21,896	18,735	3,35,17,085	66,893	10,03,24,211
29-Jul-20	66,893	10,03,24,211	11,972	2,49,41,083	4,590	99,90,387	-	-	16,562	13,52,55,681	9,100	1,69,68,517	9,172	1,68,96,685	18,272	3,38,65,202	65,182	10,13,90,479
30-Jul-20	65,182	10,13,90,479	3,685	90,71,466	11,337	2,28,05,260	-	-	15,022	13,32,67,205	8,126	1,46,62,482	8,269	1,43,38,034	16,395	2,90,00,516	63,809	10,42,66,690
31-Jul-20	63,809	10,42,66,690	11,156	2,56,81,325	3,156	76,50,241	-	-	14,312	13,75,98,256	7,692	1,57,58,379	7,849	1,58,29,649	15,541	3,15,88,028	62,580	10,60,10,228
Toyal-July'20			1,57,745	34,71,57,260	2,55,462	51,35,64,699			4,13,207	6,16,18,92,598	2,56,610	50,88,81,737	2,77,024	56,07,93,324	5,33,634	1,06,96,75,061		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Aug-20	62,580	10,60,10,228	11,588	2,61,38,007	1,753	33,75,620	-	-	13,341	13,55,23,855	7,586	1,55,55,832	8,727	1,76,00,669	16,313	3,31,56,501	59,608	10,23,67,354
2-Aug-20	59,608	10,23,67,354	10,365	2,18,93,416	2,083	39,89,579	-	-	12,447	12,82,50,349	207	4,17,944	10,505	2,08,33,375	10,712	2,12,51,320	61,344	10,69,99,029
3-Aug-20	61,344	10,69,99,029	7,474	1,76,05,318	3,545	67,90,523	-	-	11,019	13,13,94,871	2,371	47,78,011	9,868	1,94,30,896	12,239	2,42,08,907	60,124	10,71,85,964
4-Aug-20	60,124	10,71,85,964	11,320	2,24,49,946	3,984	76,30,436	-	-	15,303	13,72,66,346	8,375	1,69,95,573	8,604	1,70,85,361	16,979	3,40,80,934	58,448	10,31,85,412
5-Aug-20	58,448	10,31,85,412	7,696	1,46,58,723	4,021	83,96,179	-	-	11,717	12,62,40,315	8,203	1,56,74,370	8,210	1,50,50,264	16,413	3,07,24,634	53,752	9,55,15,681
6-Aug-20	53,752	9,55,15,681	7,709	1,53,51,900	1,328	28,12,365	-	-	9,037	11,36,79,946	8,600	1,64,12,682	8,524	1,56,13,863	17,124	3,20,26,545	45,665	8,16,53,401
7-Aug-20	45,665	8,16,53,401	7,682	1,75,89,151	3,595	72,14,461	-	-	11,277	10,64,57,013	7,559	1,44,69,988	7,758	1,46,96,067	15,317	2,91,66,055	41,625	7,72,90,958
8-Aug-20	41,625	7,72,90,958	25	2,77,780	8,625	1,87,95,035	-	-	8,650	9,63,63,772	8,224	1,60,64,669	8,539	1,61,30,437	16,763	3,21,95,105	33,512	6,41,68,667
9-Aug-20	33,512	6,41,68,667	8,033	1,31,78,845	7,809	1,53,60,687	-	-	15,842	9,27,08,199	7,708	1,50,77,475	8,557	1,61,69,461	16,265	3,12,46,935	33,089	6,14,61,263
10-Aug-20	33,089	6,14,61,263	10,794	2,26,10,751	3,794	77,32,569	-	-	14,588	9,18,04,583	6,949	1,36,25,059	7,164	1,38,88,336	14,113	2,75,13,395	33,564	6,42,91,188
11-Aug-20	33,564	6,42,91,188	3,456	74,26,245	13,838	3,25,52,066	-	-	17,294	10,42,69,499	7,464	1,48,96,648	7,378	1,45,02,731	14,842	2,93,99,379	36,016	7,48,70,120
12-Aug-20	36,016	7,48,70,120	3,781	62,03,141	15,132	3,25,09,685	-	-	18,913	11,35,82,946	7,291	1,48,82,641	7,446	1,49,32,433	14,737	2,98,15,073	40,191	8,37,67,873
13-Aug-20	40,191	8,37,67,873	7,858	1,45,33,725	17,243	4,02,50,827	-	-	25,101	13,85,52,426	8,102	1,64,55,573	7,916	1,58,94,011	16,018	3,23,49,583	49,274	10,62,02,842
14-Aug-20	49,274	10,62,02,842		263	22,121	5,19,27,725	-	-	22,121	15,81,30,830	7,444	1,70,16,224	7,411	1,58,90,546	14,855	3,29,06,770	56,540	12,52,24,061
15-Aug-20	56,540	12,52,24,061	7,418	1,43,29,663	12,732	3,18,20,476	-	-	20,150	17,13,74,199	7,872	1,69,61,178	7,818	1,62,54,136	15,690	3,32,15,313	61,000	13,81,58,886
16-Aug-20	61,000	13,81,58,886		-	19,037	4,32,80,658	-	-	19,037	18,14,39,544	7,938	1,81,45,457	8,089	1,73,44,303	16,027	3,54,89,760	64,010	14,59,49,784
17-Aug-20	64,010	14,59,49,784	3,768	90,64,692	20,392	4,70,67,984	-	-	24,160	20,20,82,460	8,037	1,84,66,874	7,543	1,63,76,182	15,580	3,48,43,056	72,591	16,72,39,404
18-Aug-20	72,591	16,72,39,404	3,859	87,31,449	17,987	4,40,56,927	-	-	21,846	22,00,27,780	7,950	1,84,67,524	8,042	1,84,88,792	15,992	3,69,56,316	78,444	18,30,71,465
19-Aug-20	78,444	18,30,71,465	7,431	1,44,84,758	17,114	5,67,70,214	-	-	24,544	25,43,26,437	7,391	1,69,60,534	7,852	1,71,09,942	15,243	3,40,70,475	87,745	22,02,55,961
20-Aug-20	87,745	22,02,55,961		5,94,094	20,340	4,76,48,789	-	-	20,340	26,84,98,845	7,768	1,93,47,544	7,484	1,72,96,806	15,252	3,66,44,350	92,833	23,18,54,495
21-Aug-20	92,833	23,18,54,495	11,632	2,38,82,969	9,730	2,40,75,997	-	-	21,363	27,98,13,461	7,133	1,59,91,963	7,804	1,68,82,315	14,937	3,28,74,278	99,259	24,69,39,182
22-Aug-20	99,259	24,69,39,182	7,779	1,50,79,712	13,457	2,62,01,564	-	-	21,236	28,82,20,458	7,717	1,76,34,873	7,498	1,69,56,435	15,215	3,45,91,308	1,05,280	25,36,29,150
23-Aug-20	1,05,280	25,36,29,150	7,594	1,71,48,402	6,849	1,35,97,225	-	-	14,443	28,43,74,777	7,895	1,79,39,110	7,723	1,75,21,950	15,618	3,54,61,061	1,04,104	24,89,13,717
24-Aug-20	1,04,104	24,89,13,717	4,443	1,14,61,425	9,674	3,45,09,213	-	-	14,117	29,48,84,354	8,212	1,96,42,558	8,338	1,97,27,452	16,550	3,93,70,009	1,01,671	25,55,14,345
25-Aug-20	1,01,671	25,55,14,345	3,664	82,42,201	10,439	1,92,49,369	-	-	14,102	28,30,05,915	8,292	1,99,72,660	8,420	2,00,35,403	16,712	4,00,08,063	99,062	24,29,97,852
26-Aug-20	99,062	24,29,97,852	11,471	2,59,03,706	4,310	86,73,153	-	-	15,781	27,75,74,711	7,430	1,74,86,209	7,349	1,72,88,223	14,779	3,47,74,432	1,00,064	24,28,00,279
27-Aug-20	1,00,064	24,28,00,279	4,273	1,04,60,470	3,882	88,66,440	-	-	8,155	26,21,27,189	7,859	1,86,60,728	7,720	1,82,62,316	15,579	3,69,23,045	92,640	22,52,04,144
28-Aug-20	92,640	22,52,04,144	7,808	1,75,13,178	3,800	77,28,616	-	-	11,608	25,04,45,939	8,257	1,93,87,069	8,071	1,91,09,137	16,328	3,84,96,206	87,921	21,19,49,733
29-Aug-20	87,921	21,19,49,733	8,175	1,91,89,404	61	21,40,476	-	-	8,236	23,32,79,613	8,491	1,93,57,023	8,707	2,06,20,904	17,198	3,99,77,927	78,959	19,33,01,686
30-Aug-20	78,959	19,33,01,686	7,650	1,71,79,977	9,535	1,94,88,453	-	-	17,185	22,99,70,115	7,274	1,66,32,200	7,847	1,85,78,289	15,121	3,52,10,490	81,023	19,47,59,625
31-Aug-20	81,023	19,47,59,625	16,037	3,54,89,054	3,478	76,60,457	-	-	19,515	23,79,09,136	7,240	1,65,39,155	7,717	1,76,72,071	14,957	3,42,11,226	85,581	20,36,97,909
Total-Aug'20			2,10,782	44,86,72,364	2,91,686	68,21,73,769			5,02,468	5,89,35,79,882	2,28,839	49,99,15,345	2,50,629	53,32,43,106	4,79,468	1,03,31,58,452		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Sep-20	85,581	20,36,97,909	7,440	1,68,00,646	1,572	(10,22,576)	-	-	9,012	21,94,75,980	7,013	1,62,51,503	7,297	1,67,89,201	14,310	3,30,40,704	80,283	18,64,35,276
2-Sep-20	80,283	18,64,35,276	11,492	2,63,42,394	1,840	38,77,185	-	-	13,332	21,66,54,854	7,528	1,74,38,166	7,795	1,83,54,174	15,323	3,57,92,340	78,292	18,08,62,514
3-Sep-20	78,292	18,08,62,514	7,431	1,51,38,999	1,750	36,86,819	-	-	9,181	19,96,88,332	8,757	1,96,00,653	9,431	2,20,04,571	18,188	4,16,05,223	69,285	15,80,83,109
4-Sep-20	69,285	15,80,83,109	7,633	1,76,48,320	1,800	37,71,225	-	-	9,433	17,95,02,654	8,308	1,85,92,517	8,571	1,92,13,187	16,879	3,78,05,704	61,839	14,16,96,950
5-Sep-20	61,839	14,16,96,950	10,806	2,26,30,962	2,814	59,23,440	-	-	13,620	17,02,51,351	8,331	1,86,44,660	8,919	1,99,87,223	17,250	3,86,31,882	58,208	13,16,19,469
6-Sep-20	58,208	13,16,19,469	3,677	83,02,771	5,765	1,18,75,077	-	-	9,441	15,17,97,317	7,654	1,71,06,951	7,785	1,74,14,084	15,439	3,45,21,035	52,211	11,72,76,282
7-Sep-20	52,211	11,72,76,282	11,568	2,67,58,720	6,555	1,36,82,066	-	-	18,122	15,77,17,067	7,572	1,69,39,095	7,195	1,61,00,370	14,767	3,30,39,466	55,566	12,46,77,602
8-Sep-20	55,566	12,46,77,602	3,616	85,62,319	6,976	1,58,36,562	-	-	10,592	14,90,76,482	7,317	1,65,16,622	6,863	1,54,50,137	14,180	3,19,66,759	51,978	11,71,09,723
9-Sep-20	51,978	11,71,09,723	7,739	1,79,31,139	13,583	2,76,75,265	-	-	21,322	16,27,16,127	9,102	2,05,15,494	9,041	2,04,83,067	18,143	4,09,98,561	55,156	12,17,17,566
10-Sep-20	55,156	12,17,17,566	7,414	1,52,72,374	7,276	1,58,59,718	-	-	14,690	15,28,49,658	9,211	2,00,52,360	8,660	1,90,52,668	17,871	3,91,05,027	51,976	11,37,44,631
11-Sep-20	51,976	11,37,44,631	7,608	1,74,91,682	6,657	1,38,57,061	-	-	14,265	14,50,93,374	7,602	1,67,91,102	7,961	1,75,16,373	15,563	3,43,07,475	50,678	11,07,85,899
12-Sep-20	50,678	11,07,85,899	11,661	2,44,91,191	2,770	60,74,986	-	-	14,431	14,13,52,076	7,244	1,56,18,857	7,514	1,65,35,589	14,758	3,21,54,445	50,351	10,91,97,631
13-Sep-20	50,351	10,91,97,631	15,226	3,22,79,344	5,945	1,22,47,178	-	-	21,171	15,37,24,152	6,444	1,39,07,195	6,493	1,42,31,030	12,937	2,81,38,225	58,585	12,55,85,927
14-Sep-20	58,585	12,55,85,927	-	16,50,423	12,209	2,64,21,912	-	-	12,209	15,36,58,263	7,087	1,53,29,370	6,949	1,51,97,110	14,036	3,05,26,480	56,758	12,31,31,783
15-Sep-20	56,758	12,31,31,783	7,461	1,68,47,029	7,080	1,82,01,054	-	-	14,540	15,81,79,866	6,849	1,54,31,072	6,961	1,52,22,059	13,810	3,06,53,130	57,488	12,75,26,736
16-Sep-20	57,488	12,75,26,736	11,530	2,38,92,196	8,214	1,89,78,911	-	-	19,744	17,03,97,843	7,109	1,54,55,367	7,422	1,63,55,041	14,531	3,18,10,408	62,702	13,85,87,436
17-Sep-20	62,702	13,85,87,436	11,071	2,35,81,455	9,661	1,95,45,973	-	-	20,733	18,17,14,865	7,229	1,57,37,357	7,301	1,61,15,281	14,530	3,18,52,638	68,904	14,98,62,227
18-Sep-20	68,904	14,98,62,227	7,800	1,81,14,433	10,565	2,21,64,419	-	-	18,365	19,01,41,079	5,733	1,22,97,958	7,683	1,67,34,655	13,416	2,90,32,613	73,853	16,11,08,466
19-Sep-20	73,853	16,11,08,466	3,623	60,65,094	10,926	2,27,65,294	-	-	14,548	18,99,38,854	-	-	9,306	2,04,37,582	9,306	2,04,37,582	79,096	16,95,01,272
20-Sep-20	79,096	16,95,01,272	-	-	18,901	4,08,13,134	-	-	18,901	21,03,14,406	-	-	9,809	2,14,66,821	9,809	2,14,66,821	88,188	18,88,47,586
21-Sep-20	88,188	18,88,47,586	3,716	68,23,658	15,031	3,22,53,157	-	-	18,747	22,79,24,401	-	-	10,178	2,22,18,401	10,178	2,22,18,401	96,757	20,57,06,000
22-Sep-20	96,757	20,57,06,000	3,718	53,61,660	17,143	3,79,70,219	-	-	20,861	24,90,37,879	4,224	88,73,500	8,642	1,83,59,665	12,866	2,72,33,165	1,04,752	22,18,04,714
23-Sep-20	1,04,752	22,18,04,714	-	22,62,396	17,445	3,66,49,104	-	-	17,445	26,07,16,214	7,722	1,56,34,571	7,728	1,62,85,365	15,450	3,19,19,936	1,06,746	22,87,96,279
24-Sep-20	1,06,746	22,87,96,279	-	(18,70,557)	15,276	3,56,88,933	-	-	15,276	26,26,14,654	8,371	1,69,24,883	8,937	1,88,16,599	17,308	3,57,41,482	1,04,714	22,68,73,173
25-Sep-20	1,04,714	22,68,73,173	4,031	91,03,060	11,270	2,44,74,572	-	-	15,302	26,04,50,804	8,442	1,81,71,260	8,508	1,80,95,534	16,950	3,62,66,795	1,03,065	22,41,84,010
26-Sep-20	1,03,065	22,41,84,010	8,131	1,60,34,332	7,611	1,68,90,001	-	-	15,743	25,71,08,343	9,869	2,03,06,511	9,585	1,96,94,807	19,454	4,00,01,319	99,354	21,71,07,025
27-Sep-20	99,354	21,71,07,025	11,210	2,09,68,927	11,867	2,55,54,789	-	-	23,077	26,36,30,741	7,720	1,56,70,216	7,687	1,55,88,624	15,407	3,12,58,839	1,07,024	23,23,71,902
28-Sep-20	1,07,024	23,23,71,902	3,672	60,11,015	13,104	2,77,80,823	-	-	16,776	26,61,63,740	8,587	1,72,38,710	9,015	1,81,52,157	17,602	3,53,90,867	1,06,197	23,07,72,873
29-Sep-20	1,06,197	23,07,72,873	3,502	57,45,028	12,392	2,93,47,597	-	-	15,894	26,58,65,498	9,620	1,99,77,541	10,023	2,07,36,886	19,643	4,07,14,427	1,02,448	22,51,51,071
30-Sep-20	1,02,448	22,51,51,071	3,625	59,71,452	22,227	5,23,81,514	-	-	25,852	28,35,04,037	9,372	1,95,19,407	9,079	1,88,01,266	18,451	3,83,20,673	1,09,849	24,51,83,364
Total- Sep'20			1,96,400	41,62,12,464	2,86,223	62,12,25,414			4,82,624	6,05,12,60,917	2,10,017	45,45,42,897	2,48,338	54,14,09,526	4,58,355	99,59,52,423		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Oct-20	1,09,849	24,51,83,364		-	7,959	1,81,78,948	-	-	7,959	26,33,62,312	8,163	1,84,03,594	8,926	1,99,11,658	17,089	3,83,15,252	1,00,720	22,50,47,060
2-Oct-20	1,00,720	22,50,47,060	7,629	1,25,16,531	20,255	4,89,46,782	-	-	27,884	28,65,10,373	7,239	1,42,05,595	6,960	1,32,88,596	14,199	2,74,94,191	1,14,405	25,90,16,182
3-Oct-20	1,14,405	25,90,16,182		3,24,689	12,409	2,80,80,774	-	-	12,409	28,74,21,645	7,916	1,79,73,407	8,013	1,78,74,985	15,929	3,58,48,392	1,10,885	25,15,73,253
4-Oct-20	1,10,885	25,15,73,253	3,776	61,94,938	16,698	3,78,13,082	-	-	20,474	29,55,81,272	7,754	1,64,28,348	7,492	1,56,97,527	15,246	3,21,25,875	1,16,113	26,34,55,398
5-Oct-20	1,16,113	26,34,55,398	4,075	93,16,974	13,138	2,99,93,775	-	-	17,213	30,27,66,147	9,591	2,16,48,913	9,322	2,08,11,979	18,913	4,24,60,891	1,14,412	26,03,05,255
6-Oct-20	1,14,412	26,03,05,255	7,586	1,50,54,213	10,682	2,34,99,672	-	-	18,267	29,88,59,141	10,257	2,23,94,059	9,791	2,11,34,055	20,048	4,35,28,114	1,12,632	25,53,31,026
7-Oct-20	1,12,632	25,53,31,026	7,450	1,46,51,825	10,007	2,44,09,675	-	-	17,457	29,43,92,526	8,657	1,87,48,419	9,199	1,97,89,036	17,856	3,85,37,455	1,12,233	25,58,55,071
8-Oct-20	1,12,233	25,58,55,071	7,315	1,47,31,150	10,457	2,26,49,618	-	-	17,772	29,32,35,839	8,476	1,84,74,206	9,021	1,96,10,398	17,497	3,80,84,604	1,12,508	25,51,51,235
9-Oct-20	1,12,508	25,51,51,235	3,838	68,37,820	11,859	2,60,15,638	-	-	15,697	28,80,04,693	8,657	2,25,40,236	9,332	2,00,12,196	17,989	4,25,52,433	1,10,216	24,54,52,260
10-Oct-20	1,10,216	24,54,52,260	7,487	2,10,83,047	10,269	2,21,82,311	-	-	17,757	28,87,17,618	8,991	2,08,77,282	8,639	1,91,49,568	17,630	4,00,26,850	1,10,343	24,86,90,768
11-Oct-20	1,10,343	24,86,90,768	7,771	1,52,93,640	11,428	2,50,03,363	-	-	19,199	28,89,87,771	10,420	2,40,83,245	10,306	2,28,84,986	20,726	4,69,68,231	1,08,816	24,20,19,540
12-Oct-20	1,08,816	24,20,19,540	7,565	1,75,31,597	3,236	69,32,922	-	-	10,802	26,64,84,059	9,016	2,57,77,640	8,947	1,98,34,973	17,963	4,56,12,613	1,01,655	22,08,71,446
13-Oct-20	1,01,655	22,08,71,446	3,742	1,61,17,270	15,196	3,36,43,799	-	-	18,938	27,06,32,515	8,151	1,82,01,706	9,584	2,17,41,089	17,735	3,99,42,795	1,02,857	23,06,89,720
14-Oct-20	1,02,857	23,06,89,720	7,666	1,55,52,200	8,617	2,09,81,454	-	-	16,283	26,72,23,374	8,798	1,89,19,691	9,327	2,00,70,005	18,125	3,89,89,696	1,01,015	22,82,33,678
15-Oct-20	1,01,015	22,82,33,678	3,635	62,85,792	8,824	2,02,26,642	-	-	12,459	25,47,46,113	8,054	1,75,55,683	10,213	2,24,24,452	18,267	3,99,80,135	95,207	21,47,65,978
16-Oct-20	95,207	21,47,65,978	7,548	1,49,54,077	5,780	42,02,747	-	-	13,328	23,39,22,801	290	5,99,692	10,271	2,13,89,267	10,561	2,19,88,959	97,974	21,19,33,842
17-Oct-20	97,974	21,19,33,842		5,38,280	15,427	3,16,03,532	-	-	15,427	24,40,75,653	701	14,98,448	10,875	2,33,02,407	11,576	2,48,00,855	1,01,826	21,92,74,799
18-Oct-20	1,01,826	21,92,74,799	7,522	1,48,01,866	15,042	3,01,36,836	-	-	22,564	26,42,13,501	-	-	10,711	2,30,15,882	10,711	2,30,15,882	1,13,678	24,11,97,619
19-Oct-20	1,13,678	24,11,97,619	11,209	2,03,09,445	7,660	1,60,21,370	-	-	18,869	27,75,28,434	-	-	10,107	2,09,23,550	10,107	2,09,23,550	1,22,440	25,66,04,884
20-Oct-20	1,22,440	25,66,04,884	7,874	1,57,78,567	16,349	3,54,98,939	-	-	24,223	30,78,82,389	-	-	10,235	2,11,92,176	10,235	2,11,92,176	1,36,428	28,66,90,214
21-Oct-20	1,36,428	28,66,90,214	11,565	2,21,73,886	10,236	2,30,86,522	-	-	21,801	33,19,50,622	-	-	10,393	2,12,20,450	10,393	2,12,20,450	1,47,836	31,07,30,171
22-Oct-20	1,47,836	31,07,30,171		27,82,909	18,533	3,82,02,221	-	-	18,533	35,17,15,302	-	-	10,229	2,09,27,276	10,229	2,09,27,276	1,56,140	33,07,88,026
23-Oct-20	1,56,140	33,07,88,026	6,989	1,16,79,697	7,889	1,55,85,890	-	-	14,879	35,80,53,613	-	-	10,479	2,16,02,083	10,479	2,16,02,083	1,60,539	33,64,51,531
24-Oct-20	1,60,539	33,64,51,531	11,325	2,34,52,615	12,189	2,43,80,512	-	-	23,514	38,42,84,658	-	-	9,745	1,97,13,435	9,745	1,97,13,435	1,74,309	36,45,71,223
25-Oct-20	1,74,309	36,45,71,223	11,110	2,08,39,136	6,333	1,28,44,072	-	-	17,443	39,82,54,431	-	-	10,902	2,17,80,751	10,902	2,17,80,751	1,80,849	37,64,73,680
26-Oct-20	1,80,849	37,64,73,680	7,658	1,51,42,249	7,483	1,67,09,672	-	-	15,141	40,83,25,600	-	-	10,195	2,09,09,673	10,195	2,09,09,673	1,85,795	38,74,15,927
27-Oct-20	1,85,795	38,74,15,927	7,386	1,62,24,163	10,265	2,20,06,483	-	-	17,651	42,56,46,573	-	-	10,130	2,09,15,009	10,130	2,09,15,009	1,93,317	40,47,31,564
28-Oct-20	1,93,317	40,47,31,564	7,476	1,79,99,597	9,716	2,17,82,991	-	-	17,192	44,45,14,152	-	-	9,786	2,01,34,085	9,786	2,01,34,085	2,00,722	42,43,80,067
29-Oct-20	2,00,722	42,43,80,067	3,544	67,55,170	10,292	2,27,22,692	-	-	13,836	45,38,57,930	6,963	1,65,40,514	7,643	1,73,77,037	14,606	3,39,17,551	1,99,952	41,99,40,379
30-Oct-20	1,99,952	41,99,40,379	7,578	1,57,72,858	6,997	1,54,85,526	-	-	14,575	45,11,98,764	9,612	1,90,02,849	8,963	1,81,02,342	18,575	3,71,05,191	1,95,952	41,40,93,573
31-Oct-20	1,95,952	41,40,93,573	7,157	1,34,78,899	8,105	1,75,77,980	-	-	15,262	44,51,50,451	9,982	1,97,21,293	9,903	1,99,92,333	19,885	3,97,13,626	1,91,329	40,54,36,825
Total-Oct'20			1,95,478	40,41,75,100	3,39,329	73,64,06,440			5,34,807	10,02,75,00,271	1,57,688	35,35,94,820	2,95,639	62,67,33,258	4,53,327	98,03,28,079		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Nov-20	1,91,329	40,54,36,825	3,550	59,31,590	10,524	2,17,41,298	-	-	14,074	43,31,09,713	6,785	1,43,49,019	10,507	2,20,26,168	17,292	3,63,75,187	1,88,111	39,67,34,526
2-Nov-20	1,88,111	39,67,34,526	11,543	2,41,73,284	5,245	1,15,94,009	-	-	16,788	43,25,01,819	738	15,68,349	9,784	2,06,90,545	10,522	2,22,58,894	1,94,377	41,02,42,925
3-Nov-20	1,94,377	41,02,42,925	3,910	96,77,592	11,416	2,38,94,020	-	-	15,325	44,38,14,538	-	-	10,239	2,14,07,360	10,239	2,14,07,360	1,99,463	42,24,07,178
4-Nov-20	1,99,463	42,24,07,178	-	15,27,800	20,862	4,55,39,716	-	-	20,862	46,94,74,693	4,825	1,02,42,482	9,518	2,01,72,482	14,343	3,04,14,964	2,05,982	43,90,59,729
5-Nov-20	2,05,982	43,90,59,729	7,752	1,52,01,925	13,425	2,87,27,609	-	-	21,177	48,29,89,263	10,533	2,23,26,144	10,152	2,14,60,386	20,685	4,37,86,530	2,06,474	43,92,02,733
6-Nov-20	2,06,474	43,92,02,733	4,009	94,67,154	12,305	3,68,94,735	-	-	16,314	48,55,64,622	9,753	2,06,69,820	9,710	2,05,21,880	19,463	4,11,91,700	2,03,325	44,43,72,922
7-Nov-20	2,03,325	44,43,72,922	3,955	66,84,641	15,313	3,33,31,681	-	-	19,268	48,43,89,245	9,658	2,08,86,751	9,710	2,05,25,686	19,368	4,14,12,437	2,03,225	44,29,76,808
8-Nov-20	2,03,225	44,29,76,808	3,880	87,61,627	15,544	3,21,25,506	-	-	19,424	48,38,63,942	9,715	2,09,06,987	9,494	2,01,61,206	19,209	4,10,68,193	2,03,440	44,27,95,749
9-Nov-20	2,03,440	44,27,95,749	11,803	2,52,80,639	7,139	1,63,24,641	-	-	18,942	48,44,01,030	10,089	2,24,98,304	9,512	1,99,90,308	19,601	4,24,88,612	2,02,781	44,19,12,418
10-Nov-20	2,02,781	44,19,12,418	7,265	1,58,98,315	15,636	3,25,00,319	-	-	22,901	49,03,11,052	9,925	2,16,20,155	9,890	2,21,60,788	19,815	4,37,80,943	2,05,867	44,65,30,108
11-Nov-20	2,05,867	44,65,30,108	7,435	1,78,96,321	7,474	1,62,36,631	-	-	14,909	48,06,63,059	8,502	1,87,26,512	7,650	1,67,37,217	16,152	3,54,63,729	2,04,625	44,51,99,331
12-Nov-20	2,04,625	44,51,99,331	3,720	94,15,699	19,383	4,02,03,846	-	-	23,103	49,48,18,875	9,396	2,06,63,636	9,140	1,97,48,706	18,536	4,04,12,341	2,09,191	45,44,06,534
13-Nov-20	2,09,191	45,44,06,534	3,827	87,08,688	13,705	2,95,02,868	-	-	17,532	49,26,18,090	8,885	1,93,50,598	8,713	1,89,78,615	17,598	3,83,29,213	2,09,125	45,42,88,877
14-Nov-20	2,09,125	45,42,88,877	7,643	1,72,59,051	16,066	3,27,84,129	-	-	23,709	50,43,32,057	7,452	1,64,60,126	6,817	1,50,90,576	14,269	3,15,50,703	2,18,565	47,27,81,354
15-Nov-20	2,18,565	47,27,81,354	3,862	87,21,884	16,740	3,40,79,642	-	-	20,602	51,55,82,880	6,429	1,40,40,681	6,120	1,33,88,426	12,549	2,74,29,106	2,26,618	48,81,53,774
16-Nov-20	2,26,618	48,81,53,774	3,888	87,80,144	9,569	1,98,73,851	-	-	13,457	51,68,07,769	8,120	1,76,04,059	7,495	1,63,57,904	15,615	3,39,61,962	2,24,459	48,28,45,807
17-Nov-20	2,24,459	48,28,45,807	3,818	86,22,074	10,726	2,17,95,631	-	-	14,545	51,32,63,511	8,554	1,93,50,633	8,001	1,78,47,266	16,555	3,71,97,899	2,22,449	47,60,65,611
18-Nov-20	2,22,449	47,60,65,611	3,818	86,22,074	20,610	4,24,60,473	-	-	24,428	52,71,48,158	8,365	1,89,44,473	8,497	1,92,28,564	16,862	3,81,73,037	2,30,015	48,89,75,121
19-Nov-20	2,30,015	48,89,75,121	4,139	1,21,38,600	17,570	3,96,57,691	-	-	21,709	54,07,71,412	8,292	1,89,51,021	8,468	1,92,68,851	16,760	3,82,19,872	2,34,964	50,25,51,540
20-Nov-20	2,34,964	50,25,51,540	-	17,14,679	25,058	5,23,41,670	-	-	25,058	55,66,07,889	9,067	1,94,11,151	8,934	1,91,41,920	18,001	3,85,53,071	2,42,021	51,80,54,818
21-Nov-20	2,42,021	51,80,54,818	4,044	91,56,396	15,078	3,20,10,402	-	-	19,122	55,92,21,616	9,162	1,92,01,631	8,891	1,87,14,910	18,053	3,79,16,541	2,43,090	52,13,05,075
22-Nov-20	2,43,090	52,13,05,075	3,804	63,56,707	15,408	3,19,32,740	-	-	19,212	55,95,94,522	9,229	1,93,87,440	8,959	1,88,73,484	18,188	3,82,60,924	2,44,114	52,13,33,598
23-Nov-20	2,44,114	52,13,33,598	3,985	65,59,688	22,409	4,55,57,625	-	-	26,394	57,34,50,912	9,713	2,03,77,454	7,225	1,51,32,120	16,938	3,55,09,574	2,53,570	53,79,41,337
24-Nov-20	2,53,570	53,79,41,337	11,489	2,24,09,616	13,304	2,92,86,154	-	-	24,794	58,96,37,107	8,896	1,87,98,721	8,864	1,88,32,460	17,760	3,76,31,180	2,60,604	55,20,05,927
25-Nov-20	2,60,604	55,20,05,927	8,118	1,88,98,233	15,050	3,58,06,068	-	-	23,168	60,67,10,228	7,966	1,69,42,638	8,425	1,78,91,344	16,391	3,48,33,983	2,67,381	57,18,76,245
26-Nov-20	2,67,381	57,18,76,245	-	5,42,057	21,151	4,67,76,876	-	-	21,151	61,91,95,179	8,033	1,73,49,761	7,902	1,70,11,652	15,935	3,43,61,413	2,72,597	58,48,33,766
27-Nov-20	2,72,597	58,48,33,766	3,876	91,03,965	8,736	2,09,41,777	-	-	12,612	61,48,79,509	8,515	1,84,31,695	8,380	1,80,92,780	16,895	3,65,24,475	2,68,315	57,83,55,034
28-Nov-20	2,68,315	57,83,55,034	-	-	18,332	3,91,57,149	-	-	18,332	61,75,12,182	8,876	1,91,10,533	8,466	1,81,64,748	17,342	3,72,75,281	2,69,304	58,02,36,901
29-Nov-20	2,69,304	58,02,36,901	11,579	2,39,82,894	9,379	1,97,69,035	-	-	20,958	62,39,88,831	8,703	1,89,93,564	8,820	1,85,93,970	17,523	3,75,87,534	2,72,739	58,64,01,297
30-Nov-20	2,72,739	58,64,01,297	-	10,13,650	12,870	2,15,68,377	-	-	12,870	60,89,83,323	8,813	1,90,82,297	7,735	1,67,58,767	16,548	3,58,41,064	2,69,061	57,31,42,259
Total-Nov'20			1,46,711	32,25,06,989	4,36,028	93,44,16,168			5,82,739	15,80,62,07,026	2,42,989	52,62,46,635	2,62,018	56,29,71,087	5,05,007	1,08,92,17,723		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Dec-20	2,69,061	57,31,42,259	3,710	61,99,293	9,302	2,02,76,491	-	-	13,012	59,96,18,043	9,453	2,02,52,361	9,521	2,05,01,073	18,974	4,07,53,434	2,63,099	55,88,64,609
2-Dec-20	2,63,099	55,88,64,609	11,164	2,31,24,920	9,011	1,96,14,448	-	-	20,175	60,16,03,977	9,289	2,00,14,531	9,265	2,00,07,043	18,554	4,00,21,574	2,64,720	56,15,82,403
3-Dec-20	2,64,720	56,15,82,403	-	9,55,091	10,246	2,39,50,265	-	-	10,246	58,64,87,759	9,442	2,02,46,129	9,260	1,99,50,405	18,702	4,01,96,534	2,56,263	54,62,91,225
4-Dec-20	2,56,263	54,62,91,225	7,276	1,64,29,406	16,856	3,54,42,350	-	-	24,131	59,81,62,982	8,736	1,88,14,647	8,816	1,90,33,955	17,552	3,78,48,602	2,62,843	56,03,14,380
5-Dec-20	2,62,843	56,03,14,380	3,844	90,66,220	14,922	3,28,96,859	-	-	18,766	60,22,77,458	8,711	1,87,18,244	9,385	2,01,67,056	18,096	3,88,85,300	2,63,513	56,33,92,159
6-Dec-20	2,63,513	56,33,92,159	7,461	1,69,41,042	11,802	2,55,93,763	-	-	19,263	60,59,26,964	8,207	1,83,20,261	8,231	1,83,37,654	16,438	3,66,57,915	2,66,338	56,92,69,049
7-Dec-20	2,66,338	56,92,69,049	-	4,06,715	18,379	3,95,72,227	-	-	18,379	60,92,47,990	8,210	1,76,15,965	8,139	1,74,56,103	16,349	3,50,72,068	2,68,368	57,41,75,922
8-Dec-20	2,68,368	57,41,75,922	3,690	83,79,469	13,203	2,76,71,313	-	-	16,894	61,02,26,705	8,497	1,85,33,616	8,255	1,80,75,223	16,752	3,66,08,839	2,68,510	57,36,17,866
9-Dec-20	2,68,510	57,36,17,866	3,826	95,99,018	9,098	2,08,07,437	-	-	12,924	60,40,24,321	8,182	1,78,42,001	8,513	1,85,57,880	16,695	3,63,99,881	2,64,739	56,76,24,440
10-Dec-20	2,64,739	56,76,24,440	3,784	90,34,228	13,076	2,86,19,450	-	-	16,860	60,52,78,118	8,488	1,84,96,803	8,452	1,84,25,352	16,940	3,69,22,154	2,64,659	56,83,55,964
11-Dec-20	2,64,659	56,83,55,964	7,262	1,72,21,031	13,791	2,87,64,266	-	-	21,054	61,43,41,261	8,290	1,83,71,541	8,205	1,81,93,476	16,495	3,65,65,017	2,69,218	57,77,76,244
12-Dec-20	2,69,218	57,77,76,244	3,585	60,35,344	8,523	1,77,93,778	-	-	12,108	60,16,05,366	8,436	1,81,38,615	7,630	1,64,91,391	16,066	3,46,30,005	2,65,260	56,69,75,360
13-Dec-20	2,65,260	56,69,75,360	7,563	1,71,71,736	9,523	2,00,61,318	-	-	17,085	60,42,08,415	9,018	2,00,05,090	8,449	1,87,08,144	17,467	3,87,13,234	2,64,878	56,54,95,181
14-Dec-20	2,64,878	56,54,95,181	7,757	1,76,14,052	9,435	2,00,05,624	-	-	17,193	60,31,14,856	8,770	1,95,74,028	9,204	2,05,51,946	17,974	4,01,25,974	2,64,097	56,29,88,882
15-Dec-20	2,64,097	56,29,88,882	7,768	1,76,38,120	14,147	3,12,73,817	-	-	21,915	61,19,00,819	8,513	1,90,17,752	8,735	1,94,90,711	17,248	3,85,08,462	2,68,763	57,33,92,357
16-Dec-20	2,68,763	57,33,92,357	3,729	84,66,661	17,661	3,90,99,924	-	-	21,389	62,09,58,941	9,302	2,02,45,301	9,540	2,07,51,656	18,842	4,09,96,957	2,71,311	57,99,61,984
17-Dec-20	2,71,311	57,99,61,984	7,483	2,06,65,323	21,707	4,55,01,053	-	-	29,190	64,61,28,360	9,576	2,14,03,224	9,463	2,10,09,486	19,039	4,24,12,710	2,81,462	60,37,15,650
18-Dec-20	2,81,462	60,37,15,650	3,730	94,09,937	19,522	4,15,39,084	-	-	23,253	65,46,64,670	6,542	1,44,32,483	9,305	2,03,29,392	15,847	3,47,61,875	2,88,868	61,99,02,795
19-Dec-20	2,88,868	61,99,02,795	7,533	1,72,32,587	9,227	2,05,03,631	-	-	16,760	65,76,39,014	-	-	9,429	2,04,55,571	9,429	2,04,55,571	2,96,198	63,71,83,442
20-Dec-20	2,96,198	63,71,83,442	7,714	1,75,15,507	9,302	1,96,14,673	-	-	17,016	67,43,13,623	4,326	96,97,103	9,324	2,08,99,036	13,650	3,05,96,139	2,99,564	64,37,17,484
21-Dec-20	2,99,564	64,37,17,484	3,831	97,80,154	13,951	3,10,98,530	-	-	17,782	68,45,96,167	9,424	2,11,06,482	8,978	2,00,10,301	18,402	4,11,16,784	2,98,944	64,34,79,384
22-Dec-20	2,98,944	64,34,79,384	11,089	2,53,47,450	9,364	2,04,62,895	-	-	20,453	68,92,89,728	8,627	2,01,12,286	9,243	2,07,07,981	17,870	4,08,20,267	3,01,528	64,84,69,462
23-Dec-20	3,01,528	64,84,69,462	3,758	1,10,22,758	13,822	2,97,14,750	-	-	17,580	68,92,06,969	9,335	2,18,97,167	8,966	2,04,30,829	18,301	4,23,27,996	3,00,807	64,68,78,973
24-Dec-20	3,00,807	64,68,78,973	7,145	1,44,75,028	9,227	2,14,01,170	-	-	16,372	68,27,55,171	8,838	1,93,04,347	8,713	1,90,47,792	17,551	3,83,52,138	2,99,628	64,44,03,032
25-Dec-20	2,99,628	64,44,03,032	3,873	89,72,893	10,253	2,26,22,247	-	-	14,126	67,59,98,173	9,123	1,98,93,086	8,938	1,94,08,272	18,061	3,93,01,358	2,95,694	63,66,96,815
26-Dec-20	2,95,694	63,66,96,815	7,782	1,93,03,259	5,871	1,30,54,065	-	-	13,653	66,90,54,138	9,122	2,00,83,339	9,017	1,98,55,500	18,139	3,99,38,839	2,91,208	62,91,15,300
27-Dec-20	2,91,208	62,91,15,300	7,724	1,75,37,305	8,543	1,77,98,907	-	-	16,266	66,44,51,512	8,644	1,94,54,164	8,936	1,96,75,332	17,580	3,91,29,495	2,89,894	62,53,22,016
28-Dec-20	2,89,894	62,53,22,016	3,807	1,18,18,776	5,069	96,44,104	-	-	8,876	64,67,84,897	9,109	2,01,40,121	8,974	1,96,18,884	18,083	3,97,59,005	2,80,687	60,70,25,892
29-Dec-20	2,80,687	60,70,25,892	11,593	2,68,29,165	4,390	1,30,52,106	-	-	15,983	64,69,07,163	8,839	2,01,41,027	9,675	2,20,10,346	18,514	4,21,51,372	2,78,156	60,47,55,790
30-Dec-20	2,78,156	60,47,55,790	7,728	1,93,92,068	4,844	1,08,65,157	-	-	12,572	63,50,13,015	8,664	2,01,29,360	8,744	1,97,61,529	17,408	3,98,90,889	2,73,321	59,51,22,127
31-Dec-20	2,73,321	59,51,22,127	11,486	2,74,71,623	2,172	86,19,107	-	-	13,658	63,12,12,857	8,566	2,00,00,490	8,882	2,04,29,609	17,448	4,04,30,099	2,69,530	59,07,82,758
Total-Dec'20			1,88,697	44,10,56,179	3,46,238	75,69,34,808			5,34,935	19,62,69,99,433	2,58,279	57,20,01,561	2,76,187	60,83,48,927	5,34,466	1,18,03,50,488		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Jan-21	2,69,530	59,07,82,758	-	-	10,562	2,22,31,068	-	-	10,562	61,30,13,826	8,760	1,92,43,787	9,174	2,06,65,382	17,934	3,99,09,169	2,62,159	57,31,04,657
2-Jan-21	2,62,159	57,31,04,657	11,367	2,58,10,056	5,586	1,22,60,162	-	-	16,953	61,11,74,874	7,935	1,69,83,510	8,203	1,80,14,557	16,138	3,49,98,068	2,62,974	57,61,76,807
3-Jan-21	2,62,974	57,61,76,807	7,157	1,42,88,054	13,412	2,81,79,354	-	-	20,569	61,86,44,215	8,529	1,82,91,919	8,644	1,85,96,683	17,173	3,68,88,601	2,66,369	58,17,55,614
4-Jan-21	2,66,369	58,17,55,614	7,741	1,79,22,759	4,108	93,03,780	-	-	11,849	60,89,82,154	8,072	1,72,93,444	8,474	1,81,20,404	16,546	3,54,13,847	2,61,673	57,35,68,306
5-Jan-21	2,61,673	57,35,68,306	7,344	1,48,35,604	11,458	2,46,36,465	-	-	18,802	61,30,40,375	8,940	1,91,45,316	8,944	1,91,45,160	17,884	3,82,90,475	2,62,591	57,47,49,899
6-Jan-21	2,62,591	57,47,49,899	10,172	1,77,98,159	14,056	2,97,50,252	-	-	24,228	62,22,98,311	9,546	2,04,42,247	9,449	2,02,19,916	18,995	4,06,62,162	2,67,823	58,16,36,148
7-Jan-21	2,67,823	58,16,36,148	7,480	1,55,08,207	13,901	2,99,32,563	-	-	21,381	62,70,76,919	4,122	88,73,923	9,206	1,97,49,488	13,328	2,86,23,412	2,75,876	59,84,53,507
8-Jan-21	2,75,876	59,84,53,507	11,025	2,32,91,427	8,004	1,97,30,450	-	-	19,030	64,14,75,384	-	-	8,697	1,88,18,129	8,697	1,88,18,129	2,86,209	62,26,57,255
9-Jan-21	2,86,209	62,26,57,255	10,781	2,30,57,706	9,416	2,11,24,463	-	-	20,197	66,68,39,424	5,067	1,10,46,595	7,847	1,67,50,598	12,914	2,77,97,192	2,93,491	63,90,42,232
10-Jan-21	2,93,491	63,90,42,232	11,215	2,37,98,587	9,147	1,86,58,090	-	-	20,362	68,14,98,909	8,669	1,89,23,729	8,959	1,93,20,476	17,628	3,82,44,205	2,96,225	64,32,54,704
11-Jan-21	2,96,225	64,32,54,704	10,956	2,30,87,213	10,542	2,76,77,963	-	-	21,498	69,40,19,880	8,576	1,85,11,505	9,067	1,95,60,872	17,643	3,80,72,377	3,00,081	65,59,47,503
12-Jan-21	3,00,081	65,59,47,503	11,513	2,69,67,011	10,895	2,40,25,419	-	-	22,408	70,69,39,932	6,753	1,46,01,104	8,006	1,73,00,188	14,759	3,19,01,292	3,07,729	67,50,38,640
13-Jan-21	3,07,729	67,50,38,640	10,735	2,06,45,266	7,482	1,86,73,514	-	-	18,217	71,43,57,421	8,227	1,77,95,827	8,738	1,88,51,996	16,965	3,66,47,823	3,08,982	67,77,09,598
14-Jan-21	3,08,982	67,77,09,598	10,930	2,29,43,167	18,109	3,58,66,387	-	-	29,039	73,65,19,151	8,563	1,85,34,275	8,378	1,80,94,263	16,941	3,66,28,537	3,21,080	69,98,90,614
15-Jan-21	3,21,080	69,98,90,614	11,332	2,68,53,036	13,511	2,69,40,422	-	-	24,843	75,36,84,071	8,340	1,82,03,662	8,889	1,94,42,009	17,229	3,76,45,671	3,28,693	71,60,38,401
16-Jan-21	3,28,693	71,60,38,401	7,280	1,30,70,380	14,269	2,84,99,767	-	-	21,549	75,76,08,548	9,700	2,08,22,185	9,659	2,11,25,386	19,359	4,19,47,570	3,30,883	71,56,60,978
17-Jan-21	3,30,883	71,56,60,978	14,972	3,18,48,054	13,177	2,57,52,101	-	-	28,149	77,32,61,133	9,967	2,14,64,817	769	16,87,205	10,736	2,31,52,022	3,48,296	75,01,09,111
18-Jan-21	3,48,296	75,01,09,111	11,892	2,90,32,968	11,037	2,22,06,875	-	-	22,928	80,13,48,954	8,354	1,83,20,338	2,538	55,42,425	10,892	2,38,62,763	3,60,333	77,74,86,191
19-Jan-21	3,60,333	77,74,86,191	10,925	2,52,28,361	14,132	3,07,36,341	-	-	25,057	83,34,50,893	8,931	1,94,19,959	7,551	1,66,03,181	16,482	3,60,23,140	3,68,908	79,74,27,753
20-Jan-21	3,68,908	79,74,27,753	7,541	1,60,10,176	8,208	1,53,37,968	-	-	15,749	82,87,75,897	9,605	2,09,34,964	-	-	9,605	2,09,34,964	3,75,051	80,78,40,933
21-Jan-21	3,75,051	80,78,40,933	14,413	3,12,57,393	7,525	1,48,70,732	-	-	21,939	85,39,69,058	10,000	2,15,78,683	-	-	10,000	2,15,78,683	3,86,990	83,23,90,375
22-Jan-21	3,86,990	83,23,90,375	3,943	93,92,643	9,693	1,88,24,526	-	-	13,637	86,06,07,545	9,125	1,97,11,607	4,829	1,05,95,112	13,954	3,03,06,718	3,86,672	83,03,00,827
23-Jan-21	3,86,672	83,03,00,827	15,322	3,30,80,446	8,449	1,64,13,469	-	-	23,770	87,97,94,742	8,970	1,93,30,037	9,329	2,04,72,890	18,299	3,98,02,928	3,92,144	83,99,91,814
24-Jan-21	3,92,144	83,99,91,814	3,800	86,28,783	8,572	1,63,10,829	-	-	12,372	86,49,31,426	9,204	1,98,43,438	8,875	1,94,75,110	18,079	3,93,18,548	3,86,437	82,56,12,878
25-Jan-21	3,86,437	82,56,12,878	11,467	2,67,35,928	7,564	1,47,35,553	-	-	19,031	86,70,84,359	9,358	2,01,83,851	9,301	2,01,88,641	18,659	4,03,72,493	3,86,809	82,67,11,866
26-Jan-21	3,86,809	82,67,11,866	10,954	2,28,57,186	9,010	1,72,25,378	-	-	19,964	86,67,94,430	9,785	2,11,24,652	9,465	2,05,55,469	19,250	4,16,80,121	3,87,523	82,51,14,308
27-Jan-21	3,87,523	82,51,14,308	6,223	1,32,48,946	8,962	1,83,00,582	-	-	15,185	85,66,63,836	9,102	1,96,64,591	9,168	1,99,03,924	18,270	3,95,68,514	3,84,438	81,70,95,322
28-Jan-21	3,84,438	81,70,95,322	7,417	1,74,12,351	9,430	1,81,28,741	-	-	16,847	85,26,36,414	8,715	1,88,40,501	9,403	2,04,21,192	18,118	3,92,61,693	3,83,167	81,33,74,721
29-Jan-21	3,83,167	81,33,74,721	11,046	2,25,13,970	10,890	2,19,12,984	-	-	21,936	85,78,01,675	8,785	1,89,56,475	9,675	2,09,90,723	18,460	3,99,47,199	3,86,643	81,78,54,476
30-Jan-21	3,86,643	81,78,54,476	7,207	1,74,35,713	5,950	1,17,14,119	-	-	13,157	84,70,04,308	8,547	1,84,48,229	8,932	1,93,92,444	17,479	3,78,40,673	3,82,320	80,91,63,635
31-Jan-21	3,82,320	80,91,63,635	3,761	95,07,533	5,679	1,15,64,724	-	-	9,440	83,02,35,893	17,454	3,80,93,403	9,391	2,03,94,165	26,845	5,84,87,568	3,64,915	77,17,48,325
Total-Jan'21			2,87,909	62,40,67,086	3,12,737	65,15,25,039			6,00,646	23,34,15,33,958	2,65,701	57,46,28,571	2,39,560	51,99,97,988	5,05,261	1,09,46,26,558		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Feb-21	3,64,915	77,17,48,325	7,392	1,67,84,824	5,899	1,16,26,272	-	-	13,291	80,01,59,421	8,834	1,90,45,867	9,283	2,00,58,883	18,117	3,91,04,750	3,60,089	76,10,54,671
2-Feb-21	3,60,089	76,10,54,671	7,413	1,71,18,931	9,502	1,91,64,799	-	-	16,915	79,73,38,400	9,256	1,99,85,162	8,691	1,88,04,458	17,947	3,87,89,620	3,59,057	75,85,48,780
3-Feb-21	3,59,057	75,85,48,780	7,267	1,68,34,990	3,770	72,90,043	-	-	11,036	78,26,73,813	8,876	1,91,65,028	8,927	1,93,15,333	17,803	3,84,80,361	3,52,291	74,41,93,452
4-Feb-21	3,52,291	74,41,93,452	3,703	88,99,009	12,121	2,38,22,773	-	-	15,825	77,69,15,234	9,695	2,09,18,399	9,597	2,07,51,685	19,292	4,16,70,084	3,48,824	73,52,45,150
5-Feb-21	3,48,824	73,52,45,150	7,537	1,71,14,063	4,529	82,02,401	-	-	12,066	76,05,61,613	8,618	1,86,73,909	8,627	1,87,33,690	17,245	3,74,07,599	3,43,645	72,31,54,014
6-Feb-21	3,43,645	72,31,54,014	7,850	1,82,87,299	6,174	1,14,99,544	-	-	14,024	75,29,40,857	9,233	2,00,59,667	8,940	1,94,60,536	18,173	3,95,20,202	3,39,496	71,34,20,655
7-Feb-21	3,39,496	71,34,20,655	11,060	2,51,12,978	5,061	91,36,826	-	-	16,121	74,76,70,458	8,970	1,94,97,862	8,813	1,91,71,662	17,783	3,86,69,523	3,37,834	70,90,00,935
8-Feb-21	3,37,834	70,90,00,935	7,312	1,84,21,978	4,656	84,27,639	-	-	11,968	73,58,50,552	8,791	1,92,76,779	8,730	1,90,03,538	17,521	3,82,80,317	3,32,281	69,75,70,236
9-Feb-21	3,32,281	69,75,70,236	7,235	1,67,47,040	5,506	1,42,38,060	-	-	12,742	72,85,55,336	8,589	1,88,53,076	8,550	1,86,28,556	17,139	3,74,81,632	3,27,884	69,10,73,704
10-Feb-21	3,27,884	69,10,73,704	7,502	1,72,11,457	6,331	1,46,42,328	-	-	13,833	72,29,27,489	9,422	2,08,99,332	8,958	1,95,05,389	18,380	4,04,04,721	3,23,336	68,25,22,768
11-Feb-21	3,23,336	68,25,22,768	10,613	2,38,50,424	5,745	1,19,11,840	-	-	16,359	71,82,85,033	9,978	2,20,96,034	9,716	2,14,50,760	19,694	4,35,46,794	3,20,001	67,47,38,239
12-Feb-21	3,20,001	67,47,38,239	3,385	80,87,166	10,555	2,33,68,845	-	-	13,939	70,61,94,250	9,100	1,99,97,029	9,133	2,01,52,032	18,233	4,01,49,061	3,15,708	66,60,45,189
13-Feb-21	3,15,708	66,60,45,189	14,226	3,17,69,563	5,265	1,39,65,715	-	-	19,491	71,17,80,467	8,955	1,93,77,060	9,366	2,02,74,713	18,321	3,96,51,773	3,16,878	67,21,28,694
14-Feb-21	3,16,878	67,21,28,694	11,063	2,29,95,377	4,298	77,79,165	-	-	15,361	70,29,03,236	9,541	2,06,51,030	9,518	2,06,09,381	19,059	4,12,60,412	3,13,180	66,16,42,824
15-Feb-21	3,13,180	66,16,42,824	7,903	1,88,15,310	3,493	46,68,969	-	-	11,396	68,51,27,103	9,138	1,98,01,042	8,616	1,86,46,181	17,754	3,84,47,223	3,06,822	64,66,79,880
16-Feb-21	3,06,822	64,66,79,880	11,467	2,63,37,028	4,701	83,69,763	-	-	16,168	68,13,86,671	9,246	2,00,20,252	9,653	2,08,70,564	18,899	4,08,90,816	3,04,091	64,04,95,855
17-Feb-21	3,04,091	64,04,95,855	6,984	1,44,05,027	6,418	1,14,35,693	-	-	13,402	66,63,36,575	10,424	2,24,08,533	10,345	2,23,61,250	20,769	4,47,69,784	2,96,724	62,15,66,792
18-Feb-21	2,96,724	62,15,66,792	7,119	1,46,59,735	5,987	1,18,30,268	-	-	13,106	64,80,56,795	3,400	72,43,689	10,667	2,27,05,316	14,067	2,99,49,005	2,95,763	61,81,07,790
19-Feb-21	2,95,763	61,81,07,790	3,607	66,33,625	7,307	2,26,03,341	-	-	10,914	64,73,44,756	-	-	10,568	2,24,99,038	10,568	2,24,99,038	2,96,109	62,48,45,718
20-Feb-21	2,96,109	62,48,45,718	3,839	89,05,066	15,816	3,09,16,150	-	-	19,655	66,46,66,934	7,510	1,57,93,227	9,763	2,08,56,147	17,273	3,66,49,374	2,98,491	62,80,17,560
21-Feb-21	2,98,491	62,80,17,560	7,411	1,46,74,596	7,106	1,35,52,695	-	-	14,516	65,62,44,852	10,158	2,13,71,568	10,284	2,19,91,317	20,442	4,33,62,884	2,92,565	61,28,81,968
22-Feb-21	2,92,565	61,28,81,968	3,409	63,31,571	12,374	2,66,96,463	-	-	15,783	64,59,10,002	10,270	2,15,23,209	10,636	2,27,43,719	20,906	4,42,66,928	2,87,443	60,16,43,074
23-Feb-21	2,87,443	60,16,43,074	3,902	88,60,839	14,844	3,12,11,812	-	-	18,746	64,17,15,726	10,162	2,12,95,911	10,594	2,26,44,338	20,756	4,39,40,249	2,85,433	59,77,75,476
24-Feb-21	2,85,433	59,77,75,476	7,548	1,54,80,626	11,666	2,48,35,013	-	-	19,214	63,80,91,116	10,513	2,20,36,442	10,919	2,33,44,318	21,432	4,53,80,760	2,83,215	59,27,10,355
25-Feb-21	2,83,215	59,27,10,355	-	1,70,748	12,330	2,78,69,441	-	-	12,330	62,07,50,545	10,746	2,29,69,582	10,434	2,22,49,473	21,180	4,52,19,055	2,74,366	57,55,31,490
26-Feb-21	2,74,366	57,55,31,490	4,204	96,42,628	3,706	94,97,766	-	-	7,911	59,46,71,884	10,815	2,31,16,976	10,451	2,22,85,670	21,266	4,54,02,646	2,61,010	54,92,69,238
27-Feb-21	2,61,010	54,92,69,238	15,462	3,38,07,765	-	(41,63,840)	-	-	15,462	57,89,13,163	10,820	2,32,77,934	9,836	2,08,25,428	20,656	4,41,03,362	2,55,816	53,48,09,801
28-Feb-21	2,55,816	53,48,09,801	7,640	1,78,38,719	3,823	83,98,073	-	-	11,463	56,10,46,594	9,594	2,06,40,227	8,975	1,90,02,441	18,569	3,96,42,668	2,48,710	52,14,03,925
Total-Feb-21			2,04,055	45,57,98,385	1,98,984	41,27,97,859			4,03,039	19,37,50,18,874	2,50,654	53,99,94,826	2,68,590	57,89,45,817	5,19,244	1,11,89,40,643		

Annex P14 – Daily consumption of coal for Unit I, II and station

Details of Primary Fuel consumption:

D.B. POWER LIMITED (FY: 2020-21)

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
1-Mar-21	2,48,710	52,14,03,925	7,692	1,52,32,901	7,476	1,49,57,990	-	-	15,168	55,15,94,816	10,783	2,29,97,040	10,157	2,16,52,752	20,940	4,46,49,792	2,42,938	50,69,45,024
2-Mar-21	2,42,938	50,69,45,024	3,865	87,75,464	7,775	1,69,69,374	-	-	11,640	53,26,89,862	9,630	2,08,51,982	10,090	2,15,96,717	19,720	4,24,48,698	2,34,858	49,02,41,163
3-Mar-21	2,34,858	49,02,41,163	7,926	1,84,40,484	8,279	1,83,62,633	-	-	16,205	52,70,44,280	9,837	2,12,99,951	9,670	2,06,97,531	19,507	4,19,97,483	2,31,556	48,50,46,797
4-Mar-21	2,31,556	48,50,46,797	7,752	1,53,89,351	4,566	89,20,105	-	-	12,317	50,93,56,254	10,163	2,20,05,704	10,334	2,22,73,560	20,497	4,42,79,264	2,23,376	46,50,76,990
5-Mar-21	2,23,376	46,50,76,990	10,163	2,13,90,978	2,278	43,33,509	-	-	12,442	49,08,01,477	10,364	2,12,44,552	10,027	2,06,30,358	20,391	4,18,74,911	2,15,427	44,89,26,566
6-Mar-21	2,15,427	44,89,26,566	15,409	3,31,38,595	4,654	91,93,502	-	-	20,063	49,12,58,662	9,821	2,07,81,294	9,933	2,10,11,796	19,754	4,17,93,090	2,15,736	44,94,65,572
7-Mar-21	2,15,736	44,94,65,572	10,530	2,39,09,099	3,994	72,27,565	-	-	14,524	48,06,02,236	10,574	2,23,74,505	10,089	2,13,41,742	20,663	4,37,16,247	2,09,597	43,68,85,989
8-Mar-21	2,09,597	43,68,85,989	7,926	1,79,97,331	6,028	1,27,04,527	-	-	13,954	46,75,87,847	10,247	2,19,15,377	10,326	2,21,13,743	20,573	4,40,29,120	2,02,978	42,35,58,726
9-Mar-21	2,02,978	42,35,58,726	12,968	2,77,15,727	4,481	80,98,495	-	-	17,449	45,93,72,948	10,496	2,24,47,968	9,987	2,13,79,873	20,483	4,38,27,840	1,99,944	41,55,45,108
10-Mar-21	1,99,944	41,55,45,108	10,434	2,29,48,193	3,089	63,10,088	-	-	13,524	44,48,03,389	10,399	2,20,16,855	10,545	2,25,74,310	20,944	4,45,91,165	1,92,524	40,02,12,224
11-Mar-21	1,92,524	40,02,12,224	7,449	1,69,13,341	3,751	68,10,957	-	-	11,199	42,39,36,521	9,599	1,99,77,001	9,739	2,04,23,720	19,338	4,04,00,721	1,84,386	38,35,35,800
12-Mar-21	1,84,386	38,35,35,800	18,913	4,10,04,133	2,029	36,96,108	-	-	20,941	42,82,36,041	9,663	2,01,10,187	10,302	2,16,04,341	19,965	4,17,14,528	1,85,362	38,65,21,513
13-Mar-21	1,85,362	38,65,21,513	11,635	2,56,96,932	690	12,30,842	-	-	12,325	41,34,49,287	9,637	2,00,56,000	9,518	1,98,38,884	19,155	3,98,94,884	1,78,532	37,35,54,403
14-Mar-21	1,78,532	37,35,54,403	7,860	1,16,70,108	4,428	93,37,440	-	-	12,288	39,45,61,951	9,248	1,93,84,174	9,749	2,03,16,984	18,997	3,97,01,158	1,71,823	35,48,60,793
15-Mar-21	1,71,823	35,48,60,793	14,233	3,09,89,362	2,429	45,47,319	-	-	16,662	39,03,97,473	9,984	2,09,33,158	9,931	2,06,99,839	19,915	4,16,32,997	1,68,570	34,87,64,476
16-Mar-21	1,68,570	34,87,64,476	11,923	2,47,98,773	6,750	1,35,71,490	-	-	18,673	38,71,34,739	8,808	1,86,05,846	9,672	2,04,70,941	18,480	3,90,76,787	1,68,763	34,80,57,953
17-Mar-21	1,68,763	34,80,57,953	15,575	3,49,91,296	4,998	92,02,265	-	-	20,573	39,22,51,514	10,493	2,21,44,763	9,931	2,10,27,811	20,424	4,31,72,574	1,68,912	34,90,78,940
18-Mar-21	1,68,912	34,90,78,940	14,205	3,01,70,638	6,432	1,23,86,888	-	-	20,637	39,16,36,467	9,446	1,99,35,199	10,036	2,12,50,137	19,482	4,11,85,336	1,70,068	35,04,51,130
19-Mar-21	1,70,068	35,04,51,130	3,777	85,75,650	12,224	2,36,50,042	-	-	16,001	38,26,76,822	9,466	2,01,59,622	9,209	1,95,93,865	18,675	3,97,53,487	1,67,394	34,29,23,335
20-Mar-21	1,67,394	34,29,23,335	-	61,070	15,781	3,12,03,721	-	-	15,781	37,41,88,126	10,384	2,19,20,096	10,900	2,28,91,643	21,284	4,48,11,738	1,61,890	32,93,76,388
21-Mar-21	1,61,890	32,93,76,388	9,534	2,19,79,393	7,454	1,41,46,985	-	-	16,988	36,55,02,765	7,419	1,56,16,724	9,616	2,03,04,907	17,035	3,59,21,631	1,61,844	32,95,81,135
22-Mar-21	1,61,844	32,95,81,135	2,895	64,57,036	11,440	2,26,76,298	-	-	14,336	35,87,14,468	10,873	2,63,11,928	10,721	2,29,34,816	21,594	4,92,46,743	1,54,585	30,94,67,725
23-Mar-21	1,54,585	30,94,67,725	2,821	1,04,44,507	15,348	3,12,59,507	-	-	18,168	35,11,71,738	11,202	2,37,30,022	10,466	2,22,13,293	21,668	4,59,43,314	1,51,086	30,52,28,424
24-Mar-21	1,51,086	30,52,28,424	-	(1,03,280)	20,888	4,01,55,246	-	-	20,888	34,52,80,390	11,268	2,28,04,408	10,937	2,22,04,618	22,205	4,50,09,026	1,49,769	30,02,71,364
25-Mar-21	1,49,769	30,02,71,364	3,027	68,51,886	13,592	2,69,75,597	-	-	16,620	33,40,98,847	10,828	2,18,63,103	10,463	2,11,96,765	21,291	4,30,59,868	1,45,098	29,10,38,980
26-Mar-21	1,45,098	29,10,38,980	6,736	1,32,32,963	11,148	2,33,85,591	-	-	17,884	32,76,57,533	9,771	1,96,43,091	9,543	1,92,16,194	19,314	3,88,59,285	1,43,668	28,87,98,249
27-Mar-21	1,43,668	28,87,98,249	7,115	1,52,56,947	12,751	2,26,79,909	-	-	19,866	32,67,35,105	10,637	1,40,93,970	10,090	2,11,69,403	20,727	3,52,63,373	1,42,806	29,14,71,733
28-Mar-21	1,42,806	29,14,71,733	8,002	1,81,68,990	10,339	1,80,49,115	-	-	18,341	32,76,89,838	10,508	2,19,73,724	10,200	2,14,03,519	20,708	4,33,77,243	1,40,439	28,43,12,595
29-Mar-21	1,40,439	28,43,12,595	4,013	91,11,515	8,784	1,49,55,684	-	-	12,796	30,83,79,794	9,908	2,01,21,410	9,721	2,00,25,747	19,629	4,01,47,157	1,33,606	26,82,32,636
30-Mar-21	1,33,606	26,82,32,636	7,616	93,14,979	4,348	27,10,565	-	-	11,964	28,02,58,181	9,500	1,99,27,824	9,354	1,98,41,271	18,854	3,97,69,096	1,26,716	24,04,89,085
31-Mar-21	1,26,716	24,04,89,085	4,119	94,81,204	18,123	3,50,42,800	-	-	22,242	28,50,13,089	11,304	2,28,06,460	10,889	2,20,82,107	22,193	4,48,88,567	1,26,765	24,01,24,522
Total-Mar'21			2,56,113	55,00,05,565	2,46,347	47,47,52,156			5,02,460	12,54,40,82,461	3,12,260	65,00,53,938	3,12,145	65,59,83,186	6,24,405	1,30,60,37,124		

D B 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





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.



SKumar



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

EXTRAORDINARY

भाग I—खण्ड 1

PART I—Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 39] नई दिल्ली, बृहस्पतिवार, जनवरी 28, 2016/माघ 8, 1937
No. 39] NEW DELHI, THURSDAY, JANUARY 28, 2016/MAGHA 8, 1937

विद्युत मंत्रालय

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 एतद्वारा 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 स्पनिंग 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 होल्डर्स) के साथ परामर्श करके तैयार किया गया है।

4.0 नीति के उद्देश्य

टैरिफ नीति के उद्देश्य निम्नानुसार हैं :

- (क) उपभोक्ताओं को उचित एवं प्रतिस्पर्द्धी 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 प्रतिस्पर्द्धा, 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 (ज) 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 लाइसेंसी द्वारा प्रापण की जाने वाली 35% विद्युत में शामिल नहीं की जाएगी।

5.3 केंद्र 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 केंद्र सरकार द्वारा मामला-दर-मामला आधार पर विनिर्दिष्ट न किए जाए।

इसके अतिरिक्त, अंतरा-राज्य पारेषण परियोजनाएं एक थ्रेशहोल्ड 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 पम्पड 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 पश्चात् 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 पम्पड 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 लिखित 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-थ्रू 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 अवार्ड 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-
- (i) 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।
 - (ii) परियोजना लागत में परियोजना की अनुमोदित आर एंड आर योजना की लागत शामिल होगी जो निम्नलिखित के अनुसार होगी:
 - (क) वर्तमान में मान्य राष्ट्रीय पुनर्वास एवं पुनर्स्थापन नीति;
 - (ख) आर एंड आर पैकेज जैसा कि परिशिष्ट के रूप में संलग्न है।
 - (iii) वार्षिक निर्धारित प्रभार कुल विक्रय योग्य, डिजाइन ऊर्जा के संबंध में दीर्घावधि 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।
 - (क) 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।
 - (ख) आरंभन की तारीख से 10 वर्ष की अवधि के लिए नामोदिष्ट पुनर्स्थापन क्षेत्र/परियोजना क्षेत्रों में वितरण लाइसेंसी 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 समग्र 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 वसूली 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 समग्र 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 है और इस लक्ष्य को प्राप्त करने के लिए विनियामक आयोगों द्वारा पूंजीगत लागत संबंधी अपेक्षित बेंचमार्कों 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 कैप 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 पुनःआबंटित 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 मद्देनज़र ऋण की अवधि समेत उसकी संरचना को प्रोत्साहित किया जाना चाहिए। ऋण की अनुवर्ती पुनर्संरचना 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। सतत् 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 यूटिलिटीयों 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 बातों 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 बेंचमार्किंग 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 ब्योरो 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 चयनित 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 ग्रिड 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 ज्ञापन संख्या एफयू-12/2011-आईपीसी (वालयूम-III) में विद्युत मंत्रालय द्वारा जारी की गई परामर्शिका के अनुसार मामला दर मामला आधार पर उपयुक्त आयोग द्वारा पास-थ्रू बनाए जाने पर विचार किया जाएगा।

6.2 टैरिफ ढांचा और संबद्ध मामले

(1) मॅरिट 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 बिक्री मूल्य के बीच अंतर के रूप में की जाएगी। तथापि, यह सुनिश्चित किया जाए कि ऐसी मर्चेट बिक्री के परिणामस्वरूप मूल लाभार्थी (लाभार्थियों को) उच्चतम औसत ऊर्जा के रूप में जिसमें मर्चेट बिक्री को छोड़कर भुगतान योग्य ऊर्जा प्रभार शामिल है, पर प्रतिकूल प्रभाव न पड़े। अधिनियम की धारा 63 के अंतर्गत परियोजनाओं के लिए ऐसी बिक्री की प्रणाली को उपयुक्त आयोग द्वारा प्रापक 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 फ्लों 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 बिक्री कर सकती है।

(3) कोयला आधारित उत्पादन केंद्रों के मामले में कोल वाशरीज़, कोयला हितकारी प्रणाली, शुष्क राख लदान एवं निपटान प्रणाली स्थापना की उपयुक्त लागत भी परियोजना लागत में शामिल होगी।

(4) बोलियां अवार्ड 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-थ्रू 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-थ्रू 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 प्रतिस्पर्द्धी 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 प्रभावों हेतु उचित मुआवजा शामिल किया जाना चाहिए।

संबंधित राज्य आयोग प्रभावों को उचित एवं सही ठहराते हुए कार्यान्वयन के लिए व्हीलिंग प्रभाव 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 स्रोतः

(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 दीर्घावधि 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 प्रतिस्पर्द्धी 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, प्रतिस्पर्द्धात्मक 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 अनिरंतर विद्युत, विशेषकर नवीकरणीय ऊर्जा स्रोतों के मूल्य निर्धारण हेतु दिशानिर्देश निर्धारित करना चाहिए जहां पर विद्युत का प्रापण प्रतिस्पर्द्धी 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 बैक-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। तदनुसार, 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।

बशर्ते 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।

बशर्ते, 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 नेटवर्कों 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 आनुषांगिक 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 अधिकतम 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 स्टेकहोल्डरों के साथ परामर्श करके और राष्ट्रीय विद्युत योजना के अनुसार आवश्यकता का पता लगाने के पश्चात 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 प्रतिस्पर्द्धी बोली के जरिए आमंत्रित किया जाएगा।

(7) सभी भावी अंतर-राज्यीय पारेषण परियोजनाएं, सामान्यतः प्रतिस्पर्द्धी 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, प्रतिस्पर्द्धी 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 लाइसेंसी 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 ज्ञात सूचकों में टैरिफ समायोजन को सीमित करके समग्र 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 समग्र 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 अनुसरण में 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 यूटिलिटीयों 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 क्षेत्रों/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, लाइसेंसी 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।

चूंकि 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 अध्यक्षीन 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 लाइसेंसी 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 क्रास 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। क्रास-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 लगाए जाएं। 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 फ्रैचाइजियों 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 कफायती 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 सरकारें 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 रहें। इसके पश्चात् रिटेल टैरिफ, प्रतिस्पष्टी लागतों पर विद्युत का प्रापण करने, चोरी को नियंत्रित करने और अन्य वितरण हानियों 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 प्रोस्यूमर्स 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 चेन 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 कार्य 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 क्रास सब्सिडी अधिभार एवं अतिरिक्त अधिभार

8.5.1 राष्ट्रीय विद्युत नीति में निर्धारित है कि क्रास 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 क्रास सब्सिडी अधिभार के अतिरिक्त व्हीलिंग प्रभारों का भुगतान करना होगा। अतः क्रास सब्सिडी अधिभार का परिकलन इस प्रकार से करने की जरूरत है कि वितरण लाइसेंसी की क्षतिपूर्ति करते समय खुली पहुंच के जरिए प्रतिस्पर्धा 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 प्रतिस्पर्धा 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 भारित 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 फार्मूला

$$S=T-[C/(1-L/100)+D+R]$$

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 भारित 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 समग्र उद्देश्यों को ध्यान में रखते हुए वितरण लाइसेंसी के क्षेत्र में विद्यमान विभिन्न परिस्थितियों को ध्यान में रखते हुए इसकी समीक्षा और इसमें परिवर्तन कर सकता है।

बशर्ते कि यह सरचार्ज खुली पहुँच 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 लाइसेंसी होने के कारण, इसकी अपनी खपत के लिए क्रय की गई विद्युत पर किसी क्रास 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 लाइसेंसी द्वारा आपूर्ति की जा रही विद्युत पर किसी प्रभार का भुगतान करना अपेक्षित नहीं होगा।

8.5.3 अधिभार, वितरण लाइसेंसी, पारेषण लाइसेंसी, 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 राशियाँ उस वितरण लाइसेंसी 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 राशियाँ 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 लाइसेंसी 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 वहीलिंग प्रभारों के माध्यम से वसूल किया जाएगा।

8.5.5 वहीलिंग 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 पहुँच वाले उपभोक्ता को आपूर्तिकर्ता उत्पादक द्वारा कटौती किए जाने के मामले में लाइसेंसी 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 (पीएफ) की परिभाषा

परियोजना प्रभावित परिवार (पीएफ) 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 (स्क्वाटर) 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 स्क्वाटर (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 पीएफ 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. 23/2/2005-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.

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, a 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 pre-condition 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.

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

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, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग

संदर्भ क्र० एसईसीएल/बीएसपी/वि वि/ई आ/१६



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department

17.04.2020

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-1 of 2020-21 (April'20-June'20)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -1.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	17-04-2020 - 28-04-2020	MJS Limited
Submission of EMD (in Form of BG)	17-04-2020 - 22-04-2020	
Submission of EMD (in Form of D/D, RTGS etc.)	17-04-2020 - 28-04-2020	
Special Forward e-Auction	Wednesday, 29 April 2020	

Source-wise Grade-wise offer

Mode	Area	Source	Col Id	Grade & Size	Reserve Price	Auction Qty	No. of Rakes	No. Of Lots
Rail	Gevra	Junadih Siding	GPCK	G11 Sized ROM (-250 mm)	955	1753000	450	1
Rail	Kusmunda	New Kusmunda	NKCR	G11 Sized ROM (-250 mm)	955	2103000	540	1
TOTAL						3856000	990	2

The Special Forward E Auction for Power Producers- Phase-1 of 2020-21 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 2020-21 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 Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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'20-JUNE'20)** 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. Therefore, Coal value, in accordance with the relevant provisions of the scheme, against Monthly Scheduled Quantity (MSQ) of April'2020 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 ninety days which will be extendable as desired by SECL in case of Rail supply.
10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 11/04/2018 for **"Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System (SFMS)"**(Annexure-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.
14. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.

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 कं०/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
2. Office Of 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 कं०/Phone No 07752-246322, Fax No 07752-246472

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.

Amrity G f 1714
GM (Marketing & Sales)
J. M.

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, SECL all Areas
8. GM (F), SECL, Kolkata- *For information and display in Notice Board.*
9. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
10. All sectional heads, M&S Dept., SECL, Bilaspur
11. Manager (M&S), SECL, Kolkata
12. MJS Limited



"Under Jurisdiction of Bilaspur Court only"

South Eastern Coalfields Limited

(A Mini Ratna Company)

Phone :: (033) 2248-5009

(A Subsidiary of Coal India Limited)

2242-0345

13, R.N.Mukherjee Road, Kolkata-700-001 Fax :: 2248-1880

Ref.No. SECL/KOL/A/cs./

Dt.11.04.2018

NOTICE

Sub.: Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System(SFMS).

In compliance with the direction regarding acceptance and confirmation of Bank Guarantees in SFMS platform as communicated by CIL, duly approved by competent authority, we need to implement the said instruction/modalities with immediate effect. Accordingly, the matter was taken up with SBI, CAG Branch, Kolkata for implementation. Now SBI, CAG Branch, Kolkata has agreed to facilitate the SFMS enabled BG and communicated the details for introducing the system. As such the Guarantor (BG issuing bank) shall send information about issuance of BG through SFMS gateway to SBI, CAG, Branch.

In view of above all BGs issued by the issuing Bank on behalf of the applicant (Buyer) are to be accepted in prescribed Format. The said BG shall be issued in paper form as well as issued under **Structured Financial Messaging System(SFMS)**. Department of Financial Services, Ministry of Finance vide its OM 08.03.2016 has mandated to provide the name of Beneficiary and his details, Beneficiary's bank branch name and address, IFSC giving their requirements for the Bank Guarantee so that the issuing Bank Branch can send the **MT760/MT767 BG advice message as BG issue/amendment to reach Beneficiary's Bank through SFMS**.

The paper BG would be delivered by the issuing Bank to the beneficiary under speed post/Registered post AD or through any other appropriate mode. **However, the paper BG would be operative only on receipt of a separate advise through SFMS and confirmed by the advising Bank (i.e. Beneficiary's Bank).** The confirmation of issuance of BG through SFMS from advising Bank shall be obtained through electronically as well as print out of the said message from advising Bank with seal and signature.

Contd.2

The details of the Beneficiary's Bank for issue of BG in paper form as well as under SFMS platform is furnished below :

Name of the Beneficiary & address	1. Chairman-cum-Managing Director, South Eastern Coalfields Ltd Seepat Road, Bilaspur, PIN - 495 006(CG)
	2. Chief Manager(I/c), South Eastern Coalfields Ltd 13, R.N.Mukherjee Road, Kolkata - 700 001
Name of the Bank and address (SFMS field No.7036)	State Bank of India, CAG Branch, Sribriddhi Bhavan, 34, Jawaharlal Nehru Road, Kolkata - 700 0071.
Branch Code	9998
IFSC(SFMS field No.7035)	SBIN0009998
SECL cash credit A/c. No.	10373629869
Contact No. & Email address	(033) 2226-2256 Mail : csd.cagkol@sbi.co.in cmcsd.cagkol@sbi.co.in

All consumers (NCDP, LOA, Linkage e-auction & others having transactions with SECL) are advised to follow the above modalities and submit their Bank Guarantees to this office to make it acceptable as valid instrument. In case of extension/ amendment to the BG can be done following the same procedure.

This practice will be followed in strict compliance with effect from 18.04.2018. Non-compliance in any respect, SECL reserves the right to return the BG/s forthwith to the consumer as unaccepted.

(S.K. Roy Chowdhury,
Sr.Manager(F)

11/4/18

Copy for kind information :

- 1) GM(Finance), SECL, Bilaspur.
- 2) GM(M&S), SECL, Bilaspur.
- 3) GM(Systems), SECL, Bilaspur.-with a request to arrange for uploading the notice on website of SECL.
- 4) Chief Manager(F), SECL, Kolkata
- 5) Chief Manager(M&S), SECL, Kolkata.
- 6) TS to D(F), SECL, Bilaspur.
- 7) Notice Board.

[Handwritten signature]

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.

b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:

A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, as the case may be.

AND in addition

B. higher of the following:-

- i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
- ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)

c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's takes are pending to be supplied under Special Forward/Exclusive E-Auction

d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.

e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.

f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.

g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.



साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग

**South Eastern Coalfields Limited**

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department

संदर्भ क्र० एसईसीएल/बीएसपी/वि वि/ई आ/H-209

08.05.2020

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-2 of 2020-21 (MAY'20-JUNE'20)**

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -2.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	08-05-2020 - 21-05-2020	MSTC Limited
Submission of EMD (in Form of BG)	08-04-2020 - 18-05-2020	
Submission of EMD (in Form of D/D, RTGS etc.)	08-05-2020 - 21-05-2020	
Special Forward e-Auction	Friday, 22 May 2020	

Source-wise Grade-wise offer

Mode	Area	Source	Col Id	Grade & Size	Reserve Price	Offer Quantity (in Tes)	No. of Rakes	No. Of Lots
Rail	Gevra	Junadih Siding	GPKC	G11 Sized ROM (-250 mm)	955	1499190	385	1
Rail	Kusmunda	New Kusmunda	NKCR	G11 Sized ROM (-250 mm)	955	1947000	500	1
TOTAL						3446190	885	2

The Special Forward E Auction for Power Producers- Phase-2 of 2020-21 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 2020-21 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 Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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'20-JULY'20**) 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. The terms and conditions of notice no. SECL/BSP/M&S/Comm./ULC/30 dated 17.04.2020 regarding Usance LC shall also be applicable. Consumers desiring to avail Usance LC shall be required to complete all the formalities within stipulated date of payment.
8. 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.
9. 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.
10. 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 ninety days which will be extendable as desired by SECL in case of Rail supply.
11. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 11/04/2018 for **“Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System (SFMS)”**(Annexure-I)
12. 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.
13. 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.
14. **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.
15. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.

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
दूरभाष क्र०/**Phone No.:** 033-22891401, 22895064
वेबसाइट/**Website:** www.mstcecommerce.com & www.mstcindia.co.in
ई-मेल/**E-Mail:** mstcindia@mstcindia.co.in
संपर्क व्यक्ति/**Contact Person:** Shri Argha Sengupta, Chief Manager (Coal Cell)
2. Office Of General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाइट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्र०/Phone No 07752-246322, Fax No 07752-246472

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, SECL all Arcas
8. GM (F), SECL, Kolkata- *For information and display in Notice Board.*
9. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
10. All sectional heads, M&S Dept., SECL, Bilaspur
11. Manager (M&S), SECL, Kolkata
12. MSTC Limited



“Under Jurisdiction of Bilaspur Court only”

South Eastern Coalfields Limited

(A Mini Ratna Company)

Phone :: (033) 2248-5009

(A Subsidiary of Coal India Limited)

2242-0345

13, R.N.Mukherjee Road, Kolkata-700-001 Fax :: 2248-1880

Ref.No. SECL/KOL/A/cs./

Dt.11.04.2018

NOTICE

Sub.: Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System(SFMS).

In compliance with the direction regarding acceptance and confirmation of Bank Guarantees in SFMS platform as communicated by CIL, duly approved by competent authority, we need to implement the said instruction/modalities with immediate effect. Accordingly, the matter was taken up with SBI, CAG Branch, Kolkata for implementation. Now SBI, CAG Branch, Kolkata has agreed to facilitate the SFMS enabled BG and communicated the details for introducing the system. As such the Guarantor (BG issuing bank) shall send information about issuance of BG through SFMS gateway to SBI, CAG, Branch.

In view of above all BGs issued by the issuing Bank on behalf of the applicant (Buyer) are to be accepted in prescribed Format. The said BG shall be issued in paper form as well as issued under **Structured Financial Messaging System(SFMS)**. Department of Financial Services, Ministry of Finance vide its OM 08.03.2016 has mandated to provide the name of Beneficiary and his details, Beneficiary's bank branch name and address, IFSC giving their requirements for the Bank Guarantee so that the issuing Bank Branch can send the **MT760/MT767 BG advice message as BG issue/amendment to reach Beneficiary's Bank through SFMS**.

The paper BG would be delivered by the issuing Bank to the beneficiary under speed post/Registered post AD or through any other appropriate mode. **However, the paper BG would be operative only on receipt of a separate advise through SFMS and confirmed by the advising Bank (i.e. Beneficiary's Bank)**. The confirmation of issuance of BG through SFMS from advising Bank shall be obtained through electronically as well as print out of the said message from advising Bank with seal and signature.

Contd.2

The details of the Beneficiary's Bank for issue of BG in paper form as well as under SFMS platform is furnished below :

Name of the Beneficiary & address	1. Chairman-cum-Managing Director, South Eastern Coalfields Ltd. Seepat Road, Bilaspur, PIN - 495 006(CG)
	2. Chief Manager(I/c), South Eastern Coalfields Ltd. 13, R.N.Mukherjee Road, Kolkata - 700 001
Name of the Bank and address (SFMS field No.7036)	State Bank of India, CAG Branch, Stribiddhi Bhavan, 34, Jawaharlal Nehru Road, Kolkata - 700 0071.
Branch Code	9998
IFSC(SFMS field No.7035)	SBIN0009998
SECL cash credit A/c. No.	10373629869
Contact No. & Email address	(033) 2226-2256 Mail : csd.cagkol@sbi.co.in cmcsd.cagkol@sbi.co.in

All consumers (NCDP, LOA, Linkage e-auction & others having transactions with SECL) are advised to follow the above modalities and submit their Bank Guarantees to this office to make it acceptable as valid instrument. In case of extension/ amendment to the BG can be done following the same procedure.

This practice will be followed in strict compliance with effect from 18.04.2018. Non-compliance in any respect, SECL reserves the right to return the BG/s forthwith to the consumer as unaccepted.

(S.K. Roy Chowdhury,
Sr.Manager(F) 11/4/18

Copy for kind information :

- 1) GM(Finance), SECL, Bilaspur.
- 2) GM(M&S), SECL, Bilaspur.
- 3) GM(Systems), SECL, Bilaspur.-with a request to arrange for uploading the notice on website of SECL.
- 4) Chief Manager(F), SECL, Kolkata
- 5) Chief Manager(M&S), SECL, Kolkata.
- 6) TS to D(F), SECL, Bilaspur.
- 7) Notice Board.

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

- a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.
- b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:
 - A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, **as the case may be.**
- AND in addition**
 - B. higher of the following-
 - i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
 - ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)
- c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's rakes are pending to be supplied under Special Forward/Exclusive E-Auction
- d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.
- e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.
- f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.
- g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department

संदर्भ क्र० एसईसीएल/बीएसपी/वि वि/ई आ/107

05.06.2020

Sale of coal under Special Forward e-Auction for Power Producers Phase-3 of 2020-21 (JUNE'20-AUGUST'20)

Power Producers, desirous of procuring coal from the mines of SECL through Special Forward e-Auction for Power Producers for own consumption, are hereby notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -3.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	05-06-2020 - 20-06-2020	MSTC Limited
Submission of EMD (in Form of BG)	05-06-2020 - 15-06-2020	
Submission of EMD (in Form of D/D, RTGS etc.)	05-06-2020 - 20-06-2020	
Special Forward e-Auction	Monday, 22 June 2020	

Source-wise Grade-wise offer

Mode	Area	Source	Col Id	Grade & Size	Reserve Price	Offer Quantity (in Tes)	No. of Rakes	No. Of Lots
Rail	Gevra	Junadih Siding	GPCK	G11 Sized ROM (-250 mm)	955	1499190	385	1
Rail	Kusmunda	New Kusmunda Siding	NKCR	G11 Sized ROM (-250 mm)	955	1947000	500	1
TOTAL						3446190	885	2

The Special Forward E Auction for Power Producers- Phase-3 of 2020-21 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-3 of 2020-21 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 Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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 (**JUNE'20-AUGUST'20**) 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. The terms and conditions of notice no. SECL/BSP/M&S/Comm./ULC/30 dated 17.04.2020 regarding Usance LC shall also be applicable. Consumers desiring to avail Usance LC shall be required to complete all the formalities within stipulated date of payment.
8. 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.
9. 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.
10. 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 ninety days which will be extendable as desired by SECL in case of Rail supply.
11. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 11/04/2018 for **“Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System (SFMS)”**(Annexure-I)
12. 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.
13. 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.
14. **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.
15. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.

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

दूरभाष कं० / **Phone No.:** 033-22891401, 22895064

वेबसाईट / **Website:** www.mstcecommerce.com & www.mstcindia.co.in

ई-मेल / **E-Mail:** mstcindia@mstcindia.co.in

संपर्क व्यक्ति / **Contact Person:** Shri Argha Sengupta, Chief Manager (Coal Cell)

2. Office Of 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 कं० / **Phone No** 07752-246322, **Fax No** 07752-246472

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, SECL all Areas
8. GM (F), SECL, Kolkata- *For information and display in Notice Board.*
9. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
10. All sectional heads, M&S Dept., SECL, Bilaspur
11. Manager (M&S), SECL, Kolkata
12. MSTC Limited



“Under Jurisdiction of Bilaspur Court only”

South Eastern Coalfields Limited

(A Mini Ratna Company)

Phone :: (033) 2248-5009

(A Subsidiary of Coal India Limited)

2242-0343

13, R.N.Mukherjee Road, Kolkata-700-001 Fax :: 2248-1880

Ref.No. SECL/KOL/A/cs./

Dt.11.04.2018

NOTICE

Sub.: Modalities for acceptance & confirmation of Bank Guarantees through Structured Financial Messaging System(SFMS).

In compliance with the direction regarding acceptance and confirmation of Bank Guarantees in SFMS platform as communicated by CIL, duly approved by competent authority, we need to implement the said instruction/modalities with immediate effect. Accordingly, the matter was taken up with SBI, CAG Branch, Kolkata for implementation. Now SBI, CAG Branch, Kolkata has agreed to facilitate the SFMS enabled BG and communicated the details for introducing the system. As such the Guarantor (BG issuing bank) shall send information about issuance of BG through SFMS gateway to SBI, CAG, Branch.

In view of above all BGs issued by the issuing Bank on behalf of the applicant (Buyer) are to be accepted in prescribed Format. The said BG shall be issued in paper form as well as issued under **Structured Financial Messaging System(SFMS)**. Department of Financial Services, Ministry of Finance vide its OM 08.03.2016 has mandated to provide the name of Beneficiary and his details, Beneficiary's bank branch name and address, IFSC giving their requirements for the Bank Guarantee so that the issuing Bank Branch can send the **MT760/MT767 BG advice message as BG issue/amendment to reach Beneficiary's Bank through SFMS.**

The paper BG would be delivered by the issuing Bank to the beneficiary under speed post/Registered post AD or through any other appropriate mode. **However, the paper BG would be operative only on receipt of a separate advise through SFMS and confirmed by the advising Bank (i.e. Beneficiary's Bank).** The confirmation of issuance of BG through SFMS from advising Bank shall be obtained through electronically as well as print out of the said message from advising Bank with seal and signature.

Contd.2

The details of the Beneficiary's Bank for issue of BG in paper form as well as under SFMS platform is furnished below :

Name of the Beneficiary & address	1. Chairman-cum-Managing Director, South Eastern Coalfields Ltd. Seepat Road, Bilaspur, PIN - 495 006(CG)
	2. Chief Manager(I/c), South Eastern Coalfields Ltd. 13, R.N.Mukherjee Road, Kolkata - 700 001
Name of the Bank and address (SFMS field No.7036)	State Bank of India, CAG Branch, Sribiddhi Bhavan, 34, Jawaharlal Nehru Road, Kolkata - 700 0071.
Branch Code	9998
IFSC(SFMS field No.7035)	SBIN0009998
SECL cash credit A/c. No.	10373629869
Contact No. & Email address	(033) 2226-2256 Mail : csd.cagkol@sbi.co.in cmcsd.cagkol@sbi.co.in

All consumers (NCDP, LOA, Linkage e-auction & others having transactions with SECL) are advised to follow the above modalities and submit their Bank Guarantees to this office to make it acceptable as valid instrument. In case of extension/ amendment to the BG can be done following the same procedure.

This practice will be followed in strict compliance with effect from 18.04.2018. Non-compliance in any respect, SECL reserves the right to return the BG/s forthwith to the consumer as unaccepted.

(S.K. Roy Chowdhury,
Sr.Manager(F)

Copy for kind information :

- 1) GM(Finance), SECL, Bilaspur.
- 2) GM(M&S), SECL, Bilaspur.
- 3) GM(Systems), SECL, Bilaspur.-with a request to arrange for uploading the notice on website of SECL.
- 4) Chief Manager(F), SECL, Kolkata
- 5) Chief Manager(M&S), SECL, Kolkata.
- 6) TS to D(F), SECL, Bilaspur.
- 7) Notice Board.

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

- a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.
 - b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:
 - A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, as the case may be.
- AND in addition**
- B. higher of the following:
 - i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
 - ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)
 - c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's rakes are pending to be supplied under Special Forward/Exclusive E-Auction
 - d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.
 - e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.
 - f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.
 - g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.



साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग

**South Eastern Coalfields Limited**

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department**SECL/BSP/M&S/EA/1548****Date: 17-11-2020**

Sale of coal under Special Forward e-Auction
for Power Producers Phase-4 of 2020-21 (November'20-January'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 notified 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 2020-21 Phase -4.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	17-11-2020 - 26-11-2020	MJS Limited
Submission of EMD (in Form of BG)	17-11-2020 - 23-11-2020	
Submission of EMD (in Form of D/D, RTGS etc.)	17-11-2020 - 26-11-2020	
Special Forward e-Auction	Friday, 27 November 2020	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots
Road	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	981	50000	1
	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1146	300000	1
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	981	200000	1
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1146	250000	1
	Raigarh	Chhal OC	G15 Sized ROM (-100 mm)	708	300000	1
		Baroud OCM	G15 Sized ROM (-250 mm)	708	300000	1
		Jampali OC	G15 Sized ROM (-100 mm)	708	300000	1
		Bijari OC	G15 Sized ROM (-250 mm)	708	100000	1
	Grand Total				1800000	8

The Special Forward E Auction for Power Producers- Phase-4 of 2020-21 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-4 of 2020-21 will stand modified to the following extent:

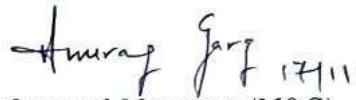

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for 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. The validity period of lifting against successful quantity shall be **3 months from November'20 (November'20-January'21)** and successful bidders have the option of choosing the monthly quantity. For all road-borne supply, the validity period for lifting of coal shall be 45 days beyond January'21 against the quantity allocated for January'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 **(November'20-January'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. The terms and conditions of notice no. SECL/BSP/M&S/FSA/425/LA/723 dated 03.07.2020 regarding Usance LC shall also be applicable. Consumers desiring to avail Usance LC shall be required to complete all the formalities within stipulated date of payment. (Annex-I)
8. 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.
9. 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.
10. 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.
11. 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-II)
12. 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.
13. 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.
14. **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 I, Plot V, Block DP, Sector V, Salt Lake Kolkata, West Bengal- 700091.
दूरभाष क० / Ph No: 033-66106100
वेबसाइट / Website: <http://www.coaljunction.in>
ई-मेल / E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन/Toll-free Helpline: 1800-419-20001
2. Office Of General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाइट / Website: www.secl-cil.in
संपर्क व्यक्ति / Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क० / Phone No 07752-246322, Fax No 07752-246472

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, SECL all Areas
8. GM (F), SECL, Bilaspur
9. Chief Manager (F), Sales Finance, SECL, Bilaspur
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



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

ANNEX-I 225

No. SECL/BSP/M&S/FSA/425/LA/ 723 Date: 03.07.2020

NOTICE

Sub: Modifications to financial coverage arrangements for coal supplies through FSAs under linkage auction route with NRS consumers and under Special Forward & Exclusive e-Auction Scheme

All concerned are hereby informed that following modifications to financial coverage arrangements for coal supplies through FSAs under linkage auction route with NRS consumers and under Special Forward & Exclusive e-Auction Scheme have been received from CIL for implementation with immediate effect:

- To do away with the requirement for BG towards financial coverage under the Usance LC payment mechanism for supplies for Non-regulated sector (linkage auction route) under FSAs, Special forward and Exclusive e-auction under payment through Usance LC for supply under road mode, as the payment required for release of coal is realised under the LC before issue of the Delivery orders.
- Reduction of the existing financial coverage of 30 days supplies for supply under rail mode to the FSA consumers of Non-Regulated Sector (linkage auction route) and acceptance of Financial coverage in the form of a banker's cheque/demand draft or a bank guarantee issued by an Acceptable Bank for an amount equal to the estimated 'As Delivered Price of Coal' for 10 (ten) days of Coal supplies, i.e. ACQ/36 subject to a minimum amount equivalent to the 'As Delivered Price of Coal' of 1 (one) rake-load. This revised mode of financial coverage shall also be applicable for Usance LC mode of payment for supplies by rail under Special forward and Exclusive e-auction schemes.
- The revised financial arrangements for the modes of payment under the various schemes of supply shall be as under:

Sl. No.	Scheme	Mode of Payment	Mode of Dispatch	Payment of Seven (7) days coal value	Financial Coverage of Ten (10) days coal value
1	FSA for Power sector (Central/State Gencos/IPPs)	Advance Payment	Any	No	No
		IRLC	Any	Yes	No
		Usance LC	Any	Yes	No
2	FSA for NRS Linkage auction route	Advance Payment	Rail	No	Yes
			Road	No	No
		IRLC	By rail and other modes	Yes	Yes
		Usance LC	Rail	Yes	Yes
			Road	No	No
3	Special forward/Exclusive e-auction	Usance LC	Rail	Yes	Yes
			Road	No	No
			Road	No	No

Amrta Jyoti
General Manager (M&S)

Distribution:

1. GM (QC), SECL, Bilaspur
2. GM, All Areas, SECL
3. All Sectional Heads, M&S Deptt., SECL Hqrs., Bilaspur
4. GM (F), SECL, Kolkata
5. Chief Manager (Finance), SECL, Kolkata
6. Manager (Min./M&S), SECL, Kolkata
7. ASM, All Areas, SECL
8. AFM, All Areas, SECL
9. Notice Board
10. Website

Copy for kind information to:

1. CMD, SECL
2. DT (P&P), SECL
3. G M (M&S), CIL, Kolkata



South 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

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:

1. 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.
2. 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
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3. BGs will also be received at Bilaspur with a condition that the same will be payable at Bilaspur.
4. The addressee at No. 2 in the BG format shall be mentioned as "Officer In-Charge, Sales Finance, SECL, Bilaspur."
5. SECL reserves the right to modify the above notice without any prior intimation.

[Signature]
General Manager (M&S)

Copy to:

- 1) General Manager (Fin.)/HOD, SECL, Bilaspur
- 2) G M (Finance), SECL, Kolkata
- 3) TS to D (F), SECL, Bilaspur
- 4) TS to D T (P&P), SECL, Bilaspur
- 5) All Section Heads, M&S Deptt., SECL, Bilaspur
- 6) 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*
- 7) SECL Website
- 8) Notice Board

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department

SECL/BSP/M&S/EA/1661

Date: 05-12-2020

Sale of coal under Special Forward e-Auction for Power Producers Phase-5 of 2020-21 (December'20-February'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 notified 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 2020-21 Phase -5.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	05-12-2020 - 16-12-2020	MJS Limited
Submission of EMD (in Form of BG)	05-12-2020 - 11-12-2020	
Submission of EMD (in Form of D/D, RTGS etc.)	05-12-2020 - 16-12-2020	
Special Forward e-Auction	Thursday, 17 December 2020	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots
Road	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	50000	1
	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1158	150000	1
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	993	200000	1
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1158	250000	1
	Raigarh	Chhal OC	G15 Sized ROM (-100 mm)	720	200000	1
		Gare Pelma IV/2&3	G14 Sized ROM (-250 mm)	910	100000	1
			G15 Sized ROM (-250 mm)	720	100000	1
			G16 Sized ROM (-250 mm)	617	300000	1
			Baroud OCM	G15 Sized ROM (-100 mm)	720	300000
		Jampali OC	720		400000	1
		Bijari OC	720		300000	1
		Grand Total				2350000

The Special Forward E Auction for Power Producers- Phase-5 of 2020-21 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 2020-21 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. The validity period of lifting against successful quantity shall be **3 months from December'20 (December'20-February'21)** and successful bidders have the option of choosing the monthly quantity. For all road-borne supply, the validity period for lifting of coal shall be 45 days beyond February'21 against the quantity allocated for February'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 **(December'20-February'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. The terms and conditions of notice no. SECL/BSP/M&S/FSA/425/LA/723 dated 03.07.2020 regarding Usance LC shall also be applicable. Consumers desiring to avail Usance LC shall be required to complete all the formalities within stipulated date of payment. (Annex-I)
8. 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.
9. 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.
10. 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.
11. 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-II)
12. 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.
13. 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.
14. 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 कं/Ph No: 033-66106100
वेबसाइट/Website: <http://www.coaljunction.in>
ई-मेल/E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन/Toll-free Helpline: 1800-419-20001
2. Office Of General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाइट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष कं/Phone No 07752-246322, Fax No 07752-246472

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.

Rg 05/11/2020
General Manager (M&S),
SECL, Bilaspur
an 05/12/20

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 Annexures in the website of SECL*
7. GM, SECL all Areas
8. GM (F), SECL, Bilaspur
9. Chief Manager (F), Sales Finance, SECL, Bilaspur
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



South Eastern Coalfields Limited

ANNEX-231

(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

No. SECL/BSP/M&S/FSA/425/LA/ 723

Date: 03.07.2020

NOTICE

Sub: Modifications to financial coverage arrangements for coal supplies through FSAs under linkage auction route with NRS consumers and under Special Forward & Exclusive e-Auction Scheme

All concerned are hereby informed that following modifications to financial coverage arrangements for coal supplies through FSAs under linkage auction route with NRS consumers and under Special Forward & Exclusive e-Auction Scheme have been received from CIL for implementation with immediate effect:

- (i) To do away with the requirement for BG towards financial coverage under the Usance LC payment mechanism for supplies for Non-regulated sector (linkage auction route) under FSAs, Special forward and Exclusive e-auction under payment through Usance LC for supply under road mode, as the payment required for release of coal is realised under the LC before issue of the Delivery orders.
- (ii) Reduction of the existing financial coverage of 30 days supplies for supply under rail mode to the FSA consumers of Non-Regulated Sector (linkage auction route) and acceptance of Financial coverage in the form of a banker's cheque/demand draft or a bank guarantee issued by an Acceptable Bank for an amount equal to the estimated 'As Delivered Price of Coal' for 10 (ten) days of Coal supplies, i.e. ACQ/36 subject to a minimum amount equivalent to the 'As Delivered Price of Coal' of 1 (one) rake-load. This revised mode of financial coverage shall also be applicable for Usance LC mode of payment for supplies by rail under Special forward and Exclusive e-auction schemes.
- (iii) The revised financial arrangements for the modes of payment under the various schemes of supply shall be as under:

Sl. No.	Scheme	Mode of Payment	Mode of Dispatch	Payment of Seven (7) days coal value	Financial Coverage of Ten (10) days coal value
1	FSA for Power sector (Central/State Gencos/PPs)	Advance Payment	Any	No	No
		IRLC	Any	Yes	No
		Usance LC	Any	Yes	No
2	FSA for NRS Linkage auction route	Advance Payment	Rail	No	Yes
			Road	No	No
		IRLC	By rail and other modes	Yes	Yes
		Usance LC	Rail	Yes	Yes
			Road	No	No
3	Special forward/Exclusive e-auction	Usance LC	Rail	Yes	Yes
			Road	No	No

Anurag Goy 317
General Manager (M&S)

Distribution:

1. GM (QC), SECL, Bilaspur
2. GM, All Areas, SECL
3. All Sectional Heads, M&S Deptt., SECL Hqrs., Bilaspur
4. GM (F), SECL, Kolkata
5. Chief Manager (Finance), SECL, Kolkata
6. Manager (Min./M&S), SECL, Kolkata
7. ASM, All Areas, SECL
8. AFM, All Areas, SECL
9. Notice Board
10. Website

Copy for kind information to:

1. CMD, SECL
2. DT (P&P), SECL
3. G M (M&S), CIL, Kolkata



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

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.

Shri. P. K. 1717
General Manager (M&S)

Copy 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



SECL/BSP/M&S/EA/ 18 42

Date: 07-01-2021

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-6 of 2020-21 (January'21-March'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 notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road and Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -6.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	07-01-2021 - 18-01-2021	MSTC Limited
Submission of EMD (in Form of BG)	07-01-2021 - 13-01-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	07-01-2021 - 18-01-2021	
Special Forward e-Auction	Tuesday, 19 January 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of Rakes	No. of lots
Rail	Dipka	Dipka Siding	G11 Sized ROM (-100 mm)	1158	350460	90	1
	Gevra	Junadih Public Silo		1158	700920	180	1
	Kusmunda	New Kusmunda Siding		1158	467280	120	1
	Raigarh	Korichapar Siding	G15 Sized ROM (-100 mm)	720	700920	180	1
Road	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1158	300000		1
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	993	200000		1
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1158	300000		1
		Chhal OC	G15 Sized ROM (-100 mm)	720	200000		1
		Gare Pelma IV/2&3	G12 Sized ROM (-250 mm)	1076	35000		1
			G15 Sized ROM (-250 mm)	720	200000		1
			G16 Sized ROM (-250 mm)	617	300000		1
				720	300000		1
		Baroud OCM	G15 Sized ROM (-100 mm)	720	500000		1
		Jampali OC		720	150000		1
		Bijari OC		720	150000		1
		Jampali OC	G12 Sized ROM (-250 mm)	1076	200000		1
Total					4904580	570	15

The Special Forward E Auction for Power Producers- Phase-6 of 2020-21 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-6 of 2020-21 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. The validity period of lifting against successful quantity shall be **3 months from January'21 (January'21-March'21)** and successful bidders have the option of choosing the monthly quantity. For all road-borne supply, the validity period for lifting of coal shall be 45 days beyond March'21 against the quantity allocated for March'21 (Last month of 3 months lifting period) subject to deposition of coal value. For Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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 (January'21-March'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/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. The validity of BG shall be at least throughout the pendency of lifting plus 90 days in case of Rail which will be extendable as desired by SECL in case of Rail Supply.
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.
14. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.

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
दूरभाष कं० / **Phone No.:** 033-22891401, 22895064
वेबसाइट / **Website:** www.mstcecommerce.com & www.mstcindia.co.in
ई-मेल / **E-Mail:** mstcindia@mstcindia.co.in
संपर्क व्यक्ति / **Contact Person:** Shri Arindam Bhattacharjee, Senior Manager (Coal Cell)
2. Office Of General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाइट / **Website:** www.secl-cil.in
संपर्क व्यक्ति / **Contact Person:** GM (M&S), SECL, Seepat Road, Bilaspur
दूरभाष कं० / **Phone No** 07752-246322, **Fax No** 07752-246472

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 Annexures in the website of SECL*
7. GM, SECL all Areas
8. GM (F), SECL, Bilaspur
9. Chief Manager (F), Sales Finance, SECL, Bilaspur
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 MINERATNA PSU]
CIN: U10102CI1985GO001161

Regd. Office: Seepat Road, Bilaspur (CG) - 495 006

MARKETING & SALES DEPARTMENT

Phone: 07752-246322, Fax: 07752-246472

Website: www.secl.gov.in

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:

1. 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.
2. 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

3. BGs will also be received at Bilaspur with a condition that the same will be payable at Bilaspur.
4. The addressee at No. 2 in the BG format shall be mentioned as "Officer In-Charge, Sales Finance, SECL, Bilaspur".
5. SECL reserves the right to modify the above notice without any prior intimation.

Copy to:

- 1) General Manager (Fin)/HOD, SECL, Bilaspur
- 2) G M (Finance), SECL, Kolkata
- 3) TS to D (F), SECL, Bilaspur
- 4) TS to D T (P&P), SECL, Bilaspur
- 5) All Section: Heads, M&S Deptt., SECL, Bilaspur
- 6) Manager (Fin./Sales Accounts), SECL, Bilaspur

(Signature)
General Manager (M&S)

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

- 7) SECL Website
- 8) Notice Board

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

- a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.
- b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:
 - A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, as the case may be.

AND in addition

- B. higher of the following-
 - i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
 - ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)
- c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's rakes are pending to be supplied under Special Forward/Exclusive E-Auction
- d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.
- e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.
- f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.
- g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.




साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की अनुषंगी कंपनी)

पंजीकृत कार्यालय - सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006

दूरभाष : 07752 246322, फैक्स : 07752 246472

विपणन एवं विक्रय विभाग



South Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

Regd. Office - Seepat Road, Bilaspur, (CG) 495006

PHONE : 07752 246322 FAX : 07752 246472

Marketing & Sales Department

SECL/BSP/M&S/EA/ 2055

Date: 09-02-2021

**Sale of coal under Special Forward e-Auction
for Power Producers Phase-7 of 2020-21 (Feb' 21 - April' 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 notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road and Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -6.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	09-02-2021 - 22-02-2021	MSTC Limited
Submission of EMD (in Form of BG)	09-02-2021 - 17-02-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	09-02-2021 - 22-02-2021	
Special Forward e-Auction	Tuesday, 23 February 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price (Rs/Te)	Offered Qty	Offered Rate	No. of Lots
Rail	Raigarh	Korichapar Siding	G15 Sized ROM (-100 mm)	720	1168200	300	1
	Gevra	Junadih Public SILO	G11 Sized ROM (-100 mm)	1158	467280	120	1
	Dipka	Dipka Siding	G11 Sized ROM (-100 mm)	1158	233640	60	1
Road	Bhatgaon	Jagannathpur OC	G12 Sized ROM (-250 mm)	1076	50000		1
	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	50000		1
	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1158	200000		1
	Gevra	Gevra OC		1158	500000		1
	Korba	Manikpur OC	G13 Sized ROM (-250 mm)	993	300000		1
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1158	600000		1
	Raigarh	Chhal OC	G15 Sized ROM (-100 mm)	720	500000		1
		Gare Pelma IV/2&3	G12 Sized ROM (-250 mm)	1076	200000		1
			G14 Sized ROM (-250 mm)	910	200000		1
			G15 Sized ROM (-250 mm)	720	30000		1
			G16 Sized ROM (-250 mm)	617	70000		1
		Baroud OCM	G15 Sized ROM (-100 mm)	720	400000		1
		Jampali OC		720	500000		1
		Bijari OC		720	200000		1
		Jampali OC		1076	50000		1
					5719120	480	18

The Special Forward E Auction for Power Producers- Phase-7 of 2020-21 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 2020-21 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

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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. The validity period of lifting against successful quantity shall be **3 months from February' 21 (February' 21 - April' 21)** and successful bidders have the option of choosing the monthly quantity. For all road-borne supply, the validity period for lifting of coal shall be 45 days beyond April' 21 against the quantity allocated for April' 21 (Last month of 3 months lifting period) subject to deposition of coal value. For Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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 (February' 21 - April' 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 **Feb' 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. The validity of BG shall be at least throughout the pendency of lifting plus 90 days in case of Rail which will be extendable as desired by SECL in case of Rail Supply.
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

Dr.
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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.
- 14. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.**

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 General Manager (Marketing & Sales)
 South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
Website: www.secl-cil.in
Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
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
 09/02/21

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 Annexures in the website of SECL*
7. GM, SECL all Areas
8. GM (F), SECL, Bilaspur
9. Chief Manager (F), Sales Finance, SECL, Bilaspur
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 MINERATNA PSU]

CIN: U10102CI1985GO001151

Regd. Office: Seepat Road, Bilaspur (CG) - 495 006

MARKETING & SALES DEPARTMENT

Phone: 07752-245322, Fax: 07752-245472

Website: www.secl.gov.in

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:

1. 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.
2. 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

3. BGs will also be received at Bilaspur with a condition that the same will be payable at Bilaspur.
4. The addressee at No. 2 in the BG format shall be mentioned as "Officer In-Charge, Sales Finance, SECL, Bilaspur."
5. SECL reserves the right to modify the above notice without any prior intimation.

Copy to:

- 1) General Manager (Fin./HOD, SECL, Bilaspur)
- 2) G M (Finance), SECL, Kolkata
- 3) TS to D (F), SECL, Bilaspur
- 4) TS to D T (P&P), SECL, Bilaspur
- 5) All Section Heads, M&S Deptt., SECL, Bilaspur
- 6) Manager (Fin./Sales Accounts), SECL, Bilaspur

- 7) SECL Website
- 9) Notice Board

[Signature]
General Manager (M&S)

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

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

- a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.
- b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:

A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, as the case may be.

AND in addition

B. higher of the following-

- i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
 - ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)
- c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's rakes are pending to be supplied under Special Forward/Exclusive E-Auction
 - d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.
 - e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.
 - f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.
 - g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.






**Sale of coal under Special Forward e-Auction
for Power Producers Phase-8 of 2020-21 (March' 21 - May' 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 notified that the following are schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road and Rail mode through Special Forward e-Auction for Power Producers for 2020-21 Phase -8.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	04-03-2021 - 15-03-2021	MJS Limited
Submission of EMD (in Form of BG)	04-03-2021 - 11-03-2021	
Submission of EMD (in Form of D/D, RTGS etc.)	04-03-2021 - 15-03-2021	
Special Forward e-Auction	Tuesday, 16 March 2021	

Source-wise Grade-wise offer

Mode	Area	Source	Grade & Size	Reserve Price	Offered Qty	No. of lots	No. of Rakes
Rail	Raigarh	Korichapar Siding	G15 Sized ROM (-100 mm)	720	389400	1	100
Road	Bhatgaon	Jagannathpur OC	G11 Sized ROM (-250 mm)	1158	100000	1	
			G12 Sized ROM (-250 mm)	1076	60000	1	
	Bisrampur	Balrampur UG	G13 Sized ROM (-250 mm)	993	50000	1	
	Dipka	Dipka OC	G11 Sized ROM (-250 mm)	1158	400000	1	
	Gevra	Gevra OC		1158	600000	1	
	Korba	Manikpur OC (Forest Land)	G13 Sized ROM (-250 mm)	993	200000	1	
	Kusmunda	Kusmunda OC	G11 Sized ROM (-250 mm)	1158	600000	1	
	Raigarh	Chhal OC	G15 Sized ROM (-100 mm)	720	500000	1	
		Gare Pelma IV/2&3	G12 Sized ROM (-250 mm)	1076	170000	1	
			G14 Sized ROM (-250 mm)	910	95000	1	
			G15 Sized ROM (-250 mm)	720	12000	1	
			G16 Sized ROM (-250 mm)	617	20000	1	
		Baroud OCM	G15 Sized ROM (-100 mm)	720	150000	1	
		Jampali OC		720	300000	1	
			G15 Sized ROM (-250 mm)	720	80000	1	
		Jampali OC	G12 Sized ROM (-100 mm)	1076	40000	1	
Grand Total					3766400	17	100

The Special Forward E Auction for Power Producers- Phase-8 of 2020-21 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 2020-21 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 March'21 (March' 21-May' 21)**. The validity period for lifting of coal shall be 45 days beyond May' 21 against the quantity allocated for May' 21 (Last month of 3 months lifting period) subject to deposition of coal value. For Rail supply, validity for taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
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 (March' 21 - May' 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/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. The validity of BG shall be at least throughout the pendency of lifting plus 90 days in case of Rail which will be extendable as desired by SECL in case of Rail Supply.
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.


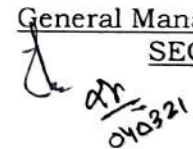
14. As per the approval of CIL Board, the enabling provisions for Change of mode from Rail to Road under Special Forward e-Auction is enclosed as Annexure-Y.

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 कं० / Ph No: 033-66106100
वेबसाइट / Website: <http://www.coaljunction.in>
ई-मेल / E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन/Toll-free Helpline: 1800-419-20001

2. Office Of General Manager (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
Website: www.secl-cil.in
Contact Person: GM (M&S), SECL, Seepat Road, Bilaspur
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 Annexures in the website of SECL*
7. GM, SECL all Areas
8. GM (F), SECL, Bilaspur
9. Chief Manager (F), Sales Finance, SECL, Bilaspur
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



South Eastern Coalfields Limited

[A MINERATNA PIV]

CIN: U1102C11985GO001101

Regd. Office: Seepat Road, Bilaspur (CG) - 495 006

MARKETING & SALES DEPARTMENT

Phone: 07752-245122, Fax: 07752-245472

Website: www.secl.gov.in

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:

<p>(i) State Bank of India, SME Branch, Galaxy Heights, Vyapar Vihar, Bilaspur (CG) - 495001 IFSC - SBIN0004177 Branch Code - 04177 Email - sbi.04177@sb. co.in</p>	<p>(ii) A/c No. 1590002100001610 Punjab National Bank, Budhwari Bazar Branch, Bilaspur IFSC - PUNB0159000</p>
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- 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.

[Signature]
General Manager (M&S)

Copy 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

Annexure-Y

Enabling conditions under Special Forward/Exclusive e-auction for exercising option for change of Mode from Rail to Road

- a) Successful bidders under Special Forward e-Auction or Exclusive e-Auction, sourcing coal through Rail mode with quantity leftover for supply may be given an additional option to take coal through Temporary Road Source(s) from the linked mines of the auctioned siding or any other source(s) as decided by the coal company considering availability of coal in the Temporary Road Source(s), logistics availability etc.
 - b) The price payable by the consumer for supply of coal through Temporary Road Source would be the summation of:
 - A. Notified price applicable for regulated sector in case of Special Forward e-Auction or Notified price applicable for non-regulated sector in case of Exclusive e-auction, as the case may be.
- AND in addition**
- B. higher of the following-
 - i. Highest % premium received on the Original Rail Source in the particular auction where the bidder had participated
 - ii. Highest % premium over notified price for the Temporary Road Source under any e-auction (i.e. all e-auctions under same scheme) during current financial year and last financial year (if available)
 - c) This dispensation is to be offered against those Original Rail Source(s) where more than one month's rakes are pending to be supplied under Special Forward/Exclusive E-Auction
 - d) Coal Company shall endeavor to re-instate the supplies from the Original/ Auctioned Rail Source as soon as possible.
 - e) Coal Company shall ensure that no financial loss is incurred by them through the exercise of this option.
 - f) Coal Company shall ensure that the exercise of this option does not affect the existing commitments from the chosen Temporary Road Source.
 - g) Such a decision, whenever taken by the subsidiary coal company, should be executed in a transparent manner duly notifying the same on company website/ notice boards etc.






महानदी कोलफील्ड्स लिमिटेड, संबलपुर

(कोल इंडिया लिमिटेड की एक सहायक कंपनी)

विपणन और विक्रय विभाग



No. MCL/M&S/Special Frwd e-Auction/2020-21/Phase-I/16

Dt.20.04.2020

NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD E-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-I
(3 Monthly Auction- Apr 2020-Jun 2020)

MCL shall sell coal by **Road & Rail mode** to the Power Producers through "Special Forward e-Auction for Power Producers for 2020-21-Phase-I (APR 2020-JUN 2020)" for quantities as notified in the enclosure in Road & Rail mode. 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 **28th Apr, 2020** for Road & Rail 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 2020-21 –Phase I, will have to register themselves with the Service Provider by visiting their website i.e. M/s.mjunction services 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 services limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase I to be held on 28th Apr,2020. **Modalities, format of Bank Guarantee, details of schedule of dates** for Special Forward e-Auction for 2020-21 for Power Producers (Excluding CPPs) PHASE-I (Apr' 2020-Jun' 2020) are being notified separately in the websites of MCL and service provider.

Address of M/s. mjunction services Limited	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 Tollfree Phone No. 1800-419-0001 Email-coaljunction@mjunction.in
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.nic.in	Shri A.K.Gupta , Ph.0663 -2542853 / 359 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5346) Nodal Officer : Shri J. Nayak (For Road Mode) Asst. Manager, M&S Deptt. mob-9438493310 Apurba Gorai (For Rail Mode) Asst. Manager, M&S Deptt. mob-9438493290 E-Mail : cgmism_mcl@rediffmail.com

All concerned are requested to contact M/s.mjunction services limited on website / address or by visiting office at Kolkata or MCL office, 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.

भवदीय

अशोक गुप्ता 20/4/20

महाप्रबंधक (विपणन और विक्रय)
संलग्न 3

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR
POWER PRODUCERS (EXCLUDING CPPs) FOR 2020-21(PHASE-I)
BY ROAD & RAIL MODE**

COLLIERY /SOURCE/SIDING	GCV	SIZE	Total Qty Apr'20 – Jun'20 (Fig in lakh Tes)	Notified Price	Reserve Price
				(Rs/Te)	(Rs/Te)
HINGULA OCP	3401-3700	(-) 100 MM	5.00	817	817
BALARAM OCP	3401-3700	(-) 100 MM	3.00	817	817
BIHUBANESWARI OCP	3701-4000	(-) 100 MM	2.00	886	886
ANANTA OCP	3701-4000	(-) 100 MM	1.00	886	886
LINGRAJ OCP	3701-4000	(-) 100 MM	2.00	886	886
LAKHANPUR OCP	3101-3400	(-) 100 MM	2.00	748	748
GARJANBAHAL OCP	2801-3100	(-) 100 MM	3.00	590	590
KULDA OCP	3101-3400	(-) 100 MM	7.00	748	748
SUB TOTAL BY ROAD			25.00		
BOCM-I & II	3101-3400	(-) 100 MM	10.8 (270 Rakes)	748	748
SARDEGA	3101-3400	(-) 100 MM	8.4 (210 Rakes)	748	748
SPUR-VII&VIII	3401-3700	(-) 100 MM	10.8 (270 Rakes)	817	817
SUB TOTAL BY RAIL			30.00		
TOTAL (ROAD & RAIL)			55.00		

- 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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर

(कोल इंडिया लिमिटेड की एक सहायक कंपनी)

विपणन और विक्रय विभाग



No. MCL/M&S/Special Frwd e-Auction/2020-21/Phase-II/73

Dt.13.05.2020

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD E-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-II
(2 Monthly Auction- May 2020-Jun 2020)**

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21-Phase-II (MAY 2020-JUN 2020)**” for quantities as notified in the enclosure in Road & Rail mode. 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 **20th May, 2020 for Road & Rail** 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 2020-21 –Phase-II, will have to register themselves with the Service Provider by visiting their website i.e. M/s.MSTC 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. MSTC limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase II to be held on 20th May,2020. **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 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 S.K.Paul(Sr.Manager) saikat@mstcindia.co.in/ arun@mstcindia.co.in
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.nic.in	Shri A.K.Gupta , Ph.0663 -2542853 / 359 GM,M&S Deptt. (PBX– 0663-2542461 to 2542469 Extn. 5346) Nodal Officer : Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayakan4921@coalindia.in/ mob-9438493310 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.MSTC limited** on website / address or by visiting office at Kolkata or MCL office, 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.

भवदीय
अशोक गुप्ता
महाप्रबंधक (विपणन और विक्रय)
3/5/20

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR
POWER PRODUCERS (EXCLUDING CPPs) FOR 2020-21(PHASE-II)
BY ROAD & RAIL MODE**

COLLIERY /SOURCE/SIDING	GCV	SIZE	Total Qty Apr'20 – Jun'20 (Fig in lakh Tes)	Notified Price	Reserve Price
				(Rs/Te)	(Rs/Te)
HINGULA OCP	3401-3700	(-) 100 MM	5.00	817	817
BALARAM OCP	3401-3700	(-) 100 MM	2.00	817	817
ANANTA OCP	3701-4000	(-) 100 MM	1.00	886	886
JAGANNATH OCP	3701-4000	(-) 100 MM	1.00	886	886
LINGRAJ OCP	3701-4000	(-) 100 MM	1.00	886	886
KANIHA OCP	3101-3400	(-) 100 MM	3.00	748	748
LAKHANPUR OCP	3101-3400	(-) 100 MM	3.00	748	748
KULDA OCP	3101-3400	(-) 100 MM	5.00	748	748
SUB TOTAL BY ROAD			21.00		
BOCM-I &II	3101-3400	(-) 100 MM	4.00 (100 Rakes)	748	748
SARDEGA	3101-3400	(-) 100 MM	2.00 (50 Rakes)	748	748
SPUR-I&II	3701-4000	(-) 100 MM	2.00 (50 Rakes)	886	886
SPUR-III&IV	3701-4000	(-) 100 MM	2.00 (50 Rakes)	886	886
SPUR-V&VI	3701-4000	(-) 100 MM	2.00 (50 Rakes)	886	886
SPUR-VII&VIII	3401-3700	(-) 100 MM	2.00 (50 Rakes)	817	817
SPUR- IX	3401-3700	(-) 100 MM	2.00 (50 Rakes)	817	817
SUB TOTAL BY RAIL			16.00		
TOTAL (ROAD & RAIL)			37.00		

- 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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर

(कोल इंडिया लिमिटेड की एक सहायक कंपनी)

विपणन और विक्रय विभाग



No. MCL/M&S/Special Frwd e-Auction/2020-21/Phase-III/144

Dt.18.07.2020

NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD E-AUCTION SCHEME FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-III (3 Monthly Auction- JULY 2020-SEPT 2020)

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21-Phase-III (JULY 2020-SEPT 2020)**” for quantities as notified in the enclosure in Road & Rail mode. 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 **29th July, 2020 for Road & Rail** 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 2020-21 –Phase-III, will have to register themselves with the Service Provider by visiting their website i.e. M/s.MSTC 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. MSTC limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase III to be held on 29th July, 2020. **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 S.K.Paul(Sr.Manager) saikat@mstcindia.co.in/ arun@mstcindia.co.in
Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.nic.in	Shri A.K.Gupta , Ph.0663 -2542853 / 359 GM,M&S Deptt. (PBX– 0663-2542461 to 2542469 Extn. 5346) email: gm-snm.mcl@coalindia.in Nodal Officer : Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayak4921@coalindia.in/ mob-9438493310 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.MSTC limited** on website / address or by visiting office at Kolkata or MCL office, 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.

भवदीय
अशोक गुप्ता
18/7/20
महाप्रबंधक(विपणन और विक्रय)
संलग्न

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR
POWER PRODUCERS (EXCLUDING CPPs) FOR 2020-21(PHASE-III)
BY ROAD & RAIL MODE**

SI No.	COLLIERY /SOURCE	GCV	SIZE	Total Qty July'20 – Sept'20 (Fig in lakh Tes)	Notified Price	Reserve Price
					(Rs/Te)	(Rs/Te)
1	HINGULA OCP	3401-3700	(-) 100 MM	4.00	817	817
2	HINGULA OCP	2801-3100	(-) 100 MM	2.00	590	590
3	BALARAM OCP	3401-3700	(-) 100 MM	2.00	817	817
4	BHUBANESWARI OCP	3701-4000	(-) 100 MM	3.00	886	886
5	LINGRAJ OCP	3701-4000	(-) 100 MM	2.00	886	886
6	KANIHA OCP	3101-3400	(-) 100 MM	2.00	748	748
7	LAKHANPUR OCP	3101-3400	(-) 100 MM	3.00	748	748
8	KULDA OCP	3101-3400	(-) 100 MM	5.00	748	748
9	GARJANBAHAL OCP	2801-3100	(-) 100 MM	4.00	590	590
10	HBI	3401-3700	(-) 100 MM	1.00	817	817
TOTAL BY ROAD				28.00		

SI No.	SIDING	GCV	SIZE	Total Qty July'20 – Sept'20	Total Qty July'20 – Sept'20 (Fig in lakh Tes)	Notified Price	Reserve Price
				In Rakes #		(Rs/Te)	(Rs/Te)
1	SARDEGA	3101-3400	(-) 100 MM	250	10.00	748	748
2	BOCM I & II	3101-3400	(-) 100 MM	150	6.00	748	748
3	SPUR VII & VIII	3401-3700	(-) 100 MM	100	4.00	817	817
4	SPUR IX	3401-3700	(-) 100 MM	200	8.00	817	817
5	DUELBERA	3401-3700	(-) 100 MM	100	4.00	817	817
TOTAL BY RAIL				800	32.00		

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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/M&S/Special Frwd e-Auction/2020-21/Phase-IV/266

Dt.01.10.2020

NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD E-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-IV
(3 Monthly Auction- OCT 2020-DEC 2020)

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21-Phase-IV (OCT 2020-DEC 2020)**” for quantities as notified in the enclosure in Road & Rail mode. 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 **08th October, 2020 for Road & Rail** 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 2020-21 –Phase-IV, will have to register themselves with the Service Provider by visiting their website i.e. M/s. mjunction services 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 services limited, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase IV to be held on 08th October, 2020. **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-I, 3 rd Floor, Plot No.5, Block – DP, Sector – 5, Salt Lake City Kolkata – 700091. Phone No. 033 – 66106100 Website : www.coaljunction.in	Coaljunction Tollfree 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.nic.in	Shri A.K.Gupta , Ph.0663 -2542853 / 359 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5346) email: gm-snm.mcl@coalindia.in <u>Nodal Officer :</u> Shri J. Nayak , Asst. Manager (for Road Mode) E-Mail : jnayakan4921@coalindia.in / mob-9438493310 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 limited** on website / address or by visiting office at Kolkata or MCL office, 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.

अशोक गुप्ता
11/10/20
महाप्रबंधक (विपणन और विक्रय)

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION FOR
POWER PRODUCERS (EXCLUDING CPPs) FOR 2020-21(PHASE-IV)
BY ROAD & RAIL MODE**

SI No.	COLLIERY /SOURCE	GCV	SIZE	Total Qty Oct'20 to Dec'20 (Fig in lakh Tes)	Notified Price (Rs/Te)	Reserve Price (Rs/Te)
1	HINGULA OCP	3401-3700	(-) 100 MM	12	817	817
2	BALARAM OCP	3401-3700	(-) 100 MM	12	817	817
3	ANANTA OCP	3701-4000	(-) 100 MM	8	886	886
4	JAGANNATH OCP	3701-4000	(-) 100 MM	8	886	886
5	LINGRAJ OCP	3701-4000	(-) 100 MM	3	886	886
6	KANIHA OCP	3101-3400	(-) 100 MM	6	748	748
7	LAKHANPUR OCP	3101-3400	(-) 100 MM	12	748	748
8	KULDA OCP	3101-3400	(-) 100 MM	8	748	748
9	GARJANBAHAL OCP	2801-3100	(-) 100 MM	8	590	590
10	ORIENT-2	3401-3700	(-) 100 MM	1	817	817
11	HBI	3401-3700	(-) 100 MM	1	817	817
	TOTAL BY ROAD			79		

SI No.	SIDING	GCV	SIZE	Total Qty (Oct'20 to Dec'20) (Fig in lakh Tes)	In Rakes #	Notified Price (Rs/Te)	Reserve Price (Rs/Te)
1	BOCM I & II	3101-3400	(-) 100 MM	12	300	748	748
2	BOCM VI & VII	3101-3400	(-) 100 MM	12	300	748	748
3	SARDEGA	3101-3400	(-) 100 MM	15	375	748	748
4	SPUR I & II	3701-4000	(-) 100 MM	16	400	886	886
5	SPUR III & IV	3701-4000	(-) 100 MM	16	400	886	886
6	SPUR V & VI	3701-4000	(-) 100 MM	16	400	886	886
7	SPUR VII & VIII	3401-3700	(-) 100 MM	20	500	817	817
8	SPUR IX	3401-3700	(-) 100 MM	12	300	817	817
	TOTAL BY RAIL			119	2975		

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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/M&S/SFEA/2020-21/Phase-V/ 415

Dt.29.11.2020

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-V
(3 Monthly Auction- Dec' 2020-Feb' 2021)**

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21–Phase-V (Dec' 2020-Feb' 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 **10th December, 2021 for Road & Rail** 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 2020-21 –Phase-V, will have to register themselves with the Service Provider by visiting their website i.e. M/s. MSTC 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. MSTC, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase V to be held on 10th Dec,2020. **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 A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX– 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayakan4921@coalindia.in / mob- 9438493310 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.MSTC** 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.

संतोष कुमार मेखार
महानदी कोलफील्ड्स लिमिटेड (विपणन और विक्रय)
सं. ४५

**QUANTITY OFFERED UNDER SPECIAL FORWARD e-AUCTION (EXCLUDING CPPs) FOR POWER PRODUCERS FOR 2020-21 –PHASE-V
BY ROAD MODE**

SI No.	COLLIERY /SOURCE	GCV	SIZE	Total Qty Dec'20 to Feb'21 (Fig in Mill Tes)	Notified Price (Rs/Te)	Reserve Price (Rs/Te)
1	ANANTA OCP	3701-4000	(-) 100 MM	0.3	896	986
2	JAGANNATH OCP	3701-4000	(-) 100 MM	0.1	896	986
3	BHUBANESWARI OCP	3701-4000	(-) 100 MM	0.6	896	986
4	LINGRAJ OCP	3701-4000	(-) 100 MM	1.5	896	986
5	BHARATPUR OCP	3401-3700	(-) 100 MM	0.2	827	910
6	HINGULA OCP	3401-3700	(-) 100 MM	2.0	827	827
7	BALARAM OCP	3401-3700	(-) 100 MM	1.5	827	827
8	LAKHANPUR OCP	3101-3400	(-) 100 MM	0.4	758	758
9	KULDA OCP	3101-3400	(-) 100 MM	0.7	758	834
10	GARJANBAHAL OCP	2801-3100	(-) 100 MM	0.7	600	660
TOTAL BY ROAD				8.0		

BY RAIL MODE

SI No.	SIDING	GCV	SIZE	Total Qty (Dec'20 to Feb'21) (Fig in Mill. Tes)	In Rakes #	Notified Price (Rs/Te)	Reserve Price (Rs/Te)
1	SPUR I & II	3701-4000	(-) 100 MM	1.0	250	896	986
2	SPUR V & VI	3701-4000	(-) 100 MM	1.2	300	896	986
3	SPUR VII & VIII	3401-3700	(-) 100 MM	1.6	400	827	827
4	SPUR IX	3401-3700	(-) 100 MM	1.6	400	827	827
5	Deulbera Siding	3401-3700	(-)100 MM	1.2	300	827	910
6	Bharatpur Silo	3401-3700	(-)100 MM	1.2	300	827	910
7	SARDEGA	3101-3400	(-) 100 MM	1.4	350	758	834
8	BOCM I & II	3101-3400	(-) 100 MM	1.4	350	758	834
9	BOCM VI & VII	3101-3400	(-) 100 MM	1.4	350	758	834
TOTAL BY RAIL				12.0	3000		

- *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*



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/M&S/SFEA/2020-21/Phase-VI/537

Dt.19.01.2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-VI
(3 Monthly Auction- Jan' 2021-Mar' 2021)**

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21-Phase-VI (Jan' 2021-Mar' 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 **27th January, 2021 for Road & Rail** 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 2020-21 –Phase-VI, will have to register themselves with the Service Provider by visiting their website i.e. M/s. MSTC 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. MSTC, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase VI to be held on 27th Jan, 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 A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayakan4921@coalindia.in / mob- 9438493310 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.MSTC** 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.

भवदीय
अशोक गुप्ता
29/1/21
महाप्रबंधक (विपणन और विक्रय)
[Signature]

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION (EXCLUDING CPPs)
FOR POWER PRODUCERS FOR 2020-21 –PHASE-VI**

Table showing source wise offer for Special forward e-Auction for Power in Road mode

SI No.	COLLIERY /SOURCE	GCV	SIZE	Total Qty Jan'21 to Mar'21 (Fig in Mill Tes)	Notified Price	Reserve Price
					(Rs/Te)	(Rs/Te)
1	ANANTA OCP	3701-4000	(-) 100 MM	0.30	896	986
2	JAGANNATH OCP	3701-4000	(-) 100 MM	0.40	896	986
3	BHUBANESWARI OCP	3701-4000	(-) 100 MM	0.60	896	986
4	LINGRAJ OCP	3701-4000	(-) 100 MM	0.30	896	986
5	BHARATPUR OCP	3401-3700	(-) 100 MM	0.30	827	910
6	HINGULA OCP	3401-3700	(-) 100 MM	0.80	827	827
7	HINGULA OCP	3101-3400	(-) 100 MM	1.40	758	834
8	HINGULA OCP	2801-3100	(-) 100 MM	0.10	600	660
9	BALARAM OCP	3401-3700	(-) 100 MM	1.50	827	827
10	LAJKURA OCP	3401-3700	(-) 100 MM	0.10	827	910
11	LAKHANPUR OCP	3101-3400	(-) 100 MM	1.00	758	758
12	KULDA OCP	3101-3400	(-) 100 MM	0.80	758	834
13	GARJANBAHAL OCP	3101-3400	(-) 100 MM	1.20	758	834
TOTAL BY ROAD				8.80		

Table showing source wise offer for Special forward e-Auction for Power in Rail mode

SI No.	SIDING	GCV	SIZE	Total Qty (Jan'21 to Mar'21)		Notified Price (Rs/Te)	Reserve Price (Rs/Te)
				(Fig in Mill. Tes)	In Rakes #		
1	SPUR VII & VIII	3401-3700	(-) 100 MM	3.8	950	827	827
2	SPUR IX	3401-3700	(-) 100 MM	3.8	950	827	827
3	SARDEGA	3101-3400	(-) 100 MM	1.0	250	758	834
4	BOCM I & II	3101-3400	(-) 100 MM	0.8	200	758	834
5	BOCM VI & VII	3101-3400	(-) 100 MM	0.8	200	758	834
TOTAL BY RAIL				10.20	2550		

- 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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/M&S/SFEA/2020-21/Phase-VII/632

Dt.18.02.2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-VII
(3 Monthly Auction- Feb' 2021-Apr' 2021)**

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “Special Forward e-Auction for Power Producers for 2020-21-Phase-VII (Feb' 2021-Apr' 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 **25th February, 2021 for Road & Rail** 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 2020-21 –Phase-VII, will have to register themselves with the Service Provider by visiting their website i.e. M/s. MSTC 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. MSTC, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase VII to be held on 25th Feb,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 A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) Nodal Officer : Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayakan4921@coalindia.in / mob- 9438493310 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.MSTC** 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.

अशोक गुप्ता
18/2/21
महाप्रबंधक (विपणन और विक्रय)
सं/12 अशु

**QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION (EXCLUDING CPPs)
FOR POWER PRODUCERS FOR 2020-21 –PHASE-VII**

Table showing source wise offer for Special forward e-Auction for Power in Road mode

SI No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty Feb'21 to Apr'21 (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	ANANTA OCP	3701-4000	G12	(-) 100 MM	2.00	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	2.00	896	986
5	LAJKURA OCP	3701-4000	G12	(-) 100 MM	2.00	896	986
6	BHARATPUR OCP	3401-3700	G13	(-) 100 MM	2.00	827	910
7	HINGULA OCP	3401-3700	G13	(-) 100 MM	5.00	827	827
8	BALARAM OCP	3401-3700	G13	(-) 100 MM	2.00	827	827
9	KULDA OCP	3401-3700	G13	(-) 100 MM	2.00	827	910
10	KANIHA OCP	3401-3700	G13	(-) 100 MM	3.00	827	910
11	HINGULA OCP	3101-3400	G14	(-) 100 MM	2.00	758	834
12	LAKHANPUR OCP	3101-3400	G14	(-) 100 MM	5.00	758	758
13	BELPAHAR OCP	3101-3400	G14	(-) 100 MM	1.00	758	834
14	GARJANBAHAL OCP	3101-3400	G14	(-) 100 MM	2.00	758	834
TOTAL BY ROAD					37.00		

Table showing source wise offer for Special forward e-Auction for Power in Rail mode

SI No.	SIDING	GCV	GRADE	SIZE	Total Qty (Feb'21 to Apr'21)		Notified Price (Rs/Te)	Reserve Price (Rs/Te)
					(Fig in Lakh. Tes)	In Rakes #		
1	SPUR VII	3401-3700	G13	(-) 100 MM	8.00	200	827	827
2	SPUR IX	3401-3700	G13	(-) 100 MM	10.00	250	827	827
3	LOCM-III	3101-3400	G14	(-) 100 MM	4.00	100	758	834
4	BOCM-6/7	3101-3400	G14	(-) 100 MM	6.00	150	758	834
5	SARDEGA	3101-3400	G14	(-) 100 MM	4.00	100	758	834
TOTAL BY RAIL					32.00	800		

one rake equals to 4,000 tes approximately.

- 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



महानदी कोलफील्ड्स लिमिटेड, संबलपुर
(कोल इंडिया लिमिटेड की एक सहायक कंपनी)
विपणन और विक्रय विभाग



No. MCL/M&S/SFEA/2020-21/Phase-VIII/714

Dt.19.03.2021

**NOTICE : SALE OF COAL THROUGH SPECIAL FORWARD e-AUCTION SCHEME
FOR POWER PRODUCERS(Excluding CPPs) for 2020-21-PHASE-VIII
(3 Monthly Auction- Mar' 2021-May' 2021)**

MCL shall sell coal by **Road & Rail mode** to the Power Producers through “**Special Forward e-Auction for Power Producers for 2020-21-Phase-VIII (Mar' 2021-May' 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 **26th March, 2021 for Road & Rail** 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 2020-21 –Phase-VIII, will have to register themselves with the Service Provider by visiting their website i.e. M/s. MSTC 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. MSTC, Kolkata for participation in the e-Auction, shall be allowed to participate in the Special Forward e-Auction for power producers for 2020-21 –Phase VIII to be held on 26th Mar,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 A.K.Gupta , Ph.0663 -2542870 GM,M&S Deptt. (PBX- 0663-2542461 to 2542469 Extn. 5322) <u>Nodal Officer :</u> Shri J. Nayak , Asst. Manager, M&S Deptt (Road Mode) E-Mail : jnayak4921@coalindia.in / mob- 9438493310 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.MSTC** 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.

भवदीय
अशोक गुप्ता
26/3/21
महाप्रबंधक(विपणन और विक्रय)

QUANTITY OFFERED UNDER SPECIAL FORWARD E-AUCTION (EXCLUDING CPPs) FOR POWER PRODUCERS FOR 2020-21 –PHASE-VIII

Table showing source wise offer for Special forward e-Auction for Power in Road mode

SI No.	COLLIERY /SOURCE	GCV	GRADE	SIZE	Total Qty Mar'21 to May '21 (Fig in lakh Tes)	Notified Price	Reserve Price
						(Rs/Te)	(Rs/Te)
1	ANANTA OCP	3701-4000	G12	(-) 100 MM	1.00	896	986
2	JAGANNATH OCP	3701-4000	G12	(-) 100 MM	1.00	896	986
3	BHUBANESWARI OCP	3701-4000	G12	(-) 100 MM	3.00	896	986
4	LINGRAJ OCP	3701-4000	G12	(-) 100 MM	1.00	896	986
5	BHARATPUR OCP	3401-3700	G13	(-) 100 MM	2.00	827	910
6	HINGULA OCP	3401-3700	G13	(-) 100 MM	1.00	827	827
7	BALARAM OCP	3401-3700	G13	(-) 100 MM	1.00	827	827
8	KULDA OCP	3401-3700	G13	(-) 100 MM	6.00	827	910
9	KANIHA OCP	3401-3700	G13	(-) 100 MM	5.00	827	910
10	HINGULA OCP	3101-3400	G14	(-) 100 MM	1.00	758	834
11	LAKHANPUR OCP	3101-3400	G14	(-) 100 MM	1.00	758	758
12	BELPAHAR OCP	3101-3400	G14	(-) 100 MM	1.00	758	834
13	GARJANBAHAL OCP	3101-3400	G14	(-) 100 MM	6.00	758	834
TOTAL BY ROAD					30.00		

Table showing source wise offer for Special forward e-Auction for Power in Rail mode

SI No.	SIDING	GCV	GRADE	SIZE	Total Qty Mar'21 to May'21		Notified Price	Reserve Price
					(Fig in Lakh. Tes)	In Rakes #	(Rs/Te)	(Rs/Te)
1	SPUR VII	3401-3700	G13	(-) 100 MM	2.00	50	827	827
2	SPUR IX	3401-3700	G13	(-) 100 MM	2.00	50	827	827
3	LOCM-III	3101-3400	G14	(-) 100 MM	6.00	150	758	834
4	BOCM-6/7	3101-3400	G14	(-) 100 MM	4.00	100	758	834
TOTAL BY RAIL					14.00	350		

- **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**

Annex P 18 – 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-20	423	20397913	270	8966730	-200	-8478058			493	20886586	71	3589856			200	8478058	104	4655706	166	7412208
May-20	493	20886586	284	8044916			67	2742196	710	26189306	166	7412208					32	1426900	134	5985309
Jun-20	710	26189306	150	4895819	-70	-2515733	76	2793008	714	25776384	134	5985309			70	2515733	70	2913768	134	5587274
Jul-20	714	25776384					59	2119749	655	23656635	134	5587274							134	5587274
Aug-20	655	23656635		4380			64	2293844	591	21367171	134	5587274					1	54113	133	5533162
Sep-20	591	21367171					99	3586501	492	17780671	133	5533162					3	125708	130	5407453
Oct-20	492	17780671					224	8092025	268	9688646	130	5407453							130	5407453
Nov-20	268	9688646	200	7605411			82	3020454	386	14273603	130	5407453					104	4311127	26	1096326
Dec-20	386	14273603	108	4509070			80	3071423	414	15711249	26	1096326							26	1096326
Jan-21	414	15711249	310	14480456	-180	-7660049	213	8211235	331	14320421	26	1096326			180	7660049	171	7265647	35	1490729
Feb-21	331	14320421	280	13721453			71	3258840	540	24783034	35	1490729							35	1490729
Mar-21	540	24783034					-32	-1472289	572	26255323	35	1490729							35	1490729
FY 20-21	423	20397913	1602	62228235	-450	-18653841	1002	37716984	572	26255323	71	3589856	0	0	450	18653841	486	20752968	35	1490729

Annex P 19 - 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		K = E+I+J	L=K/C
1	20000033	6-4-20	30	30	1013251	33775	34	08-05-2020	36225		1049476	34983
2	20000031	6-4-20	30	30	1013251	33775	34	08-05-2020	36225		1049476	34983
3	20000032	6-4-20	30	30	1013251	33775	34	08-05-2020	36225		1049476	34983
4	20000117	16-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
5	20000126	17-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
6	20000136	18-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
7	20000119	16-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
8	20000134	18-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
9	20000147	20-4-20	30	30	936079	31203	34	08-05-2020	36225		972304	32410
10	20000410	13-5-20	24	24	615476	25645	35	09-06-2020	28476		643952	26831
11	20000402	12-5-20	30	30	769345	25645	35	09-06-2020	35595		804940	26831
12	20000395	12-5-20	30	30	769345	25645	35	09-06-2020	35595		804940	26831
13	20000395	26-5-20	30	30	762265	25409	35	09-06-2020	35595		797860	26595
14	20000637	26-5-20	30	30	762265	25409	35	09-06-2020	35595		797860	26595
15	20000677	27-5-20	28	28	711448	25409	35	09-06-2020	33222		744670	26595
16	20000686	28-5-20	30	30	762265	25409	35	09-06-2020	35595		797860	26595
17	20000687	28-5-20	30	30	762265	25409	35	09-06-2020	35595		797860	26595
18	20000729	29-5-20	22	22	558995	25409	35	09-06-2020	26103		585098	26595
19	20000725	29-5-20	30	30	762265	25409	35	09-06-2020	35595		797860	26595
20	20000846	8-6-20	30	30	960859	32029	35	09-06-2020	35543	-1479	994923	33164
21	20001143	26-6-20	30	30	1086175	36206	36	10-07-2020	35595		1121770	37392
22	20001105	24-6-20	30	30	1086175	36206	36	10-07-2020	35595		1121770	37392
23	20001124	25-6-20	30	30	1086175	36206	36	10-07-2020	35595		1121770	37392
24	20000964	15-6-20	30	30	960859	32029	36	10-07-2020	35595		996454	33215
25	20003145	9-12-20	30	30	1268290	42276	39	20-01-2021	35595		1303885	43463
26	20003149	9-12-20	30	30	1268290	42276	39	20-01-2021	35595		1303885	43463
27	20003120	7-12-20	24	24	1014632	42276	39	20-01-2021	28476		1043108	43463
28	20003109	7-12-20	24	24	1014632	42276	39	20-01-2021	28476		1043108	43463
29	20002690	2-11-20	28	28	1043318	37261	37	07-11-2020	33222		1076540	38448
30	20002689	2-11-20	30	30	1117841	37261	37	07-11-2020	35595		1153436	38448
31	20002693	2-11-20	24	24	894273	37261	37	07-11-2020	28476		922749	38448
32	20002703	4-11-20	30	30	1117841	37261	37	07-11-2020	35595		1153436	38448
33	20002702	4-11-20	28	28	1043318	37261	37	07-11-2020	33222		1076540	38448
34	20002730	6-11-20	30	30	1117841	37261	37	07-11-2020	35595		1153436	38448
35	20002728	6-11-20	30	30	1117841	37261	37	07-11-2020	35595		1153436	38448
36	20003823	4-2-21	30	30	1424050	47468	38	09-02-2021	35595		1459645	48655
37	20003829	4-2-21	24	24	1139240	47468	38	09-02-2021	28366	-1473	1166133	48589
38	20003784	31-1-21	30	30	1391482	46383	38	09-02-2021	35595		1427077	47569
39	20003792	31-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
40	20003794	31-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
41	20003651	20-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
42	20003655	20-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
43	20003626	18-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
44	20003624	18-1-21	28	28	1298717	46383	38	09-02-2021	33222		1331939	47569
45	20003571	13-1-21	30	30	1358914	45297	38	09-02-2021	35543	-680	1393778	46459
46	20003566	13-1-21	28	28	1268320	45297	38	09-02-2021	33181	-544	1300957	46463
47	20003611	16-1-21	30	30	1391482	46383	38	09-02-2021	35595		1427077	47569
48	20003616	16-1-21	24	24	1113186	46383	38	09-02-2021	28476		1141662	47569
49	20003598	15-1-21	28	28	1268320	45297	38	09-02-2021	33222		1301542	46484
50	20003596	15-1-21	28	28	1268320	45297	38	09-02-2021	33222		1301542	46484
51	20003356	14-1-21	30	30	1358914	45297	38	09-02-2021	35595		1394509	46484
52	20003813	2-2-21	30	30	1424050	47468	38	09-02-2021	35595		1459645	48655
53	20003811	2-2-21	24	24	1139240	47468	38	09-02-2021	28476		1167716	48655
54	20003860	8-2-21	28	28	1329114	47468	38	09-02-2021	33222		1362336	48655
55	20003806	2-2-21	30	30	1424050	47468	38	09-02-2021	35595		1459645	48655
56	20003807	2-2-21	28	28	1329114	47468	38	09-02-2021	33222		1362336	48655
57	CN DISC LDO 19-20	1-4-20			-184400						-184400	
Total 2020-21			1602	1601.90	60326227	37657			1906187	-4176	62228238	38844

**CHHATTISGARH STATE POWER TRADING COMPANY LTD.**

2nd Floor, "Vidyut Seva Bhawan" Dangania, Raipur
CIN: U40100CT2008SGC020994

No./ CE/Tech.Cell/ 442

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 CSPTdCL 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 CSPTdCL 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 CSPTdCL 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)
CSPTdCL Raipur

Copy to:

1. The Executive Director (Commercial) CSPDCL, for your information please.

M.R. C.S.P.T.C.L. RAIPUR
R/O No. 1154
Date 01.09.15

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

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 CSPTdCL & 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.

Please reimburse the charges within 15 days. This is invoice of government No rebate for prompt payment is deductible.

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

Yours Truly
For DB Power Limited


Authorised Signatory

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.)



भारत सरकार
Government of India
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
पश्चिम क्षेत्रीय विद्युत समिति
Western Regional Power Committee

एफ -3, एमआयडीसी 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



आई एस / आई एस ओ :
9001-2008
IS/ISO: 9001-2008

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

अधीक्षण अभियंता (वाणिज्य) / Superintending Engineer (Comml)

Regional Energy Account
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4	Inter-regional Bi-lateral exchanges (Sending End, WR boundary, Peak/off-peak) as furnished by WRLDC	

Western Regional Power Committee
REGIONAL ENERGY ACCOUNT UNDER ABT FOR AUGUST 2015
Details of Intra-Regional Exchanges in WR

Page: A-3d

No: WRPC/Comm-I/3/ABTREEA/2015/ 8.0

Dated: 4 th September 2015

WR-WR Bilateral Exchanges		(Schedules at the State periphery of the respective seller)
Mundra APL to Gujarat (LTOA)		-
JPL-II to ARVIND GUVNL (MPPL)	4,464,000	
APL1 GUVNL to ATLAS MSEP (MANIKARAN)	1,145,760	
APL1 GUVNL to ALICON MSEP (MANIKARAN)	1,522,800	
APL1 GUVNL to ADLABS MSEP (MANIKARAN)	1,024,240	
INSTPP to BEST MSEP (PTC LTD)	29,250,000	
INSTPP to BEST MSEP (SCL)	29,250,000	
JPL-II to BLVL MSEP (MPPL)	842,400	
ACBIL to CSEB (CSPTRDCL CSEB)	8,886,000	
APL3 GUVNL to CSEB (PTC LTD)	490,000	
DBPOWER to CSEB (CSPTRDCL CSEB)	34,051,500	
DBPOWER to CSEB (DBPOWER)	480,000	
JPL-II to CSEB (CSPTRDCL CSEB)	20,736,675	
SPECTRUM to CSEB (CSPTRDCL CSEB)	1,056,000	
JPL-STG-I to CEAT MSEP (MPPL)	3,681,040	
JPL-STG-I to CSL MSEP (MPPL)	1,202,160	
JPL-STG-I to CPIPL MSEP (MPPL)	2,388,240	
APL1 GUVNL to CCPPL MSEP (AEL)	946,400	
APL3 GUVNL to DD (PXIL)	590,000	
JPL-STG-I to DIPL MSEP (MPPL)	711,360	
APL2 GUVNL to ESIL WR (IEXL)	768,000	
APL2 GUVNL to ESIL WR (MANIKARAN)	480,000	
DBPOWER to ESIL WR (PXIL)	54,078,750	
JPL-STG-I to ESIL WR (PXIL)	570,000	
JPL-STG-I to ESIL WR (TPICL)	225,000	
KWPCL to ESIL WR (PXIL)	1,175,000	
MPMCL MPSEP to ESIL WR (PXIL)	1,080,000	
JPL-STG-I to ETLR MSEP (MPPL)	1,050,720	
JPL-II to ETCO MSEP (MPPL)	1,310,400	
JPL-II to EPL MSEP (MPPL)	1,674,240	
ICFPL GUVNL to SOLAR GOA (NVNL)	778,410	
JPL-STG-I to GIPL MSEP (MPPL)	5,751,120	
JPL-II to GIPL MSEP (MPPL)	702,000	
JPL-II to GWRLLHP MSEP (MPPL)	835,200	
APL1 GUVNL to GIPL2 MSEP (AEL)	1,415,040	
APL1 GUVNL to GIPL3 MSEP (AEL)	2,051,840	
JPL-STG-I to GINIL MSEP (MPPL)	2,256,720	
JPL-STG-I to GINEL MSEP (MPPL)	2,365,920	
JPL-II to INDOFIL MSEP (MPPL)	2,081,760	
JPL-II to ICIL MSEP (MPPL)	782,800	
JPL-II to JSSSGL C MSEP (MPPL)	683,760	
JPL-II to JSSSGL MSEP (MPPL)	1,210,400	
JPL-II to KOIPL MSEP (MPPL)	1,210,400	
APL1 GUVNL to KIL MSEP (AEL)	842,400	
JPL-II to KILL MSEP (MPPL)	2,240,160	
APL2 GUVNL to MSEP (AEL)	971,040	
APL2 GUVNL to MSEP (PXIL)	2,618,400	
APL2 GUVNL to MSEP (PXIL)	880,000	

Figures are in KWH

पश्चिम क्षेत्रिय भार प्रेषण केन्द्र
Western Regional Load Despatch Centre,
Mumbai 400 093. Website: www.wrldc.com



No. WRLDC/OA/STOA/

Dated :3-Sep-2015

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Summary of Open Access Transactions/ 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	66,352.252200	64,730.175000	16,560.918600	49,791.333600
Seller : ACBIL	9,146.332800	8,886.000000	2,266.521600	6,879.811200
23570F	765.782400	744.000000	191.445600	574.336800
23569F	8,380.550400	8,142.000000	2,075.076000	6,305.474400
Seller : DBPOWER	35,048.111400	34,051.500000	8,770.885800	26,277.225600
23636D	1,140.614400	1,104.000000	285.153600	855.460800
23673D	1,140.614400	1,104.000000	285.153600	855.460800
23627F	32,788.882600	31,843.500000	8,200.578600	24,588.304000
Seller : JPL-II	21,072.249600	20,736.675000	5,252.121600	15,820.128000
23571F	21,072.249600	20,736.675000	5,252.121600	15,820.128000
Seller : SPECTRUM	1,085.558400	1,056.000000	271.389600	814.168800
23568F	1,085.558400	1,056.000000	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 : GMRETL	77,996.562000	75,779.500000	24,179.097600	53,817.464400
Buyer : TPC MSEP	77,996.562000	75,779.500000	24,179.097600	53,817.464400
Seller : EMCO	77,996.562000	75,779.500000	24,179.097600	53,817.464400
23567A	77,996.562000	75,779.500000	24,179.097600	53,817.464400
Trader : IEXL	783.207600	768.000000	51.119600	732.088000
Buyer : ESIL_WR	783.207600	768.000000	51.119600	732.088000
Seller : APL2 GUVNL	783.207600	768.000000	51.119600	732.088000
23707C	284.225200	278.000000	51.119600	233.105600
23846C	498.982400	490.000000	0.000000	498.982400
Trader : KISPL	481.022400	468.000000	123.338400	357.684000
Buyer : TRN ENERGY	481.022400	468.000000	123.338400	357.684000
Seller : ACBIL	481.022400	468.000000	123.338400	357.684000
23748C	12.331200	12.000000	6.165600	6.165600
23945D	24.633600	24.000000	6.158400	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
23939D	24.652800	24.000000	6.163200	18.489600
23756D	24.662400	24.000000	6.165600	18.496800
23766D	24.662400	24.000000	6.165600	18.496800
23781D	24.662400	24.000000	6.165600	18.496800
23789D	24.662400	24.000000	6.165600	18.496800
23792D	24.691200	24.000000	6.172800	18.518400
23798D	24.691200	24.000000	6.172800	18.518400
23805D	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	7,551.267200	7,409.440000	1,890.868000	5,660.399200
Buyer : ADLABS MSEP	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 MSEP	1,551.427200	1,522.800000	387.856800	1,163.570400

कार्यालय, मुख्य विद्युत निरीक्षक छ0ग0 शासन
'बी' ब्लॉक, द्वितीय तल, इंद्रावती भवन, नवारायपुर, अटलनगर, रायपुर (छ.ग.)
दूरभाष क्र. 0771 -2331482, Email - ceiraipur@gmail.com

क्रमांक/वि.शु./तेरह/ 05 /मु.वि.नि./अटलनगर/दिनांक : 19/05/2021
प्रति,

मेसर्स डी.बी. पावर लिमिटेड
ग्राम-बड़ादरहा, पोस्ट-कांवली,
तहसील-डभरा, जिला-जांजगीर चांपा (छ.ग.)

विषय : विद्युत शुल्क का भुगतान।
संदर्भ : इस कार्यालय का पत्र क्रमांक 1143 दिनांक 12.02.2021.

— 00 —

विषयान्तर्गत संदर्भित पत्र का अवलोकन करने का कष्ट करें। आपके पावर प्लांट में स्थापित 2x600 मेगावाट द्वारा उत्पादित एवं खपत की गई विद्युत इकाईयों (आकजलरी तथा वि० मंडल को बिक्रीत यूनिट) हेतु मांगपत्र माह अगस्त 2015 से नवंबर 2020 तक प्रेषित किया था।

संशोधित मांग पत्र पुनः माह अगस्त 2015 से अप्रैल 2021 तक उत्पादित विद्युत इकाईयों में से आकजलरी तथा छ.ग.रा.वि.वि.कंपनी मर्या० को बिक्रीत यूनिट पर देय विद्युत शुल्क की राशि रुपये 2088514221.00 में से आपके द्वारा भिन्न-भिन्न माहों में भुगतान की गई राशि रु. 949252232.00 के समायोजन पश्चात् अंतर की राशि रु. 1582259055.00 तथा विलंब/कम भुगतान पर देय कुल ब्याज 31.05.2021 की स्थिति में राशि रुपये 1020752243.00 कुल देय विद्युत शुल्क की राशि रुपये 2603011298.00 में अधिक भुगतान की गई राशि रुपये 442997067.00 का समायोजन पश्चात् भुगतान हेतु शेष विद्युत शुल्क की राशि रुपये 2160014232.00 का भुगतान निर्धारित मद 0043 - बिजली पर कर एवं शुल्क, 101-बिजली के उपभोग एवं बिक्री पर कर में निकटतम शासकीय कोष में जमा कर चालान की मूलप्रति दिनांक 31.05.2021 तक इस कार्यालय की ओर प्रेषित किया जावे।

नोट करें कि छ.ग. शासन, ऊर्जा विभाग, महानदी भवन, मंत्रालय, नया रायपुर की अधिसूचना क्रमांक 2519/एफ 29/01/2016/13/2/नया रायपुर दिनांक 12.08.2016 में निजी विद्युत उत्पादक को रियायत की पात्रता की शर्तों, को पूर्ण नहीं करने के फलस्वरूप अप्रैल 2016 से लागू टेरिफ दर 6.04 का 10 प्रतिशत के स्थान पर 15 प्रतिशत की दर से गणना की गई है।

संलग्न : गणना पत्रक।

(एच०टोप्पो)

अधीक्षण अभियंता (वि.सु.) एवं
मुख्य विद्युत निरीक्षक

पृ. क्रमांक/वि.शु./तेरह/ /मु.वि.नि./अटलनगर/दिनांक : /05/2021
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।

(एच०टोप्पो)

अधीक्षण अभियंता (वि.सु.) एवं
मुख्य विद्युत निरीक्षक

मेसर्स डी.बी. पावर लिमिटेड, बडादरहा, जिला-जांजगीर चांपा (छ.ग.)

माह	आकजलरी खपत KWH	दर	विद्युत शुल्क	CSPDCL को बिक्रीत यूनिट 0.05 पैसे प्रति यूनिट	विद्युत शुल्क	कुल विद्युत शुल्क	दिया गया शुल्क	बालान दिनांक	समायोजन पश्चात शेष राशि	अंतर की राशि	अंतर की राशि पर विलंब अवधि		ब्याज	कुल देय वि. शु. पर विलंब अवधि	ब्याज	कुल देय विद्युत शुल्क
											68 x 24	24				
Aug-15	20773700	6.65x15%	23024184	35541330	1777067	24801251	15799316	01.10.15		9001935	68 x 24	12242631	1 x 12	248013	12490644	21492579
Sep-15	14138000	-- "	15669617	16087683	804384	16474001	10347534	30-10-15		6126467	67 x 24	8209466			8209466	14335933
Oct-15	20370000	-- "	22576750	11449640	572482	23149232	14322374	30-11-15		8826858	66 x 24	11651453			11651453	20478311
Nov-15	17621000	-- "	19529942	11095272	554764	20084706	12448939	31-12-15		7635767	65 x 24	9926497			9926497	17562761
Dec-15	19096000	-- "	21164733	11468035	573402	21738135	13463202	29.01.16		8274933	64 x 24	10591914			10591914	18866847
Jan-16	18371000	-- "	20361192	11474121	573706	20934898	12974131	29.02.16		7960767	63 x 24	10030566			10030566	17991333
Feb-16	15373000	-- "	17038408	14315692	715785	17754193	11092675	31.3.16		6661518	62 x 24	8260282			8260282	14921800
Mar-16	19842600	-- "	21992215	9161177	458059	22450274	13851814	29.04.16		8598460	61 x 24	10490121			10490121	19088581
Apr-16	35855400	6.04x15%	32484992	38010551	1900528	34385520	26102923	31.05.16		8282597	60 x 24	9939116			9939116	18221713
May-16	35059000	-- "	31763454	28872977	1443649	33207103	25108474	30.06.16		8098629	59 x 24	9556382			9556382	17655011
Jun-16	33448000	-- "	30303888	44901932	2245097	32548985	17688546	10.01.17		14860439	58 x 24	17238109	6 x 15	2441174	19679283	34539722
Jul-16	34577000	-- "	31326762	160021914	8001096	39327858	28885604	11.01.17		10442254	57 x 24	11904169	5 x 15	2457991	14362160	24804414
Aug-16	25402000	-- "	23014212	82043000	4102150	27116362	19444958	10.01.17		7671404	56 x 24	8591972	4 x 15	1355818	9947790	17619194
Sep-16	39595000	-- "	35873070	81782225	4089111	39962181	28004491	11.01.17		11957690	55 x 24	13153459	3 x 12	1198865	14352324	26310014
Oct-16	37150000	-- "	33657900	258416590	12920830	46578730	12920830	12/2016		33657900	54 x 24	36350531	1 x 12	465787	36816318	70474218
Nov-16	29597000	-- "	26814882	18246960	912348	27727230	912348	12/2016		26814882	53 x 24	28423775			28423775	55238657
Dec-16	33406000	-- "	30265836	18967440	948372	31214208	948372	27.02.17		30265836	52 x 24	31476469	1 x 12	312142	31788611	62054447
Jan-17	35375000	-- "	32049750	18877720	943886	32993636	943886	27.02.17		32049750	51 x 24	32690745			32690745	64740495
Feb-17	32241120	-- "	29210455	34947220	1747361	30957816	1747361	27.03.17		29210455	50 x 24	29210455			29210455	58420910
Mar-17	33325000	-- "	30192450	28477235	1423862	31616312	1423862	29.04.17		30192450	49 x 24	29588601			29588601	59781051
Apr-17	40312000	6.41x15%	38759988	19455693	972785	39732773	2396646	24.05.17		37336127	48 x 24	35842682		*	35842682	73178809
May-17	37932000	-- "	36471618	16916334	845817	37317435	845817	30.06.17		36471618	47 x 24	34283321			34283321	70754939

Jun-17	36612130	-- "	35202563	25813234	1290662	36493225	1290662	25-07-17		35202563	46 x	24	32386358		32386358	67388921
Jul-17	34073000	-- "	32761190	24022215	1201111	33962301	1201111	23-08-17		32761190	45 x	24	29485071		29485071	62246261
Aug-17	25216000	-- "	24245184	37785753	1889288	26134472	1889288	25-09-17		24245184	44 x	24	21335762		21335762	45380916
Sep-17	26760000	-- "	25729740	19149940	957497	26687237	957497	24-10-17		25729740	43 x	24	22127576		22127576	47857316
Oct-17	23122000	-- "	22231803	8313773	415689	22647492	415689	29-11-17		22231803	42 x	24	18674714		18674714	40906517
Nov-17	24219000	-- "	23286569	21923820	1096191	24382760	1096191	26-12-17		23286569	41 x	24	19094987		19094987	42381556
Dec-17	23313000	-- "	22415450	0	0	22415450	0	0		22415450	40 x	24	17932360		17932360	40347810
Jan-18	34069000	-- "	32757344	21388425	1069421	33826765	1069421	27-02-18		32757344	39 x	24	25550729		25550729	58308073
Feb-18	31353000	-- "	30145910	33996276	1699814	31845724	1699814	29-03-18		30145910	38 x	24	22910891		22910891	53056801
Mar-18	33368000	-- "	32083332	22615710	1130786	33214118	1130786	27-04-18		32083332	37 x	24	23741665		23741665	55824097
Apr-18	32929980	6.20x15%	30624881	14144648	707232	31332113	707232	29-05-18		30624881	36 x	24	22049915		22049915	52674796
May-18	41724000	-- "	38803320	32252286	1612614	40415934	1612614	30-06-18		38803320	35 x	24	27162394		27162394	65965814
Jun-18	36330000	-- "	33786900	14506560	725328	34512228	725328	27-07-18		33786903	34 x	24	22975094		22975094	56761997
Jul-18	30114000	-- "	28006020	34808041	1740402	29746422	1740402	03-09-18		28006020	33 x	24	18483973		18483973	46489993
Aug-18	25829000	-- "	24020970	15147978	757399	24778369	757399	28-09-28		24020970	32 x	24	15373421		15373421	39394391
Sep-18	33852000	-- "	31482360	15886180	794309	32276669	794309	29-10-18		31482360	31 x	24	19519063		19519063	51001423
Oct-18	33195000	-- "	30871350	15152220	757611	31628961	757611	29-11-28		30871350	30 x	24	18522810		18522810	49394160
Nov-18	25308000	-- "	23536440	14635738	731787	24268227	731787	18-12-18		23536440	29 x	24	13651135		13651135	37187575
Dec-18	22746000	-- "	21153780	13132674	656634	21810414	656634	17-01-19		21153780	28 x	24	11846117		11846117	32999897
Jan-19	31044000	-- "	28870920	4857569	242878	29113798	242878	23-02-19		28870920	27 x	24	15590297		15590297	44461217
Feb-19	28835000	-- "	26816550	0	0	26816550	0	0		26816550	26 x	24	13944606		13944606	40761156
Mar-19	29317000	-- "	27264810	8653773	432689	27697499	432689	14-05-19		27264810	25 x	24	13632405		13632405	40897215
Apr-19	33304000	6.07x15%	30323292	55374896	2768745	33092037	2768745	22-05-19		30323292	24 x	24	14555180		14555180	44878472
May-19	35981000	-- "	32760701	36670695	1833535	34594236	1833535	25-06-19		32760701	23 x	24	15069922		15069922	47830623
Jun-19	35836000	-- "	32628678	0	0	32628678	0	0		32628678	22 x	24	14356618		14356618	46985296
Jul-19	32852096	-- "	29911833	22919580	1145979	31057812	1145979	20-08-19		29911833	21 x	24	12562970		12562970	42474803
Aug-19	27809368	-- "	25320430	18952291	947615	26268045	947615	27-09-19		25320430	20 x	24	10128172		10128172	35448602

-03-

Sep-19	28359550	-- "	-- "	25821370	41507075	2075354	27896724	2075354	31-10-19		25821370	19 x	24	9812121		9812121	35633491
Oct-19	26944492	-- "	-- "	24322960	41160185	2058009	26590969	2058009	20-11-19		24322960	18 x	24	8831866		8831866	33364826
Nov-19	24772913	-- "	-- "	22555737	40368904	2018445	24574182	2018445	17-12-19		22555737	17 x	24	7668951		7668951	30224688
Dec-19	24800052	-- "	-- "	22580447	40351712	2017586	24598033	2017586	30-01-20		22580447	16 x	24	7225743		7225743	29806190
Jan-20	30695642	-- "	-- "	27948382	41605567	2080278	30028660	2080278	26-02-20		27948382	15 x	24	8384515		8384515	36328097
Feb-20	30416370	-- "	-- "	27694105	38805976	1940299	29634404	1940299	27-03-20		27694105	14 x	24	7754349		7754349	35448434
Mar-20	32601187	-- "	-- "	29683381	37457804	1872890	31556271	1872890	28-04-20		29683381	13 x	24	7717679		7717679	37401060
Apr-20	22381367	-- "	-- "	20378235	40164347	2008217	22386452	2008217	15-05-20		20378235	12 x	20	4075647		4075647	24453882
May-20	35808824	-- "	-- "	32603934	41524313	2076216	34680150	2076216	26-06-20		32603934	11 x	20	5977388		5977388	38581322
Jun-20	36324097	5.93*15%		32310284	26772569	1338628	33648912	1338628	22-07-20		32310284	10 x	20	5385047		5385047	37695331
Jul-20	38510461	-- "	-- "	34255055	38883229	1944161	36199216	1944161	20-08-20		34255055	9 x	20	5138258		5138258	39393313
Aug-20	34661188	-- "	-- "	30831127	15125694	756285	31587412	756285	28-09-20		30831127	8 x	20	4110817		4110817	34941944
Sep-20	33968006	-- "	-- "	30214541	7323201	366160	30580701	366160	21-10-20		30214541	7 x	20	3525030		3525030	33739571
Oct-20	34635188	-- "	-- "	30808000	33422728	1671136	32479136	1671136	24-11-20		30808000	6 x	15	2310600		2310600	33118600
Nov-20	36650189	-- "	-- "	32600343	39619965	1980998	34581341	1980998	30-12-20		32600343	5 x	15	2037521		2037521	34637864
Dec-20	37939371	-- "	-- "	33747071	33327088	1666354	35413425	1666354	27-01-21		0	4 x	15	0		0	0
Jan-21	36815552	-- "	-- "	32747434	33480000	1674000	34421434	1674000	25-02-21	266252929	0	3 x	12	0		0	0
Feb-21	36133734	-- "	-- "	32140956	6720000	336000	32476956	336000	26-03-21	233505495	0	2 x	12	0		0	0
Mar-21	44119645	-- "	-- "	39244424	7440000	372000	39616424	320000000	12-04-21	201364539	0	1 x	12	0		0	0
Apr-21	43983190	-- "	-- "	39123048	14400000	720000	39843048	372000	22-04-21	481748115	0	0 x	12	0		0	0
Total				1982409452		106104769	2088514221	949252232		482120115	1582259055			1012272453		8479790	2603011298

समायोजन पर्याप्त शेष विद्युत शुल्क की राशि रुपये - 442997067
भुगतान हेतु शेष विद्युत शुल्क की राशि - 2160014232



(एच. टोप्पो)

अधीक्षक अभियंता (वि.सु.) एवं
मुख्य विद्युत निरीक्षक

Annexure- P22**Details of Water Charges Paid for FY20-21**

Month	AS PER METER READING			As per agreement (30 MCM X Months) 23 MCM from 25 Oct 2020			Amount to be taken to P&L A/c
	Qty (In Cu Mtr)	Rate	Amount (In Rs.)	Minimum qty as per agreement from Feb 18	Rate	Amount (In Rs.)	
Apr-20	1221935						9487500
May-20	1552720						9487500
Jun-20	1391295						9487500
Jul-20	1250794						9487500
Aug-20	1115211						9487500
Sep-20	1438441						9487500
Oct-20	1428679						9487500
Nov-20	1701447						9487500
Dec-20	1434429						9487500
Jan-21	1636130						9487500
Feb-21	1574680						9487500
Mar-21	2259627						9487500
ToTal	1,80,05,388	5.50	9,90,29,634	2,07,00,000	5.50	11,38,50,000	11,38,50,000

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डभरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्वहन स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डभरा, जिला :- जांजगीर-चांपा (छ.ग.)

बिल माह

अप्रैल 2020

जारी करने का दिनांक

08/05/2020

राशि जमा करने का अंतिम दिनांक

31/05/2020

विवरण	प्रारंभिक रीडिंग दि. 01.04.2020	अंतिम रीडिंग दि. 30.04.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	2548138	3770073	1221935	5.50	6720642.50		
जल अनुबंध के अनुसार			1725000	5.50	9487500.00		
वसूली योग्य राशि					9487500.00	0.00	9487500.00
टीप :-	अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 मि.घ.मी./वार्षिक एवं 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनरिश्चित जलकर की दर विनिर्दिष्ट किया जावेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की नियत तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।						
	दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00 वर्ष 2020-21 में दिनांक 30.04.2020 तक समायोजित राशि : 9487500.00 Say Rs. 94.875 लाख इस माह में समायोजन हेतु प्रस्तावित राशि = रु. 9487500.00 (रु० चौरानबे लाख सतासी हजार पांच सौ मात्र)						

पत्र क्रमांक 70 / कार्य / ज.सं.उपसंभाग / नंदेली रायगढ़

दिनांक 11/05/2020

प्रतिलिपि:- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

[Signature]
08/05/2020
सहायक अभियंता

जल संसाधन उपसंभाग रायगढ़

[Signature]
अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पृ. क्रमांक 1373 / राजस्व लिपिक / ज.सं.स. / रायगढ़

11-05-2020

प्रतिलिपि: (1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डभरा, जिला-जांजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 31/05/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।

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कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागी अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डबरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्बहन स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डमरा, जिला :- जांजगीर-चांपा (छ.ग.)

बिल माह
जारी करने का दिनांक

मई 2020

03/06/2020

राशि जमा करने का अंतिम दिनांक

30/06/2020

विवरण	प्रारंभिक रीडिंग दि. 01.05.2020	अंतिम रीडिंग दि. 31.05.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	3770073	5322793	1552720	5.50	8539960.00		
जल अनुबंध के अनुसार			1725000	5.50	9487500.00		
वसूली योग्य राशि					9487500.00	0.00	9487500.00
टीप :- अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 मि.घ.मी./वार्षिक एवं 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनरिश्चित जलकर की दर विनिर्दिष्ट किया जायेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की निश्चित तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।							
दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00 वर्ष 2020-21 में दिनांक 31.05.2020 तक समायोजित राशि : 9487500.00+9487500.00= 18975000.00 Say Rs. 189.75 लाख इस माह में समायोजन हेतु प्रस्तावित राशि = रु. 9487500.00 (रु० चौरांनबे लाख सतासी हजार पांच सौ मात्र)							

पत्र क्रमांक ८५/क प

दिनांक ५/६/२०

प्रतिलिपि:-

(1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

Signature
03/06/2020
सहायक अभियंता

जल संसाधन उपसंभाग रायगढ़

अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पृ. क्रमांक 164/राजस्व लिपिक/ज.सं.स./रायगढ़

04/06/2020

प्रतिलिपि: (1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डमरा, जिला-जांजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 30/06/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।

Signature
AP Tivedi

कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तहसील डभरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्बहन स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डभरा, जिला :- जांजगीर-चांपा (छ.ग.)

बिल माह

जारी करने का दिनांक

राशि जमा करने का अंतिम दिनांक

जून 2020

04/07/2020

31/07/2020

विवरण	प्रारंभिक रीडिंग दि. 01.06.2020	अंतिम रीडिंग दि. 30.06.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	5322793	6714088	1391295	5.50	7652122.50		
जल अनुबंध के अनुसार			1725000	5.50	9487500.00		
वसूली योग्य राशि					9487500.00	0.00	9487500.00
टीप :-	अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 29.70 मि.घ.मी./वार्षिक एवं 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनरिहित जलकर की दर विनिर्दिष्ट किया जावेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की नियत तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।						
	दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00 वर्ष 2020-21 में दिनांक 30.06.2020 तक समायोजित राशि : 18975000.00+9487500.00= 28462500.00 Say Rs. 284.625 लाख इस माह में समायोजन हेतु प्रस्तावित राशि = रु. 9487500.00 (रु० चौरानबे लाख सतासी हजार पांच सौ मात्र)						

पत्र क्रमांक 99/क प

दिनांक 04/07/2020

प्रतिलिपि:-

(1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।


04/07/2020
सहायक अभियंता

जल संसाधन उपसंभाग रायगढ़


अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

2000

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

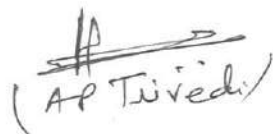
06/07/2020

पृ. क्रमांक/राजस्व लिपिक/ज.सं.स./रायगढ़

प्रतिलिपि:

(1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डभरा, जिला-जांजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 31/07/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।


AP Tivedi


कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभाग, अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डबरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्बहन स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डबरा, जिला :- जांजगीर-चांपा

बिल माह

जुलाई 2020

जारी करने का दिनांक

04-08-2020

राशि जमा करने का अंतिम दिनांक

31-08-2020

विवरण	प्रारंभिक रीडिंग दि. 01.07.2020	अंतिम रीडिंग दि. 31.07.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	6714088	7964882	1250794	5.50	6879367		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00
टिप :- अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 घ.मी./वार्षिक और 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनर्निर्धारित जलकर की दर विनिर्दिष्ट किया जायेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जायेगी। भुगतान की निम्न तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जायेगा।							
दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00							
वर्ष 2020-21 में दि. 31.07.2020 तक समायोजित राशि :- 28462500.00 + 9487500.00 = 37950000.00 या Rs. = 379.50 लाख							
माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौदह लाख सत्तासी हजार पांच सौ मात्र)							

वत्र क्रमांक/कार्य / ज.सं.उपसंभाग / नंदेली रायगढ़

दिनांक 04/08/2020

प्रतिलिपि:- 116 (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

[Signature]
04/08/2020
सहायक अभियंता

जल संसाधन उपसंभाग रायगढ़

[Signature]
अनुविभागीय अधिकारी
जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

2338

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

Di. 05.08.2020

वत्र क्रमांक/राजस्व लिपिक/ज.सं.स/रायगढ़

प्रतिलिपि: (1) कार्यपालन निदेशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डबरा, जिला-जांजगीर-चांपा(छ.ग.) को कार्य बिल का समायोजन दि. 31/08/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की जांच सुचनार्थ अर्पित।

[Signature]
कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

[Signature]
A.P. Tivedi
07/08/2020

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डमरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्बहन स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डमरा, जिला :- जांजगीर-चांपा

बिल माह
जारी करने का दिनांक
राशि जमा करने का अंतिम दिनांक

अगस्त 2020
07-09-2020
30-09-2020

विवरण	प्रारंभिक रीडिंग दि. 01.08.2020	अंतिम रीडिंग दि. 31.08.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग्य राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	7964882	9080093	1115211	5.50	6133661		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00

टीप :- अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 मि.घ.मी./वार्षिक और 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जावेगा। सरकार द्वारा समय-समय पर पुनरिश्चित जलकर की दर विनिर्दिष्ट किया जावेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की नियत तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।

दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00

वर्ष 2020-21 में दि. 31.08.2020 तक समायोजित राशि :- 37950000.00 + 9487500.00 = 47437500.00 या Rs.=474.375 लाख

माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौरान्धे लाख सतासी हजार पांच सौ मात्र)

पत्र क्रमांक 1257 कार्य / ज.सं.उपसंभाग / नंदेली रायगढ़

प्रतिलिपि:- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

[Signature]
07/09/2020
सहायक अभियंता

जल संसाधन उपसंभाग रायगढ़

दिनांक 05.09/2020

[Signature]
अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

08.09.2020

पृ. क्रमांक 2610 / राजस्व लिपिक / ज.सं.स. / रायगढ़

प्रतिलिपि:

(1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डमरा, जिला-जांजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 30/09/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।

[Signature]
कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा दून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डमरा जिला-जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा दून्डी
उद्बहन स्थल :- ग्राम- चंदपुर (महानदी) कलमा बैराज सतही जल
तहसील-डमरा, जिला :- जांजगीर-चांपा

बिल माह

सितम्बर 2020

जारी करने का दिनांक

06-10-2020

राशि जमा करने का अंतिम दिनांक

31-10-2020

विवरण	प्रारंभिक रीडिंग दि. 01.09.2020	अंतिम रीडिंग दि. 30.09.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	9080093 0	10000000 518535	1438442	5.50	7911431		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00

टीप :- अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 मि.घ.मी./वार्षिक और 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनरिश्चित जलकर की दर विनिर्दिष्ट किया जावेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की नियत तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।

दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00

वर्ष 2020-21 में दि. 30.09.2020 तक समायोजित राशि :- 47437500.00 + 9487500.00 = 56925000.00 या Rs.=569.250 लाख

माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौराबे लाख सतासी हजार पांच सौ मात्र)

पत्र क्रमांक 149/कार्य /ज.सं.उपसंभाग/नंदेली रायगढ़

प्रतिलिपि:-

(1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

उपअभियंता

जल संसाधन उपसंभाग रायगढ़

दिनांक 06/10/2020

अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

13-10-2020

पृ. क्रमांक 2902/राजस्व लिपिक/ज.सं.स./रायगढ़

प्रतिलिपि:

(1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा दून्डी, तहसील-डमरा, जिला-जांजगीर-चांपा(छ.ग.) को बिल का समायोजन दि. 31/10/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।

कार्यपालन अभियंता

जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डबरा जिला जांजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उद्बहन स्थल :- ग्राम- चंदपुर (महानदी) कलमा बैराज सतही जल
तहसील-डमरा, जिला :- जांजगीर-चांपा

बिल माह

अक्टूबर 2020

जारी करने का दिनांक

06-11-2020

राशि जमा करने का अंतिम दिनांक

30-11-2020

विवरण	प्रारंभिक रीडिंग दि. 01.10.2020	अंतिम रीडिंग दि. 31.10.2020	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	518535	1947214	1428679	5.50	7857735		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00
टीप - अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी. / वार्षिक का 90% जल की मात्रा-20.78 मि.घ.मी. / वार्षिक और 1725000 घ.मी. / माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी. / वार्षिक का 90 प्रतिशत जल की मात्रा का वास्तविक जल उपयोग की मात्रा जो न्यूनतम मात्रा होगी उस का जलकर चार्ज किया जावेगा। सरकार द्वारा समय-समय पर पुनर्विनिर्दिष्ट जलकर की दर विनिर्दिष्ट किया जावेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से व्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की निश्चित तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जावेगा।							
दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00							
वर्ष 2020-21 में दि. 31.10.2020 तक समायोजित राशि :-56925000.00 +9487500.00=66412500.00 या Rs.=664.125 लाख							
माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौरान्ने लाख सतासी हजार पांच सौ मात्र)							

पत्र क्रमांक 178/कार्य / ज.सं.उपसंभाग/नंदेली रायगढ़

दिनांक 06/11/2020

प्रतिलिपि:-

(1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

उपअभियंता

जल संसाधन उपसंभाग रायगढ़

अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पु. क्रमांक 3129/राजस्व लिपिक/ज.सं.स./रायगढ़

प्रतिलिपि:

(1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डमरा, जिला-जांजगीर-चांपा(छ.ग.) को बिल का समायोजन दि. 30/11/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अर्पित।

कार्यपालन अभियंता

जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

स्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाडादरहा टून्डी
उपग्रह स्थल :- ग्राम- चंद्रपुर (महानदी) कलमा बैराज सतही जल
तहसील-डभरा, जिला :- जांजगीर-चांपा

बिल माह

नवम्बर 2020

जारी करने का दिनांक

01/12/2020

राशि जमा करने का अंतिम दिनांक

31/12/2020

नवम्बर 2020

01/12/2020

31/12/2020

जारी करने का दिनांक

राशि जमा करने का अंतिम दिनांक

विवरण

प्रारंभिक रीडिंग
दि. 01.11.2020

अंतिम रीडिंग
दि. 30.11.2020

जल की कुल मात्रा
(घ.मी.) (3-2)

प्रचलित दर
प्रति घ.मी.

जलकर की कुल राशि

गत माह तक बकाया
राशि

कुल वसूली योग
राशि

1

2

3

4

5

6

7

8

जल उपयोग के अनुसार

1947214

3648661

1701447

5.50

9357959

जल अनुबंध के अनुसार

1725000

5.50

9487500

टीप :-

अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मि.घ.मी./वार्षिक का 90% जल की मात्रा = 20.70 मि.घ.मी./वार्षिक और 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 मि.घ.मी./वार्षिक का 90 प्रतिशत जल की मात्रा या वार्षिक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनरिखित जलकर की दर विनिर्दिष्ट किया जायेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जायेगी। भुगतान की नियत तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर करार भंग होना माना जायेगा।

वसूली योग्य राशि

9487500

0.00

9487500.00

दि. 31.03.2020 तक समायोजित राशि रु.501953402.00

वर्ष 2020-21 में दि. 30.11.2020 तक समायोजित राशि :-

66412500 + 9487500 = 75900000 या Rs. = 759.000 लाख

माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौरान्ने लाख सत्तासी हजार पांच सौ मात्र)

पत्र क्रमांक 194/कार्य/ज.सं.उपसंभाग/नंदेली रायगढ़

दिनांक 01/12/2020

प्रतिलिपि:- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

उपसंभाग

जल संसाधन उपसंभाग नंदेली

अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पृ. क्रमांक 339/राजस्व लिपिक/ज.सं.स./रायगढ़

Dt 10/12/2020

प्रतिलिपि:

(1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाडादरहा टून्डी, तहसील-डभरा, जिला-जांजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 31/12/2020 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रेषित।

कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाढादरहा टून्डी 2X600 मे. वा. पावर विकासखण्ड तह० डबरा जिला जाजगीर-चांपा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाढादरहा टून्डी
उद्योग स्थल :- ग्राम- चंद्रपुर (महानदी) कलना बैराज सतही जल
तहसील-डबरा, जिला :- जाजगीर-चांपा

बिल माह

दिसम्बर 2020

जारी करने का दिनांक

01/01/2021

राशि जमा करने का अंतिम दिनांक

31/01/2021

विवरण	प्रारंभिक रीडिंग दि. 01.12.2020	अंतिम रीडिंग दि. 31.12.2020	जल की कुल मात्रा (घ. मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	3648661	5083090	1434429	5.50	7889360		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00

टीप :- अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 घं.मी. / वार्षिक का 90% जल की मात्रा - 38.78 घं.मी. / वार्षिक और 1725000 घं.मी. / माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 घं.मी. / वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जायेगा। सरकार द्वारा समय-समय पर पुनर्विहित जलकर की दर विनिर्दिष्ट किया जायेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रुकन का भुगतान करेगी। प्रदाय किये गये जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क भी वसूली की जायेगी। भुगतान की नियत तारीख से 8 माह की अवधि तक भुगतान न किये जाने पर करार रद्द होना माना जायेगा।

दि. 31.03.2020 तक समायोजित राशि रु. 501953402.00

वर्ष 2020-21 में दि. 31.12.2020 तक समायोजित राशि :- 75900000 + 9487500 - 75900000 या Rs. - 1707.75 लाख

माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० नौ लाख सत्तासी हजार पांच सौ मात्र)

पत्र क्रमांक / कार्य / ज.सं.उपसंभाग / नंदेली रायगढ़

दिनांक 04/01/21

प्रतिलिपि:- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

उपअभियंता
जल संसाधन उपसंभाग नंदेली

अनुविभागीय अधिकारी
जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

04.01.21

पृ. क्रमांक 70 / राजस्व लिपिक / ज.सं.स. / रायगढ़

प्रतिलिपि:

- (1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाढादरहा टून्डी, तहसील-डबरा, जिला-जाजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 31/01/2021 को किया जायेगा।
- (2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनार्थ अग्रप्रेषित।

कार्यपालन अभियंता
जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लिमिटेड ग्रांट बाढादरहा टून्डी 2X600 मे वा पावर विकासखण्ड तहसील डबर जिला जाजगीर-चांपा (छ.ग.)

संस्थान का नाम - मेसर्स डी बी पावर लिमिटेड ग्रांट बाढादरहा टून्डी
उद्देश्य स्थल - ग्राम- घदपुर (महानदी) कलमा बैराज सतही जल
तहसील-डनरा जिला - जाजगीर-चांपा

बिल माह

जनवरी 2021

जारी करने का दिनांक

01/02/2021

राशि जमा करने का अंतिम दिनांक

28/02/2021

विवरण	प्रारंभिक रीडिंग दि 01.1.2021	अंतिम रीडिंग दि 31.1.2021	जल की कुल मात्रा (घमी) (3-2)	प्रचलित दर प्रति घमी	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	5083090	6719220	1636130	5.50	8998715		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
वसूली योग्य राशि					9487500	0.00	9487500.00
टिप - अनुबंध के अनुसार दिनांक 24.10.2019 के पश्चात् 23 मिघमी/वार्किंग का 90% जल की मात्रा = 28.78 मिघमी/वार्किंग और 1725000 घमी/माह। अनुबंध के अनुसार दिनांक 24.10.2019 से 23 मिघमी/वार्किंग का 90 प्रतिशत जल की मात्रा या वार्षिक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर काट दिया जायेगा। सरकार द्वारा समय-समय पर पुनर्विहित जलकर की दर निर्धारित किया जायेगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रत्येक किंवा यदि जलकर देयक की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से लेन शुल्क की वसूली की जायेगी। भुगतान की नियत तारीख से 8 माह की अवधि तक भुगतान न किया जाने पर कठोर कार्य होना माना जायेगा।							
दि 31.03.2020 तक समायोजित राशि रु.501953402.00							
वर्ष 2021-22 में दि. 1.1.2021 तक समायोजित राशि :- 17077500+ 9487500 =26565000 या Rs.= 265.65 लाख							
माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० धौरान्बे लाख सत्तासी हजार पांच सौ मात्र)							

पत्र क्रमांक 20 / कार्य / ज.सं.उपसंभाग / नंदेली रायगढ़

दिनांक 01/02/2021

प्रतिलिपि- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

उपसंभोगिता

जल संसाधन उपसंभाग नंदेली

अनुविभागीय अधिकारी

जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पृ क्रमांक 486 / राजस्व लिपिक / ज.स.स. / रायगढ़

दिनांक 10/2/2021

प्रतिलिपि- (1) कार्यपालन निर्देशक डी बी पावर लिमिटेड ग्रांट बाढादरहा टून्डी, तहसील-डनरा, जिला-जाजगीर-चांपा(छ.ग.) कृपया बिल का समायोजन दि. 28/02/2021 को किया जायेगा।

(2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनाएं अवधि।

कार्यपालन अभियंता

जल संसाधन संभाग रायगढ़ (छ.ग.)

कार्यालय अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला-रायगढ़ (छ.ग.)

मेसर्स डी बी पावर लि० ग्रा० बाढादरहा टुन्डी 2X600 मे वा. पावर विकासखण्ड तह० डबरा जिला जांजगीर-चापा (छ.ग.)

संस्थान का नाम :- मेसर्स डी बी पावर लि० ग्रा० बाढादरहा टुन्डी
उद्बहन स्थल :- ग्राम- धंदपुर (महानदी) कलमा बैराज सतही जल
तहसील-डबरा, जिला :- जांजगीर-चापा

बिल माह

जारी करने का दिनांक

राशि जमा करने का अंतिम दिनांक

01/03/2021
31/03/2021

विवरण	प्रारंभिक रीडिंग दि. 01.02.2021	अंतिम रीडिंग दि. 28.02.2021	जल की कुल मात्रा (घ.मी.) (3-2)	प्रचलित दर प्रति घ.मी.	जलकर की कुल राशि	गत माह तक बकाया राशि	कुल वसूली योग राशि
1	2	3	4	5	6	7	8
जल उपयोग के अनुसार	6719220	8293900	1574680	5.50	8660740		
जल अनुबंध के अनुसार			1725000	5.50	9487500		
टीप :-	वसूली योग्य राशि						9487500.00
						0.00	9487500.00

अनुबंध के अनुसार दिनांक 24.10.2019 के परचा 23 निघमी/वार्षिक का 90% जल की मात्रा = 26.79 निघमी/वार्षिक और 1725000 घ.मी./माह। अनुबंध के अनुसार दिनांक 25.10.2019 से 23 निघमी/वार्षिक का 90 प्रतिशत जल की मात्रा या वास्तविक जल उपयोग की मात्रा जो ज्यादा मात्रा होगी उस का जलकर चार्ज किया जाएगा। सरकार द्वारा समय-समय पर पुनरिचित जलकर की दर विनिर्दिष्ट किया जाएगा। अनुबंध की धारा 12 के अनुसार बिल जारी करने के दिनांक से एक माह के अंदर संस्थान रकम का भुगतान करेगी। प्रदाय किये गये जलकर रकम की तारीख से तीन माह के भीतर यदि भुगतान नहीं किया जाता है तो 24 प्रतिशत दर से ब्याज तथा 1 प्रतिशत वार्षिक की दर से सेवा शुल्क की वसूली की जावेगी। भुगतान की निम्न तारीख से 6 माह की अवधि तक भुगतान न किये जाने पर कटौत ब्याज होना माना जाएगा।

दि. 31.03.2020 तक समायोजित राशि रु.501953402.00

वर्ष 2021-22 में दि. 1.2.2021 तक समायोजित राशि :- 26565000 + 9487500 = 36052500 या Rs. = 360.525 लाख
माह में समायोजन हेतु राशि = रु. 9487500.00 (रु० चौगान्हे लाख सतासी हजार पांच सौ मात्र)

पत्र क्रमांक 47/कार्य/ज.सं.उपसंभाग/नंदेली रायगढ़

प्रतिलिपि- (1) कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ को आवश्यक कार्यवाही हेतु सम्प्रेषित।

दिनांक 01/03/2021

उपसंभाग अभियंता
जल संसाधन उपसंभाग नंदेली

अनुविभागीय अधिकारी
जल संसाधन उपसंभाग नंदेली जि.-रायगढ़ (छ.ग.)

कार्यालय कार्यपालन अभियंता, जल संसाधन संभाग रायगढ़ (छ.ग.)

पृ. क्रमांक 778 राजस्व लिपिक/ज.सं.स./रायगढ़

प्रतिलिपि-

- (1) कार्यपालन निर्देशक डी बी पावर लि० ग्रा० बाढादरहा टुन्डी, तहसील-डबरा, जिला-जांजगीर-चापा(छ.ग.) कृपया बिल का समायोजन दि. 31/03/2021 को किया जायेगा।
- (2) अनुविभागीय अधिकारी जल संसाधन उपसंभाग नंदेली जिला रायगढ़ की ओर सूचनाएं अर्पित।

कार्यपालन अभियंता

Annex P 23 – Details of fly ash Expenses

Expenses incurred on account of Fly Ash Expenses	
Month	Fly Ash Expenses (In Rs.)
Apr-20	1,44,16,194
May-20	2,91,85,536
Jun-20	2,32,89,360
Jul-20	2,75,12,669
Aug-20	3,26,95,903
Sep-20	3,60,09,937
Oct-20	3,91,58,940
Nov-20	4,23,05,545
Dec-20	3,87,06,195
Jan-21	5,82,23,538
Feb-21	5,63,44,901
Mar-21	2,81,11,490
TOTAL (FY 20-21)	42,59,60,209

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.



(Debranjana Chattopadhyay)
Under Secretary to the Government of India
Ph: 011-2373 0265

To,

1. CMD, POSOCO / Heads of NLDC & 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/ECR, 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)

No. 23/22/2019-R&R
Government of India
Ministry of Power

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.

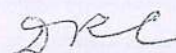
II. After Para 5.0 (vi) of the aforesaid Order, the following paras will be added:

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



(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)

No. 23/22/2019-R&R
Government of India
Ministry of Power

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.

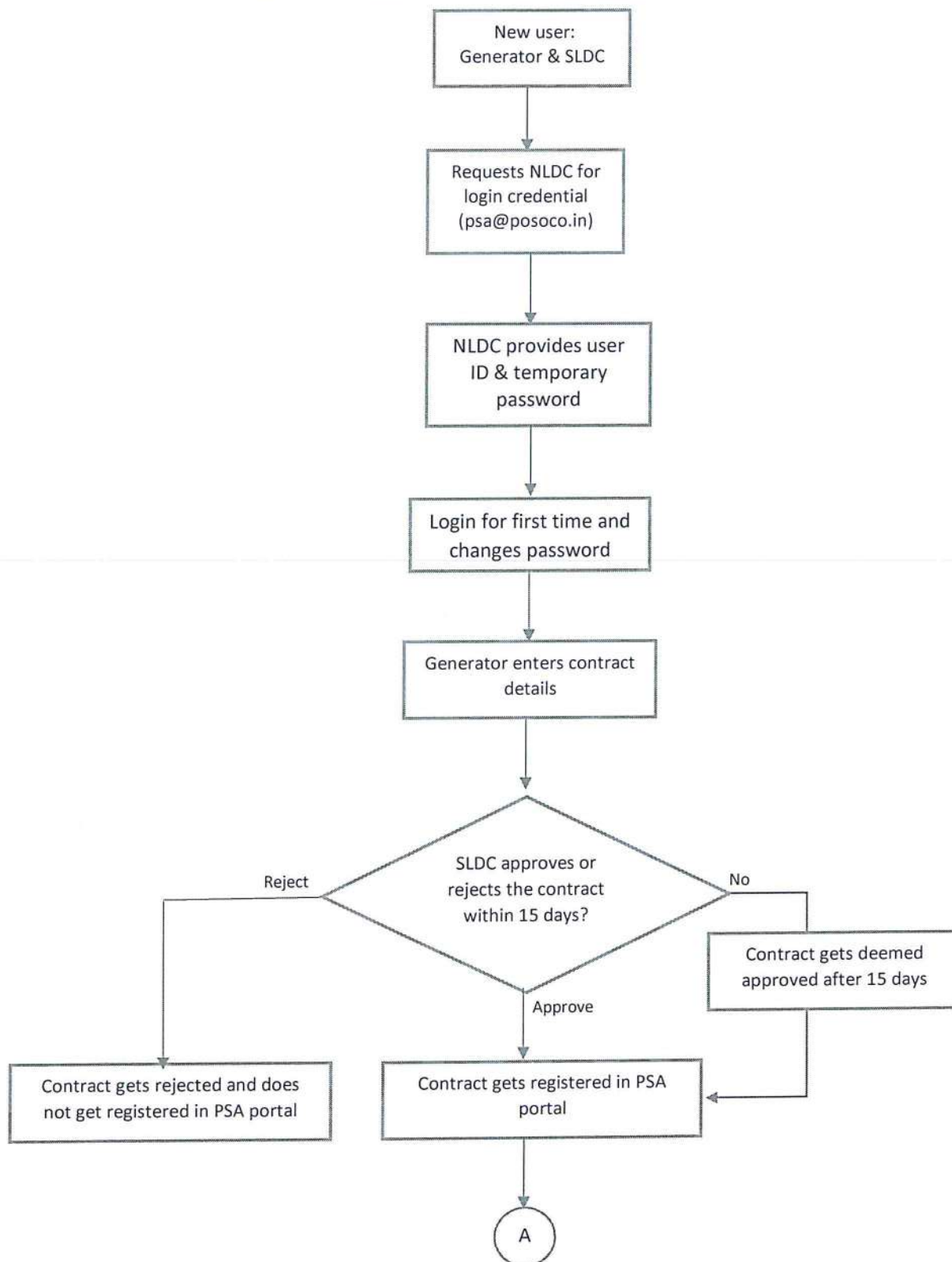
(j) In the case of regulation of power supply being implemented, NLDC shall also exclude such Regional Entity generating station from Reserve Regulation Ancillary Services (RRAS).

(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.

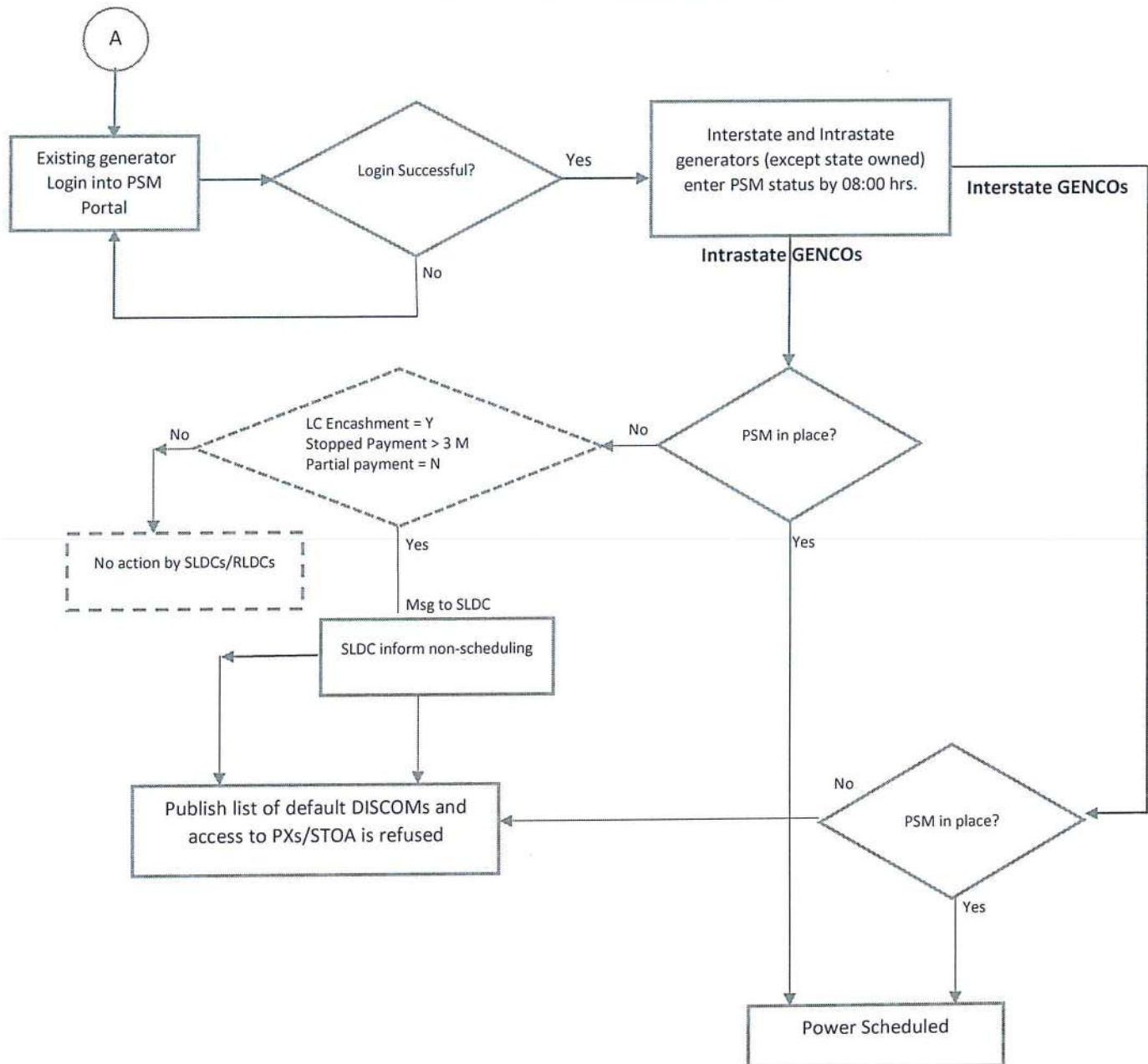
PAYMENT SECURITY MECHANISM

REGISTRATION (INTRA STATE)



PAYMENT SECURITY MECHANISM

SCHEDULING



**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 (Chhattisgarh) 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.



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

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.



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 CSPTTrdcl.

Submitted for your kind information and necessary actions please.

Thanks & Regards

Ambika Jaiswal

(Power Sale & Regulatory)

D B POWER LIMITED

Mob: 7977741998

**DBPL PSR CSPTTrdcl 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 wef 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

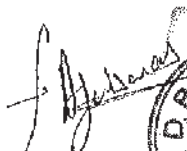
We therefore, in accordance with the MOP Order and PPA, hereby request you to immediately provide us a LC of the value amounting to INR 2,44,35,585/- with a period of validity of 12 months.

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.

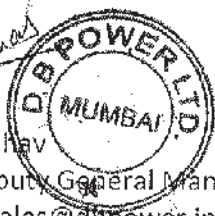
We accordingly, request you to ensure that the LC for Rs. 2,44,35,585/- is established and made available to us at the forthwith.

This is without prejudice to all our rights, claims and demand, which are reserved.

Thanking You,
Yours Sincerely,
For D B Power Ltd.


Sanjay Jadhav
Senior Deputy General Manager (power Sales)

Email Id: sales@dbpower.in
Mobile No: 09769190360



**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

S. Kumar



Annexure- P21 Energy Supply to CSPTTrDCL (FY 20-21)

Month	Supply to CSPTTradeCo Ex Bus (kWh)
Apr-20	4,01,64,347
May-20	4,15,24,313
Jun-20	2,67,72,569
Jul-20	3,88,83,229
Aug-20	1,51,25,694
Sep-20	73,23,201
Oct-20	3,34,22,728
Nov-20	3,96,19,965
Dec-20	3,33,27,088
Jan-21	3,34,80,000
Feb-21	67,20,000
Mar-21	74,40,000
Total (FY 20-21)	32,38,03,134

CSERC online fee payment details:-

Payment done on

15-Sep-2021 (15-Sep-2021)	TO TRANSFER RTGS UTR NO: SBINR52021091542298478 CHHATISGARH STATE ELECTRICITY REGUL	10,00,047.20
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