

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Misc. Petition No of 2020

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 + Anr

..... **Respondents**

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Raipur.

Dated: 20/7/2020

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

1

**BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
COMMISSION**

RAIPUR

Misc. Petition No _____ of 2020

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
VidyutSevaBhawan,
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 - 492013 (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 01.04.2019 to 31.03.2020 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.



Petition for Approval of provisional Energy Charges and other reimbursable expenses for FY 2021-22 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 05.10.2011.

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 2019-20. The Petitioner is also seeking Approval of provisional Energy Charges and other reimbursable expenses for FY 2021-22.
- 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. 3.050/- unit as well as for approval of reimbursable expenses of Rs.0.071/unit for the period 01.04.2019 to 31.03.2020 in 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. 3.050/unit and other reimbursable expenses of Rs. 0.071/unit for F.Y 2021-22.

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 11.08.2017 of Respondent No. 2 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 for FY 2019-20 against each of the above referred section 63 PPA's are as under:



FY	PTC			Tamilnadu				
	AFC	Variable charges	CIL Claims	Total	AFC	Variable charges	CIL Claims	Total
19-20	2.302	2.329	0.355	4.986	2.849	1.399	0.611	4.859

- vi. The PPA dated 05.01.2011 entered into between the parties stipulates that if the tariff is not determined then the Parties agree to jointly work out adhoc tariff. Though the Petitioner has not agreed to any adhoc tariff, the Respondents have been paying energy charges of Rs 1.60/unit for F.Y 2019-20 pursuant to the tariff order of this Hon'ble Commission applicable to procurement of power by Respondent No. 2 for F.Y 2019-20. A copy of letter dated 23.05.2019 of Respondent No 1 conveying adhoc Tariff for the year 2019-20 annexed hereto and marked **Annexure P-8**

Section A

8. Part I

- i. The Petitioner submits that based on the audited accounts, the actual energy charges incurred in supplying 5% of net generated power to the Respondent for F.Y 2019-20 comes to Rs3.050/unit as against the adhoc energy charge of Rs1.60/unit paid by the Respondents. So also, the reimbursable expenses duly audited are Rs. 0.071/unit.
- ii. A table summarizing energy charge rate and various elements of reimbursable expenses is given hereunder:

TABLE A

True-Up Petition		From Apr'19 to Mar'20	
Total Units Supplied to the Respondents		293,177,694	
S. No.	Component	Cost Incurred (Rs)	Cost (Rs/Unit)
Energy Charge			
1	Energy Charge Rate	894,322,868.32	3.050
TOTAL		894,322,868.32	3.050
Other Cost Elements to be Reimbursed on Actual Basis			
2	ED Aux	1,601,162.03	0.005
3	Water Charges	6,569,019.88	0.022



4	Fly Ash	12,592,019.78	0.043
	TOTAL	20,762,201.68	0.071

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:

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

Where,

AUX = Normative auxiliary energy consumption in percentage

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

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

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

GHR =Gross station heat rate, in kCal per kWh

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

SFC = Specific fuel oil consumption, in ml per kWh

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

iv. The Petitioner has calculated the Energy Charge Rate applying the above mechanism. The detailed working of the Energy Charge rate for the month of Mar 2020is given hereunder:

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

$$= \frac{[(2375 - 0.5 \times 10) \times 2.83 / 2802 + 0.5 \times 0.05] \times 100}{100 - 5.25}$$

$$= 2.557 \text{Rs./KWh}$$



The ECR for the month of March 2020 in tabular format is given hereunder:

TABLE B

S.No.	Particulars	Unit	March 20
1	Quantity of Coal supplied by Coal company	MT	200,423
2	Adjustment in quantity supplied made by Coal company	MT	-
3	Coal Supplied by Coal company (1+2)	MT	200,423
4	Normative transit & Handling Losses (0.8%)	MT	1,603
5	Net coal Supplied (3-4)	MT	198,820
6	Amount Charged by Coal Company	Rs.	423,529,140
7	Adjustment in amount charged made by coal company	Rs.	-
8	Total amount Charged (6+7)	Rs.	423,529,140
9	Transportation Charges by rail/road transport	Rs.	139,853,963
10	Adjustment in amount charged made by Railways/ Transport Company	Rs.	-
11	Demurrage Charges, if any	Rs.	-
12	Cost of diesel in transporting coal through MGR system, if applicable	Rs.	-
13	Total Transportation Charges (9+/-10-11+12)	Rs.	139,853,963
14	Total Amount Charged for coal supplied including Transportation (8+13)	Rs.	563,383,103
15	Landed cost of Coal	Rs./kg	2.83
16	Blended Ratio (Domestic/imported)	%	-
17	Weighted average cost of coal for preceding three months	Rs./kg	-
18	GCV of domestic coal as per bill of Coal company	kcal/kg	-



19	GCV of Imported coal as per bill of Coal company	kcal/kg	-
20	Weighted average GCV of coal as billed	kcal/kg	-
21	GCV of Domestic coal as received at station	kcal/kg	2,952
22	GCV of Imported Coal as received at Station	kcal/kg	-
23	Weighted Average GCV of Coal as received	kcal/kg	2,952
24	Gross Calorific value of Primary Fuel (CVPF) - As Fired	kcal/kg	2,802
25	Normative Gross Station Heat Rate (GHR)	kcal/kg	2,375
26	Normative Auxiliary Energy Consumption (AUX)	%	5.25
27	Normative Specific Fuel Consumption (SFC)	ml/kwh	0.50
28	Calorific value of Secondary Fuel (CVSF)	kcal/ml	10
29	Weighted Average Landed Price of Secondary Fuel (LPSFi)	Rs/ml	0.05
30	Energy Charge Rate (ECR)	Rs/KWh	2.557

The detailed working of the energy charge rate for the period 01.04.2019 to 31.03.20 is given in **Annexure P-9** hereto. The Broad Design Parameters and the Performance Guaranteed Schedule of BTG are annexed and marked as **Annexure P-10** (Colly) hereto.

9. Each of the elements of energy charge rate reflected in table A 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- 11**. The daily coal consumption data in respect of Unit I and Unit II are given at **Annexure P-12**.

The Petitioner submits that the linkage coal is made available only if the power is supplied to the distribution licensee, either directly or through power trading company (like the Respondent) which, in turn, has a back to back long term PPA with the distribution companies. Since 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-13 collectively**.

At present, coal is being procured by the Petitioner from the most economically available sources mainly through e-auctions, conducted by Coal India Limited to meet shortfall of coal required for running the plant. The Petitioner participates in auctions being announced by SECL, MCL, BCL and CCL from time to time. Any further shortfall in coal is matched by purchasing the coal from the open market. A sample notice of e-auction from SECL pertaining to FY 2019-20 where DB Power had participated is annexed and marked as **Annexure P-14**. 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 Monthly Weighted Average Gross Calorific Value ("GCVJ from various non-linkage sources of Coal have been considered corresponding to approved Normative Heat Rate. This value comes to 3065 kcal/kg for month of April 2019. Applying the principle laid down by the Hon'ble Appellate Tribunal for Electricity ("APTEL") in its order dated 02.12.2014 passed in Appeal no. 98/ 2013, the "as received" value of 3065 kcal/kg has been reduced by 150 kcal/kg to arrive at the "as fired" value of 2915 kcal/kg. Similar methodology has been followed for remaining months. A copy of the order dated 02.12.2014 passed by the Hon'ble APTEL in Appeal no. 98/2013 is annexed hereto and marked as **Annexure P-15**.

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 01.04.2019 to 31.03.2020.

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

The Applicant has worked out the SFC at 0.5ml/kwh for the period 01.04.2019 to 31.03.2020 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 month = Amount paid for SF for month/Qty of SF purchased

Applying the above formulae, the weighted average landed price of secondary fuel for the month of December 2019 is as under:

Weighted average landed price = 15,235,334.64 / 297.41
Of secondary fuel = 0.0510 Rs/ml

The details for secondary fuel consumption and details for determination of landed cost of secondary fuel is annexed and marked as **Annexure P-16 and P-17** 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-18** hereto.

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

$$\text{(Units supplied to CSPTradeco in the month)} / \text{(Total units supplied to all customers in that month)} * \text{(Total ED on Aux paid to the State Government)}$$

It may be mentioned here that while the Petitioner has raised the bills for its claim on electricity duty on auxiliary consumption based on provisions made in the books of accounts, the demand from Chhattisgarh Government is on higher side and is disputed by the Petitioner. The Petitioner therefore reserves its right to claim the differential amount as and when it may become liable to pay the additional electricity duty on auxiliary at higher rate.

A copy of the notice dated 04.06.2020 demanding payment towards electricity duty is annexed and marked as **Annexure P-19**.

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:

$$\text{(Units supplied to CSPTradeco in the year)} / \text{(Total units supplied to all customers in that year)} * \text{(Water Charges corresponding to water consumed in that year)}$$

The details of water charges paid for FY 2019-20 are enclosed as **Annexure P-20**.



3. Fly Ash

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

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

Fly Ash expenses for a year = (Units supplied to CSPTradeco 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 2019-20 is annexed hereto and marked as **Annexure P-21**.

SECTION B

PROJECTED ENERGY CHARGES AND PROJECTED REIMBURSABLE EXPENSES FOR F.Y. 2020-21

As explained hereinabove, the Petitioner has incurred the energy (variable) charges of Rs. 3.050/unit and reimbursable expenses of Rs. 0.071/unit for the period 01.04.2019 to 31.03.2020.

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 2019-20 as well as the amounts calculated in accordance with the normative parameters stipulated in the CSERC MYT Regulations, 2015. Considering, on conservative basis, that there is no escalation in expenses to be incurred for supply of power to the Respondents in F Y 2021-22 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 Rs3.050/unit together with provisional reimbursable expenses of Rs0.071/unit for the FY 2021-22.

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. However, the Respondent No. 1 has failed/neglected to perform this



obligation to establish a payment security mechanism despite directive of Ministry of Power dated 28.06.2019 as well as repeated reminders from the Petitioner. The copies of various letters addressed to the Respondent No. 1 requesting for opening of L/C are annexed and marked as **Annexure P-22**.

- b. The Petitioner is also entitled to carrying cost/interest on amount of differential energy (variable) charges from the date of actually incurring of cost.
- c. The Petitioner is further entitled to reimbursement of Petition filing fee and expenses incurred on publication of notices as per CSERC MYT Regulations 2015.

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 Rs3.050/unit and reimbursable expenses of Rs0.071/unit for the Period 01.04.2019 to 31.03.2020;
- b) Direct the Respondent to pay the difference / shortfall in the energy (variable) charge and reimbursable expenses for the period 01.04.2019 to 31.03.2020 forthwith upon approval by this Hon'ble Commission;
- c) Approve the provisional Energy (Variable) Charges of Rs3.050/unit and provisional reimbursable expenses of Rs0.071/unit for FY 2020-21;
- d) Direct the Respondent to reimburse the filing fees paid by the Petitioner towards this Petition;
- e) Allow carrying cost/interest on amount of differential energy (variable) charges from the date of actually incurring of cost;
- f) Direct the Respondent No. 1 to establish payment security mechanism in favor of the Petitioner in accordance with the provisions of the Agreement; and
- g) Condone any inadvertent omissions / errors/rounding off differences/shortcomings and permit the Petitioner to add/alter the Petition and make further submissions as may be required at a future date.



INTERIM RELIEFS

As prayed hereinabove

GROUND FOR CLAIMING RELIEFS

The grounds are as stated and explained hereinabove in this Petition

Petition filing fee of Rs10,00,000/- 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: 20/07/2020


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

Cancelled

INDIA

Babri
 मुजफ्फर हुसैन साबरी
 नोटरी खरसिया
 जिला-रावण्ड

BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY
 COMMISSION

RAIPUR

Misc. Petition No _____ of 2020

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 39 years Post- 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 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.
3. 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 17th July 2020.

मरे समक्ष इस दस्तावेज पर संबंधित व्यक्ति ने पढ़कर/पढ़ाकर शपथपूर्वक कथन आप कल और इस दस्तावेज पर हस्ताक्षर/अंगूठा किया।

मे शक्यकर्ता को
 पहचानता हूँ।

Babri
 17-7-20
 एम. एस. साबरी
 नोटरी/खरसिया


 Deponent



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/TPMWR/70/09/ 1151

Dated: 14th November, 2014

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

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

Sir,

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

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

माम चंद 14.11.14
(माम चंद)

मुख्य अभियंता

Copy to:

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

Copy for information to:

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



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



18

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 Off. : 3rd Floor, Naman Corporate Link , Opp. Dena Bank, C-31, G- Block , Bandra Kurla Complex, Bandra (E) Mumbai – 51
Tel No +91-22-3930 6000, Fax No +91-22-3930 6008

**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
DB POWER LIMITED IN THEIR MEETING HELD ON 7TH FEBRUARY, 2017**

**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.”

// Certified true copy //

FOR DB POWER LIMITED


DHIRAJ KATARIA
COMPANY SECRETARY

Mem No: FCS 9207

Date: 26th June, 2017

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.

Gurur

LP

[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.

G. S. S.

L. S. S.

[Signature]

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.

10/10/11

10/10/11

10/10/11


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

U. P. S.

[Signature]

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.



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

CWA

USB

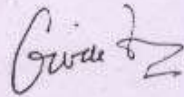
[Signature]

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

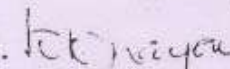


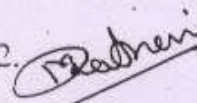
(Girish Agarwal)
Director
D.B. Power Limited

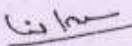
WITNESS :


1. 
(Anil Tuteja)
Jt. Secy. Energy

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

1. 
K. K. Singh
GM,
D.B. Power Limited
Raipur

2. 
(M.S. Ratnam)
Addl SE (Unit)
ENERGY DEPTT
COCC, RAIPUR

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

2. 
MOHD. ZAKIR
Asst Manager Mktg
Dairi Bhasker
Raipur

IMPLEMENTATION AGREEMENT

FOR

1100 ± 20% MW Thermal Power Project

AT

Janjgir-Champa District

BETWEEN

Government of Chhattisgarh,

Chhattisgarh State Power Holding Company Limited

&

M/s. D.B. Power Limited

on

6th August, 2009

RAIPUR

IMPLEMENTATION AGREEMENT

FOR

1100 ± 20% MW Thermal Power Project

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

BETWEEN

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

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

WHEREAS

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

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




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


ARTICLE I

DEFINITIONS & INTERPRETATIONS

1.1 DEFINITIONS

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

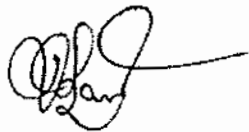
- 1.1.1 **"Act" or "Electricity Act 2003"** shall mean Electricity Act 2003 or any further amendments made subsequent to the same.
- 1.1.2 **"Agreement"** shall mean this agreement together with all its annexures, if any, and any amendments thereto made in accordance with the provisions contained herein.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


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

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- 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

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

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

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

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

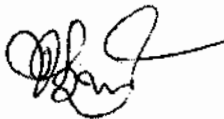
1.1.51 "Variable Charge/ cost" shall have meaning as specified in the Power Purchase Agreement.

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.

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

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

ARTICLE II

TERM OF THE AGREEMENT

2.1 Effectiveness

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

2.2 Agreement Period

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

ARTICLE III

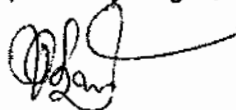
SUPPLY OF ENERGY

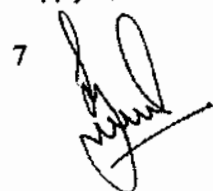
3.1 Supply of Energy

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

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

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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.

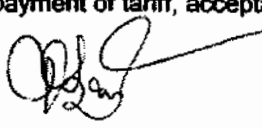
iii. The quantum of Net Power to be provided at Variable Cost, as defined in clause 3.1(i), as the case may be, will be computed on real time basis based on actual generation of the Plant. The quality of such power shall be firm power and at no time the Company shall be supplying such power less than 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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etc. The term of such power purchase agreement shall be for 20 (twenty) years from the commencement of supply of electricity.

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

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

ARTICLE IV

OBLIGATIONS

4.1 **Obligations of the Company**

4.1.1 **Financial Closure**

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

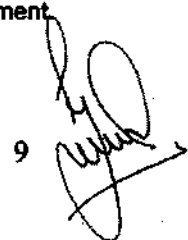
4.1.2 **Submission of progress report, Project related Agreements**

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

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Principal Secretary
Government of Chhattisgarh
Energy Department



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4.1.3 Wheeling

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

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

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

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

4.1.4 Statutory taxes, duties/cess

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

4.1.5 Amendments to Certain Project documents

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

4.1.6 Performance of obligation in PPA

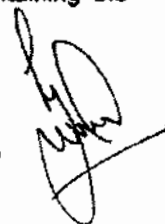
The Company shall perform its obligations arising under or in connection with the PPA in accordance with the terms thereof.

4.1.7 To provide all information required under Approvals

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



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4.1.8 Suitable manpower

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

4.1.9 Rehabilitation & Resettlement Plan

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

4.1.10 Environmental upgradation and Social upliftment

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

4.1.11 Regulations and Acts

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

4.1.12 Construction of the Project

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

4.1.13 Commercial Operation Date (COD)

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

4.1.14 Safety Measures

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

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4.1.15 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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ARTICLE VREPRESENTATIONS 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

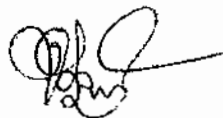
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Force Majeure Event shall mean any event or circumstances or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance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

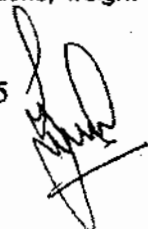
- i) is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- ii) the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums and money; and
- iii) has a materially 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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Principal Secretary
Government of Chhattisgarh
Energy Department



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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,

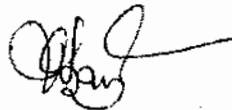
- (a) There shall be no Termination except as provided in Article VIII;
- (b) The date for achieving the specific obligations shall be extended by the period for which such Force Majeure shall subsist and the Agreement Period shall be extended accordingly; and
- (c) The Parties shall bear their respective 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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Energy Department



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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**

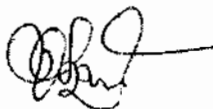
The occurrence of and continuation of any of the following events shall constitute "Government Event of Default" unless such an event occurs as a result of a Company Event of Default or due to a Force Majeure Event:

- (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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Principal Secretary
Government of Chhattisgarh
Energy Department



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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

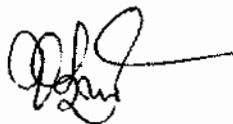
8.1 Termination

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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Principal Secretary
Government of Chhattisgarh
Energy Department




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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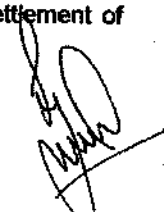


- (b) If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by authorised representatives of both the Parties within 30(thirty) working days after the date of receipt of the notice described in Clause 9.1 (a), the Provisions of Clause 9.2 shall 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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Government of Chhattisgarh
Energy Department

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



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




11.7 No Waiver

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

11.8 Exclusion of Implied Warranties

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

11.9 Counterparts

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

11.10 Assignment

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

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

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Principal Secretary
Government of Chhattisgarh
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.

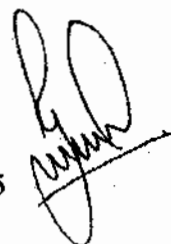
11.14 Expenses

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. Mishra
Principal Secretary
Government of Chhattisgarh
Energy Department




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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.

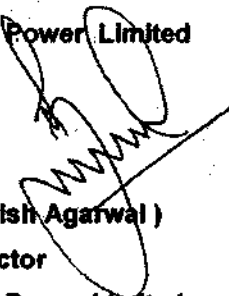
For and on behalf of
The Government of
Chhattisgarh


(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

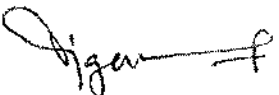
Witness :


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

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

1) 
IRFAN QURESHI
DCM (PR)
Dainik Bhaskar
Raipur

2) 
(M.S. Rahman)
Addl SE (U)
Energy Deptt.
C.O.C.A. Mahabaleswar
Raipur C.G.

2) 
AJAYA AGARWAL
ASML (E), CSPHCL
Raipur


2) 
MOHD. ZAKIR
Asstt. Manager
Dainik Bhaskar
Raipur

Annexure -1

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

Date of signing of Implementation Agreement or Effective Date 06.08.2009.

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


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


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Nilam.

POWER PURCHASE AGREEMENT

BETWEEN

M/s DB POWER LTD.

AND

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

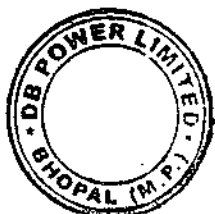
2 X 600 MW UNITS 1 & 2

05th January, 2011

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PPA between CSPTradeco & M/s DB Power Ltd.



| Page 2

Lab
Managing Director,
GSP TRAD CO, Raipur

LIST OF ABBREVIATIONS

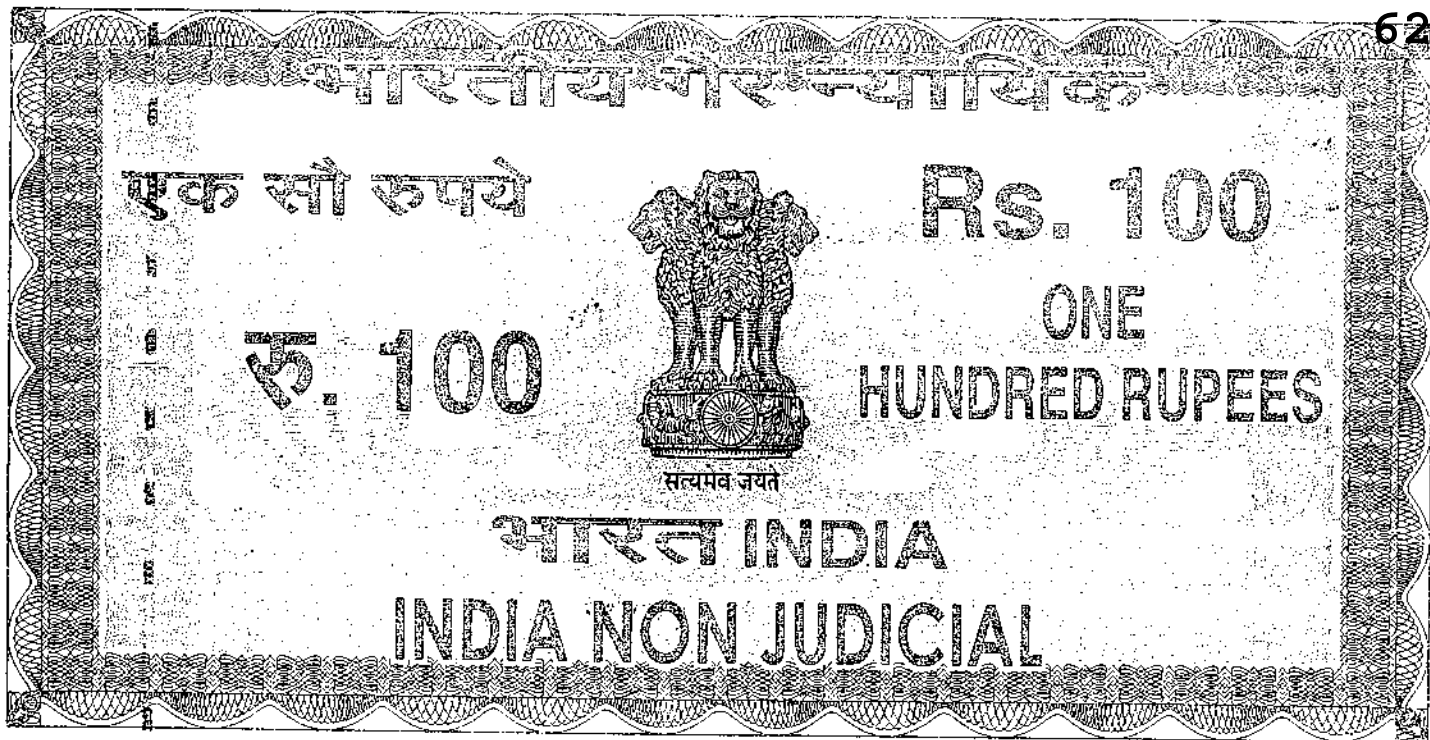
COD	Commercial Operation Date
CERC	Central Electricity Regulatory Commission
CSEB	Chhattisgarh State Electricity Board
CSERC / Commission	Chhattisgarh State Electricity Regulatory Commission
CSPDCL	Chhattisgarh State Power Distribution Company Limited
CSPGCL	Chhattisgarh State Power Generation Company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

PPA between CSPTradeco & M/s DB Power Ltd.

| Page 3



L. G. S.
Managing Director,
CSP TRAD CL, Raipur



छत्तीसगढ़ CHHATTISGARH

B 748038

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

BETWEEN

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

AND

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

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

PPA between CSPTadeco & M/s DB Power Ltd.

Page 4

Managing Director
CSPTCL, Raipur (CG)

क्रमांक 1332 दिनांक 1/1/2019 कोमत 100

नाम विवता श्री ० ली० पावर लि०

पिता/पति/पति रायपुर

भाग रायपुर रायपुर जिला रायपुर

प्राप्त मो० जमीन

कारण श्री ० एच० पावर डेवेलपमेण्ट लि० रायपुर

प्राप्त इलेक्ट्रिक लायिंग

श्री. डी. एच. पावर डेवेलपमेण्ट लि० रायपुर (महाराष्ट्र)

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.


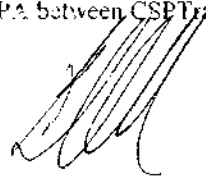
- d) Further, the Company is under an obligation to offer thirty percent (30 %) of the aggregate Capacity of the Power Station (as per IA) and the corresponding electrical energy at the bus-bar of Generating Station at the rate to be determined in accordance with CERC Regulations and approved by the 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;



Managing Director,
CSPT Trade Co. Raipur

- f) The Scheme has further authorised Chhattisgarh State Power Trading Company (CSPTradeco), 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;



Handwritten signature of the Managing Director of CSPT Tradeco & M/s DB Power Ltd.

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;

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

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

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

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

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

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

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

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

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

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

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

“**Contracted Power**” shall mean the sum of Contracted Capacity in percentage & Contracted Output in percentage of installed Capacity;

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

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

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

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

“**Delivery Point**” shall have the meaning ascribed to it under Article 4.5.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"GOCG" shall mean the State Government of Chhattisgarh;

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

"Grid System" shall mean the Central Transmission System;

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

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

"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 CSPTradeco;

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

Managing Director
CSPTRADERCO, Raipur

“**Outage Planning Process**” shall have the meaning as ascribed thereto in the Grid Code;

“**Planned Outage**” shall have the meaning as ascribed thereto in the Grid Code;

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

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

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

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

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

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

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

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

“**State**” shall mean the State of Chhattisgarh;

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

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



Managing Director,
 CSPT TRADE CO, Raipur

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

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

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

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

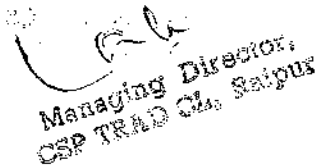
"Transmission System" shall mean the lines, sub-stations, communication, and other associated facilities and covers entire transmission system without any specific reference to any lines or sub-stations and will automatically cover all new additions, modifications, up gradation, augmentations and expansion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

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

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

2. ARTICLE 2: AMENDMENT

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

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3. ARTICLE 3: TERM OF THE AGREEMENT

3.1 Effective Date and Term of Agreement:

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

3.2 Conditions Precedent :

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

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

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

3.3 Right to Terminate:

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




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

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

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

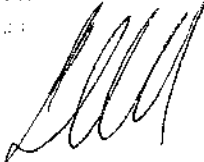
3.3.2 Satisfaction of Conditions Precedent by the CSPTradeco:

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

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

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

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



[Signature]
Managing Director,
CSP TRADECO, Raigam

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

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

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

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

3.4 Extension of Term:

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

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

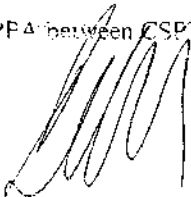
3.5 Early Termination


This Agreement shall terminate before the Expiry Date;

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

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
M/s DB Power

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

4.1 Obligation of CSPTradeco

4.1.1 The CSPTradeco shall be responsible for:

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

4.2 Obligation of Company

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

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



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- (ii) Obtaining and maintaining in full force and effect all consents required by it pursuant to this Agreement and Indian Law;
- (iii) Making available the Contracted Output and the Contracted Capacity through the use of Prudent Utility Practices reliably to meet the CSPTradeco'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.

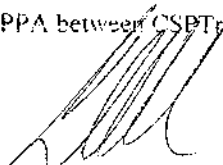
4.2.5 Revised Scheduled COD:

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 GOCC. 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.

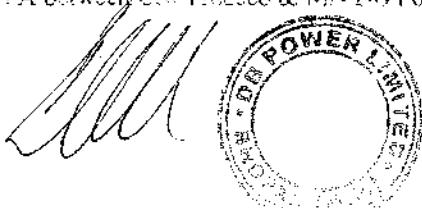
Managing Director,
CSP TRAD CO., Raipur

4.7 Non performance of obligation

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

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

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

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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:


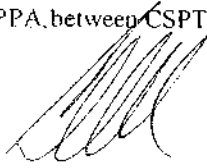
5.4.1 The Parties herein agree that the issues relating to interconnection, evacuation, transmission facilities and issues related to inter-utility metering, and coordination with the Grid System will be decided and settled between the Parties mutually or as

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 Managing Director,
 CSPT 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:

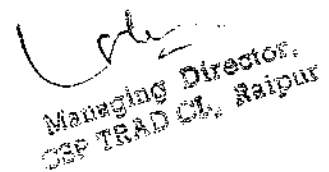
- 6.4.1 The Parties agree that the installation, sealing, inspection, calibration, maintenance and testing of meters shall be in accordance with the relevant clauses of the Metering Code.

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



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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 Main 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:

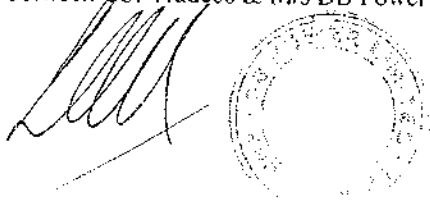
7.1.2 Both the Parties agree that the Tariff for supply of Contracted Power to CSPTadeco from the Generating Station of the Company under this Agreement shall be determined in accordance with CERC Regulations from time to time as per the provisions of Schedule I attached to this Agreement and approved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


7.1.3 In case the Tariff is not determined prior to the commencement of commercial operation of the first generating Unit or the Power Station, as the case may be, the Parties agree to jointly work out an ad-hoc tariff based on the CERC's tariff regulation for the applicable period. Based on the ad-hoc tariff, the 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.




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, CSPTadeco 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 CSPTadeco 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 CSPTadeco. The Bills shall be raised in the name of Designated Officer of CSPTadeco.

(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.

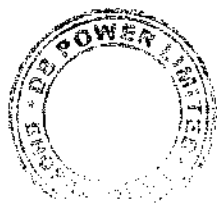
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CSP TRAD CO

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 CSPTradeco shall be eligible for a Rebate of two percent (2%) of the amount of Bill in case of any Bill paid by it to the Company through any mode of payment within seven (7) Business Days of Billing Date. In case of Bills paid by CSPTradeco after seven (7) Business Days of Billing Date but prior to the Due Date, CSP Tradeco shall be entitled for a Rebate of one percent (1%). Such Rebate shall be deducted from the amount of the Bill by CSPTradeco at the time of payment and the payment shall be made to the Company accordingly.
- 8.4.2 In case the payment of Bills is delayed by CSPTradeco beyond a period of thirty (30) days from the Due Date, a Late Payment Surcharge, at the rate of one point two five percent (1.25%) per month or part thereof, on the outstanding amount for the period of delay shall be levied by the Company on CSPTradeco and such Late Payment Surcharge shall be payable by CSPTradeco to the Company in addition to the unpaid amount.

8.5 Disputed Bill:

- 8.5.1 If a Party does not dispute a Bill, raised by the other Party within thirty (30) days of receiving it, such Bill shall be taken as conclusive.
- 8.5.2 If a Party disputes the amount payable under a Monthly Bill or a Supplementary Bill; that Party shall, within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
- i) Details of the disputed amount; its estimate of what the correct amount should be; and
 - ii) All written material in support of its claim.
- 8.5.3 If the invoicing Party agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 8.5.2, the invoicing Party shall revise such Bill within seven (7) days of receiving such notice and if the disputing Party has already made the excess payment, refund to the disputing Party such excess amount within fifteen (15) days of receiving such notice.
- 8.5.4 If the invoicing Party does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 8.5.2, it shall, within fifteen (15) days of receiving the bill dispute notice, furnish a notice to the disputing Party providing:
- i) Reasons for its disagreement;

Managing Director:
CSP TRADECO, 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.

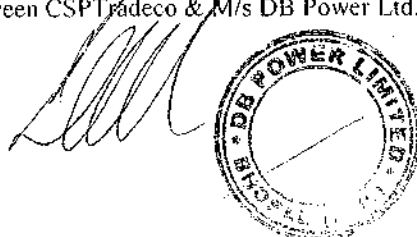
Transmission charges and transmission losses as applicable to the Generator in accordance with the CERC Regulations shall be borne by the CSPTradeco in addition to the transmission charges and losses applicable beyond Delivery Point.




9. ARTICLE 9: PAYMENT SECURITY MECHANISM:

9.1 Letter of Credit:

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



Managing Director,
CSPTRADECO, Raipur

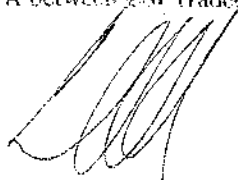
Third Party Sales on default:

- 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 handwritten signature or initials in the bottom right corner of the page.

- (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;

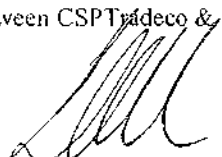
(d) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(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.



Loth
Managing Director,
CSPT TRAD Co., 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.

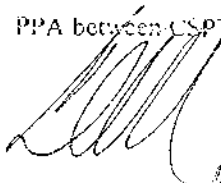

10.3 Available Relief for a Force Majeure Event

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.

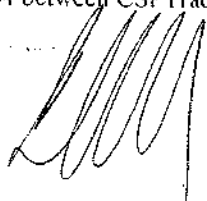
11. ARTICLE 11: ASSIGNMENTS AND SUCCESSION

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.

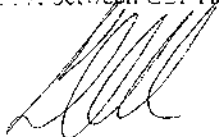
(ii) This PPA shall be substituted by new power purchase agreement(s) between the successor entities for the capacity allocation as set out in such scheme for reorganisation.




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:

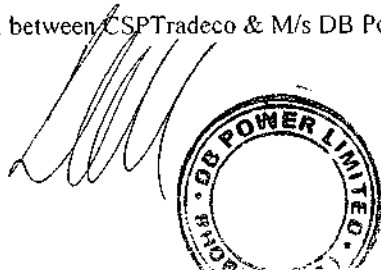
- (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any Law, statute, decree, ordinance or other law, regulation, code or rule by any Indian Governmental Instrumentality or a change in its interpretation of any Law by a Competent Court of Law, tribunal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

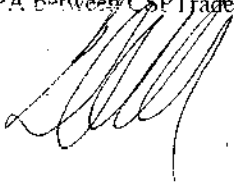
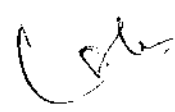
13.2.1 As a result of Change in Law, the compensation for any increase/decrease in revenues or cost to the Company shall be determined and effective (adjustment in monthly Tariff) from such date, as mutually decided, shall be payable subject to rights of appeal provided under applicable Law. Provided 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.



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

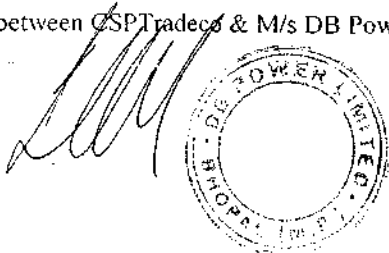
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14. ARTICLE 14: EVENT OF DEFAULT AND TERMINATION

14.1 Company Event of Default

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

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



[Handwritten Signature]
 Managing Director,
 CSP TRAD 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 CSPTradeco Event of Default;
- ii) CSPTradeco, in case of Company Event of Default
- iii) Either Party if it is affected by a Force Majeure Event and is unable to perform any obligations required to be performed under this Agreement due to Force Majeure for a continuous period of 18 months; or
- iv) The Company, in the event of enactment of any law or regulation or any subsequent act of any Governmental Instrumentality which makes the performance of this Agreement impossible for it.

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

Managing Director,
CSPTRAD 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:

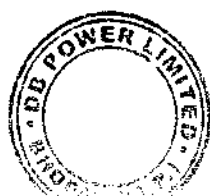
Such amount shall be paid within thirty (30) days of termination of this Agreement.

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

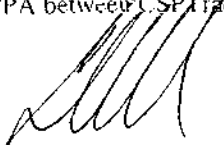
- 15.1.1** Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement including its existence or validity or termination (collectively called "Dispute") by giving a written notice to the other Party, containing a description 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 TRADE 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.

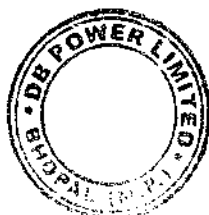
16.4 Severability

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,
GSPTRAD 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 CSPTradeco both affirm that:

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

16.12 Notices

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

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

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

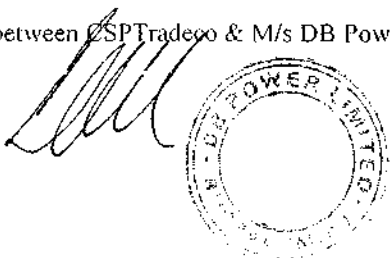
Address : G-3A/4-6, Kamanwala Chambers,
New Udyog Mandir-2, Mogul lane,
Mahim (West),
Mumbai-400016.

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

Email : rk.gupta@dbpower.in

Fax. No. : 022-39804793

Telephone No. : 022-39888840



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

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Managing Direc
CSPTRAD CO, Rajpu

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.

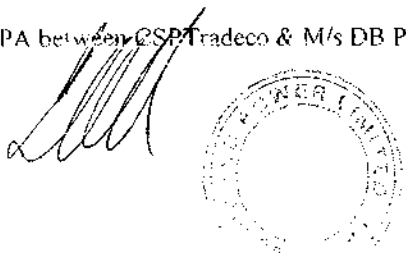
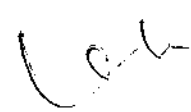
16.14 Remedies

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.

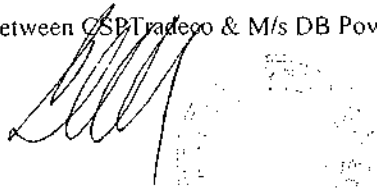
Provided that:

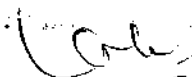
- (i) an entity shall qualify as an "Affiliate" of the Party if it, directly or indirectly, controls, is controlled by or is under common control of such Party; the term "control" meaning ownership of more than fifty percent (50%) of the equity share capital or voting rights of such Party or the power 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.

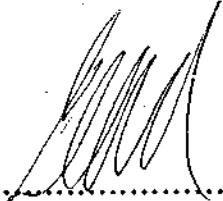


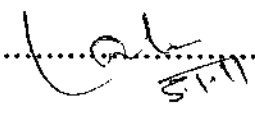

 Managing Director,
 CSP TRAD CO., Raipur

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.

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


.....
Signature


.....
Signature

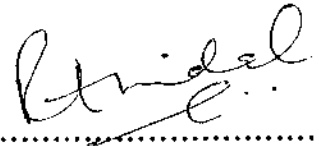
(Name: Irfan Quareshi
Designation: General Manager
For, DB POWER LIMITED
Seal:


(Name: V.K.SHRIVASTAV
Designation: Managing Director
Seal: *Managing Director*
CSPTCL; Raipur (CG)


Authorized Signatory

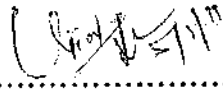
In the presence of:
Witness :

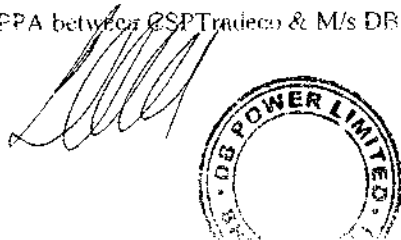
In the presence of:
Witness :


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


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


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


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

Managing Director
SPT Radco

- (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:

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

where:

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

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

IC is the Installed Capacity of the Project.

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

2.4. Monthly Capacity Charge formula:

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

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

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

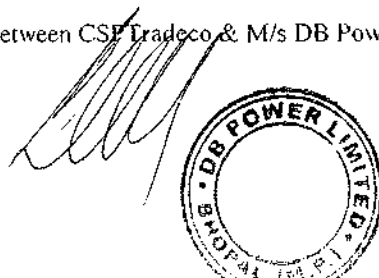
PAFM = Plant availability factor achieved during the month, in percent

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 CSE Tradeco. The stamp contains the text 'CSE TRADE CO. RAJ'.

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

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

IC = Installed Capacity (in MW) of the Project

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

2.6 Monthly Capacity Charge payable by CSPTradeco:

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

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

3.1 Monthly Energy Charge

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

$$EC_m = ECR_m * SE_m$$

Where,

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

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

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

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

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

Where,

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

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

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

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

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

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

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

3.3 **Landed Cost of Coal**

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



Lab.
Managing Director,
CSP Ltd., Raipur



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:** cecomceb@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 CSPTrdCL 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. (CSPTrdCL) under the long term Power Purchase Agreement (PPA) dated 05.01.2011 entered into between M/s DB Power Ltd. and CSPTrdCL. 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 CSPTrdCL 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 CSPTrdCL throughout the life time of the said TPP.

It is further certified that the afore-mentioned 5% power being supplied to CSPTrdCL 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 CSPTdCL against Power Purchase Agreements executed by CSPTdCL 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 CSPTdCL 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 CSPTdCL 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 CSPTdCL 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 CSPTdCL during the month of April 2019 and onwards.

Enclosure: Relevant page of Tariff order

Chief Engineer (Tech. Cell)
CSPTdCL, 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 'CSEERC 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
a	NTPC	14393.86	4422.93	3.07	12,384.77	4,050.67	3.27	10,446.12	3,238.56	3.10
b	NTPC - SAIL (NSPCL)	323.65	131.42	4.06	297.95	99.12	3.33	297.95	99.12	3.33
c	NPCIL	790.10	226.41	2.87	303.97	93.30	3.07	303.97	93.30	3.07
d	Others	183.16	61.32	3.35	13.95	2.87	2.05	13.95	-	-
e	Thermal Bundled Power	-	-	-	-	-	-	163.81	50.36	3.07
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
a	CSPGCL - Thermal	14034.46	3838.32	2.73	20,218.95	6,505.86	3.22	19773.66	6229.65	3.15
b	CSPGCL - Renewables	96.92	45.51	4.70	373.13	65.36	1.75	73.09	26.63	3.64
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
a	Biomass	1159.16	637.54	5.50	897.91	558.50	6.22	602.62	368.83	6.12
b	Solar	321.72	209.12	6.50	348.34	223.63	6.42	311.89	166.62	5.34
c	Hydel/Other RE	493.76	246.88	5.00	110.91	42.70	3.85	177.44	78.72	4.44
d	Solar & Non-Solar RECs	-	-	-	-	228.27	-	-	158.44	-

19	GCV of Imported coal as per bill of Coal company	kcal/kg	-	-	-	-	-	-	-	-	-	-	-	-
20	Weighted average GCV of coal as billed	kcal/kg	-	-	-	-	-	-	-	-	-	-	-	-
21	GCV of Domestic coal as received at station	kcal/kg	3,065	3,083	2,875	2,838	2,685	2,885	4,009	3,294	3,163	3,180	3,053	2,952
22	GCV of Imported Coal as received at Station	kcal/kg	-	-	-	-	-	-	-	-	-	-	-	-
23	Weighted Average GCV of Coal as received	kcal/kg	3,065	3,083	2,875	2,838	2,685	2,885	4,009	3,294	3,163	3,180	3,053	2,952
24	Gross Calorific value of Primary Fuel (CVPF) - As Fired	kcal/kg	2,915	2,933	2,725	2,688	2,535	2,735	3,859	3,144	3,013	3,030	2,903	2,802
25	Normative Gross Station Heat Rate (GHR)	kcal/kg	2,375	2,375	2,375	2,375	2,375	2,375	2,375	2,375	2,375	2,375	2,375	2,375
26	Normative Auxiliary Energy Consumption (AUX)	%	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25
27	Normative Specific Fuel Consumption (SFC)	ml/kwh	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
28	Calorific value of Secondary Fuel (CVSF)	kcal/ml	10	10	10	10	10	10	10	10	10	10	10	10
29	Weighted Average Landed Price of Secondary Fuel (LPSFi)	Rs/ml	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	-	-	0.05
30	Energy Charge Rate (ECR)	Rs/KWh	3.031	2.904	2.947	3.136	3.579	3.152	3.430	3.201	3.019	2.972	2.736	2.557

Attachment-3

PERFORMANCE GUARANTEE SCHEDULE

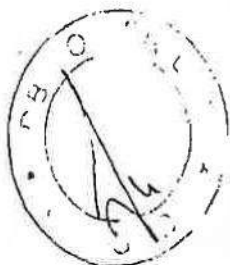
BHEL hereby confirms only the following Guarantees

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



**DESIGN PARAMETERS**

The proposed steam generating unit and its auxiliaries are designed for the following parameters:

1. Boiler parameters:

	UNIT	100% BMCR	100% TMCR (600MW)
Main Steam			
Steam flow at SHO	t/hr	1950.0	1798.2
Steam pressure at SHO	kg/Sq Cm(g)	178.0	176.7
Steam temperature at SHO	deg C	540	540
Reheat Steam			
Reheat steam flow	t/hr	1665.7	1595.9
Steam pressure at RHI	kg/Sq Cm(g)	45.10	43.24
Steam temperature at RHI	deg C	338.6	338.2
Steam pressure at RHO	kg/Sq Cm(g)	42.46	40.71
Steam temperature at RHO	deg C	540	540
Feed Water			
Feed water temperature at economiser inlet	deg C	254.6	253.7



024

Annexure P-9:- Month wise details of coal procurement including coal procured through e-auction

Unit- MT

Month	Opening Stock		Coal Receipt		coal consumption		Cl. Stock	
	Linkage	Auction	Linkage	Auction	Linkage	Auction	Linkage	Auction
Apr -19	16,201	2,84,988	1,46,673	2,31,439	1,62,874	2,65,911	0	2,50,516
May -19	0	2,50,516	1,27,777	2,20,387	1,27,775	3,40,907	2	1,29,996
June -19	2	1,29,996	1,49,783	2,41,480	1,49,784	3,32,579	1	38,897
July -19	1	38,897	1,50,939	2,60,544	1,50,704	2,39,905	235	59,536
Aug -19	235	59,536	1,08,668	2,41,484	1,08,748	2,27,570	155	73,450
Sept -19	155	73,450	1,30,819	2,47,924	1,30,962	2,15,162	12	1,06,212
Oct-19	12	1,06,212	1,15,037	1,54,934	1,15,047	1,68,703	2	92,443
Nov-19	2	92,443	1,00,236	1,18,057	1,00,058	1,81,049	180	29,451
Dec-19	180	29,451	1,14,841	2,84,916	1,15,011	1,96,823	10	1,17,543
Jan-20	10	1,17,543	1,75,784	3,44,469	1,71,575	2,42,507	4,219	2,19,506
Feb-20	4,219	2,19,506	1,81,453	2,68,885	1,85,671	2,50,707	1	2,37,684
Mar-20	1	2,37,684	2,80,799	2,01,260	2,29,580	1,93,555	51,219.35	2,45,389.04

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Apr-19	3,01,189	2,496	11,984	-	3,15,669	7,965	7,814	15,779	2,99,890	3,308	3,308
2-Apr-19	2,99,890	3,623	10,847	-	3,14,360	8,080	8,106	16,186	2,98,174	3,012	3,012
3-Apr-19	2,98,174	9,606	5,291	-	3,13,071	7,904	7,768	15,672	2,97,399	3,277	3,277
4-Apr-19	2,97,399	8,660	3,689	-	3,09,749	8,302	8,095	16,397	2,93,352	3,386	3,386
5-Apr-19	2,93,352	10,341	3,666	-	3,07,358	7,928	9,204	17,132	2,90,226	2,888	2,888
6-Apr-19	2,90,226	10,324	3,935	-	3,04,485	7,835	8,412	16,247	2,88,238	3,016	3,016
7-Apr-19	2,88,238	9,845	4,102	-	3,02,185	6,491	6,692	13,183	2,89,002	3,323	3,323
8-Apr-19	2,89,002	5,979	5,409	-	3,00,390	6,649	6,668	13,317	2,87,073	3,329	3,329
9-Apr-19	2,87,073	3,012	5,756	-	2,95,841	6,556	6,883	13,439	2,82,402	3,508	3,508
10-Apr-19	2,82,402	7,354	7,728	-	2,97,484	6,552	6,342	12,894	2,84,590	3,737	3,737
11-Apr-19	2,84,590	9,892	9,073	-	3,03,555	7,262	6,991	14,253	2,89,302	3,429	3,429
12-Apr-19	2,89,302	8,377	8,715	-	3,06,395	7,705	7,463	15,168	2,91,227	3,426	3,426
13-Apr-19	2,91,227	284	8,894	-	3,00,405	8,406	7,652	16,058	2,84,347	3,204	3,204
14-Apr-19	2,84,347	3,923	11,644	-	2,99,914	7,835	7,817	15,652	2,84,262	3,274	3,274
15-Apr-19	2,84,262	3,858	11,302	-	2,99,422	7,766	7,921	15,687	2,83,735	3,127	3,127
16-Apr-19	2,83,735	180	8,844	-	2,92,759	-	7,107	7,107	2,85,652	3,069	3,069
17-Apr-19	2,85,652	4,187	8,022	-	2,97,861	14,302	7,190	21,492	2,76,369	3,176	3,176
18-Apr-19	2,76,369	-	6,846	-	2,83,215	7,565	7,788	15,353	2,67,862	3,148	3,148
19-Apr-19	2,67,862	-	11,144	-	2,79,006	6,994	7,290	14,284	2,64,722	3,190	3,190
20-Apr-19	2,64,722	1,242	7,691	-	2,73,656	6,451	7,715	14,166	2,59,490	3,113	3,113
21-Apr-19	2,59,490	2,507	9,145	-	2,71,142	6,318	6,507	12,825	2,58,317	3,136	3,136
22-Apr-19	2,58,317	6,586	9,265	-	2,74,168	6,774	7,278	14,052	2,60,116	3,272	3,272
23-Apr-19	2,60,116	4,070	8,728	-	2,72,914	7,056	7,463	14,519	2,58,395	3,279	3,279
24-Apr-19	2,58,395	-	11,522	-	2,69,916	7,304	7,756	15,060	2,54,856	3,228	3,228
25-Apr-19	2,54,856	4,097	11,814	-	2,70,767	7,661	8,325	15,986	2,54,781	3,129	3,129
26-Apr-19	2,54,781	4,989	8,548	-	2,68,318	8,033	8,465	16,498	2,51,820	3,202	3,202
27-Apr-19	2,51,820	6,742	5,691	-	2,64,253	10,278	435	10,713	2,53,540	3,178	3,178
28-Apr-19	2,53,540	7,348	3,755	-	2,64,643	9,314	-	9,314	2,55,329	3,293	3,293
29-Apr-19	2,55,329	5,906	3,429	-	2,64,663	9,804	-	9,804	2,54,859	3,183	3,183
30-Apr-19	2,54,859	1,245	4,960	-	2,61,065	10,548	-	10,548	2,50,517	3,085	3,085
Total - April'9		1,46,673	2,31,439			2,31,638	1,97,147	4,28,785			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-May-19	2,50,517	4,211	10,017	-	2,64,744	9,971	-	9,971	2,54,773	3,163	3,163
2-May-19	2,54,773	7,818	8,018	-	2,70,609	9,564	3,272	12,836	2,57,773	2,974	2,974
3-May-19	2,57,773	3,866	7,758	-	2,69,397	7,055	7,546	14,601	2,54,796	3,159	3,159
4-May-19	2,54,796	7,626	12,465	-	2,74,888	7,551	7,653	15,204	2,59,684	3,239	3,239
5-May-19	2,59,684	-	8,858	-	2,68,541	6,649	7,036	13,685	2,54,856	3,225	3,225
6-May-19	2,54,856	3,979	5,862	-	2,64,698	7,586	7,709	15,295	2,49,403	3,158	3,158
7-May-19	2,49,403	3,981	6,931	-	2,60,315	7,276	6,844	14,120	2,46,195	3,305	3,305
8-May-19	2,46,195	-	5,096	-	2,51,291	7,332	7,510	14,842	2,36,449	3,215	3,215
9-May-19	2,36,449	4,018	7,309	-	2,47,775	7,356	7,064	14,420	2,33,355	3,383	3,383
10-May-19	2,33,355	3,930	7,584	-	2,44,869	7,462	7,494	14,956	2,29,913	3,277	3,277
11-May-19	2,29,913	3,876	9,439	-	2,43,227	7,495	7,515	15,010	2,28,217	3,312	3,312
12-May-19	2,28,217	3,701	6,567	-	2,38,486	7,383	7,338	14,721	2,23,765	3,169	3,169
13-May-19	2,23,765	3,236	7,597	-	2,34,599	7,418	7,532	14,950	2,19,649	3,366	3,366
14-May-19	2,19,649	4,005	9,723	-	2,33,376	8,255	8,612	16,867	2,16,509	3,121	3,121
15-May-19	2,16,509	-	10,300	-	2,26,808	8,287	8,194	16,481	2,10,327	3,267	3,267
16-May-19	2,10,327	4,154	10,641	-	2,25,123	7,757	7,767	15,524	2,09,599	3,317	3,317
17-May-19	2,09,599	4,947	6,956	-	2,21,502	7,599	8,500	16,099	2,05,403	3,132	3,132
18-May-19	2,05,403	678	2,285	-	2,08,365	7,949	8,291	16,240	1,92,125	3,167	3,167
19-May-19	1,92,125	5,493	3,988	-	2,01,606	8,137	8,044	16,181	1,85,425	3,215	3,215
20-May-19	1,85,425	5,286	4,070	-	1,94,780	9,006	8,845	17,851	1,76,929	3,348	3,348
21-May-19	1,76,929	2,328	5,881	-	1,85,138	1,768	10,463	12,231	1,72,907	3,317	3,317
22-May-19	1,72,907	5,726	4,911	-	1,83,543	6,980	8,807	15,787	1,67,756	3,085	3,085
23-May-19	1,67,756	5,645	5,717	-	1,79,118	9,071	9,255	18,326	1,60,792	3,050	3,050
24-May-19	1,60,792	6,798	7,458	-	1,75,048	8,292	8,549	16,841	1,58,207	3,458	3,458
25-May-19	1,58,207	5,775	8,448	-	1,72,429	7,856	8,297	16,153	1,56,276	3,321	3,321
26-May-19	1,56,276	1,356	7,192	-	1,64,824	7,400	8,020	15,420	1,49,404	3,279	3,279
27-May-19	1,49,404	5,541	6,763	-	1,61,708	7,858	8,783	16,641	1,45,067	3,122	3,122
28-May-19	1,45,067	1,690	4,861	-	1,51,617	8,678	8,834	17,512	1,34,105	3,167	3,167
29-May-19	1,34,105	5,550	6,689	-	1,46,345	9,479	7,463	16,942	1,29,403	3,064	3,064
30-May-19	1,29,403	5,384	5,638	-	1,40,425	10,323	12	10,335	1,30,090	3,096	3,096
31-May-19	1,30,090	7,179	5,370	-	1,42,638	10,350	2,290	12,640	1,29,998	3,034	3,034
Total - May'19		1,27,777	2,20,387			2,45,143	2,23,539	4,68,682			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Jun-19	1,29,998	5,810	6,225	-	1,42,032	7,677	8,107	15,784	1,26,248	2,937	2,937
2-Jun-19	1,26,248	5,013	5,405	-	1,36,666	5,640	7,883	13,523	1,23,143	3,109	3,109
3-Jun-19	1,23,143	4,804	5,259	-	1,33,206	7,113	7,259	14,372	1,18,834	3,134	3,134
4-Jun-19	1,18,834	1,585	5,351	-	1,25,770	6,907	6,939	13,846	1,11,924	3,302	3,302
5-Jun-19	1,11,924	2,148	6,428	-	1,20,499	7,607	7,286	14,893	1,05,606	3,203	3,203
6-Jun-19	1,05,606	5,833	6,597	-	1,18,036	7,400	7,492	14,892	1,03,144	3,252	3,252
7-Jun-19	1,03,144	5,786	7,147	-	1,16,078	8,077	7,978	16,055	1,00,023	3,312	3,312
8-Jun-19	1,00,023	11,128	7,404	-	1,18,554	7,460	7,422	14,882	1,03,672	3,373	3,373
9-Jun-19	1,03,672	6,138	8,339	-	1,18,149	7,094	7,630	14,724	1,03,425	3,164	3,164
10-Jun-19	1,03,425	2,006	8,998	-	1,14,429	7,895	7,964	15,859	98,570	3,358	3,358
11-Jun-19	98,570	3,891	9,503	-	1,11,964	9,528	9,365	18,893	93,071	3,343	3,343
12-Jun-19	93,071	11,149	6,370	-	1,10,590	7,831	7,445	15,276	95,314	3,281	3,281
13-Jun-19	95,314	8,366	7,118	-	1,10,798	7,914	8,006	15,920	94,878	3,125	3,125
14-Jun-19	94,878	7,803	2,403	-	1,05,085	7,827	7,847	15,674	89,411	3,279	3,279
15-Jun-19	89,411	6,451	3,647	-	99,508	6,896	7,389	14,285	85,223	3,370	3,370
16-Jun-19	85,223	6,088	9,976	-	1,01,287	7,414	7,491	14,905	86,382	3,420	3,420
17-Jun-19	86,382	4,722	4,900	-	96,004	7,272	7,849	15,121	80,883	3,370	3,370
18-Jun-19	80,883	5,659	8,782	-	95,324	7,290	7,531	14,821	80,503	3,183	3,183
19-Jun-19	80,503	2,738	13,074	-	96,315	7,384	7,443	14,827	81,488	3,342	3,342
20-Jun-19	81,488	5,846	6,755	-	94,089	8,863	8,846	17,709	76,380	3,304	3,304
21-Jun-19	76,380	1,974	4,884	-	83,238	7,691	8,101	15,792	67,446	3,350	3,350
22-Jun-19	67,446	5,293	13,940	-	86,678	9,213	8,628	17,841	68,837	2,998	2,998
23-Jun-19	68,837	4,518	10,591	-	83,947	8,224	8,227	16,451	67,496	3,124	3,124
24-Jun-19	67,496	4,258	9,667	-	81,421	9,404	10,086	19,490	61,931	2,875	2,875
25-Jun-19	61,931	5,157	10,624	-	77,712	9,218	10,038	19,256	58,456	2,868	2,868
26-Jun-19	58,456	4,805	7,758	-	71,019	8,289	9,221	17,510	53,509	3,302	3,302
27-Jun-19	53,509	621	11,995	-	66,125	8,457	8,730	17,187	48,938	3,000	3,000
28-Jun-19	48,938	964	13,570	-	63,472	9,531	9,500	19,031	44,441	3,015	3,015
29-Jun-19	44,441	4,898	10,056	-	59,395	9,106	8,855	17,961	41,434	2,750	2,750
30-Jun-19	41,434	4,332	8,715	-	54,481	7,641	7,942	15,583	38,898	3,224	3,224
Total June'19		1,49,783	2,41,480			2,37,863	2,44,500	4,82,363			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Jul-19	38,898	7,620	10,789	-	57,306	6,834	7,735	14,569	42,737	3,270	3,270
2-Jul-19	42,737	4,975	8,209	-	55,922	6,277	7,924	14,201	41,721	3,265	3,265
3-Jul-19	41,721	5,288	7,667	-	54,676	1,451	10,382	11,833	42,843	3,058	3,058
4-Jul-19	42,843	5,953	6,921	-	55,717	7,522	8,528	16,050	39,667	3,054	3,054
5-Jul-19	39,667	2,580	4,244	-	46,491	8,188	8,209	16,397	30,094	3,253	3,253
6-Jul-19	30,094	4,283	5,115	-	39,492	8,332	8,409	16,741	22,751	3,277	3,277
7-Jul-19	22,751	6,970	9,497	-	39,218	7,151	6,859	14,010	25,208	3,385	3,385
8-Jul-19	25,208	7,312	8,858	-	41,379	7,280	7,158	14,438	26,941	3,302	3,302
9-Jul-19	26,941	3,536	7,082	-	37,558	7,661	7,709	15,370	22,188	3,334	3,334
10-Jul-19	22,188	6,998	13,021	-	42,206	7,777	7,488	15,265	26,941	3,463	3,463
11-Jul-19	26,941	5,481	12,573	-	44,995	8,141	8,205	16,346	28,649	3,070	3,070
12-Jul-19	28,649	8,240	8,387	-	45,276	8,954	8,976	17,930	27,346	3,105	3,105
13-Jul-19	27,346	8,962	9,300	-	45,607	8,330	8,272	16,602	29,005	3,497	3,497
14-Jul-19	29,005	3,066	8,537	-	40,608	254	9,953	10,207	30,401	3,253	3,253
15-Jul-19	30,401	7,291	14,876	-	52,567	-	8,962	8,962	43,605	3,037	3,037
16-Jul-19	43,605	2,090	12,894	-	58,590	-	8,997	8,997	49,593	2,796	2,796
17-Jul-19	49,593	7,543	7,022	-	64,157	4,262	9,586	13,848	50,309	2,863	2,863
18-Jul-19	50,309	5,163	6,162	-	61,634	10,162	10,232	20,394	41,240	2,948	2,948
19-Jul-19	41,240	749	6,585	-	48,575	10,449	10,708	21,157	27,418	3,178	3,178
20-Jul-19	27,418	4,714	5,732	-	37,865	8,698	8,252	16,950	20,915	3,311	3,311
21-Jul-19	20,915	3,851	4,941	-	29,706	418	9,736	10,154	19,552	3,266	3,266
22-Jul-19	19,552	4,666	4,910	-	29,127	-	9,730	9,730	19,397	3,233	3,233
23-Jul-19	19,397	5,461	5,698	-	30,556	-	8,281	8,281	22,275	3,310	3,310
24-Jul-19	22,275	1,438	6,082	-	29,795	-	8,047	8,047	21,748	3,355	3,355
25-Jul-19	21,748	5,037	7,936	-	34,721	-	7,167	7,167	27,554	3,244	3,244
26-Jul-19	27,554	1,299	7,270	-	36,124	-	8,110	8,110	28,014	3,176	3,176
27-Jul-19	28,014	5,090	9,878	-	42,982	-	7,421	7,421	35,561	3,193	3,193
28-Jul-19	35,561	1,301	15,383	-	52,245	-	7,198	7,198	45,047	3,092	3,092
29-Jul-19	45,047	4,397	6,550	-	55,994	-	7,555	7,555	48,439	2,899	2,899
30-Jul-19	48,439	4,393	9,343	-	62,176	-	8,265	8,265	53,911	2,914	2,914
31-Jul-19	53,911	5,193	9,082	-	68,185	-	8,414	8,414	59,771	2,927	2,927
Toyal-July'19		1,50,939	2,60,544				2,62,468	3,90,609			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Aug-19	59,771	469	12,943	-	73,183	-	7,731	7,731	65,452	2,800	2,800
2-Aug-19	65,452	8,818	13,835	-	88,105	-	8,321	8,321	79,784	2,933	2,933
3-Aug-19	79,784	5,013	10,416	-	95,213	-	9,601	9,601	85,612	2,541	2,541
4-Aug-19	85,612	1,211	6,003	-	92,826	-	8,568	8,568	84,258	2,616	2,616
5-Aug-19	84,258	845	7,377	-	92,480	-	9,225	9,225	83,255	2,724	2,724
6-Aug-19	83,255	963	7,251	-	91,469	-	7,920	7,920	83,549	2,657	2,657
7-Aug-19	83,549	843	11,484	-	95,876	-	8,350	8,350	87,526	2,713	2,713
8-Aug-19	87,526	4,990	4,846	-	97,362	-	9,011	9,011	88,351	2,635	2,635
9-Aug-19	88,351	1,099	6,259	-	95,708	-	8,365	8,365	87,343	2,661	2,661
10-Aug-19	87,343	5,984	3,784	-	97,111	-	7,210	7,210	89,901	2,742	2,742
11-Aug-19	89,901	4,397	4,376	-	98,675	-	8,507	8,507	90,168	3,095	3,095
12-Aug-19	90,168	1,892	5,115	-	97,174	-	8,238	8,238	88,936	3,032	3,032
13-Aug-19	88,936	2,094	5,030	-	96,059	-	8,612	8,612	87,447	2,889	2,889
14-Aug-19	87,447	7,158	3,732	-	98,338	-	7,923	7,923	90,415	2,807	2,807
15-Aug-19	90,415	5,914	6,557	-	1,02,886	-	8,232	8,232	94,654	2,797	2,797
16-Aug-19	94,654	699	11,444	-	1,06,797	-	6,832	6,832	99,965	2,820	2,820
17-Aug-19	99,965	4,131	10,185	-	1,14,281	-	7,520	7,520	1,06,761	2,799	2,799
18-Aug-19	1,06,761	1,250	8,912	-	1,16,924	-	7,295	7,295	1,09,629	3,101	3,101
19-Aug-19	1,09,629	4,856	3,083	-	1,17,568	-	8,090	8,090	1,09,478	2,945	2,945
20-Aug-19	1,09,478	842	4,664	-	1,14,983	1,079	8,629	9,708	1,05,275	2,900	2,900
21-Aug-19	1,05,275	4,361	7,664	-	1,17,301	-	9,161	9,161	1,08,140	3,339	3,339
22-Aug-19	1,08,140	4,895	7,098	-	1,20,133	1,442	8,439	9,881	1,10,252	3,289	3,289
23-Aug-19	1,10,252	4,890	9,412	-	1,24,554	8,179	9,514	17,693	1,06,861	3,057	3,057
24-Aug-19	1,06,861	975	11,426	-	1,19,262	6,952	7,218	14,170	1,05,092	3,174	3,174
25-Aug-19	1,05,092	4,523	9,907	-	1,19,522	7,146	6,877	14,023	1,05,499	2,853	2,853
26-Aug-19	1,05,499	4,862	17,565	-	1,27,926	8,930	8,196	17,126	1,10,800	3,080	3,080
27-Aug-19	1,10,800	4,621	11,805	-	1,27,226	7,755	9,945	17,700	1,09,526	2,722	2,722
28-Aug-19	1,09,526	4,209	7,978	-	1,21,713	8,722	9,893	18,615	1,03,098	2,814	2,814
29-Aug-19	1,03,098	1,565	6,922	-	1,11,584	8,821	9,038	17,859	93,725	3,362	3,362
30-Aug-19	93,725	8,857	763	-	1,03,345	9,265	9,602	18,867	84,478	3,316	3,316
31-Aug-19	84,478	1,440	3,651	-	89,569	7,980	7,984	15,964	73,605	3,319	3,319
Total-Aug'19		1,08,668	2,41,484			76,271	2,60,047	3,36,318			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Sep-19	73,605	4,667	8,990	-	87,261	8,179	8,521	16,700	70,561	3,124	3,124
2-Sep-19	70,561	4,552	4,821	-	79,934	7,742	8,195	15,937	63,997	3,293	3,293
3-Sep-19	63,997	1,235	6,934	-	72,165	9,527	9,822	19,349	52,816	3,192	3,192
4-Sep-19	52,816	4,931	8,192	-	65,939	9,676	9,911	19,587	46,352	2,778	2,778
5-Sep-19	46,352	5,202	4,978	-	56,533	9,157	8,008	17,165	39,368	2,627	2,627
6-Sep-19	39,368	8,001	3,851	-	51,220	6,721	7,268	13,989	37,231	3,136	3,136
7-Sep-19	37,231	252	6,880	-	44,363	7,171	7,432	14,603	29,760	3,238	3,238
8-Sep-19	29,760	4,505	9,974	-	44,239	7,617	8,493	16,110	28,129	2,675	2,675
9-Sep-19	28,129	4,500	9,359	-	41,989	7,158	7,176	14,334	27,655	2,831	2,831
10-Sep-19	27,655	1,175	8,523	-	37,353	7,098	7,314	14,412	22,941	2,761	2,761
11-Sep-19	22,941	4,992	6,234	-	34,166	7,539	7,553	15,092	19,074	3,287	3,287
12-Sep-19	19,074	4,799	11,043	-	34,917	114	8,354	8,468	26,449	3,177	3,177
13-Sep-19	26,449	5,457	6,922	-	38,828	-	8,628	8,628	30,200	3,066	3,066
14-Sep-19	30,200	600	6,710	-	37,509	-	8,732	8,732	28,777	2,999	2,999
15-Sep-19	28,777	8,925	6,219	-	43,921	-	7,992	7,992	35,929	3,084	3,084
16-Sep-19	35,929	269	12,899	-	49,097	-	8,259	8,259	40,838	3,013	3,013
17-Sep-19	40,838	773	11,847	-	53,458	-	3,743	3,743	49,715	2,995	2,995
18-Sep-19	49,715	8,033	8,313	-	66,061	-	6,683	6,683	59,378	3,024	3,024
19-Sep-19	59,378	2,092	10,091	-	71,561	-	16,046	16,046	55,515	3,076	3,076
20-Sep-19	55,515	1,684	12,272	-	69,471	-	9,283	9,283	60,188	3,244	3,244
21-Sep-19	60,188	7,766	12,714	-	80,667	-	9,437	9,437	71,230	3,076	3,076
22-Sep-19	71,230	7,727	11,169	-	90,126	-	8,900	8,900	81,226	3,248	3,248
23-Sep-19	81,226	8,793	8,380	-	98,400	-	9,239	9,239	89,161	3,113	3,113
24-Sep-19	89,161	2,282	10,062	-	1,01,505	-	9,061	9,061	92,444	3,267	3,267
25-Sep-19	92,444	4,333	6,805	-	1,03,582	-	8,517	8,517	95,065	3,359	3,359
26-Sep-19	95,065	6,629	7,469	-	1,09,163	-	9,545	9,545	99,618	3,185	3,185
27-Sep-19	99,618	2,885	6,895	-	1,09,398	-	9,751	9,751	99,647	2,890	2,890
28-Sep-19	99,647	10,641	5,885	-	1,16,172	-	9,607	9,607	1,06,565	2,962	2,962
29-Sep-19	1,06,565	1,762	9,597	-	1,17,924	-	8,766	8,766	1,09,158	2,996	2,996
30-Sep-19	1,09,158	1,359	3,896	-	1,14,413	-	8,189	8,189	1,06,224	3,061	3,061
Total- Sep'19		1,30,819	2,47,924			87,699	2,58,425	3,46,124			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Oct-19	1,06,224	9,126	4,177	-	1,19,527	-	9,212	9,212	1,10,315	3,162	3,162
2-Oct-19	1,10,315	1,555	3,813	-	1,15,683	6,396	2,275	8,671	1,07,012	3,272	3,272
3-Oct-19	1,07,012	2,706	2,222	-	1,11,940	7,303	-	7,303	1,04,637	3,203	3,203
4-Oct-19	1,04,637	2,767	3,297	-	1,10,701	7,322	-	7,322	1,03,379	3,245	3,245
5-Oct-19	1,03,379	3,514	8,425	-	1,15,318	7,915	-	7,915	1,07,403	3,331	3,331
6-Oct-19	1,07,403	2,245	3,651	-	1,13,299	6,959	-	6,959	1,06,340	3,351	3,351
7-Oct-19	1,06,340	6,836	6,147	-	1,19,322	6,523	-	6,523	1,12,799	3,716	3,716
8-Oct-19	1,12,799	2,825	10,516	-	1,26,141	4,798	-	4,798	1,21,343	3,630	3,630
9-Oct-19	1,21,343	4,917	6,655	-	1,32,915	7,710	-	7,710	1,25,205	3,568	3,568
10-Oct-19	1,25,205	5,330	3,305	-	1,33,840	7,284	-	7,284	1,26,556	3,862	3,862
11-Oct-19	1,26,556	1,666	2,317	-	1,30,540	7,865	-	7,865	1,22,675	3,601	3,601
12-Oct-19	1,22,675	4,897	6,963	-	1,34,535	7,928	-	7,928	1,26,607	3,609	3,609
13-Oct-19	1,26,607	1,289	3,255	-	1,31,151	7,938	-	7,938	1,23,213	3,670	3,670
14-Oct-19	1,23,213	2,245	4,091	-	1,29,549	7,728	-	7,728	1,21,821	4,117	4,117
15-Oct-19	1,21,821	1,189	7,861	-	1,30,871	7,517	-	7,517	1,23,354	3,755	3,755
16-Oct-19	1,23,354	8,369	4,296	-	1,36,020	6,043	-	6,043	1,29,977	3,796	3,796
17-Oct-19	1,29,977	4,162	9,462	-	1,43,601	654	4,240	4,894	1,38,707	3,556	3,556
18-Oct-19	1,38,707	161	7,829	-	1,46,698	-	8,186	8,186	1,38,512	3,678	3,678
19-Oct-19	1,38,512	3,696	4,403	-	1,46,611	939	6,917	7,856	1,38,755	3,523	3,523
20-Oct-19	1,38,755	3,713	8,920	-	1,51,387	5,489	5,582	11,071	1,40,316	3,779	3,779
21-Oct-19	1,40,316	4,148	6,872	-	1,51,337	6,302	6,329	12,631	1,38,706	3,791	3,791
22-Oct-19	1,38,706	4,228	3,777	-	1,46,712	6,220	6,320	12,540	1,34,172	3,736	3,736
23-Oct-19	1,34,172	5,212	5,245	-	1,44,629	6,421	6,844	13,265	1,31,364	3,548	3,548
24-Oct-19	1,31,364	982	4,717	-	1,37,063	6,187	6,337	12,524	1,24,539	3,476	3,476
25-Oct-19	1,24,539	4,027	7,778	-	1,36,344	6,104	6,196	12,300	1,24,044	4,073	4,073
26-Oct-19	1,24,044	4,638	4,441	-	1,33,123	5,717	5,905	11,622	1,21,501	3,851	3,851
27-Oct-19	1,21,501	4,534	4,962	-	1,30,997	5,595	5,484	11,079	1,19,918	4,202	4,202
28-Oct-19	1,19,918	300	904	-	1,21,122	5,852	5,935	11,787	1,09,335	3,445	3,445
29-Oct-19	1,09,335	4,163	1,023	-	1,14,521	5,868	5,953	11,821	1,02,700	3,523	3,523
30-Oct-19	1,02,700	5,005	1,754	-	1,09,460	5,636	5,776	11,412	98,048	3,833	3,833
31-Oct-19	98,048	4,589	1,854	-	1,04,491	5,933	6,113	12,046	92,445	3,846	3,846
Total-Oct'19		1,15,037	1,54,934			1,80,146	1,03,604	2,83,750			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Nov-19	92,445	4,709	5,796	-	1,02,950	5,604	5,876	11,480	91,470	3,805	3,805
2-Nov-19	91,470	771	5,837	-	98,077	5,599	5,727	11,326	86,751	3,786	3,786
3-Nov-19	86,751	1,380	7,894	-	96,025	5,080	5,546	10,626	85,399	3,942	3,942
4-Nov-19	85,399	407	143	-	85,949	5,285	5,472	10,757	75,192	4,061	4,061
5-Nov-19	75,192	5,358	121	-	80,670	5,831	5,767	11,598	69,072	3,778	3,778
6-Nov-19	69,072	5,206	3,920	-	78,199	5,220	5,357	10,577	67,622	3,914	3,914
7-Nov-19	67,622	1,342	165	-	69,128	5,609	5,549	11,158	57,970	3,746	3,746
8-Nov-19	57,970	5,856	3,749	-	67,575	5,428	5,623	11,051	56,524	3,504	3,504
9-Nov-19	56,524	5,219	188	-	61,931	5,145	5,233	10,378	51,553	3,755	3,755
10-Nov-19	51,553	405	3,475	-	55,433	4,976	5,067	10,043	45,390	4,003	4,003
11-Nov-19	45,390	3,735	100	-	49,224	5,278	5,519	10,797	38,427	4,215	4,215
12-Nov-19	38,427	-	24	-	38,451	5,330	5,434	10,764	27,687	3,958	3,958
13-Nov-19	27,687	3,734	3,712	-	35,133	4,943	5,305	10,248	24,885	4,159	4,159
14-Nov-19	24,885	4,233	372	-	29,490	5,139	4,975	10,114	19,376	4,203	4,203
15-Nov-19	19,376	331	10,322	-	30,029	7,320	1,148	8,468	21,561	3,323	3,323
16-Nov-19	21,561	4,130	2,946	-	28,637	7,216	-	7,216	21,421	3,358	3,358
17-Nov-19	21,421	8,821	3,689	-	33,932	6,612	-	6,612	27,320	3,739	3,739
18-Nov-19	27,320	775	5,386	-	33,481	8,252	-	8,252	25,229	3,305	3,305
19-Nov-19	25,229	4,774	6,377	-	36,379	9,177	-	9,177	27,202	3,214	3,214
20-Nov-19	27,202	4,592	6,513	-	38,307	9,286	-	9,286	29,021	3,086	3,086
21-Nov-19	29,021	5,869	5,957	-	40,847	9,007	-	9,007	31,840	3,158	3,158
22-Nov-19	31,840	1,306	9,793	-	42,939	8,787	-	8,787	34,152	2,907	2,907
23-Nov-19	34,152	4,809	4,692	-	43,653	9,253	-	9,253	34,400	2,867	2,867
24-Nov-19	34,400	4,495	8,410	-	47,305	9,367	-	9,367	37,938	3,016	3,016
25-Nov-19	37,938	262	2,118	-	40,317	8,204	-	8,204	32,113	3,078	3,078
26-Nov-19	32,113	759	5,318	-	38,190	7,004	-	7,004	31,186	3,247	3,247
27-Nov-19	31,186	7,838	568	-	39,592	7,980	-	7,980	31,612	3,133	3,133
28-Nov-19	31,612	453	4,852	-	36,917	7,372	-	7,372	29,545	3,320	3,320
29-Nov-19	29,545	4,410	4,904	-	38,859	7,211	-	7,211	31,648	3,357	3,357
30-Nov-19	31,648	4,258	719	-	36,625	6,994	-	6,994	29,631	3,656	3,656
Total-Nov'19		1,00,236	1,18,057			2,03,509	77,598	2,81,107			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Dec-19	29,631	4,262	334	-	34,228	7,364	-	7,364	26,864	3,815	3,815
2-Dec-19	26,864	4,423	296	-	31,584	2,740	-	2,740	28,844	3,734	3,734
3-Dec-19	28,844	315	5,347	-	34,506	3,501	-	3,501	31,005	3,568	3,568
4-Dec-19	31,005	4,459	6,917	-	42,380	8,181	-	8,181	34,199	3,571	3,571
5-Dec-19	34,199	3,887	8,437	-	46,523	8,177	-	8,177	38,346	3,244	3,244
6-Dec-19	38,346	3,839	8,239	-	50,423	8,849	-	8,849	41,574	3,115	3,115
7-Dec-19	41,574	4,034	2,154	-	47,762	8,851	-	8,851	38,911	3,287	3,287
8-Dec-19	38,911	4,364	7,960	-	51,235	7,945	-	7,945	43,290	3,490	3,490
9-Dec-19	43,290	164	7,061	-	50,514	9,266	-	9,266	41,248	3,244	3,244
10-Dec-19	41,248	8,018	1,503	-	50,769	8,128	-	8,128	42,641	3,536	3,536
11-Dec-19	42,641	4,067	3,253	-	49,960	7,868	-	7,868	42,092	3,505	3,505
12-Dec-19	42,092	783	10,088	-	52,964	7,362	-	7,362	45,602	3,598	3,598
13-Dec-19	45,602	4,598	12,050	-	62,250	7,609	-	7,609	54,641	3,547	3,547
14-Dec-19	54,641	4,270	7,805	-	66,715	8,390	-	8,390	58,325	3,435	3,435
15-Dec-19	58,325	744	13,647	-	72,716	7,624	-	7,624	65,092	3,397	3,397
16-Dec-19	65,092	3,932	11,139	-	80,163	8,753	-	8,753	71,410	3,107	3,107
17-Dec-19	71,410	3,696	11,301	-	86,407	9,658	-	9,658	76,749	2,858	2,858
18-Dec-19	76,749	675	17,646	-	95,070	9,337	-	9,337	85,733	3,136	3,136
19-Dec-19	85,733	514	23,669	-	1,09,915	8,522	1,105	9,627	1,00,288	3,311	3,311
20-Dec-19	1,00,288	8,061	17,973	-	1,26,323	6,860	5,875	12,735	1,13,588	3,593	3,593
21-Dec-19	1,13,588	4,176	16,822	-	1,34,586	7,354	6,747	14,101	1,20,485	3,292	3,292
22-Dec-19	1,20,485	5,095	7,593	-	1,33,174	6,347	6,374	12,721	1,20,453	3,403	3,403
23-Dec-19	1,20,453	4,461	3,606	-	1,28,519	6,360	6,767	13,127	1,15,392	3,521	3,521
24-Dec-19	1,15,392	841	9,835	-	1,26,068	7,250	7,039	14,289	1,11,779	3,469	3,469
25-Dec-19	1,11,779	4,491	11,274	-	1,27,544	7,500	6,497	13,997	1,13,547	3,080	3,080
26-Dec-19	1,13,547	5,183	12,439	-	1,31,169	8,285	7,493	15,778	1,15,391	3,003	3,003
27-Dec-19	1,15,391	1,151	8,073	-	1,24,615	7,038	6,969	14,007	1,10,608	3,696	3,696
28-Dec-19	1,10,608	5,047	6,782	-	1,22,437	6,365	6,509	12,874	1,09,563	3,702	3,702
29-Dec-19	1,09,563	5,161	9,110	-	1,23,834	5,517	5,600	11,117	1,12,717	3,350	3,350
30-Dec-19	1,12,717	5,109	11,708	-	1,29,534	6,661	6,801	13,462	1,16,072	3,405	3,405
31-Dec-19	1,16,072	5,022	10,855	-	1,31,949	7,094	7,302	14,396	1,17,553	3,314	3,314
Total-Dec'19		1,14,841	2,84,916			2,30,756	81,078	3,11,834			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Jan-20	1,17,553	4,953	13,042	-	1,35,549	7,196	7,486	14,682	1,20,867	3,309	3,309
2-Jan-20	1,20,867	807	9,164	-	1,30,838	7,602	8,232	15,834	1,15,004	3,135	3,135
3-Jan-20	1,15,004	4,434	7,881	-	1,27,319	6,545	6,336	12,881	1,14,438	3,454	3,454
4-Jan-20	1,14,438	1,012	7,614	-	1,23,065	7,030	6,720	13,750	1,09,315	3,281	3,281
5-Jan-20	1,09,315	4,950	4,939	-	1,19,203	6,177	6,316	12,493	1,06,710	3,463	3,463
6-Jan-20	1,06,710	5,127	3,825	-	1,15,662	6,583	6,494	13,077	1,02,585	3,688	3,688
7-Jan-20	1,02,585	6,455	4,422	-	1,13,462	6,045	6,025	12,070	1,01,392	3,823	3,823
8-Jan-20	1,01,392	6,199	10,919	-	1,18,510	6,016	6,067	12,083	1,06,427	3,861	3,861
9-Jan-20	1,06,427	4,812	5,670	-	1,16,909	7,252	7,307	14,559	1,02,350	3,336	3,336
10-Jan-20	1,02,350	976	8,660	-	1,11,985	6,101	6,104	12,205	99,780	3,319	3,319
11-Jan-20	99,780	2,318	17,211	-	1,19,309	7,307	7,329	14,636	1,04,673	3,233	3,233
12-Jan-20	1,04,673	10,821	13,969	-	1,29,464	6,472	6,600	13,072	1,16,392	3,310	3,310
13-Jan-20	1,16,392	6,017	17,055	-	1,39,464	7,444	7,613	15,057	1,24,407	3,128	3,128
14-Jan-20	1,24,407	6,079	13,297	-	1,43,782	6,787	6,825	13,612	1,30,170	3,334	3,334
15-Jan-20	1,30,170	2,729	14,666	-	1,47,565	6,706	6,587	13,293	1,34,272	3,262	3,262
16-Jan-20	1,34,272	5,605	15,657	-	1,55,534	6,306	6,263	12,569	1,42,965	3,394	3,394
17-Jan-20	1,42,965	6,935	12,647	-	1,62,547	6,206	6,063	12,269	1,50,278	3,477	3,477
18-Jan-20	1,50,278	7,512	16,272	-	1,74,062	6,179	6,297	12,476	1,61,586	3,422	3,422
19-Jan-20	1,61,586	7,844	12,138	-	1,81,568	5,332	5,533	10,865	1,70,703	3,588	3,588
20-Jan-20	1,70,703	5,452	11,887	-	1,88,042	7,215	7,158	14,373	1,73,669	3,206	3,206
21-Jan-20	1,73,669	11,616	6,011	-	1,91,296	6,938	6,804	13,742	1,77,554	3,395	3,395
22-Jan-20	1,77,554	4,314	11,781	-	1,93,649	6,382	6,381	12,763	1,80,886	3,276	3,276
23-Jan-20	1,80,886	7,374	12,024	-	2,00,283	6,441	6,755	13,196	1,87,087	3,508	3,508
24-Jan-20	1,87,087	4,252	12,107	-	2,03,446	6,891	7,129	14,020	1,89,426	3,229	3,229
25-Jan-20	1,89,426	7,649	8,214	-	2,05,289	6,378	6,608	12,986	1,92,303	3,206	3,206
26-Jan-20	1,92,303	7,947	11,203	-	2,11,453	5,904	6,283	12,187	1,99,266	3,256	3,256
27-Jan-20	1,99,266	6,661	14,152	-	2,20,079	6,526	6,744	13,270	2,06,809	3,246	3,246
28-Jan-20	2,06,809	5,525	19,735	-	2,32,069	6,911	6,702	13,613	2,18,456	3,385	3,385
29-Jan-20	2,18,456	2,715	11,045	-	2,32,217	7,270	7,537	14,807	2,17,410	3,229	3,229
30-Jan-20	2,17,410	10,197	5,616	-	2,33,223	7,428	7,436	14,864	2,18,359	3,269	3,269
31-Jan-20	2,18,359	6,496	11,648	-	2,36,502	6,327	6,451	12,778	2,23,724	3,472	3,472
Total-Jan'20		1,75,784	3,44,469			2,05,897	2,08,185	4,14,082			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Feb-20	2,23,724	6,100	8,555	-	2,38,379	6,425	6,742	13,167	2,25,212	3,389	3,389
2-Feb-20	2,25,212	297	19,650	-	2,45,159	6,243	13,488	19,731	2,25,428	3,309	3,309
3-Feb-20	2,25,428	5,041	5,281	-	2,35,751	6,714	6,468	13,182	2,22,569	3,497	3,497
4-Feb-20	2,22,569	10,551	4,180	-	2,37,299	7,294	6,808	14,102	2,23,197	3,035	3,035
5-Feb-20	2,23,197	5,432	9,802	-	2,38,431	6,494	6,790	13,284	2,25,147	3,200	3,200
6-Feb-20	2,25,147	2,188	11,324	-	2,38,659	7,634	7,477	15,111	2,23,548	3,292	3,292
7-Feb-20	2,23,548	9,549	9,631	-	2,42,729	7,259	7,779	15,038	2,27,691	3,671	3,671
8-Feb-20	2,27,691	4,283	6,835	-	2,38,809	7,267	7,427	14,694	2,24,115	3,268	3,268
9-Feb-20	2,24,115	5,084	4,341	-	2,33,541	6,777	6,751	13,528	2,20,013	3,158	3,158
10-Feb-20	2,20,013	2,788	6,584	-	2,29,385	6,915	6,937	13,852	2,15,533	3,114	3,114
11-Feb-20	2,15,533	6,036	9,637	-	2,31,206	7,046	7,498	14,544	2,16,662	3,526	3,526
12-Feb-20	2,16,662	10,737	11,318	-	2,38,717	7,017	7,031	14,048	2,24,669	3,321	3,321
13-Feb-20	2,24,669	7,407	11,168	-	2,43,244	6,903	7,285	14,188	2,29,056	3,305	3,305
14-Feb-20	2,29,056	7,047	8,307	-	2,44,410	7,543	7,382	14,925	2,29,485	3,244	3,244
15-Feb-20	2,29,485	3,117	9,565	-	2,42,168	8,479	2,053	10,532	2,31,636	2,891	2,891
16-Feb-20	2,31,636	8,104	11,272	-	2,51,012	8,404	8,057	16,461	2,34,551	3,139	3,139
17-Feb-20	2,34,551	8,872	9,958	-	2,53,381	8,695	8,551	17,246	2,36,135	3,183	3,183
18-Feb-20	2,36,135	6,435	10,957	-	2,53,527	7,932	8,437	16,369	2,37,158	3,271	3,271
19-Feb-20	2,37,158	5,556	13,266	-	2,55,979	8,211	7,965	16,176	2,39,803	3,160	3,160
20-Feb-20	2,39,803	2,331	13,615	-	2,55,750	7,106	7,413	14,519	2,41,231	3,281	3,281
21-Feb-20	2,41,231	11,835	13,989	-	2,67,055	7,110	7,260	14,370	2,52,685	3,000	3,000
22-Feb-20	2,52,685	5,786	10,981	-	2,69,452	7,571	7,820	15,391	2,54,061	3,077	3,077
23-Feb-20	2,54,061	5,852	8,357	-	2,68,270	6,909	6,673	13,582	2,54,688	3,278	3,278
24-Feb-20	2,54,688	2,543	5,753	-	2,62,984	7,991	8,539	16,530	2,46,454	3,083	3,083
25-Feb-20	2,46,454	6,770	3,036	-	2,56,260	7,222	7,815	15,037	2,41,223	3,288	3,288
26-Feb-20	2,41,223	11,006	8,260	-	2,60,489	7,820	8,140	15,960	2,44,529	3,295	3,295
27-Feb-20	2,44,529	7,864	5,727	-	2,58,120	7,982	8,651	16,633	2,41,487	3,354	3,354
28-Feb-20	2,41,487	6,229	10,891	-	2,58,606	8,352	8,883	17,235	2,41,371	3,294	3,294
29-Feb-20	2,41,371	6,611	6,645	-	2,54,628	8,237	8,706	16,943	2,37,685	3,273	3,273
Total-Feb'20		1,81,453	2,68,885			2,15,552	2,20,826	4,36,378			

Annexure P-10:- Daily coal consumption data in respect of Unit I and Unit II

Details of Primary Fuel consumption:

Primary Fuel consumption

D.B. POWER LIMITED (FY: 2019-20)

Date	Opening Stock	Purchase (Linkage Coal)	Purchase (Auction Coal)	Purchase (Imported Coal)	Total Purchase	Consumption (Unit-I)	Consumption (Unit-II)	Consumption (Total)	Closing Stock	GCV as fired	
	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Unit -1	Unit -2
1-Mar-20	2,37,685	11,056	7,919	-	2,56,659	6,478	5,378	11,856	2,44,803	3,302	3,302
2-Mar-20	2,44,803	6,731	9,046	-	2,60,580	6,457	6,405	12,862	2,47,718	3,080	3,080
3-Mar-20	2,47,718	6,969	11,010	-	2,65,697	5,849	5,996	11,845	2,53,852	3,499	3,499
4-Mar-20	2,53,852	7,128	11,919	-	2,72,900	7,137	7,388	14,525	2,58,375	3,236	3,236
5-Mar-20	2,58,375	7,200	12,898	-	2,78,473	5,662	8,193	13,855	2,64,618	3,167	3,167
6-Mar-20	2,64,618	12,364	7,334	-	2,84,315	-	9,026	9,026	2,75,289	3,097	3,097
7-Mar-20	2,75,289	7,815	12,178	-	2,95,282	-	9,912	9,912	2,85,370	3,074	3,074
8-Mar-20	2,85,370	12,934	8,188	-	3,06,491	2,058	9,175	11,233	2,95,258	3,024	3,024
9-Mar-20	2,95,258	14,544	6,638	-	3,16,441	6,665	7,420	14,085	3,02,356	3,375	3,375
10-Mar-20	3,02,356	14,414	1,295	-	3,18,065	6,352	6,919	13,271	3,04,794	3,007	3,007
11-Mar-20	3,04,794	2,053	9,523	-	3,16,370	6,509	7,086	13,595	3,02,775	3,426	3,426
12-Mar-20	3,02,775	7,783	7,211	-	3,17,769	7,806	8,346	16,152	3,01,617	3,251	3,251
13-Mar-20	3,01,617	6,050	8,941	-	3,16,607	9,185	8,579	17,764	2,98,843	2,994	2,994
14-Mar-20	2,98,843	19,620	4,725	-	3,23,188	7,752	8,476	16,228	3,06,960	3,171	3,171
15-Mar-20	3,06,960	9,989	4,887	-	3,21,836	7,089	7,887	14,976	3,06,860	3,432	3,432
16-Mar-20	3,06,860	13,874	6,907	-	3,27,641	8,156	7,661	15,817	3,11,824	3,168	3,168
17-Mar-20	3,11,824	10,095	10,345	-	3,32,264	8,701	8,783	17,484	3,14,780	3,213	3,213
18-Mar-20	3,14,780	12,137	6,879	-	3,33,796	8,757	8,555	17,312	3,16,484	3,154	3,154
19-Mar-20	3,16,484	7,215	15,566	-	3,39,264	8,289	7,873	16,162	3,23,102	3,144	3,144
20-Mar-20	3,23,102	7,239	5,882	-	3,36,223	7,066	6,912	13,978	3,22,245	3,148	3,148
21-Mar-20	3,22,245	11,923	7,832	-	3,41,999	6,932	6,179	13,111	3,28,888	3,005	3,005
22-Mar-20	3,28,888	9,939	3,866	-	3,42,693	6,054	6,971	13,025	3,29,668	3,208	3,208
23-Mar-20	3,29,668	11,425	4,198	-	3,45,291	5,964	7,179	13,143	3,32,148	3,157	3,157
24-Mar-20	3,32,148	5,016	8,627	-	3,45,791	5,926	6,714	12,640	3,33,151	3,153	3,153
25-Mar-20	3,33,151	3,632	1,938	-	3,38,721	6,427	7,277	13,704	3,25,017	3,072	3,072
26-Mar-20	3,25,017	7,096	237	-	3,32,350	6,227	6,700	12,927	3,19,423	3,322	3,322
27-Mar-20	3,19,423	7,823	4,078	-	3,31,324	5,776	6,337	12,113	3,19,211	3,584	3,584
28-Mar-20	3,19,211	3,856	326	-	3,23,393	5,457	6,411	11,868	3,11,525	3,379	3,379
29-Mar-20	3,11,525	7,169	493	-	3,19,188	6,205	6,969	13,174	3,06,014	3,257	3,257
30-Mar-20	3,06,014	7,590	154	-	3,13,757	6,259	6,993	13,252	3,00,505	3,100	3,100
31-Mar-20	3,00,505	8,122	221	-	3,08,848	7,772	4,468	12,240	2,96,608	3,147	3,147
Total-March'20		2,80,799	2,01,260			1,94,967	2,28,168	4,23,135			

DB POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Centre, C-31, 'G' Block, Opp. Dena Bank, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Tel No +91-22-3930 6000 Fax No +91-22-3930 6008

DBPL/CSP Tradco/ 5%/13072020

Date: 13/07/2020

To,
The Chief Engineer (Tech. Cell)
 Chhattisgarh State Power trading Co Ltd
 2nd floor, Vidut 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/CSPTrdCL/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 (CSPTrdCL) 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 CSPTrdCL 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 CSPTrdCL 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 CSPTradeco. Left with no option, DBPL is purchasing the coal from open market at much higher rate than Rs. 1.90/kWh.

In absence of back to back PPA and pending approval of Tariff by CSERC, DBPL is likely to participate in any SHAKTI Coal linkage auction with a view to bring down the coal cost.

Though the adhoc Tariff of Rs 1.90/kWh was not adequate to meet even its fuel cost, DBPL still continued supply of the said power to CSPDCL.



Sharma

DBPL was therefore surprised to receive a letter No. CE/TechCell/Trading/366 dated 31.05.2017 from CSPTrdCL arbitrarily reducing the adhoc energy charges from Rs 1.90/kWh to Rs 1.60 per Unit, effective from 01.04.2017. Such unilateral reduction in energy charge is causing huge financial loss to DBPL and under recovery of its energy cost.

You are aware that DBPL has already filed a petition for approval of energy charges before the Hon'ble Chhattisgarh State Electricity Regulatory Commission (CSERC), which is under their consideration.

In view of the above, it is requested to reverse the decision of reducing the Tariff to Rs 1.60/kWh and reinstate the energy charge of at least the initial agreed figure of Rs 1.90/ kWh, w. e. f. 01.04.2017.

An early action in this regard will be highly appreciated.

Thanking You
Yours Faithfully
For D B Power Ltd

(Sanjay Jadhav)
Dy. General Manager (Power Sales & Regulatory)
Email: Sales@dbpower.in
Mobile: 9769190360



Annexure P - 14

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

CIN: U10102CT1985GOI003161

संपत रोड, पी.ओ., एस.ई.सी.एल.

विलासपुर -495006 (छत्तीसगढ़)

दूरभाष: 07752-246322

फैक्स: 07752-246472

विपणन एवं विक्रय विभाग

149

संदर्भ क्र० एसईसीएल/बीएसपी/वि वि/ई आ/1322

14.08.2019

Sale of coal under Special Forward e-Auction for Power Producers Phase-2 of 2019-20 (August'19-October'19)

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 2019-20 Phase -2.

Schedule of dates

Event	Schedule	Service Provider
Registration with service provider	14-08-2019 - 26-08-2019	MJS Limited
Submission of EMD (in Form of BG)	14-08-2019 - 21-08-2019	
Submission of EMD (in Form of D/D, RTGS etc.)	14-08-2019 - 26-08-2019	
Special Forward e-Auction	Tuesday, 27 August 2019	

Source-wise Grade-wise offer

Mode	Area	Source	Co. Id	Grade & Size	Product Id	Notified Price	Reserve Price	Offered Qty (MT)	No. of lots
Road	Raigarh	Chhal OC	2706	G16 Sized ROM (-100 mm)	2147	504	605	8000	1
		Gare Pelma IV/1	4979	G17 Sized ROM (-250 mm)	2129	447	537	200000	1
		Gare Pelma IV/2&3	4957	G12 Sized ROM (-250 mm)	2114	886	1064	100000	1
				G14 Sized ROM (-250 mm)	2120	748	898	48000	1
				G16 Sized ROM (-250 mm)	2126	504	605	48000	1
		Jampali OC	4954	G15 Sized ROM (-100 mm)	2146	590	708	216000	1
		Grand Total							

The Special Forward E Auction for Power Producers- Phase-2 of 2019-20 will be conducted as per the terms and condition followed for Special Forward E Auction for 2019-20- Phase 1 and as per the scheme of Special Forward e-Auction for Power Producers. However, the modalities for Special Forward e-Auction Phase-2 of 2019-20 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 August'19 (AUGUST19-OCTOBER'19)** 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 OCTOBER'2019 against the quantity allocated for OCTOBER'2019 (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 (**AUGUST'19-OCTOBER'19**) 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, for any rescheduling of payment by successful bidders for the first month after auction, if needed, SECL may decide the dates for payment installments in consultation with successful bidder.
7. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction and Special e-Auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
8. As per clause 4 of Special Forward e-Auction Scheme for Power Producers , applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
9. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 45 days in case of Road mode.
10. Bank Guarantee is to be submitted in line with guidelines laid out in Notice dated 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 original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.
12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
13. **It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving SECL from all the responsibility in this regard.** The registered Bidders shall be required to record their acceptance after login, of the above

undertaking along with Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

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For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in) and SECL (www.secl-cil.in).

The websites, e-mail address & postal address etc. of the aforementioned service provider and SECL are given below:

1. M/s M Junction Services Ltd, Godrej Water Side, 3rd Floor Tower 1, Plot V, Block DP, Sector V, Salt Lake Kolkata, West Bengal- 700091.
दूरभाष क्र०/Ph No: 033-66106100
वेबसाईट/Website:<http://www.coaljunction.in>
ई-मेल/E-Mail: coaljunction@mjunction.in
टोल-फ्री हेल्पलाइन/Toll-free Helpline: 1800-419-20001
2. Office Of Head of Department (Marketing & Sales)
South Eastern Coalfields Ltd, Seepat Road, Bilaspur (C.G)
वेबसाईट/Website: www.secl-cil.in
संपर्क व्यक्ति/Contact Person: HoD (M&S), SECL, Seepat Road, Bilaspur
दूरभाष क्र०/Phone No 07752-246347/246372, 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.

14/8/19
HoD (Marketing & Sales)

Copy To:

1. Notice Board, M&S Dept., SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. CVO, SECL, Bilaspur
4. GM (M&S), CIL
5. GM (System), SECL, Bilaspur- *To please display this notice along with Annexure in the website of SECL*
6. GM, SECL all Areas
7. GM (F), SECL, Kolkata- *For information and display in Notice Board.*
8. Chief Manager (Public Relation), SECL- *To please make arrangement for printing this notice in Daily local/national newspapers for wide publicity.*
9. All sectional heads, M&S Dept., SECL, Bilaspur
10. Sr. Manager (M&S), SECL, Kolkata
11. Sr. Manager (Systems), COAL-NET, SECL, Bilaspur
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, Sribriiddhi Bhavan, 34, Jawahar1el 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 cm:sd.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.

**In the Appellate Tribunal for Electricity at New Delhi
(Appellate Jurisdiction)****Appeal No. 98 of 2013**

Dated: 2nd December, 2014

Present: Hon'ble Mr. Rakesh Nath, Technical Member
Hon'ble Justice Surendra Kumar, Judicial Member

In the matter of:

Punjab State Power Corporation Limited Appellant
The Mall, Patiala,
PIN-147001,
Punjab.

Versus

Punjab State Electricity Regulatory Commission,
SCO No. 220-221, Sector 34-A,
Chandigarh,
Pin-160022. Respondent

Counsel for the Appellant(s) : Mr. Anand K. Ganesan
Ms. Swapna Seshadri

Counsel for the Respondent : Ms. Shikha Ohri

JUDGMENT**PER HON'BLE JUSTICE SURENDRA KUMAR, JUDICIAL MEMBER**

1. The present appeal under Section 111 of the Electricity Act, 2003 emanates from the impugned review order dated 27.02.2013, passed by the Punjab State Electricity Regulatory Commission (hereinafter referred as the 'State Commission') in Petition No. 66 of 2012, whereby the State Commission has partly allowed the Review Petition filed by the appellant against the main order dated 08.10.2012 passed in Petition No. 42 of 2012 and hence the main order dated 08.10.2012 has been merged into the impugned review order dated 27.02.2013.

2. The matter in issue in the instant appeal relates to the norms fixed by the State Commission for fuel cost for the generating stations of the appellant, particularly with regard to the norm for drop in Gross Calorific Value (GCV)

between receipted coal and fired coal. By the impugned order, according to the appellant, the State Commission has proceeded to accept the recommendations of M/s. Central Power Research Institute (hereinafter called 'CPRI') on the fuel audit of the thermal generating stations of the appellant despite the inherent flaws and contradictions in the recommendations given by the CPRI and also the fact that the recommendations are not based on any actual data available on the operation of thermal generating stations. The recommendations of the CPRI included the drop in GCV between the receipted coal and bunkered coal should be within 150 kcal/kg, for which CPRI relied on the report published in Illinois, USA in the year 1961 and a report of the Research and Development Wing of the NTPC which are theoretical reports and without any basis of verifying whether such directions can be practically implemented.

3. The following grievances have been aired by the appellant:-

3.1. that the State Commission has failed to appreciate that the process of determining norms and applying the same to a generating Company is a long term process and involves verification of the actual performance levels of various generating stations all over the country, in depth analysis of how much improvements can be made through identified means and then setting the norms in a structured manner for generating stations to achieve over a period of time. The above was the process initiated by the Central Commission while determining the norms of operation in its Tariff Regulations, 2001, the Tariff Regulations, 2004 and Tariff Regulations, 2009. With each of the Tariff Regulations, the Central Commission based on the actual data received from various generating stations in the country from time to time, analyzed the data and arrived at the norms to be applied.

3.2. that the State Commission has further failed to appreciate that the report of CPRI is inherently flawed and erroneous because CPRI had proceeded to give its recommendations on the achievable station heat rate which are in complete contradiction to the report given by CPRI itself to the appellant a few months earlier in February, 2012. In the report given to the appellant, CPRI had identified various measures including short term, medium term and long term measures to be taken by the appellant to reach the achievable station heat rate over a period

of time and with substantial investment to be incurred. However, in the report given to the State Commission in August, 2012, CPRI has simply stated that the achievable station heat rate of 2500 kcal/kwh can be achieved by GGSSTP almost immediately, which itself establishes flaws in the recommendations of CPRI.

3.3. that while the appellant has endeavoured to take all steps to improve its efficiency including implementing the recommendations given by the CPRI, the recommendations are not practically implementable and the appellant ought not to be penalized with regard to the norms determined by the State Commission as against the actual operations by the appellant. This is particularly so when there are no national norms either formulated by the Central Commission or by the Central Electricity Authority.

4. The relevant facts of the case are as under:-

4.1. that the appellant- Punjab State Power Corporation Limited (hereinafter referred to as the 'PSPCL') is a Company incorporated under the provisions of the Companies Act, 1956. The appellant is an unbundled entity of the erstwhile Punjab State Electricity Board and has been vested with the functions of generation and distribution of electricity in the State of Punjab.

4.2. that the respondent is the State Electricity Regulatory Commission for the State of Punjab exercising jurisdiction and discharging functions under the provisions of the Electricity Act, 2003.

4.3. that the tariff for the generation and supply of electricity from the generating stations of the appellant for the distribution of electricity in the State of Punjab is determined by the State Commission under Sections 62, 64 and 86 of the Electricity Act, 2003.

4.4. that the appellant at present owns and operates three generating stations in the State of Punjab, namely, (i) Guru Nanak Dev Thermal Plant (GNDTP), Bhatinda (ii) Guru Hargobind Thermal Plant (GHTP), Lehra Mohabbat & (iii) Guru Gobind Singh Super Thermal Plant (GGSSTP), Ropar.

4.5. that all of the above generating stations are thermal generating stations using coal as the fuel for generation of electricity. The coal for the generating stations is supplied by captive mine of PSPCL (PANEM) and different subsidiaries of Coal India Limited which are Government of India undertakings and they supply coal from the coal mines, the generating stations of the Central Public Sector utilities such as NTPC, the generating stations of various State utilities and also various private developers in the country.

4.6. that the policy adopted and the terms and conditions for supply of coal by Coal India Limited and its subsidiaries are uniform for all the generating companies in the country. The supply of coal being virtually monopolised by Coal India Limited under the policies of the Government of India, the purchasers of coal from Coal India Limited have very limited say on such terms and conditions. The supply of coal and also its quality, price and other terms and conditions are not regulated by any independent regulatory authority such as Regulatory Commission for Electricity.

4.7. that the State Commission in the month of January, 2012 engaged the services of CPRI to conduct fuel audit of the thermal generating stations of the appellant. The terms of reference of CPRI were as follows:-

- (a) Study systems of recording, sampling, measurement, reporting, verification & accounting for Coal and Oil receipts, consumption and stocking as inventory.
- (b) Identify key constraints with the current fuel accounting system across process, technology, skills and facilities.
- (c) Method of Testing of coal at site and at plant and basis for release of payment.
- (d) Treatment of stones or any foreign material in the coal.

- (e) Calorific value based on which coal consumption is worked out i.e. Gross or fired and the extent of difference between the two.
- (f) Comparison of various Fuel consumption parameters with national (NTPC/Private Sector Thermal plants) / International standards

4.8. that CPRI submitted a preliminary report on the Fuel Audit of the thermal generating stations of the appellant. One of the primary objections of the appellant to the said preliminary report of CPRI was that the moisture content in the coal was not at all considered or taken into account for calculation of the GCV for the recommendation on the drop in GCV, the report of CPRI on the drop in GCV was merely a theoretical report without any practical study of a generating station anywhere in the country.

4.9. that thereafter, on 14.8.2012, CPRI submitted its report on the fuel audit to the State Commission admitting that the moisture content was to be considered for the purpose of calculation of drop in GCV. However, the recommendation on the drop in GCV continued to be the same at 150 kcal/kg. The CPRI had merely relied on a report published in Illinois in United States of America in the year 1961, a Research & Development study of the NTPC Research & Development Department and a report submitted to the Maharashtra Electricity Regulatory Commission. There was no study on the working condition of any generating station in the country or a norm established after analyzing the actual achieved and achievable norm of a generating company functioning.

4.10. that State Commission vide main order dated 8.10.2012 disposed of the suo motu petition on fuel audit of the thermal generating stations of the appellant by which impugned order the State Commission accepted the recommendations of CPRI and issued the following directions to the appellant for implementation:

"5. Decision of the Commission

The final Fuel Audit report of CPRI submitted vide its letter dated 14.8.2012, objections received from PSPCL and their reply by CPRI were discussed in the meeting of the Commission on 26.9.2012. The Commission holds that the objections filed by PSPCL have been adequately replied by CPRI as brought out above and therefore the Commission accepts the Fuel Audit carried out by CPRI as per its final Audit report (Annexure-A) and its replies to objection of PSPCL (para 4 above). Accordingly, the Commission directs PSPCL as under:

- (a) To implement the various recommendations made in the CPRI report for fuel savings and cost reduction.*
- (b) To take up with the appropriate authorities (MOP & Coal India Limited) regarding inclusion of surface moisture in computation of GCV (which at present is being computed on equilibrated basis which considers only inherent moisture) at the sending end. Put efforts to get the payment for coal received from CIL made, on 'As Received' basis at its thermal plants.*
- (c) To adopt a uniform method of GCV measurement for receipted and bunkered coal by adding the effect of surface moisture to the GCV at the rate of 145 kCal/kg per 1% of moisture.*
- (d) To bring down the drop in GCV between the receipted coal and bunkered coal within 150 kCal/kg.*
- (e) to conduct an independent third party validation of the washery energetics to map the yield as a function of the input raw coal quality and washed coal quality is required to be got carried out.*
- (f) To work out the monthly weighted average GCV of receipted coal (at the thermal plants) and bunkered coal and furnish the same quarterly and at the time of filing the ARR and Tariff Petition with the Commission.*

In addition to the above, in the interest of consumers, PSPCL is directed to get the audit of its captive mine at Pachhwara managed by PANEM carried out through a joint audit group of Fuel Research Institute Dhanbad and CAG to ascertain the quantum of coal extracted and coal supply to PSPCL thermal plants till date & continue the mine audit annually and submit report to the Commission."

4.11 that the appellant filed Review Petition being Petition No. 66 of 2012 seeking review of the main order dated 08.10.2012 passed by the State

Commission in Petition No. 42 of 2012 (suo-motu) regarding Fuel Audit of various Thermal Power Plants of the appellant directing the appellant/petitioner to implement the various recommendations made in the Fuel Audit Report got prepared by the Commission by getting fuel audit of three Thermal Plants of the appellant through CPRI aiming at fuel saving and cost reduction. During the hearing of the Review Petition, the State Commission directed the appellant/petitioner on 16.01.2013, to supply data of measurement of Gross Calorific Value (GCV) worked out on monthly average basis for receipted coal at thermal plants and bunkered coal under similar conditions in pursuance to the main order dated 08.10.2012. In pursuance thereof, the appellant filed information/data vide Chief Engineer/ARR & TR Memo Nos. 5139 dated 24.01.2013 and 1571 dated 11.02.2013.

5. The main submissions of the appellant/petitioner in the Review Petition before the State Commission were as under:

5.1. that the appellant/PSPCL needs references and guidance for studying techno-economic feasibility for installation of equipments such as automatic coal sampler, rail tracking system, use of coal compactors, coal density measurement, software for coal energy management, microwave or ultrasonic bunker level monitoring system, automatic auger sampling etc.

5.2. that the savings of Rs. 306 crore by merely investing Rs. 3.09 crore shown in the executive summary of CPRI report actually does not exist as the actual drop of GCV is almost matching with the theoretical calculation of drop in GCV after accounting for drop in GCV due to surface moisture.

5.3. that the recommendations given by CPRI to PSPCL on the issue of achievable station heat rate in the SHR study sponsored by PSPCL are contradictory to the findings given by CPRI in the report submitted to the Commission. In the report given to PSPCL, CPRI had given short term, medium term and long term recommendations to achieve the desired heat

rate, whereas, no such measures have been mentioned in the report submitted to the State Commission.

5.4. that the approach adopted by Coal India Limited for all utilities in the country is uniform for the computation of coal cost. It will not be possible for PSPCL to single handedly approach the Coal India Limited to favourably change the method of computation of GCV from 'as loaded at mine end' to 'as received' basis.

5.5. that on the drop in GCV between the receipted coal and bunkered coal within 150 kCal/Kg, PSPCL has submitted that:-

- (a) Recommendations given by CPRI in its report are incorrect, based on factual inaccuracies, may not be implementable on ground and the same need to be reviewed.
- (b) CPRI report does not take into account the position in various generating stations operating in the country and does not analyse the position that is achievable considering the nature of coal supply.
- (c) CPRI has in its report relied on a study conducted in USA in 1961. However, CPRI has not given copy of any reports/references on which the recommendation regarding drop in GCV is based.
- (d) The other report relied on by CPRI is of the R&D Cell of NTPC, which is a theoretical report. This report is only for future reference to conduct further studies and not as a benchmark.
- (e) There are no known norms specified by any statutory authority in India with regard to the calculation in drop of GCV in such circumstances. As per tariff policy, any norms fixed should be achievable based on past performance.

5.6. that So far as an independent third-party validation of the washery energetic to map the yield as a function of input raw coal quality and washed coal quality is concerned, the coal is heterogeneous product and its quality varies with change in the seam of coal mine. The coal from different seams have different characteristics. The quality of coal also gets affected due to addition of moisture content during rainy season and winter season.

In these circumstances, mapping the yield as a function of input raw coal quality and washed coal quality may not be accurate.

5.7. that the Comptroller and Auditor General (CAG) has expressed its inability to conduct a joint audit of the joint venture company.

5.8. that after hearing the submissions of the appellant/petitioner on the Review Petition, the State Commission, vide impugned order dated 27.02.2013, after analyzing the different statistics and considering the various submissions of the appellant/petitioner has observed that it is conclusively proved that through prudent checks and balances, PSPCL has been able to reduce the drop in GCV and could bring this reduction level even below 150 kCal/kg. Thus, the norm of GCV difference of 150 kCal/kg fixed by the State Commission between coal 'as received' and 'as fired' (bunkered coal) is achievable. The State Commission in the Tariff Order for FY 2012-13 has not only laid down that the drop in GCV of coal 'as received' and 'as fired' shall be around 150 kCal/kg but also provided Rs. 858 lac for additional facilities/infrastructure at PSPCL Thermal Plants to reduce fuel cost and directed that these measures need to be implemented by PSPCL in consumers' interest and now there is no reason for the appellant/PSPCL to drag its feet in implementing consumer friendly measures. The State Commission, in the impugned order, has clearly expressed the view that third party validation of the washery energetic can address these issues and PSPCL should explore the same and may be got carried out once in a month.

5.9. that the State Commission has further, in the impugned order dated 27.02.2013, observed that PANEM mine belongs to PSPCL, a Punjab Government Company. It is, therefore, a dedicated asset of the State of Punjab. It is thus desirable that CAG may be asked to conduct the audit of the State's mines. It is only operated by a private player in joint venture for operational convenience of PSPCL. If CAG needs technical assistance, it may requisition the help of Central Institute of Mining & Fuel Research (CIMFR), Dhanbad or any other equally good technical organization. The cost of fuel audit by CAG/ technical assistance should be borne by PSPCL in public interest and in case it is not possible for CAG to audit the PANEM mine, an

independent third party audit may be got conducted through a reputed audit company to meet the direction of its impugned order dated 8.10.2012 and the result of this audit shall be submitted by PSPCL to the State Commission. The State Commission has, in the impugned order, clearly said that the fuel audit conducted by the State Commission with the help of CPRI is a pioneering work done for the first time in the country and the Fuel Audit of Thermal/Nuclear plants is a regular practice of the Commissions in the Western Countries. Hence, it needs to be adopted by all Commissions and CERC in India in the interest of consumers of this country. The implementation of the Fuel Audit Report shall save crores of rupees to fund starved PSPCL. Rather than objecting to the various findings of the report, the PSPCL should aggressively implement it for improving its financial condition and thereby reducing the cost of generation in the interest of its consumers.

6. We may again make it clear that the instant appeal has been filed not against the main order but against the impugned review order dated 27.2.2013 passed in Review Petition No. 66 of 2012 whereby the appellant sought the review of the main order dated 08.10.2012 particularly, when the review petition has partly been allowed and some findings recorded in the main order dated 08.10.2012 have been re-affirmed by the impugned review order.

7. We have heard Shri Anand K. Ganesan & Ms. Swapna Seshadri, learned counsel for the appellant and Ms. Shikha Ohri, learned counsel for the respondent-State Commission. We have also gone through the written submissions filed by the rival parties and after going through the material available on record and the rival contentions of the parties, the following issues arise for our consideration:-

- A. Whether the State Commission is justified in determining the norm and giving directions to the appellant on the issue of the drop in GCV between the receipted coal and bunkered coal to 150 kcal/kg without considering the relevant aspects?

-
- B. Whether the State Commission is justified in accepting the recommendations of CPRI without appreciating the basis of such recommendations being flawed?
 - C. Whether the State Commission is justified in giving direction for the achievable Station heat rate based on the recommendations of CPRI when the report of CPRI is contradictory to its own report given to the appellant earlier and is flawed?
 - D. Whether the State Commission is justified in giving various directions with regard to the fuel audit without considering that such directions are practically not implementable?

8. **OUR CONSIDERATION AND CONCLUSION ON THESE ISSUES**

Since all these issues are inter-related or inter-woven, we are considering and deciding them simultaneously.

9. The following submissions have been raised on behalf of the appellant on these issues:-

9.1. that the State Commission has wrongly relied on the recommendations of CPRI, being a theoretical report. This report relies on the report published in Illinois, USA in the year 1961 and the report of the Research & Development wing of the NTPC to conclude that the drop in GCV between the receipted coal and bunkered/fired coal should be within 150 kcal/kg. The State Commission has failed to appreciate that the above reports are not relevant to determine the applicable norm for the said purposes.

9.2. that the report of the R&D Wing of the NTPC is not even implemented and made applicable to the generating stations of NTPC. The norms are to be determined based on the actual functioning of generating stations throughout the country, coming to a finding on the acceptable norm, particularly implementable measures and then verify whether such measures produce actual results. Without verifying any of these aspects, CPRI has merely proceeded on theoretical studies without any study on the operations of the generating stations.

9.3. that the process of determining norms and applying the same to a generating company is a long term process and involves verification of the actual performance levels of various generating stations all over the country, in depth analysis of how much improvements can be made through identified means and then setting the norms in a structured manner for generating stations to achieve over a period of time.

9.4. that the State Commission has erred in determining a norm which is not on the actual performance of generating stations in the country.

9.5. that the Central Commission in its order dated 21.12.2000, prior to framing of Tariff Regulations, 2001 analyzed in detail the actual working conditions of generating stations throughout the country and based on such data available determined each of the norms applicable. In the instant case, the norm of 150 kcal/kg is not a scientifically arrived at or implementable norm to term the same as efficient operation.

9.6. that the appellant operates at very efficient levels and in fact the appellant has proactively taken up the various directions and recommendations given by the State Commission with other authorities to ensure that its efficiency and operations further improve.

9.7. that the appellant does not have any objection to the fuel audit being conducted to undertake the various activities recommended by CPRI for improvements in its efficiency. In fact, almost all of the suggestions and directions given pursuant to the report of the CPRI have been adopted and implemented by the appellant. The only objection is to the norms being fixed and determined without there being any actual study of the performance of any generating station in the country, let alone covering various generating stations and arriving at an acceptable norm.

9.8. that prior to the impugned review order and the main order dated 08.10.2012 passed by the State Commission, there was no methodology for measuring the GCV at the receiving end and the GCV of the coal was only measured at the loading end by Coal India Limited and when fired by the appellant.

9.9. that only pursuant to the impugned proceedings, the coal at the receipted end was being measured but in this regard, the following facts are relevant:

(a) that coal payments are made to Coal India Limited as per GCV analysis at loading end. The same practice is followed by Coal India Limited for all utilities in the country and not only for the appellant.

(b) that PSPCL power plants have started measuring GCV on received basis with effect from November, 2012 following the directions of the State Commission.

(c) that GCV as fired basis is the GCV of coal being fed to boiler. The difference between GCV as received and GCV as fired is the stack/storage losses.

(d) that coal allocated to power utilities is measured on the basis of GCV as fired basis by the State Electricity Regulatory Commission.

9.10. that from the details of the monthly GCV drop at PSPCL power plants (Annexure A) depicts that the appellant is substantially complying the norms specified by the State Commission but only in the case of GGSSTP, the drop in GCV is somewhat more due to storage of high quantum of coal there being largest plant in state (1260MW).

9.11. that the appellant PSPCL has already made all out efforts to reduce the GCV drop, but these figures are insufficient for analyzing and determining the norms regarding the achievability of GCV drop. Norms are determined after considering the actual data for the past few years,

research on the means to have improvement in the performance and then providing for norms to be achieved. In the present case, though the appellant has substantially achieved the norms, the norms being determined by the State Commission for the first time in the country, there being no comparative data for other generating stations who are also supplied coal by Coal India Limited, there being no analysis of the actual working of other generating stations in the country, the norm fixed ought not to be taken to the prejudice of the appellant.

9.12. that while the appellant takes the best efforts to operate in an efficient manner and to operate within the norm fixed, considering the nature of the norm fixed and there being no benchmark in the country for such norms, the State Commission ought to consider any deviations from the norm, the reasons for such deviations, if any, and consider the case of the appellant on merits.

9.13. that the perversity in the approach and recommendations of CPRI is evident from the fact that contradictory recommendations have been given by CPRI to the appellant and to the State Commission during the same period of time.

9.14. that when the appellant had engaged the services of CPRI for study of the station heat rate, in the month of February, 2012, CPRI gave a detailed report on the measures required to be taken to improve the Station Heat Rate. The measures included short term, medium term and long term measures including substantive investments aggregating to about Rs. 125 crores to improve the station heat rate in the GGSSTP generating station of the appellant to about 2528.8 kcal/kwh. However, when CPRI was engaged by the State Commission for study and gave the report in August, 2012 there was no mention of any capital expenditure and it was stated that the station heat rate of 2500 kcal/kwh was achievable in the year 2012-13 itself based on immediate measures.

9.15. that the State Commission, in the impugned proceedings, has not given any independent analysis of the issues that arise, but has merely proceeded on the basis that the recommendations of CPRI are correct and are to be implemented. This is despite the fact that there is no comparison of CPRI to any generating station's actual data.

9.16. that lastly the impugned review order determining the norm of 150 Kcal/kg as the norm for drop in GCV between receipted coal and fired coal is incorrect and liable to be set aside.

10. **Per contra**, the following submissions have been made on behalf of the respondent/State Commission:-

10.1. that the present appeal is not maintainable as it challenges only the review order by which the Commission has re-affirmed its decision in the main order dated 08.10.2012. The present appeal, in the guise of a limited challenge to the review order, in effect challenges the directions issued by the Commission to the appellant in the main order. Order 47 Rule 7 of the Code of Civil Procedure, 1908 clearly provides that an order of the Court rejecting the review application shall not be appealable but an order granting review application may be objected to at once by an appeal from the order granting the review application or any appeal from the decree of the order finally passed or made in the suit.

10.2. that the instant appeal is primarily confined to the decision of the State Commission, based on the CPRI report, on the following two points:

(a) Reduction in drop of GCV of bunkered coal vis-à-vis receipt coal

(b) CPRI in its preliminary report dated 14.05.2012, on the issue of Reduction in drop of GCV between the receipt and bunkered coal, suggested as follows:

“While the audit of quantities of coal are in order, a drop in heating value is observed between the receipt and bunkered quantity beyond the normal deterioration. The process needs to be improved to minimize the drop in the heating value before it is fired into the boilers. A number of measures have been suggested for the coal yard and for the monitoring process of coal quality to restrict difference in GCVs to within 150kcal/kg.

Some of the measures are:

In case where the payment is based on quality measurement at the TPS end only, random and periodic samples need to be sent to third party truly independent labs under committee supervision.

vii. The concept of fuel basket must be used to report the receipt coal GCVs i.e., source wise GCV must be provided.

viii. the reporting period of coal consumption and reconciliation of stock must be a month.”

10.3. After taking into consideration the objections of the appellant, CPRI submitted its final report in August, 2012 recommending as follows:-

“Reduction in drop of GCV between the receipt and bunkered coal

While the audit of quantities of coal are in order, a drop in heating value is observed between the receipt and bunkered quantity beyond the normal deterioration. The process needs to be improved to minimize the drop in the GCV before it is fired into the boilers. A number of measures have been suggested for the coal yard and for the monitoring process of coal quality to restrict difference is GCVs to within 150 kcal/kg.

Some of the measures are:

- *Measurement process of GCV needs to be modified to introduce uniformity in the processes as follows:*

Sending end GCV (mine end) is being measured on equilibrated basis (without surface moisture) and total moisture is being measured.

Receipt end GCV (TPS entrance) need to be measured considering the total moisture by determining GCV on equilibrated basis and adding the effect of surface moisture at the rate of 145 kcal/kg for 1% surface moisture). This would give the GCV of coal as received.

Bunkered coal GCV (at the bunkering belts) need to be measured considering total moisture by determining the GCV on equilibrated basis and adding the effect of surface moisture (at the rate of 145 kcal/kg for 1 % surface moisture).

- *In cases where the payment is based on quality measurement at the TPS end only, random and periodic samples need to be sent to third party truly independent labs under committee supervision.*
- *The concept of the fuel basket must be used to report the receipt coal GCVs, i.e., source wise GCV must be provided.*
- *The reporting period for coal consumption and reconciliation of stock must be a month."*

10.4. that on the basis of the recommendations of CPRI, the State Commission by its main order dated 08.10.2012 issued certain directions to the appellant.

10.5. that the impugned review order and the main order clearly reflect that all the objections raised by the appellant /petitioner before the State Commission were duly and deeply considered and then the State Commission after going through the recommendations of CPRI passed the said orders. CPRI duly considered the objections of the PSPCL.

10.6. that the CPRI in its preliminary report dated 14.05.2012, on the issue of Station Heat Rate, suggested that:-

" the GGSSTP units are capable of operating at SHR of near 2,500 kcal/kWh provided equipment wise renovation of turbine modules, boiler heaters, heat exchangers, feed pump cartridges, controls and instrumentation etc. is implemented through CAPEX."

10.7. that after the preliminary report several objections were raised on behalf of the appellant/petitioner. The CPRI in its final report in August, 2012 recommended as follows:-

"Station heat rate

The GGSSTP units have already achieved 2563.75 kcal/kWh for the FY 2011-12. The operating at SHR of near 2500 kcal/kWh by GGSSTP station is achievable during 2012-2013 with operational optimization and a shifting a few medium term measures to immediate.

GNDTP has already achieved a SHR of 2842.79 kcal/kWh during 2011-2012. GNDTP is capable of achieving a SHR of 2825 kcal/kWh during 2012-2013 with operational implementation and a few measures like replacement of cooling tower fills, etc.

...

7.0 COMPARISON OF FUEL PARAMETERS WITH NATIONAL /INTERNATIONAL STANDARDS.

The station heat rate (SHR) depends on the following factors:

- *Coal quality: SHR is strongly dependent on the GCV of receipt coal. If the GCV is high, then the SHR & auxiliary power will be low. National average coal CGV is around 3200-3500 kcal/kg. In PSPGCL the coal quality is of the order of 4400 kcal/kg which is very much superior to the national average. Hence the loadability and performance can be expected to be better.*
- *Vintage of the unit: The units at GGSSTP are of BHEL (Combustion Engg. Design) boiler and BHEL (Siemens) turbine and aged around 25-27 years old. Siemens turbines have good loadability and efficiency and can be operated with good reliability at near full load.*
- *In the case of GNDTP, the units are of old design and underwent R & M. Older units of < 210 MW have higher heat rates as compared to national standards (CERC) which have been fixed at 2500 kcal/kWh.*
- *Effect of ageing : The ageing effects of boilers and turbines can be reversed or overcome to a large extent through equipment specific renovations and replacement under capex such as replacement of turbine HP, IP & LP modules, HP heaters, BFP cartridges, C & I ungradation, condenser tube nests, CW pumps, etc. In the case of GGSSTP very little renovation at an equipment level has happened over the years.*
- *Promptness of carrying on capital overhauls (COH) once in five years and annual overhauls (AOH) once annually has an impact on the SHR.*

Table 34 gives a list of SHR of stations of comparable age.

In view of the above, we are of the opinion that the SHR can be restored to the 2500 kcal/kWh level with operational optimization, intensive interventions in R & M at the equipment levels and prompt annual/capital maintenance. Since, over the past years equipment specific renovations have not happened, the SHR is above the 2500 kcal/kWh mark."

10.8. that acting upon the recommendations of the CPRI's report submitted in August, 2012, the State Commission while passing the main order dated

08.10.2012, directed the appellant to implement the aforesaid recommendations made by the CPRI for fuel savings cost reduction.

10.9. that the appellant filed a Review Petition before the State Commission seeking review of the main order dated 08.10.2012 on the issue of station heat rate alleging contradictions in the report submitted by CPRI to the appellant in February, 2012 and the report submitted by CPRI to the State Commission in August, 2012. In the report submitted by CPRI to the appellant, CPRI had given short term, medium term or long term recommendations to achieve the desired heat rate. However, in the report submitted by CPRI to the State Commission, no such measures have been mentioned. The State Commission by the impugned review order dated 27.02.2013 confirmed/affirmed that CPRI had indeed recommended short term, medium term or long term recommendations in its report to the State Commission. The relevant extract of the impugned review order is as under:-

“(iii) Reference Commission’s letter no. 4798 dated 22.8.2012, it has been indicated that the matter regarding SHR was reviewed by CPRI on initiative of the Commission and it was agreed by CPRI as under:

‘GGSSTP Ropar

GGSSTP units are capable of operating at SHR of 2500 kCal/kWh with efforts at operational optimization. In the year 2012-13, extra efforts would be required, but in subsequent years the benefits of CAPEX schemes can be reaped for benefits of SHR.

GNDTP Bathinda

The station has achieved a SHR of 2842.79 kCal/kWh for Units 1&2. The reduction achievable after immediate measures is 13 kCal/kWh and 39 kCal/kWh after medium term measures. By expediting a few medium term measures like improvement in cleanliness level of boilers, improvement in performance of cooling towers by replacement of damaged splashers, water distribution system, maintenance of nozzles, etc., the SHR of 2825 kCal/kWh is achievable.

According to above review of CPRI, PSPCL was informed that there was no case for any relaxed norms.”

10.10. that the direction to implement the recommendations of CPRI with regard to station heat rate was given by the State Commission in its main order dated 08.10.2012 which direction has simply been upheld by the State Commission in its impugned review order dated 27.02.2013. However, the appellant in the instant appeal has raised a limited challenge only against the review order and thus the main order dated 08.10.2012 has attained finality.

10.11. that this Appellate Tribunal in its judgment dated 18.10.2012 in Appeal Nos. 7, 46 and 122 of 2011 in the matter of *Punjab State Power Corporation Limited Vs. Punjab State Electricity Regulatory Commission* had already considered the issue of fixation of station heat rate of GGSSTP, Ropar, at 2500 kCal/kWh for the years 2007-08, 2008-09 and 2009-10 upholding the findings of the State Commission.

11. It is true and undisputed that prior to the impugned order and main order of the State Commission, there was no methodology for measuring the GCV of the coal at the receiving end and the GCV of the coal was only measured at the loading end by the Coal India Limited and when fired by the appellant/petitioner. The State Commission relying upon the recommendations of the CPRI has directed that the drop in GCV between the receipted coal and the bunkered coal/fired coal should be within 150 kcal/kg. Thus, after the passing of the impugned review order and the main order of the State Commission, a methodology for measuring the GCV at the receiving end and the bunkered/fired coal has been adopted. The earlier or old practice of measuring GCV of the coal at the loading end by the Coal India Limited and the bunkered/fired coal has been changed.

12. In the instant matter, the appellant does not have any objection to the fuel audit being conducted to undertake the various activities recommended by CPRI for

improvement in its efficiency. According to the learned counsel for the appellant almost all of the suggestions and directions given pursuant to the report of CPRI have been adopted and implemented by the appellant. The only objection of the appellant against the impugned order is to the norms being fixed and determined without there being any actual study of the performance of any generating stations in the country and arriving at an acceptable norm. According to the appellant, the PSPCL has already made all out efforts to reduce the Gross Calorific Value drop but these figures are insufficient for analyzing and determining the norms regarding the achievability of GCV drop. Norms should be determined after considering the actual data for the past few years, research on the means to improve the performance and then providing for norms to be achieved. The main grievance of the appellant in the present case is that though the appellant has substantially achieved the norms, the norms being determined by the State Commission for the first time in the country, there being no comparative data for other generating stations who are also supplied coal by Coal India Limited, there being no analysis of actual working of other generating stations in the country, the norms fixed ought not to be taken to the prejudice of the appellant. Considering the nature of the norms fixed and there being no benchmark in the country for such norms, the State Commission ought to consider the deviations from the norms and the reasons for such deviations, if any, and then consider the case of the appellant on merits.

13. According to the appellant, CPRI gave a detailed report to the appellant in the month of February, 2012, on the measures required to be taken to improve the station heat rate and the measures included short term, medium term and long term measures including substantive investments aggregating to about Rs. 125 crores to improve the station heat rate in the GGSSTP generating station of the

appellant to about 2528.8 kcal/kwh. However, the report of CPRI submitted to State Commission in August, 2012 had no mention of any capital expenditure and it had stated that the station heat rate of 2500 kilocal/kwh was achievable in the year 2012-13 itself based on immediate measures. According to the appellant himself, in the report given to the appellant, the CPRI had given short term, medium term and long term recommendations to achieve the desired heat rate but no such measures had been mentioned in the report of the CPRI submitted to the State Commission. The appellant claims these two reports of the CPRI to be contradictory. We have comparatively studied both the reports submitted by CPRI, one to the appellant in February, 2012 and second to the State Commission in August, 2012. In the report submitted to the appellant in February, 2012, CPRI had given measures required to be taken to improve the station heat rate and the measures included short term, medium term and long term measures including substantive investments to improve the station heat rate to about 2528.8 kilocal/kwh but in the second report submitted by CPRI to the State Commission in August, 2012 there was no mention of the capital expenditure because station heat rate of 2500 kilocal/kwh was achievable by the appellant in the year 2012-13 itself based on immediate measures. We do not find any kind of discrepancy or contradiction in between the two reports of the CPRI first submitted to the appellant in February, 2012 and second submitted to the State Commission in August, 2012.

14. The material on record depicts that appellant was given complete opportunity to raise objections to the preliminary report dated 14.05.2012 submitted by CPRI on the issue of reduction in drop of GCV between the receipted and bunkered coal and the CPRI after taking into consideration the objections of

the appellant submitted its final report in August, 2012 to the State Commission with certain recommendations regarding reduction in drop of GCV between receipted and bunkered coal which we have mentioned earlier in this judgment. The State Commission, on the basis of the recommendations of the CPRI's report submitted in August, 2012, by the main order dated 08.10.2012 issued certain directions to the appellant. The material available on record further fortifies the fact that CPRI after due consideration of the objections raised by the appellant PSPCL submitted its report to the State Commission in August, 2012 making certain recommendations and the impugned review order as well as main order clearly reflect that all the objections of the appellant/petitioner before the State Commission were duly and deeply considered and then the State Commission after going through the recommendations of the CPRI passed the said order.

15. The main objection of the respondent/State Commission to the maintainability of the instant appeal is that the instant appeal challenges only the impugned review order dated 27.02.2013 by which the Commission has re-affirmed its decision in the main order dated 08.10.2012 and the instant appeal, in the guise of limited challenge to the review order, in fact challenges the directions issued by the State Commission to the appellant in the main order dated 08.10.2012. We have considered the said objection of the respondent but we are unable to accept the same because the impugned review order is to be tested on the facts as well as on law. The State Commission acting upon the recommendations of the CPRI's report submitted in August, 2012 passed the main order dated 08.10.2012 and directed the appellant to implement the said recommendations made by CPRI for fuel saving and cost reduction. The appellant thereafter filed a review petition before the State Commission seeking review of the main order dated 08.10.2012 on

the issue of station heat rate alleging contradictions in the report submitted by CPRI to the appellant in February, 2012 and the report submitted by CPRI to the State Commission in August, 2012. We have in the earlier part of this judgment compared the two reports and do not find any contradiction or discrepancy in between the two reports. The fuel saving and cost reduction measures should be implemented by the appellant in the light of the impugned review order. The recommendation of the CPRI which is to be acted upon by the appellant is that the drop in GCV between the receipted and bunkered coal should be within 150 kcal/kg. We are unable to accept the appellant's contentions that the recommendations given in the CPRI report are not practically implementable and the appellant ought not to be penalized with regard to the norms determined by the State Commission as against the actual operations by the appellant.

16. The State Commission in the impugned review order dated 27.02.2013 has clearly observed that it is conclusively proved that through prudence checks and balances, PSPCL (appellant herein) has been able to reduce the drop in GCV and could bring this reduction level even below 150 kilocal/kg and thus the norm of GCV difference of 150 kilocal/kg fixed by the State Commission between coal 'as received' and 'as fired' (bunkered coal) is achievable. The State Commission, while passing the impugned review order, has directed the appellant to implement the measures recommended in the CPRI's report submitted in August, 2012 to the State Commission in the consumers interest and now there is no reason for the appellant/PSPCL to drag its feet in implementing the consumer friendly measures. In view of above discussions, we do not find any merits in any of the contentions made by the appellant on the said issues. The impugned review order is based on correct and proper appreciation of the material available on record and there is no

reason deviate from any of the findings recorded in the impugned review order. The impugned order, in our view, does not suffer from any kind of illegality or perversity. All the issues are decided against the appellant. The appeal is liable to be dismissed. However, we advise the State Commission to frame regulation regarding drop of GCV between the receipted coal and bunkered/fired coal after following due process of law.

17. SUMMARY OF FINDINGS

17.1. The State Commission is fully and legally justified in determining the norms and giving directions to the appellant on the issue of drop in GCV between the receipted coal and fired/bunkered coal to 150 kilocal/kg as the impugned order has been passed after considering the relevant facts and the recommendations of CPRI. The State Commission is justified in accepting the recommendations of CPRI and the impugned order has been passed on due consideration of the recommendations and other factors available on record. We do not find any contradiction or discrepancy between the two reports submitted by CPRI, namely, report submitted to the appellant in February, 2012 and the report submitted by the CPRI to the State Commission in August, 2012. The State Commission is justified in giving various directions with regard to the fuel audit after due consideration considering that such directions are practically implementable. There is nothing on record to suggest or indicate that the directions given by the State Commission with regard to the fuel audit are practically not implementable.

17.2. The State Commission may take steps to frame regulation regarding drop & GCV between receipted coal and bunkered/fired coal after following due process of law.

18. Consequently, for the reasons stated above, the appeal has no merits and is hereby dismissed. The impugned review order dated 27.02.2013 passed by the State Commission is hereby affirmed. No order as to costs.

Pronounced in open Court on this 2nd day of December, 2014.

(Justice Surendra Kumar)
Judicial Member

(Rakesh Nath)
Technical Member

rkt

Annexure P - 16

Annexure P-15:- Details for secondary fuel consumption

Details of Consumption of Secondary Fuel :

Month	LDO Unit 1									
	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)
Apr-19	317.37	1,63,75,238.47	118.00	53,49,041.92			30.38	15,67,502.21	404.99	2,01,56,778.18
May-19	404.99	2,01,56,778.18	135.93	72,06,761.29	-50.00	-25,20,198.57	68.72	35,62,985.77	422.20	2,12,80,355.13
Jun-19	422.20	2,12,80,355.13	198.00	1,13,10,656.95			50.38	25,39,352.08	569.82	3,00,51,660.00
Jul-19	569.82	3,00,51,660.00	89.95	46,37,060.16			265.31	1,39,34,054.68	394.46	2,07,54,665.48
Aug-19	394.46	2,07,54,665.48	298.00	1,55,15,584.92			310.40	1,62,99,593.94	382.06	1,99,70,656.46
Sep-19	382.06	1,99,70,656.46	104.00	52,93,884.00			1.63	85,201.50	484.43	2,51,79,338.96
Oct-19	484.43	2,51,79,338.96	360.00	1,87,94,491.44	-100.00	-52,72,529.89	290.11	1,51,20,278.22	454.32	2,35,81,022.29
Nov-19	454.32	2,35,81,022.29	60.00	30,73,080.24			2.00	1,03,647.74	512.32	2,65,50,454.79
Dec-19	512.32	2,65,50,454.79	200.00	97,21,480.78	-300.00	-1,52,15,289.38	120.41	62,40,111.69	291.91	1,48,16,534.50
Jan-20	291.91	1,48,16,534.50	132.00	67,79,296.12					423.91	2,15,95,830.62
Feb-20	423.91	2,15,95,830.62		7,589.98					423.91	2,16,03,420.60
Mar-20	423.91	2,16,03,420.60	148.00	63,97,537.38			149.19	76,03,044.79	422.72	2,03,97,913.19
FY 19- 20	317.37	1,63,75,238.47	1,843.88	9,40,86,465.18	-450.00	-2,30,08,017.84	1,288.53	6,70,55,772.62	422.72	2,03,97,913.19

Annexure P-15:- Details for secondary fuel consumption

Details of Consumption of Secondary Fuel :

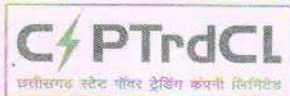
LDO Unit 2									
Opening Stock		Purchase		Inter unit Transfer		Consumption		Closing Stock	
Qty (KI)	Value (Rs)	Qty (KI)	Value (Rs)	Qty (KI)	Value (Rs)	Qty (KI)	Value (Rs)	Qty (KI)	Value (Rs)
179.97	88,88,083.02					18.02	8,89,954.08	161.95	79,98,128.94
161.95	79,98,128.94			50.00	25,20,198.57	162.45	80,55,118.29	49.50	24,63,209.22
49.50	24,63,209.22							49.50	24,63,209.22
49.50	24,63,209.22							49.50	24,63,209.22
49.50	24,63,209.22							49.50	24,63,209.22
49.50	24,63,209.22							49.50	24,63,209.22
49.50	24,63,209.22			100.00	52,72,529.89	112.92	58,43,019.04	36.58	18,92,720.07
36.58	18,92,720.07					3.20	1,65,583.26	33.38	17,27,136.81
33.38	17,27,136.81			300.00	1,52,15,289.38	177.00	89,95,222.95	156.38	79,47,203.24
156.38	79,47,203.24							156.38	79,47,203.24
156.38	79,47,203.24							156.38	79,47,203.24
156.38	79,47,203.24					85.74	43,57,346.98	70.64	35,89,856.26
179.97	88,88,083.02	-	-	450.00	2,30,08,017.84	559.33	2,83,06,244.60	70.64	35,89,856.26

Annexure P-16:- Determination of landed cost of secondary fuel

Details of Secondary Fuel procurement for determination of landed cost:

Secondary Fuel purchase (LDO)

Sr.No.	Detail of bill						Transportion Cost			Other Charges (in Rs.)	Landed Cost	
	Bill No.	Bill date	Quantity as per bill (in Kl)	Quantity as per GRN (in Kl)	Bill Amount (in Rs.)	Rate /KL	Bill No.	Bill date	Cost of Transportation (in Rs.)		Total Amount (Reconciled with receipt)	Rate per KL
	A	B	C	D	E	F = E/C	G	H	I		J	K = E+I+J
1	19000500	27-04-2019	28.00	28.00	14,23,410	50836	22	25.05.2019	33810		1457220	52044
2	19000497	27-04-2019	30.00	30.00	15,25,082	50836	22	25.05.2019	36225		1561307	52044
3	19000522	29-04-2019	30.00	30.00	15,25,082	50836	22	25.05.2019	36225		1561307	52044
4	19000521	29-04-2019	30.00	30.00	15,25,082	50836	22	25.05.2019	36225		1561307	52044
5	19000571	01-05-2019	30.00	30.00	15,76,766	52559	22	25.05.2019	36225		1612991	53766
6	19001012	30-05-2019	24.00	24.00	12,39,890	51662	23	31.05.2019	28980		1268870	52870
7	19001122	07-06-2019	28.00	28.00	14,52,204	51864	24	12.06.2019	33810		1486014	53072
8	19001129	07-06-2019	24.00	24.00	12,44,747	51864	24	12.06.2019	28980		1273727	53072
9	19001134	07-06-2019	30.00	30.00	15,55,933	51864	24	12.06.2019	36225		1592158	53072
10	19000975	28-05-2019	30.00	29.95	15,49,862	51743	23	31.05.2019	36168		1586030	52951
11	19000979	28-05-2019	24.00	23.97	12,39,890	51722	23	31.05.2019	28946		1268836	52930
12	19001014	30-05-2019	28.00	28.00	14,46,538	51662	23	31.05.2019	33810		1480348	52870
13	19001203	12-06-2019	28.00	28.00	14,52,204	51864	24	12.06.2019	33810		1486014	53072
14	19001212	12-06-2019	28.00	28.00	14,52,204	51864	24	12.06.2019	33810		1486014	53072
15	19001160	10-06-2019	30.00	30.00	15,55,933	51864	24	12.06.2019	36225		1592158	53072
16	19001165	10-06-2019	30.00	30.00	15,55,933	51864	24	12.06.2019	36225		1592158	53072
17	19001758	16.07.2019	30.00	30.000	15,11,205	50374	25	27.07.2019	36225		1547430	51581
18	19001766	16.07.2019	30.00	30.000	15,11,205	50374	25	27.07.2019	36225		1547430	51581
19	19001765	16.07.2019	30.00	29.952	15,11,205	50454	25	27.07.2019	36046	-2,418	1544833	51577
20	19002116	10-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
21	19002088	08-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
22	19002089	08-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
23	19002095	08-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
24	19002093	08-08-2019	28.00	28.00	14,32,265	51152	26	10.08.2019	33810		1466075	52360
25	19002292	22-08-2019	30.00	30.00	15,04,479	50149	27	22.08.2019	36225		1540704	51357
26	19002124	10-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
27	19002128	10-08-2019	30.00	30.00	15,34,569	51152	26	10.08.2019	36225		1570794	52360
28	19002294	22-08-2019	30.00	30.00	15,04,479	50149	27	22.08.2019	36225		1540704	51357
29	19002293	22-08-2019	30.00	30.00	15,04,479	50149	27	22.08.2019	36225		1540704	51357
30	19002641	13-09-2019	28.00	28.00	13,81,383	49335	28	30.09.2019	33810		1415193	50543
31	19002640	13-09-2019	30.00	30.00	14,80,053	49335	28	30.09.2019	36225		1516278	50543
32	19002678	16-09-2019	24.00	24.00	12,03,583	50149	28	30.09.2019	28980		1232563	51357
33	19002677	16-09-2019	22.00	22.00	11,03,285	50149	28	30.09.2019	26565		1129850	51357
34	19003007	11.10.2019	30.00	30.00	15,90,147	53005	29	14.10.2019	36225		1626372	54212
35	19002996	11.10.2019	30.00	30.00	15,90,147	53005	29	14.10.2019	36225		1626372	54212
36	19002997	11.10.2019	30.00	30.00	15,90,147	53005	29	14.10.2019	36225		1626372	54212
37	19003043	14.10.2019	30.00	30.00	15,90,147	53005	29	14.10.2019	36225		1626372	54212
38	19003046	14.10.2019	30.00	30.00	15,90,148	53005	29	14.10.2019	36225		1626373	54212
39	19003132	19.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
40	19003129	19.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
41	19003136	19.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
42	19003209	24.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
43	19003237	29.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
44	19003252	31.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
45	19003254	31.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
46	19003238	29.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
47	19003236	29.10.2019	30.00	30.00	14,89,965	49666	30	31.10.2019	36225		1526190	50873
48	19003728	09.12.2019	30.00	30.00	14,21,997	47400	31	11.12.2019	36225		1458222	48607
49	19003713	06.12.2019	30.00	30.00	14,21,997	47400	31	11.12.2019	36225		1458222	48607
50	19003715	06.12.2019	24.00	24.00	11,37,598	47400	31	11.12.2019	28980		1166578	48607
51	19003714	06.12.2019	28.00	28.00	13,27,197	47400	31	11.12.2019	33810		1361007	48607
52	19003724	09.12.2019	30.00	30.00	14,21,997	47400	31	11.12.2019	36225		1458222	48607
53	19003725	09.12.2019	28.00	28.00	13,27,197	47400	31	11.12.2019	33810		1361007	48607
54	19003755	11.12.2019	30.00	30.00	14,21,997	47400	31	11.12.2019	36225		1458222	48607
55	19004176	10.01.2020	24.00	24.00	12,04,999	50208	32	20.01.2020	28980		1233979	51416
56	19004179	10.01.2020	28.00	28.00	14,05,833	50208	32	20.01.2020	33810		1439643	51416
57	19004175	10.01.2020	22.00	22.00	11,04,583	50208	32	20.01.2020	26565		1131148	51416
58	19004137	08.01.2020	30.00	30.00	15,06,249	50208	32	20.01.2020	36225		1542474	51416
59	19004141	09.01.2020	28.00	28.00	14,05,833	50208	32	20.01.2020	33810		1439643	51416
60	19004950	18.03.2020	28.00	28.00	11,76,535	42019	33	31.03.2020	33810		1210345	43227
61	19004946	18.03.2020	30.00	30.00	12,60,573	42019	33	31.03.2020	36225		1296798	43227
62	19004948	18.03.2020	30.00	30.00	12,60,573	42019	33	31.03.2020	36225		1296798	43227
63	19004988	20.03.2020	30.00	30.00	12,60,573	42019	33	31.03.2020	36225		1296798	43227
64	19004979	20.03.2020	30.00	30.00	12,60,573	42019	33	31.03.2020	36225		1296798	43227
Total FY-20			1,844.00	1,843.88	9,18,62,522.88	49817			22,26,360.58	-2,418.00	9,40,86,465.46	51023

Annexure P - 18**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.

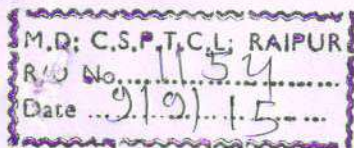
2. As such, the invoice in this regard submitted by you is being returned herewith for the action to be taken accordingly.

Enclosure: Original bill(5 pages)

[Signature]
 Chief Engineer (Technical Cell)
 CSPTdCL, Raipur

Copy to:

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



D B 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 CSPTrdCL & DBPL
 (b) WRPC REA August 2015 dated 04.09.2015

Subject: Invoice for Electricity Duty on energy sold from DBPL to CSP TrdCL in August'2015

Dear Sirs,

Pursuant to above cited documents, we submit this invoice for Electricity Duty on supply of power in August'2015. Under the clause 4.1.1(a) of the PPA dated 05.01.2015, these charges are payable by you.

Item	Description	Amount
10	Electricity Duty on sale of 35541330 kWh from DBPL Baradarha Generating Station @Rs. 0.05/ kWh.	17,77,066.50
	Total	17,77,066.50

Bill Amount in Words: Rupees Seventeen lakh Seventy Seven Thousand, Sixty Six and Paise Fifty Only.

Please arrange to remit the funds in our following account. We shall submit the TDS certificate by quarter end.

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



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

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

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
CONTENTS

Sl. No.	DESCRIPTION	Page No.
A	SHEETS	
1	Details Of Availability/Entitlement figures	A-1 (1/4,2/4)
2	Details Of cumulative Availability/Entitlement figures.	A-1 (2/4,3/4)
2	Details Of Monthly Scheduled Energy of Gen. Stations	A-2.1, 2.2
3	Details Of Inter-Regional / Bi-Lateral Exchanges/MTOA	A-3a, 3b, 3c, 3d, 3e & 3f
4	Inter-regional Bi-lateral exchanges (Sending End, WR boundary, Peak/off-peak) as furnished by 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/Comm1-I/3/ABTREA/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 (MPPIL)	4,464,000	JPL-STG-1 to ESIL_WR (TPTCL)	225,000
APL1 GUVNL to ATLAS MSEB (MANIKARAN)	1,145,760	KWPCL to ESIL_WR (PXIL)	1,175,000
APL1 GUVNL to ALICON MSEB (MANIKARAN)	1,522,800	MPPMCL MPSEB to ESIL_WR (PXIL)	1,080,000
APL1 GUVNL to ADLABS MSEB (MANIKARAN)	1,024,240	JPL-STG-1 to EILR MSEB (MPPIL)	1,050,720
JNSTPP to BEST MSEB (PTC LTD)	29,250,000	JPL-II to ETCO MSEB (MPPIL)	1,310,400
JNSTPP to BEST MSEB (SCL)	29,250,000	JPL-II to EPL MSEB (MPPIL)	1,674,240
JPL-II to BLVL MSEB (MPPIL)	842,400	JCFPL GUVNL to SOLAR GOA (NVVNL)	778,410
ACBIL to CSEB (CSPTRDCL CSEB)	8,886,000	JPL-STG-1 to GJPL MSEB (MPPIL)	5,751,120
APL3 GUVNL to CSEB (PTC LTD)	490,000	JPL-II to GPIL MSEB (MPPIL)	702,000
DBPOWER to CSEB (CSPTRDCL CSEB)	34,051,500	JPL-II to GWRLHP MSEB (MPPIL)	835,200
DBPOWER to CSEB (DBPOWER)	480,000	JPL-II to GWRLHW MSEB (MPPIL)	1,415,040
JPL-II to CSEB (CSPTRDCL CSEB)	20,736,675	APL1 GUVNL to GJPL2 MSEB (AEL)	2,051,840
SPECTRUM to CSEB (CSPTRDCL CSEB)	1,056,000	APL1 GUVNL to GJPL3 MSEB (AEL)	2,256,720
JPL-STG-1 to CEAT MSEB (MPPIL)	3,681,040	JPL-STG-1 to GTNIL MSEB (MPPIL)	2,365,920
JPL-STG-1 to CSL MSEB (MPPIL)	1,202,160	JPL-STG-1 to GTNEL MSEB (MPPIL)	2,081,760
JPL-STG-1 to CPIPL MSEB (MPPIL)	2,388,240	JPL-II to INDOFIL MSEB (MPPIL)	782,800
APL1 GUVNL to CCPL-M60 MSEB (AEL)	946,400	JPL-II to ICL MSEB (MPPIL)	683,760
APL3 GUVNL to DD (PXIL)	590,000	JPL-II to JSSSGL C MSEB (MPPIL)	1,210,400
JPL-STG-1 to DIPL MSEB (MPPIL)	711,360	JPL-II to JSSSGL MSEB (MPPIL)	1,210,400
APL2 GUVNL to ESIL_WR (IEXL)	768,000	JPL-II to KOIPL MSEB (MPPIL)	842,400
APL2 GUVNL to ESIL_WR (MANIKARAN)	480,000	APL1 GUVNL to KIL MSEB (AEL)	2,240,160
DBPOWER to ESIL_WR (PXIL)	54,078,750	JPL-II to KHL MSEB (MPPIL)	971,040
JPL-STG-1 to ESIL_WR (PXIL)	570,000	APL2 GUVNL to MSEB (AEL)	2,618,400
		APL2 GUVNL to MSEB (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

10

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	32,766.882600	31,843.500000	8,200.578600	24,566.304000
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 MSEB	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 MSEB	1,043.417600	1,024.240000	260.854400	782.563200
Seller : APL1 GUVNL	1,043.417600	1,024.240000	260.854400	782.563200
23572F	1,043.417600	1,024.240000	260.854400	782.563200
Buyer : ALICON MSEB	1,551.427200	1,522.800000	387.856800	1,163.570400

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/ 219 /मु.वि.नि./अटलनगर/दिनांक : 04/06/2020
प्रति,

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

विषय : विद्युत शुल्क का भुगतान।

संदर्भ : इस कार्यालय का पत्र क्रमांक 507 दिनांक 04.12.2019.

— 00 —

विषयान्तर्गत संदर्भित पत्र का अवलोकन करने का कष्ट करें। आपके पावर प्लांट मे स्थापित 2x600 मेगावाट द्वारा उत्पादित एवं खपत की गई विद्युत इकाईयों (आक्जलरी तथा वि0 मंडल को बिक्रीत यूनिट) हेतु मांगपत्र माह अगस्त 2015 से सितंबर 2019 तक प्रेषित किया था।

संशोधित मांग पत्र पुनः माह अगस्त 2015 से मार्च 2020 तक उत्पादित विद्युत इकाईयों मे से आक्जलरी तथा छ.ग.रा.वि.वि.कंपनी मर्या0 को बिक्रीत यूनिट पर देय विद्युत शुल्क की राशि रूपये 1650599612.00 में से आपके द्वारा भिन्न-भिन्न माहों मे भुगतान की गई राशि रु. 312342077.00 के समायोजन पश्चात् अंतर की राशि रु. 1338257535.00 तथा विलंब/कम भुगतान पर देय ब्याज 30.05.2020 की स्थिति मे राशि रूपये 684126068.00 कुल देय विद्युत शुल्क की राशि रूपये 2022383603.00 का भुगतान निर्धारित मद 0043 - बिजली पर कर एवं शुल्क, 101-बिजली के उपभोग एवं बिक्री पर कर मे निकटतम शासकीय कोष मे जमा कर चालान की मूलप्रति दिनांक 30.06.2020 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 मे निजी विद्युत उत्पादक को रियायत की पात्रता की शर्तों, को पूर्ण नही 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।

(एच0टोप्पो)

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

पृ. क्रमांक/वि.शु./तेरह/
प्रतिलिपि :-

/मु.वि.नि./अटलनगर/दिनांक : /06/2020

- (1) कार्यपालन अभियंता (वि.सु.) एवं संभागीय विद्युत निरीक्षक छ.ग. शासन संभाग बिलासपुर की ओर उपरोक्तानुसार व्यक्तिगत संपर्क कर वसूली की कार्यवाही हेतु।
- (2) सहायक अभियंता (वि.सु.) एवं सहायक विद्युत निरीक्षक छ.ग. शासन उपसंभाग कोरबा ओर उपरोक्तानुसार वसूली की कार्यवाही हेतु।

संलग्न : गणना पत्रक।

(एच0टोप्पो)

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

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

तिथि	आकलन संख्या	दर	विद्युत शुल्क	CSPDCL को विक्रीत यूनिट 0.05 से प्रति यूनिट	विद्युत शुल्क	कुल विद्युत शुल्क	दिया गया शुल्क	बालांक दिनांक	समायोजन पर्याप्त शेष राशि	अंतर की राशि	अंतर की राशि पर विलंब अग्रविधि	झाजा	कुल देय वि.यु. पर विलंब अग्रविधि	झाजा	कुल झाजा	कुल देय विद्युत शुल्क
Aug-15	20773700	6.65x15%	23024184	35541330	1777067	24801251	15799316	01.10.15		9001935	57 x 24	10262205	1 x 12	248013	10510218	19512153
Sep-15	14138000	-- --	15669617	16087683	804384	16474001	10347534	30-10-15		6126467	56 x 24	6861643			6861643	12988110
Oct-15	20370000	-- --	22576750	11449640	572482	23149232	14322374	30-11-15		8826858	55 x 24	9709544			9709544	18536402
Nov-15	17621000	-- --	19529942	11095272	554764	20084706	12448939	31-12-15		7635767	54 x 24	8246628			8246628	15882395
Dec-15	19096000	-- --	21164733	11448035	573402	21738135	13463202	29.01.16		8274933	53 x 24	8771429			8771429	17046362
Jan-16	18371000	-- --	20361192	11474121	573706	20934898	12974131	29.02.16		7960767	52 x 24	8279198			8279198	16239965
Feb-16	15373000	-- --	17038408	14315692	715785	17754193	11092675	31.3.16		6661518	51 x 24	6794748			6794748	13456266
Mar-16	19842600	-- --	21992215	9161177	458059	22450274	13831814	29.04.16		8598460	50 x 24	8598460			8598460	17196920
Apr-16	35855400	6.04x15%	32484992	38010551	1900528	34385520	26102923	31.05.16		8282597	49 x 24	8116945			8116945	16399542
May-16	35059000	-- --	31753454	28822977	1445649	33207103	25108474	30.06.16		8098629	48 x 24	7774684			7774684	15873313
Jun-16	33446000	-- --	30303888	44901932	2245097	32548985	17888546	10.01.17		14860439	47 x 24	13968812	6 x 15	2441174	16409986	31270425
Jul-16	34577000	-- --	31326762	160021914	8001096	39327858	28885604	11.01.17		10442254	46 x 24	9606873	5 x 15	2457991	12664864	22507118
Aug-16	25402000	-- --	23014212	82043000	4102150	27116362	19444958	10.01.17		7671404	45 x 24	6904264	4 x 15	1355818	8260082	15931486
Sep-16	39595000	-- --	35873070	81782225	4089111	39962181	28004491	11.01.17		11957690	44 x 24	10522767	3 x 12	1198865	11721632	23679322
Oct-16	37150000	-- --	33657900	258416590	12920830	46578730	12920830	12.20.16		33657900	43 x 24	28945794	1 x 12	465787	29411581	63069481
Nov-16	29907000	-- --	26814882	18246960	912348	27727230	912348	12.20.16		26814882	42 x 24	22524501			22524501	49339383
Dec-16	33406000	-- --	30265836	18967440	948372	31214208	948372	27.02.17		30265836	41 x 24	24817986	1 x 12	312142	25130128	55399964
Jan-17	35375000	-- --	32049750	18877720	943886	32993656	943886	27.02.17		32049750	40 x 24	25639800			25639800	57689550
Feb-17	32241120	-- --	29210455	34947220	1747361	30957816	1747361	27.03.17		29210455	39 x 24	22784155			22784155	51994610
Mar-17	33325000	-- --	30192450	28477235	1423862	31616312	1423862	29.04.17		30192450	38 x 24	22946262			22946262	53138712
Apr-17	40312000	6.41x15%	38759988	19455693	972785	39732773	2396646	24.05.17		37336127	37 x 24	27628734			27628734	64964861
May-17	37932000	-- --	36471618	16916534	845817	37317435	845817	30.06.17		36471618	36 x 24	26259565			26259565	62731183
Jun-17	36612130	-- --	35202563	25813234	1290662	36493225	1290662	25.07.17		35202563	35 x 24	24641794			24641794	59844357
Jul-17	34073000	-- --	32761190	24022215	1201111	33962301	1201111	25.08.17		32761190	34 x 24	22277609			22277609	55038799
Aug-17	25216000	-- --	24245184	37785553	1889288	26134472	1889288	25.09.17		24245184	33 x 24	16001821			16001821	40247005
Sep-17	26760000	-- --	25729740	19149940	957497	26687337	957497	24.10.17		25729740	32 x 24	16467034			16467034	42196774
Oct-17	23122000	-- --	22231803	8313773	415689	22647492	415689	29.11.17		22231803	31 x 24	13783718			13783718	36015521
Nov-17	24219000	-- --	23286569	21923820	1096191	24382760	1096191	26.12.17		23286569	30 x 24	13971941			13971941	37258510

Annexure P - 20

Expenses incurred on account of Water Charges					
Month	Qty (In Cu Mtr)	Rate (Rs/Cum)	Amount as per Water Consumed (In Rs.)	Supply % to CSPTadeco	Cost to CSPTadeco
Opening Stock - As on 01.04.2019	1,777,338.00	5.5	9,775,359.0		
Water Intake 1.4 .19 to 31.3.2020	15,062,698	5.5	82,844,839.0		
Commitment Charges	9,312,302	5.5	51,217,661.0		
Closing Stock - As on 31.03.2020	1,405,008.00	5.5	7,727,544.0		
TOTAL Consumption (FY20)	24,747,330.00		136,110,315.00	4.83%	6,569,019.88

DBPL Energy Supply to CSPTrdCL FY2019-20

Period	Ex Bus Generation*	Scheduled Supply Ex Bus	% Supply to CSPTradeco	Fly Ash expenses	Fly Ash Expense share of CG
	MU	MU	%	Rs	Rs
Apr-19	549.35	-	0.00%	19,547,440.51	-
May-19	596.36	-	0.00%	19,951,763.64	-
Jun-19	615.55	-	0.00%	16,717,362.42	-
Jul-19	499.96	-	0.00%	11,594,327.75	-
Aug-19	405.05	18.95	4.68%	8,966,271.47	419,528.11
Sep-19	423.31	34.48	8.14%	12,208,687.85	994,311.85
Oct-19	414.25	41.16	9.94%	11,673,343.05	1,159,866.88
Nov-19	399.08	40.37	10.12%	16,539,924.60	1,673,098.52
Dec-19	431.63	40.35	9.35%	30,196,622.70	2,822,985.97
Jan-20	580.19	41.61	7.17%	35,951,822.93	2,578,130.21
Feb-20	593.44	38.81	6.54%	29,033,650.47	1,898,544.50
Mar-20	566.48	37.46	6.61%	15,812,116.75	1,045,553.73
TOTAL	6,074.652	293.178	4.83%		12,592,019.777

* As per our meter data

**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.



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 received LC till date, hence you are requested to kindly provide the requested LC at the earliest to schedule power to CSPDCL.

Thanks and regards,
Ambika Jaiswal

----- Forwarded message -----

From: **Ambika Jaiswal** <ambika.jaiswal@dbpower.in>

Date: Fri, 12 Jul, 2019, 1:04 PM

Subject: Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements and vide MOP order dt:28.06.2019 by Distribution Licensees

To: CE Technical Cell <ce.techcell@gmail.com>

Dear Sir,

Please find the attached letter for opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreement dt: 05.01.2011 and vide MOP order dt:28.06.2019 by CSPTrdcl.

Submitted for your kind information and necessary actions please.

Thanks & Regards

Ambika Jaiswal

(Power Sale & Regulatory)

DB POWER LIMITED

Mob: 7977741998

**DBPL PSR CSPTrdcl PSM-LC 584 12072019.pdf**

168K



DB Power Limited

Corporate Office: 3rd Floor, Express Towers, Nariman Point, Mumbai - 400 021.
Tel No +91 22 3930 6000 • Fax No +91 22 3930 6008

Without Prejudice

To:

The Chief Engineer (Technical Cell),
Chhattisgarh State Power Trading Company Ltd,
2nd floor, Vidyut Sewa Bhawan,
Daganliya, 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

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 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/FOR, 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, 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,



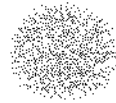
(D. Chattopadhyay)
Under Secretary to the Govt. of India
Tel: 2373 0265

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)



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,
Daganliya, 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.



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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

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 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/FOR, 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)